

1 **PROPOSED AMENDED AND RESTATED**
2 **DECLARATION OF CONDOMINIUM**
3 **OF**
4 **RIVER DANCE, A CONDOMINIUM**

5 **SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM-**
6 **SEE CURRENT DECLARATION OF CONDOMINIUM FOR PRESENT TEXT**

7 **RECITALS:**

8 In a Declaration of Condominium recorded at O.R. Book 01960, Page 1483 *et seq.*, of the Public
9 Records of Manatee County, Florida, on September 30, 2004 (“Original Declaration”), the
10 Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes,
11 known as the Condominium Act that property situated in Manatee County, Florida, as described
12 therein. The land is subject to (i) that certain Master Declaration of Easements, Covenants,
13 Conditions and Restrictions, recorded at O.R. Book 1960, Pages 4079 through 4093, inclusive of
14 the Public Records of Manatee County, Florida (the “Master Declaration”), (ii) the Parking
15 Easement; (iii) non ad valorem special assessments imposed by the City of Bradenton, and (iv)
16 real property taxes and assessments.

17 The Condominium Property is further described at Condominium Plat Book 37, Page 84 *et seq.*,
18 of the Public Records of Manatee County, Florida.

19 Said Declaration or the exhibits thereto were subsequently amended or supplemented as follows:

20 Amendment to Bylaws of River Dance Condominium Association, Inc., recorded at O.R.
21 Book 2503, Page 3717 *et seq.*, of the Public Records of Manatee County, Florida;

22 Amendment recorded at Instrument No. 202041014142, of the Public Records of Manatee
23 County, Florida;

24 The submission of the land to the condominium form of ownership by the Original Declaration
25 and its amendments or supplements remains effective. No recorded easements to or from third
26 parties or other binding agreements of record or in existence are intended to be impaired or altered
27 by the recording of this Amended and Restated Declaration of Condominium (“Declaration”). By
28 adoption of this Declaration, the Association Members hereby adopt certain amendments to the
29 Declaration of Condominium and amendments thereof and restate the Declaration in its entirety.
30 By adoption of this Declaration, the Members of the Association ratify governance of the
31 Condominium Property under the condominium form of ownership and the provisions of the
32 Condominium Act, as defined in **Article 1.1** of this Declaration.

33 **1. DEFINITIONS.** As used in this Declaration or elsewhere in the Condominium
34 Documents, unless otherwise provided, and regardless of whether capitalized or not, the terms
35 used are as defined in the Act and as set forth below:

1 **1.1 “Act” or “Condominium Act”** means, except where specifically stated to the
2 contrary, the Florida Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it
3 may be amended from time to time, including the definitions therein contained.

4 **1.2 “Articles”** means the Articles of Incorporation attached as Exhibit “1,” as may be
5 amended from time to time.

6 **1.3 “Assessment”** means a share of the funds required for the payment of Common
7 Expenses, which from time to time is assessed against the Units.

8 **1.4 “Association”** means RIVER DANCE CONDOMINIUM ASSOCIATION, INC.,
9 a Florida Corporation Not for Profit, the entity responsible for the operation of the Condominium.

10 **1.5 “Association Property”** means all property owned by the Association for the use
11 and benefit of the Unit Owners.

12 **1.6 “Board of Directors” or “Board” or “Directors”** means the representative body
13 which is responsible for the administration of the Association’s affairs, and which is the same body
14 that is sometimes referred to in the Condominium Act as the “Board of Administration.”

15 **1.7 “Building”** means the structure in which the Units and portions of the Common
16 Elements are located.

17 **1.8 “Bylaws”** mean the Bylaws of the Association attached as Exhibit “2,” as may be
18 amended from time to time.

19 **1.9 “Casualty”** for the purposes of this Declaration, and not for the purpose of
20 construing coverage between any insurer and insured, means an event which causes damage to the
21 Condominium Property due to some sudden, fortuitous cause, whether natural or man-made,
22 including (but not limited to) fire, flood, tidal surges and waves, hail, wind, rain, vandalism, acts
23 of terrorism or civil unrest, explosion, or bursting pipes, but does not include progressive decay or
24 corrosion, or slow or continuous leaks.

25 **1.10 “Charge”** means any legal or equitable indebtedness or monetary obligation of a
26 Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner,
27 or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other
28 than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the
29 Association. Said obligations may arise by oral or written contract, by law or in equity, or may be
30 created by these Condominium Documents.

31 **1.11 “Committee”** means a group of Board members, Unit Owners, or Board members
32 and/or Unit Owners and/or other Persons appointed by the Board to make reports or
33 recommendations to the Board, to take action on behalf of the Board, or to take such actions as the
34 Resolution creating the Committee, or the Directors of the Board, may dictate.

35 **1.12 “Common Elements”** means and includes:

1 **1.12.1** The portions of the Condominium Property not included within the Units.

2 **1.12.2** Easements through Units for conduits, ducts, plumbing, wiring and other
3 facilities for the furnishing of Utility and other services to Units and the Common Elements.

4 **1.12.3** An easement of support in every portion of a Unit that contributes to the
5 support of the Building, including, but not limited to, all load bearing interior walls within the
6 Units.

7 **1.12.4** Easements for encroachments by the perimeter walls, ceilings and floors
8 surrounding each Unit caused by the settlement or movement of the Building or by minor
9 inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements
10 shall continue until such encroachments no longer exist.

11 **1.12.5** The property and installations required for the furnishing of Utility Services
12 and other services to more than one (1) Unit or to the Common Elements including the stairways,
13 stairwells, elevators, elevator equipment room, mechanical and water service room, electric service
14 room, and trash removal facilities.

15 **1.12.6** All elevators, elevator shafts and equipment, and all stairways, service halls
16 and corridors.

17 **1.12.7** The Surface Water Management System.

18 **1.12.8** The roof and its appurtenances constructed over the Building and the
19 Parking Structure.

20 **1.12.9** The Parking Structure other than the right of use to certain parking spaces
21 assigned as Limited Common Elements pursuant to **Article 1.29.2**.

22 **1.12.10** The rights of use and other appurtenances set forth in the Master
23 Declaration.

24 **1.12.11** Fixtures on Condominium Property owned or held for the common use,
25 benefit and enjoyment of all Unit Owners in the Condominium.

26 **1.12.12** Two (2) guest suites are Common Elements and may be used in a manner
27 determined by the Directors of the Association pursuant to uniform and consistent Rules,
28 consistently applied.

29 **1.12.13** Any other parts of the Condominium Property designated as Common
30 Elements in this Declaration or the Act, including the recreational and other commonly used
31 facilities described in **Article 9**.

32 **1.12.14** Any other parts of the Condominium Property designated as Common
33 Elements in this Declaration.

1 **1.13 “Common Expenses”** means those expenses for which Unit Owners are liable to
2 the Association, including, but not limited to, expenses of administration, maintenance, operation,
3 repair, and replacement of Common Elements, including, but not limited to, the Surface Water
4 Management System, and such other expenses as may be declared expenses either by this
5 Declaration, the Articles of Incorporation, the Bylaws or by the Association. Bulk interior pest
6 control for Units, if provided by the Association is a Common Expense. Common Expenses
7 include, but are not limited to, such items as cost of premiums for property and public liability
8 insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills and
9 governmental services (including, but not limited to, water, sewer, electricity and trash collection)
10 that are not separately metered or billed to individual Units, pool service, recreational facilities
11 janitor service, accounting and legal fees, wages and fees for managerial and other services, and
12 reasonable and adequate reserves, all as may be required in the maintenance and management of
13 this Condominium. Common Expenses also include reasonable insurance for Directors and
14 Officers, road maintenance and operation expenses, and security services, which are reasonably
15 related to the general benefit of the Unit Owners even if such expenses do not attach to the
16 Common Elements or Condominium Property. Common Expenses also include the expenses of
17 any items or services required by any federal, state, or local governmental entity to be installed, or
18 supplied to the Condominium Property by the Association, including, but not limited to, fire safety
19 equipment or water and sewer service where a master meter services the Condominium, and where
20 said services are not separately metered to the Units. Common Expenses also include maintenance
21 of property outside of the Condominium Property and participating in governmental proceedings
22 or otherwise contesting the development or use of property outside the Condominium Property,
23 where the Board finds a nexus to the value of Units in the Condominium.

24 **1.14 “Common Surplus”** means the excess of all receipts of the Association, including,
25 but not limited to, Assessments, rents, profits and revenues on account of the Common Elements,
26 above the amount of the Common Expenses. Common Surplus shall be owned in the same
27 undivided percentages as Common Elements are owned.

28 **1.15 “Communications Services”** means those services described in Section 202.11,
29 Florida Statutes (2022), and for the purpose of this Declaration, includes but are not limited to,
30 bulk video, voice, or internet services.

31 **1.16 “Condominium Documents”** means this Declaration; the Plats, which are
32 described above and incorporated as part of this Declaration by reference, Articles of Incorporation
33 attached as **Exhibit “1;”** Bylaws attached as **Exhibit “2;”** and Rules and Regulations. The Rules
34 and Regulations need not (but may) be recorded in the Public Records of Manatee County, Florida,
35 in order to be valid.

36 **1.17 “Condominium Parcel”** means a Unit together with the undivided share in the
37 Common Elements which is appurtenant to said Unit and when the context permits, the term
38 includes all of the appurtenances to the Unit.

39 **1.18 “Condominium Property”** means the land and property interests subjected to
40 condominium ownership under this Declaration, all improvements on the land as depicted in the
41 Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions made

1 to the Common Elements or Association Property by the Association and all easements and rights
2 appurtenant thereto intended for use in connection with the Condominium. Additions or alterations
3 made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part
4 of the Condominium Property. References in the Condominium Documents to Condominium
5 Property includes Association Property, unless specifically indicated otherwise.

6 **1.19 “County”** means the County of Manatee, State of Florida.

7 **1.20 “Declaration” or “Declaration of Condominium”** means this instrument, and as
8 it may be amended from time to time.

9 **1.21 “Family” or “Single Family”** means any one (1) of the following:

10 **1.21.1** One (1) natural person, his or her spouse, if any, and his, her, or their parent,
11 grandparent, adult children, custodial minor children (including foster children), grandchild, or
12 sibling (such persons being related by blood, marriage, adoption, or legal custody), who do and
13 plan to indefinitely and continuously reside together as a single financially and socially
14 interdependent housekeeping unit, with the intention of living within the bonds of family.

15 **1.21.2** Not more than two (2) natural persons not meeting the requirement of
16 **Article 1.21.1** above, who do and plan to indefinitely and continuously reside together as a single
17 financially and socially interdependent housekeeping unit, with the intention of living within the
18 bonds of family.

19 **1.21.3** The reference to “natural” is intended to distinguish between an individual
20 and a corporation or other artificial entity. A “Family member” is a Person who resides in a Unit
21 as part of the Owner’s Family, but is not a title holder.

22 **1.22 “Fractional Ownership” or “Unit Sharing”** means any arrangement (whether
23 written or verbal) whereby multiple individuals, families, artificial entities, or other combinations
24 acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating
25 use rights among legal or beneficial owners, or others, whether pursuant to verbal or written
26 agreements, regarding the sharing of use and possession rights for a Unit.

27 **1.23 “Guest”** means any Person who is not the Unit Owner or a Tenant or a member of
28 the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium
29 Property on a temporary basis at the expressed or implied invitation of the Unit Owner or other
30 legally permitted Occupant, without the payment or existence of consideration.

31 **1.24 “Insurable Event”** as described in the Act, has the same meaning as Casualty, as
32 defined in **Article 1.9** of this Declaration.

33 **1.25 “Insurable Improvements”** means those portions of the Condominium Property
34 required by the Act to be insured by the Association. Whenever a portion of the Condominium
35 Property insured by the Association is replaced by the Association or a Unit Owner with
36 installations intended to comply with then current codes or safety standards, such replacements

1 shall be considered of like kind and quality and the continuing insuring responsibility of the
2 Association. Notwithstanding any interpretation of a provision of the Condominium Documents
3 to the contrary, it is the intention of this Declaration that all Insurable Improvements shall be
4 insured by the Association.

5 **1.26 “Invitee” or “Licensee”** means a Person or Persons expressly or impliedly allowed
6 entry onto the Condominium Property for the purpose of conducting business with or providing
7 services to a Unit or a Unit’s Occupant, or otherwise entering the Condominium Property at the
8 expressed or implied consent of the Unit Owner or Unit Occupant, including, but not limited to,
9 contractors, workmen, delivery persons, domestic assistants and health care assistants. Tenants,
10 Guests, Family members, and Occupants are Invitees.

11 **1.27 “Lease” or “Leasing”** when used in the context of the renting of Units, means the
12 grant by a Unit Owner of a right of use of the Owner’s Unit for consideration. Leasing shall be
13 construed to include any licensing or other arrangement with a third party where Persons other
14 than the Unit Owner are permitted to occupy the Unit for the payment of consideration to any
15 party. Any Person who qualifies as a Tenant as described in **Article 1.48** shall be deemed to be
16 leasing a Unit.

17 **1.28 “Lien for Charges”** means a lien, which is recorded to secure a Charge.

18 **1.29 “Limited Common Elements”** means those Common Elements, which are
19 reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in
20 this Declaration. References in this Declaration to Common Elements include all Limited Common
21 Elements, unless the context would prohibit, or it is expressly provided otherwise. Whenever a
22 portion of the Condominium Property naturally and exclusively services a particular Unit or group
23 of Units, and where the area in question lies outside of the boundaries of the Unit, the delegation
24 by this Declaration of Maintenance responsibility for the area by or at the expense of the benefiting
25 Unit Owner(s) shall serve to define the area as a Limited Common Element. Limited Common
26 Elements include, but are not limited to, the following:

27 **1.29.1 Miscellaneous Areas, Equipment.** Any patio, balcony or terrace (and all
28 improvements thereto and walls facing same) as to which direct and exclusive access shall be
29 afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common
30 Element of such Unit(s). Any area upon which is located equipment or fixtures (including air
31 condition compressors) which are for the exclusive use of any particular Unit or Units and the
32 equipment or fixtures themselves shall be Limited Common Elements of such Unit(s).

33 **1.29.2 Parking Spaces.** All parking spaces originally assigned by the Developer
34 to Unit Owners shall be Limited Common Elements. Upon assignment of the right to use a parking
35 space, the right to use the parking space so assigned is deemed to be a Limited Common Element
36 and the Owner of the Unit has the exclusive right to the use thereof without additional charge
37 therefor by the Association (except for assessment for the maintenance, repair and replacement as
38 set forth in **Article 10.1** hereof). Such exclusive right of the Owner of the Unit to use the parking
39 space shall become an appurtenance to the Unit without necessity of specific reference to it. Such
40 exclusive right may not be separately assigned except as an appurtenance to the Unit to which it is

1 assigned, except that such right may be separately assigned to the Owner of another Unit within
2 the Condominium, with Association joinder and approval, and further provided that such an
3 assignment is permitted by Florida law applicable at that time. All parking spaces shall be used
4 solely for the parking of private passenger vehicles and shall not be used for the storage of any
5 other type of vehicles, bicycle(s), storage bins, personal items, equipment or apparatus without the
6 prior written consent of the Association through its Board of Directors.

7 **1.29.3 Storage Room.** Each Unit shall have its own storage room which shall be
8 a Limited Common Element of the Unit. The Association shall maintain a roster reflecting storage
9 room assignments. After such assignment is made, the exclusive right of the owner of such Unit
10 to use such storage room shall become an appurtenance to said Unit and may be encumbered or
11 conveyed thereafter as an appurtenance to the Unit without necessity of specific reference thereto.
12 Such exclusive right may not be separately assigned or exchanged without consent of the
13 Association. Provided however, that the assignment or exchange of storage rooms shall not require
14 an instrument in writing executed with the formalities of a deed and recorded in the Public Records
15 of Manatee County, Florida.

16 **1.29.4 Designated Areas.** Those areas or facilities designated as Limited Common
17 Elements on the Survey, Graphic Description and Plot Plan attached as an exhibit to the
18 Declaration, and incorporated herein.

19 **1.29.5 Mortgage Provision.** Anything to the contrary in this Declaration
20 notwithstanding, in the event a Unit Owner mortgages his Unit, together with his Limited Common
21 Elements (whether or not ordinarily fully assignable apart from the Unit), such Limited Common
22 Elements shall not be assignable apart from the Units unless they are released from the lien of such
23 mortgage.

24 **1.30 “Limited Common Expenses”** means those expenses affiliated with the
25 Maintenance of a Limited Common Element, the costs of which are assessed only against the
26 benefiting Unit Owner(s), as authorized by the Act, or if so provided in this Declaration.

27 **1.31 “Maintenance” or “Maintain”** means, unless the context of a provision in the
28 Condominium Documents requires otherwise, required cleaning, heavy cleaning, painting where
29 applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair
30 or replacement. The term “maintenance” does not include repair after Casualty, unless the context
31 of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is
32 obligated by the Condominium Documents or law to maintain, repair, or replace portions of the
33 Condominium Property, the Board has the authority to establish reasonable standards for such
34 maintenance, repair, or replacement, including mandating maintenance, repair, or replacement of
35 said items, when the Board deems same are reasonably necessary, and the Board may likewise
36 adopt specifications for replacement components, without need for Unit Owner approval,
37 notwithstanding any provision in this Declaration to the contrary.

38 **1.32 “Management”** means the licensed Community Association Manager and/or
39 Community Association Management Firm, employed or contracted by the Association to assist

1 the Board and its Officers in the day-to-day operation of the Association. There is no requirement
2 for the retention of Management.

3 **1.33 “Master Declaration”** means the Master Declaration of Easements, Covenants,
4 Conditions and Restrictions, recorded in O.R. Book 1960, Pages 4079 et seq. of the Public Records
5 of Manatee County.

6
7 **1.34 “Material Alteration or Substantial Addition”** means to palpably or perceptively
8 vary or change the use, form, shape, elements or specifications of the Building or other portions
9 of the Common Elements from its original design or plan, or existing condition, in such a manner
10 as to appreciably affect or influence its function, use or appearance.

11 **1.35 “Member”** means the record Owner(s) of legal title to a Unit.

12 **1.36 “Occupant”** when used in connection with a Unit, means a Person who is
13 physically present in a Unit for two (2) or more consecutive days, including staying overnight for
14 one (1) night.

15 **1.37 “Occupy”** when used in connection with a Unit, means the act of staying in the
16 Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

17 **1.38 “Officer”** means the executive Officers and Assistant Officers (if any) appointed
18 by the Board as provided in the Bylaws.

19 **1.39 “Parking Easement”** means the exclusive rights of use created by the Parking
20 Easement Agreement attached as Exhibit “B” to the Original Declaration, and as later amended.

21 **1.40 “Parking Structure”** means the four (4) story parking garage or structure
22 contiguous with the Building and located on the Condominium Property.

23 **1.41 “Person”** means any individual or representative of an entity, including Unit
24 Owners, Family members, Tenants, Guests, Occupants, Licensees, and Invitees. Whenever the
25 word “Person” is used to require, prohibit, or prescribe certain conduct, the Owner of the Unit with
26 which such Person is affiliated is responsible for ensuring such Person’s compliance with the
27 Condominium Documents.

28 **1.42 “Plats”** means all legal descriptions, site plans, surveys, and graphic depictions of
29 record describing the Condominium Property. The Plats or portions thereof are incorporated by
30 reference whether or not attached or separately described. The Plats may not reflect the actual
31 configuration or use of the Condominium Property, as deviations from original as-built conditions
32 or uses may have been made over time.

33 **1.43 “Policies and Procedures”** means the policies of the Board adopted in writing
34 from time to time, including those documented in minutes of the Board or correspondence issued
35 under the authority of the Board. Policies and Procedures are part of the Rules and Regulations,
36 and hence part of the Condominium Documents.

1 **1.44 “Primary Occupant”** means one (1) or more natural person(s) designated for
2 occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who are
3 not spouses, or when title is held by a trust, corporation or other entity which is not a natural
4 person, except where the context clearly indicates otherwise, the term “Owner” includes “Primary
5 Occupant.” Tenants may not be designated as Primary Occupants.

6 **1.45 “Resident”** means any Person who is occupying a Unit for thirty (30) days, whether
7 or not consecutive, in any calendar year and includes, as applicable, Owners, Tenants and members
8 of their respective Families who reside in the Unit.

9 **1.46 “Rules and Regulations”** means those rules and regulations promulgated by the
10 Board, concerning the transfer, use, appearance, maintenance, and occupancy of the Units,
11 Common Elements, Limited Common Elements, and Association Property, and the administration
12 and operation of the Association (including Policies and Procedures), subject to any limitations
13 contained in this Declaration.

14 **1.47 “Surface Water Management System”** means the portions of the Common
15 Elements which comprise the water management system. The Surface Water Management System
16 shall be operated and maintained by the Association. Additionally, if wetland mitigation or
17 monitoring is required, the Association is responsible for successfully carrying out this obligation,
18 including meeting any Permit conditions associated with wetland mitigation, maintenance and
19 monitoring.

20 **1.48 “Tenant” or “Lessee”** means a Person occupying a Unit, other than the Owner
21 where said occupancy by the non-Owner involves consideration, including, but not limited to, the
22 payment of money, the exchange of goods or services, or the provision of direct economic or
23 indirect economic benefit, including tax benefits and the furtherance of business interests,
24 including, but not limited to, use of a Unit as an employee or customer rewards or incentive, or a
25 charity auction or similar prize, or use of the Unit as part of any type of “home exchange”
26 arrangement. The term “Tenant” shall be used interchangeably with “Lessee.”

27 **1.49 “Unit”** means a part of the Condominium Property subject to exclusive ownership.

28 **1.50 “Unit Owner” or “Owner”** means the record Owner of a Condominium Parcel.
29 Wherever a portion of the Condominium Documents, including the Rules and Regulations,
30 proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking
31 any action, or engage or refrain from engaging in any conduct, or providing for liability to the
32 Association arising from such acts or conduct or the failure to take required action or engage in
33 required conduct, the term Unit Owner is deemed to include, unless the context specifically
34 suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Guests, Licensees and Invitees,
35 and as may be applicable, the Family members of such Person, as well as employees or agents of
36 such Persons.

37 **1.51 “Utility” or “Utility Services”** as used in the Condominium Act and as construed
38 with reference to this Condominium, and as used in the Condominium Documents, includes but is
39 not limited to, potable water, irrigation, electric power, gas, hot and cold water, heating,

1 refrigeration, video and Communication Services (including, but not limited to, cable, satellite or
2 other television, telephone or other voice services, and wi-fi or any other internet or computer
3 service), air conditioning, garbage disposal, and sewage disposal.

4 **1.52 “Voting Interests”** means the arrangement established in the Condominium
5 Documents by which the Owners of each Unit collectively are entitled to one (1) vote in the
6 Association matters. There are 115 Units, so the total number of Voting Interests is 115.

7 **2. STATEMENT OF CONDOMINIUM DECLARATION.** On September 28, 2004, The
8 Promenade at Riverwalk, LLC (“Developer”) submitted the property described above to
9 condominium ownership in accordance with Florida Statutes.

10 **3. CONDOMINIUM NAME.** The name by which this Condominium is identified is “River
11 Dance, a Condominium.”

12 **4. UNIT IDENTIFICATION / UNIT TYPES.** The identification of each Unit shall be by
13 number and shall be as indicated on the Plats. Individual Units within the Condominium consist
14 of :

The Braden	Two-bedroom, two-bath Unit 1,414 square feet of living area
The Manatee	Two-bedroom, two-bath Unit 1,537 square feet of living area
The Terra Ceia	Two-bedroom, two-bath Unit 1,570 square feet of living area
The Anna Maria	Three-bedroom, two-bath Unit 1,942 square feet of living area
The Bay	Two-bedroom, two and one-half bath Unit 1,631 square feet of living area
The Palma Sola	Three-bedroom, three-bath Unit 1,883 square feet of living area
The Perico	Two-bedroom, two-bath Unit with a study 1,921 square feet of living area
The DeSoto	Two-bedroom, two-bath Unit with a study 1,946 square feet of living area
The Gulf	Two-bedroom, two and one-half bath 2,111 square feet of living area

15

1 **5. SURVEY AND GRAPHIC DESCRIPTION.** A survey of the land previously submitted
2 to condominium ownership and a plat thereof describing each Unit, Common Elements and their
3 relative location and the approximate dimensions of each Unit are as shown on the Plats, which
4 are incorporated into and made part of this Declaration.

5 **6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.** The voting rights of
6 the Owner of each Unit is 1/115th (one Voting Interest per Unit). In the event two (2) or more
7 Units shall be combined to create one (1), the owner shall be entitled to cast a number of votes
8 equal to the number of combined Units. Voting rights may be suspended pursuant to the terms of
9 the Condominium Documents and/or Florida law. Each Unit Owner shall be a member of the
10 Association. The ownership of each Unit shall include an undivided interest in the land and other
11 Common Elements as defined in Section 718.108, Florida Statutes and an undivided share of the
12 Common Surplus. Each Unit in the Condominium shall have an equal fractional interest in the
13 Common Elements and Common Surplus of the Condominium, which shall be eighty-seven one
14 hundredths percent (.87%). Suspension of voting rights shall not affect the basis for which
15 Common Expenses are shared or Common Elements and Common Surplus owned. However,
16 suspended Voting Interests are subtracted from the total number of votes required when calculating
17 any required vote or quorum during the period for which said Voting Interest is suspended. The
18 undivided share of ownership of the Common Elements and Common Surplus appurtenant to a
19 Unit cannot be conveyed or separately hypothecated. As long as the Condominium exists, the
20 Common Elements cannot be partitioned. The shares in the funds and assets of the Association
21 cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

22 **7. EASEMENTS.** Each of the following easements and easement rights is reserved through
23 the Condominium Property and is a covenant running with the land of the Condominium, and
24 notwithstanding any of the other provisions of this Declaration, may not be revoked and shall
25 survive the exclusion of any land from the Condominium, unless released in connection with
26 termination of the Condominium. None of these easements may be encumbered by any leasehold
27 or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall
28 automatically be subordinate to the rights of the Unit Owners with respect to such easements.

29 **7.1 Support.** Each Unit shall have an easement of support and necessity and shall be
30 subject to an easement of support and necessity in favor of all other Units and the Common
31 Elements.
32

33 **7.2 Utility and Other Services, Drainages.** Easements are reserved under, through
34 and over the Condominium Property as may be required from time to time for utility, cable and
35 satellite television, communications and security facilities and systems, lighting, irrigation,
36 drainage and water management facilities, and other such services in order to serve the
37 Condominium. Unit boundaries have been designated so as to give each Unit Owner flexibility in
38 improving each particular Unit. However, Unit Owners recognize and agree that the general
39 easements reserved under the first sentence of this subparagraph will extend to and include an area
40 below the upper boundary of the Unit sufficient for constructing and maintaining lines, pipes,
41 wiring, and similar devices to serve other Units or the Common Elements. Each Unit Owner shall
42 construct the finished ceiling of a Unit and the wall or walls surrounding any vertical structural

1 element extending between floors so as to permit access for the construction, maintenance, repair
2 and replacement of such wires, lines, pipes and other similar apparatus. A Unit Owner shall do
3 nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair,
4 the provision of such utility, cable or satellite television, communications and security facilities
5 and systems, lighting, irrigation, water management facilities or drainage facilities other such
6 services or the use of these easements. The Association or its designee shall have a right to access
7 to each Unit during reasonable hours to maintain, repair, or replace the pipes, wires, ducts, vents,
8 cables, conduits and other utility, cable or satellite television, communications and security
9 facilities and systems, lighting, irrigation, water management or drainage facilities, and other such
10 services and Common Elements contained in the Unit or elsewhere in the Condominium Property,
11 and to remove any Improvements interfering with or impairing such facilities or easements herein
12 reserved, provided such right of access, except as necessary to prevent damage to the Common
13 Elements or to another Unit or Units, shall not unreasonably interfere with the Unit Owner's
14 permitted use of the Unit.

15 **7.3 Encroachments.** If (a) any portion of the Common Elements encroaches upon any
16 Unit, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements;
17 or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements,
18 (ii) settling or shifting of the Improvements, (iii) any alteration or repair to the Common Elements
19 made by or with the consent of the Association, as appropriate or (iv) any repair or restoration of
20 the Improvement (or any portion thereof), or any Unit after damage by fire or other casualty or
21 any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or
22 the Common Elements, then, in any such event, a valid easement shall exist for such encroachment
23 and for the maintenance of same so long as the improvements shall stand.

24 **7.4 Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner and
25 Resident, their Guests and Invitees, shall exist for pedestrian traffic over, through and across
26 sidewalks, streets, paths, stairways, lobbies, walks, and other portions of the Common Elements
27 as from time to time may be intended and designated for such purpose and use, and for vehicular
28 and pedestrian traffic over, through and across such portions of the Common Elements as from
29 time to time may be paved and intended for such purposes. None of the easements specified in
30 this **Article 7.4** shall be encumbered by any leasehold or lien other than those on the Condominium
31 Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels)
32 automatically shall be subordinate to the rights of Unit Owners and the Association with respect
33 to such easements.

34 **7.5 Maintenance, Repair, and Replacement.** Easements exist through, over and
35 beneath the Units and Common Elements for Maintenance of the Units and Common Elements.
36 Such access to the Units shall be only during reasonable hours, except that access may be had at
37 any time in case of emergency.

38 **7.6 Easements.** The Association, on behalf of all Unit Owners (each of whom hereby
39 appoints the Association as its attorney-in-fact for this purpose) shall have the right to grant such
40 additional general ("blanket") and specific electric, gas or other utility, cable or satellite television,
41 security systems, communications or service easements (and appropriate bills of sale for
42 equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such

1 existing easements or drainage facilities or water management facilities, any easements in any
2 portion of the Condominium Property, as shall be necessary or desirable for the proper operation
3 and maintenance of the Improvements, or any portion thereof, or for the general health or welfare
4 of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided
5 that such easements or the relocation of existing easements will not prevent or unreasonably
6 interfere with the reasonable use of the Units for dwelling purposes.

7 **8. CONDOMINIUM UNITS AND APPURTENANCES.** The Condominium Property
8 consists of the land together with a Building containing one hundred fifteen (115) Units, and a
9 four (4) story parking garage or structure contiguous with the Building, which includes the Units,
10 Common Elements and Limited Common Elements. Exhibit “C” to the Original Declaration sets
11 forth the Building floor plans for the different types of Units in the Condominium. Each Unit is
12 identified by a separate numerical designation. The designation of each of such Units is set forth
13 on Exhibit “C” attached to the Original Declaration. Exhibit “C” to the Original Declaration
14 consists of a survey of the land, a graphic description of the Improvements located thereon,
15 including, but not limited to, the Building in which the Units are located, and a plot plan thereof.
16 Exhibit “C,” together with the Original Declaration, is sufficient in detail to identify the Common
17 Elements, the Limited Common Elements, and each Unit and their relative locations and
18 dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the
19 Common Elements and Common Surplus, (b) the exclusive right to use such portion of the Limited
20 Common Elements as may be provided in this Declaration, (c) an exclusive easement for the use
21 of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully
22 be altered or reconstructed from time to time, provided that an easement in airspace which is
23 vacated shall be terminated automatically, (d) membership in the Association with the full voting
24 rights appurtenant thereto, and (e) other appurtenances as may be provided by this Declaration.
25 Each Unit shall include that part of the Building containing the Unit that lies within the following
26 boundaries:

27 **8.1 Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall
28 be the following boundaries extended to their planar intersection with the perimetrical boundaries.

29 **8.1.1 Upper Boundary.** The horizontal plane of the lower portion of the
30 undecorated structural ceiling, except that for Units on the eighth (8th) floor of the Building, the
31 undecorated structural ceiling of those Units will form a part of the upper boundary of Units on
32 the eight (8th) floor of the Building.

33 **8.1.2 Lower Boundary.** The horizontal plane of the undecorated structural floor.

34 **8.1.3 Interior Divisions.** Except as provided in **Articles 8.1.1 and 8.1.2** above,
35 no part of the floor of the upper floor(s), ceiling of the lower floor(s), stairwells or elevator shafts
36 adjoining floors, or nonstructural interior walls, shall be considered a boundary of the Unit.

37 **8.2 Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the
38 vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their
39 planar intersections with each other and with the upper and lower boundaries.

1 **8.3 Appurtenances.** Where there are apertures in any boundary, including, but not
2 limited to, windows, doors, and skylights, such boundaries shall be extended to include the interior
3 unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made
4 of glass or other transparent material, and all framing and casings therefor, shall be included in the
5 boundaries of the Unit.

6 **8.4 Boundaries – Further Defined.** The boundaries of the Unit shall not include all
7 of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces
8 of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces
9 of the ceilings of each Unit and, further, shall not include those spaces and improvements lying
10 beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing
11 partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running
12 through any interior wall or partition for utility services to other Units and/or for Common
13 Elements. No part of the interior non – boundary walls within a Unit shall be considered a
14 boundary of the Unit.

15 **8.5 Exceptions and Conflicts.** In the case of any conflict between the boundaries of
16 the Unit as above described and the dimensions of the Unit shown on Exhibit “C,” to the Original
17 Declaration, the above provisions describing the boundary of a Unit shall control, it being the
18 intention of this Declaration that the actual as built boundaries of the Unit as above described shall
19 control over erroneous dimensions contained in Exhibit “C” to the Original Declaration, and in the
20 event it shall appear that any dimension shown on Exhibit “C” to the Original Declaration is
21 erroneous, the President of the Association shall have the right to unilaterally amend the
22 Declaration to correct such survey, and any such amendment shall not require the joinder of any
23 Unit Owner or first mortgagee so long as the purpose of the amendment is merely to correct an
24 error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately
25 described as provided above, the survey of the Units contained in Exhibit “C” to the Original
26 Declaration shall control in determining the boundaries of a Unit. In the case of any conflict
27 between the language of this Declaration describing the boundaries of any Unit, and in the
28 language contained on Exhibit “C” to the Original Declaration describing the boundaries of a Unit,
29 the language of this Declaration shall control.

30 **8.5.1 Common Elements.** An undivided share of the Common Elements, such
31 undivided share to be that proportion set forth in **Article 6**.

32 **8.5.2 Easements** for the benefit of the Unit. Provided, however, that the
33 Association may suspend the right to use Common Elements or Association Property and suspend
34 other rights or services as permitted by the Act.

35 **8.5.3 Association Membership** and interest in funds and assets held by the
36 Association, provided that funds of the Association are not divisible and may not be separately
37 hypothecated and further provided that the Association may suspend voting rights and other
38 incidents of membership as provided by the Act.

39 **8.5.4 Limited Common Elements.** The right to exclusive use of the Limited
40 Common Elements designated by this Declaration.

1 **8.6 Easement to Air Space.** The appurtenances include an exclusive easement for the
2 use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be
3 altered or reconstructed from time to time.

4 **9. Recreational and other Commonly Used Facilities.** The approximate location of the
5 recreational and other commonly used facilities constructed in the Condominium is included on
6 the Survey, Graphic Description and Plot Plan attached as Exhibit “C” to the Original Declaration.
7 The recreational and commonly used facilities will be used only by Unit Owners, their Guests and
8 Invitees. The Unit Owners have an obligation to pay Assessments to the Association for the
9 payment of expenses for maintenance, repair, replacement and insurance for such recreational and
10 other commonly used facilities constructed as Common Elements of the Condominium, based on
11 each Unit Owners’ undivided percentage share in the common expenses. There is a lien right
12 against each Unit to secure the payment of Assessments or other exactions coming due for the use,
13 maintenance, upkeep, repair or replacement of the recreational or other commonly used facilities
14 constructed as Common Elements of the Condominium. The unit Owners’ failure to make these
15 payments may result in foreclosure of the lien. The following recreational and other commonly
16 used facilities will be submitted to condominium ownership as part of the condominium, including:

17 **9.1 Pool Facilities.** Pool facilities including (i) a square shaped, heated swimming pool
18 consisting of approximately 1,864 square feet of surface area averaging 4 feet in depth with a
19 capacity of approximately 38 persons at any one time; (ii) a spa consisting of approximately 100
20 square feet of surface area, averaging 3 feet in depth, with a capacity of approximately 6 persons
21 at any one time, and (iii) a poolside cabana and grill area consisting of approximately 425 square
22 feet and having a capacity of approximately 20 people at any one time.

23 **9.2 Amenity Facilities.** The following commonly used facilities were submitted to
24 condominium ownership as part of the amenity facilities of the Condominium including (i) an
25 entry lobby area and inside mail area consisting of approximately 1,007 square feet of total area
26 having a capacity of 67 persons at any one time; (ii) a club room consisting of approximately 1,394
27 square feet of total area having a capacity of approximately 92 persons at any one time; (iii) a
28 kitchen/pantry consisting of approximately 139 square feet of total area having a capacity of
29 approximately 3 persons at any one time; (iv) a fitness/exercise room equipped with various types
30 of exercise equipment consisting of approximately 1,639 square feet of total area having a capacity
31 of approximately 109 persons at any one time; (v) a business center room equipped with various
32 types of business equipment consisting of approximately 300 square feet of total area having a
33 capacity of approximately 10 persons at any one time; (vi) a conference room consisting of
34 approximately 411 square feet of total area having a capacity of approximately 20 persons at any
35 one time; (vii) a media room consisting of approximately 1,159 square feet of total area having a
36 capacity of approximately 70 persons at any one time; (viii) a men’s locker room including lockers,
37 shower, and restroom facilities of approximately 307 square feet of total area having a capacity of
38 15 persons at any one given time; (ix) a women’s locker room including lockers, shower, and
39 restroom facilities of approximately 328 square feet of total area having a capacity of 15 persons
40 at any one time; (x) a pool terrace consisting of approximately 3,800 square feet of total area
41 having a capacity of 116 persons at any one time, and (xi) two regulation tennis courts and two

1 regulation pickleball courts, each having a capacity of four (4) persons at one time, and (xii) a
2 sport court consisting of a basketball goal having a capacity of twenty (20) persons at one time.

3 **9.3 Office Facilities.** An office facility consisting of approximately 566 square feet of
4 total area having a capacity of approximately 10 persons at any one time, will be submitted to
5 condominium ownership as part of the Condominium.

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

9 **10.1 Association Maintenance, Repair, and Replacement Obligation.** The
10 Maintenance of all Common Elements and Association Property shall be performed by the
11 Association, and the cost is a Common Expense, except as may otherwise be specifically noted
12 with respect to Limited Common Elements. The Board has the authority to declare Units in the
13 Condominium not available for occupancy, or other portions of the Condominium Property not
14 available for use, when, in the reasonable discretion of the Board, it is determined that the property
15 cannot be safely inhabited or used, or when the property cannot be used for its intended purposes
16 due to required Maintenance of the Condominium Property. In such cases, the Association shall
17 not be liable to any Unit Owner or any other Person for alternative housing costs, lost rent, loss of
18 use, or any other expense or claim.

19 **10.1.1 General Exterior and Structural Maintenance.** Except as provided
20 otherwise herein, the Association's Maintenance responsibility includes, but is not limited to,
21 exterior painting and waterproofing (including caulking), structural maintenance of the Building,
22 roofing, maintenance of parking facilities, and general exterior maintenance, and operating,
23 maintaining and replacing the Surface Water Management System, but does not include
24 Maintenance of windows, any other exterior item for which Maintenance responsibility is
25 conferred upon the Unit Owner under **Article 10.2**, nor any alteration or addition to the
26 Condominium Property made by a Unit Owner or his or her predecessors in title, nor any portions
27 of the Condominium Property exposed to the elements or any structural element for which this
28 Declaration delegates responsibility to the Unit Owner.

29 **10.1.2 Plumbing and Electrical.** The Association's Maintenance responsibility
30 includes, except as may be specifically otherwise provided to the contrary, without limitation, all
31 electrical conduits and installations located from (but not including) the Unit circuit breaker
32 outward; electrical conduits and installations located within or outside a Unit for the furnishing of
33 Utility Services to another Unit, more than one (1) Unit, or the Common Elements; plumbing
34 fixtures and installations located within or outside a Unit for the furnishing of Utility Services to
35 another Unit, more than one (1) Unit, or the Common Elements. The Association's Maintenance
36 responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or
37 other electrical, plumbing or mechanical installations located within the Unit and serving only that
38 Unit, or facilities outside the Unit where this Declaration delegates responsibilities to Unit(s)
39 served said items being the Maintenance responsibility of the Unit Owners.

1 **10.1.3 Life Safety Equipment.** All fire safety and other life safety equipment, no
2 matter where located shall be Maintained by the Association, excepting smoke alarms within a
3 Unit serving only that Unit, or other fire or life safety additions installed by individual Unit
4 Owners.

5 **10.1.4 Balcony Screens and Frames.** The Association shall Maintain the
6 hardware and framing for all screen doors and balcony screens. As stated in **Section 10.2.14**, the
7 Unit Owner shall Maintain the screen mesh for all screen doors and balcony screens.

8 **10.1.5 Parking Spaces.** The maintenance, repair and replacement of the parking
9 spaces shall be performed by the Association, and the cost and expense thereof shall be charged to
10 all Unit Owners as a Common Expense, except to the extent (i) set forth in the Parking Easement,
11 or (ii) arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners,
12 in which case such cost and expense shall be paid solely by such Unit Owners.

13 **10.1.6 Incidental Damage.** If, in connection with the discharge of its Maintenance
14 responsibilities, the Association must remove, disassemble, or destroy portions of the
15 Condominium Property which the Unit Owner is required to Maintain, the Association is
16 responsible for reinstallation or replacement of that item, including cabinetry, drywall and
17 moldings, to its unfinished state, and specifically excluding floor coverings, wall coverings, ceiling
18 coverings, paint, wallpaper, paneling, and other finishes, and further provided that the
19 Association's obligations are limited to the replacement of items that were part of the
20 Condominium Property as originally installed by the Developer, or replacements thereof of like
21 kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered
22 cause of loss under the Association's applicable insurance policy, which shall be governed by
23 **Article 13** of this Declaration and the Act. When a Building component which has been damaged
24 or destroyed in connection with the Association's work must be replaced with an upgraded
25 component to comply with current laws, ordinances, or codes, the Unit Owner is responsible for
26 the additional costs, secured by a Lien for Charges, for the amount by which the upgraded
27 component exceeds the cost of a like kind replacement. Repair or replacement of all upgrades or
28 additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner;
29 specifically including, but not limited to, hurricane shutters which the Association must remove in
30 connection with the maintenance of the Building, although the Association may have shutter
31 removal and/or reinstallation work performed by its contractor, and the Unit Owner will be
32 responsible for reimbursement to the Association as a Charge.

33 **10.2 Unit Owner Maintenance, Repair, and Replacement Obligation.** Each Unit
34 Owner is responsible, at his or her own expense, for all Maintenance of his or her own Unit and
35 those Limited Common Elements serving his or her Unit as set forth below, whether ordinary or
36 extraordinary, including, without limitation:

37 **10.2.1 Windows.** The Unit Owner shall Maintain the window installations
38 originally installed by the Developer or subsequent replacements thereof. The Unit Owner's
39 Maintenance responsibility includes the window frame and encasement, the plate glass, balance
40 rods, and all caulking thereof. The Unit Owner is responsible for window locking and opening
41 mechanisms, the windowsill and glass breakage due to any cause, unless covered by insurance.

1 The Owner is responsible for exterior caulking when a window is installed. Thereafter, exterior
2 caulking around the windows, in connection with the Association's general exterior waterproofing
3 program, is the responsibility of the Association.

4 **10.2.2 Drywall and Finishes.** The Unit Owner shall Maintain all drywall or other
5 walls within the Unit, the finishes thereof (including trim and molding), and the structural framing
6 related thereto, including studs and insulation, and specifically including drywall or other walls on
7 the interior side of the exterior boundary walls (including any studs or framing behind such walls
8 and any insulation), and any drywall on the ceiling of the Units, and the permanent finishes or
9 coatings on ceilings.

10 **10.2.3 Electrical.** The Unit Owner shall Maintain all electrical fixtures, apparatus
11 or installations located within the Unit, which service only the individual Unit plus all electrical
12 fixtures, apparatus or installations from and including the circuit breaker inward, which service
13 only that Unit.

14 **10.2.4 Unit Front Entry Door.** The Unit Owner shall Maintain the Unit front
15 entry door, except that the Association may paint the exterior of entry doors, subject to the
16 provisions of **Article 10.11**. The Unit Owner is required to use paint of a color and type approved
17 by the Association when repainting the Unit front entry door.

18 **10.2.5 Other Doors.** The Unit Owner shall Maintain all other doors and the
19 framing and structural components thereof, including trim, caulking, locks and hardware within or
20 servicing the Unit, subject to the provisions of **Article 10.11**.

21 **10.2.6 Window Screens.** The Unit Owner shall Maintain all window screens.

22 **10.2.7 Hurricane Shutters.** The Unit Owner shall Maintain hurricane shutters
23 and the structural components thereof, subject to the provisions of **Article 10.11**.

24 **10.2.8 Electrical, Plumbing, and Mechanical Fixtures.** The Unit Owner shall
25 Maintain the electrical, mechanical and plumbing fixtures and outlets (including connections)
26 within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and
27 all related fixtures and installations.

28 **10.2.9 Appliances.** The Unit Owner shall Maintain all appliances within the Unit.

29 **10.2.10 Heating and Air Conditioning Equipment; Ductwork.** The Unit Owner
30 shall Maintain all portions of the heating and air conditioning equipment (including condensers,
31 air handlers, ductwork, electrical lines, refrigerant lines and discharge lines), dryer vents to the
32 point of termination (even if exterior to the Unit), and air conditioner or air handler discharge lines
33 to the point of termination or connection to another discharge (even if exterior to the Unit).

34 **10.2.11 Floor Coverings.** The Unit Owner shall Maintain carpeting and other floor
35 covering (including balcony areas).

1 **10.2.12 Other Equipment and Fixtures.** The Unit Owner shall Maintain all other
2 equipment or fixtures located or contained entirely within a Unit which serve only that Unit, as
3 well as telephone lines and apparatus from the point where a line or apparatus serves only that
4 Unit, and cable television lines and apparatus from the point where said lines or apparatus serve
5 only that Unit, no matter where located.

6 **10.2.13 Plumbing (Incoming).** The Unit Owner shall Maintain all incoming
7 plumbing from (and including) the shutoff valve (at hot water) inward.

8 **10.2.14 Plumbing (Outgoing).** The Unit Owner shall Maintain outbound plumbing
9 until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is
10 responsible for the remediation of clogged pipes or drains, where the source of blockage or
11 obstruction originates from the Unit, even if the area where the blockage or obstruction is located
12 is outside of the Unit boundary.

13 **10.2.15 Screen Mesh.** The Unit Owner shall Maintain the screen mesh for all
14 screen doors and balcony screens.

15 Any of the above-described areas that are to be Maintained by the Unit Owner, or by the
16 Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the
17 Unit, are declared Limited Common Elements. Responsibility for Maintenance of Condominium
18 Property may not coincide with obligation for insurance of Condominium Property, nor its repair
19 after Casualty, or damage from covered cause of loss under the Association's applicable insurance
20 policy, which are governed by Article 12 and Article 13, respectively.

21 **10.3 Balconies.** The Unit Owner who owns or has the right to the exclusive use of a
22 balcony is responsible for the Maintenance of: balcony floor coverings (the Board may prohibit
23 certain types of floor coverings, adopt specifications for permissible flooring on balconies, and
24 require the removal of existing coverings when necessary for the structural preservation of the
25 Building); enclosures; fixed doors and affiliated framing and hardware thereof; the wiring,
26 electrical outlet(s) and fixture(s) on or servicing the balcony; ceiling fans; and the replacement of
27 light bulbs. The Association is responsible for structural Maintenance of balcony floors, ceilings,
28 screen frames and railings, and the Building walls enclosed by the balconies. Unit Owners may
29 not puncture (by nails, hooks, screws or otherwise) balcony floors, walls, or ceilings, without
30 obtaining the prior written approval of the Board. Painting of the walls and ceiling of the balcony in
31 connection with the painting of the Building is the responsibility of the Association. The Unit Owner
32 may elect, with Board approval, to paint the walls and ceiling subject to the conditions of uniformity
33 of appearance (including, but not limited to, color and texture) as determined by and with prior
34 approval of the Board at his or her own expense. Hot tubs, spas, saunas, tanning beds, and similar
35 apparatus, whether or not affixed to the realty, are prohibited on balconies or within Units.

36 **10.4 Unit Floor Coverings.** All Units above the first floor shall always have the floors
37 covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, foyers, and utility
38 or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may
39 only be installed in areas other than kitchens, bathrooms, balconies, foyers, and utility or laundry
40 rooms, upon prior written approval of the Board, which shall condition its approval on the Unit

1 Owner's proof of the installation of appropriate sound-deadening material. Specifications for
2 sound proofing of hard flooring (wherever located) must be approved in writing by the Board or
3 its representative prior to installation. The Board has the authority to adopt specifications for
4 minimum sound proofing material that will be approved. Installed floor coverings shall, in all
5 cases, and/or in the absence of any specifications adopted by the Board, meet the standards of the
6 Florida Building Code and then-prevailing industry standards applicable to similar condominium
7 buildings in Manatee County, Florida.

8 **10.5 Unit Owner Obligations in Connection with Maintenance, Repair, and**
9 **Replacement.** In connection with his or her Maintenance obligations, the Unit Owner has the
10 responsibility to obtain the prior written approval of the Association, through the Board, before
11 performing any Maintenance which requires: changes or alterations to the physical appearance of
12 the Condominium Property visible from any exterior vantage; excavation; access to the Building's
13 roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing
14 or not; relocation of cabinets or appliances; relocation of Utility, plumbing, or electrical
15 installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as
16 may cause concern for the peace and safety of the Condominium and its Residents or the aesthetics
17 of the Condominium Property, as determined by the Board. The Association may condition such
18 approval on criteria as the Board deems reasonable, including but not limited to:

- 19 • Preservation of uniformity of appearance;
- 20 • Use of contractor(s) that are properly licensed and fully insured, and that the Owner will
21 be financially responsible for any resulting damage to Persons or property not paid by the
22 contractor's insurance. Unit Owners are responsible for the actions of their contractors and
23 warrant to the Association, whether or not specifically made a condition of Association
24 approval (or in cases where no Association approval is required) that all Persons coming
25 into the Condominium Property to perform work on or services for the Unit hold all proper
26 licenses, have obtained all proper permits, and carry such insurance as may be required by
27 law or the Board;
- 28 • Right (but not duty) of oversight by the Association or its agent;
- 29 • The Unit Owner submitting plans as to the scope of the contemplated work;
- 30 • Restrictions as to hours and days of work;
- 31 • Imposition of time limits in which jobs must be completed and prohibitions against major
32 renovations during certain times of year.
- 33 • Restrictions regarding equipment that may be parked or stored on or near the Condominium
34 Property during construction.
- 35 • Restrictions regarding the transport and storage of materials and supplies necessary for the
36 construction to be performed.

1 Unit Owners may not engage in “extensive” remodeling work or “heavy” construction activity,
2 except with prior approval of the Board. “Extensive” remodeling and “heavy” construction shall
3 be as defined or interpreted by the Board from time to time, but whether so defined or interpreted
4 or not, includes, but is not limited to, the following:

- 5 • Activities involving the use of power equipment such as jackhammers, drills, saws, and
6 similar equipment, which create substantial noise, dust, or debris, as determined by the
7 Board.
- 8 • Activities resulting in the creation of substantial noise that can be heard outside of the Unit,
9 or which create substantial dust or debris, regardless of whether power equipment is used
10 or not, as determined by the Board.
- 11 • Activities rendering the Unit uninhabitable during the performance of the work.
- 12 • Activities requiring the storage of materials or equipment on the premises outside of the
13 Unit.
- 14 • Activities involving the presence of work crews or significant numbers of workers, as
15 determined by the Board.
- 16 • Activities requiring the use of scaffolding, booms, or other forms of exterior access.

17 The Association may, but shall not be obligated to, act as the Owner’s agent in obtaining the
18 services of contractors or others to perform Unit Owner Maintenance responsibilities in the event
19 of an emergency, or in non-emergency situations, provided that in non-emergency situations, the
20 Association and the Owner so agree, or absent such agreement when such work is deemed
21 necessary, as determined by the Board, to facilitate projects involving the Association’s
22 Maintenance of the Condominium Property. In all such cases, the Unit Owner is deemed to consent
23 to reimbursement of expenses incurred, secured by such rights as exist for collecting Common
24 Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at
25 all times be responsible to ensure, whether or not Association approval is required for work being
26 done within the Unit or elsewhere upon the Condominium Property, that all contractors and other
27 Persons performing services for the Unit Owner are properly licensed and insured, including
28 required Worker’s Compensation insurance, and that the Condominium Property is kept free from
29 liens and cause no damage to the Condominium Property. The Board has the power (but not the
30 duty) to require proof of: licensure; building permits; and insurance, and may set standards for
31 insurance as to required coverage, deductibles, or other terms and conditions, and may require the
32 Association to be named as an additional insured under such policies. The Unit Owner shall hold
33 the Association harmless from any claim of any nature arising out of failure to comply with these
34 requirements.

35 **10.6 Modifications, Alterations, or Structural Work by Unit Owners.** No Owner
36 may make or permit the making of any modifications or alterations to any portion of his or her
37 Unit visible from the exterior of his or her Unit, or in any manner change the appearance of any
38 portion of the Common Elements, undertake any structural work, or undertake any structural

1 modification or alteration, without first obtaining the written consent of the Board, which consent
2 shall be denied if the Board determines that the proposed modifications or alterations would
3 adversely affect, or in any manner be detrimental to, the Condominium in part or whole.
4 “Structural” work, modifications or alterations include, but are not limited to: relocation of existing
5 electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing
6 fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges;
7 the removal or modification of any partition, door, window or screen; raising ceilings; or relocating
8 kitchen or bathroom cabinetry. For purposes of this provision, the term “structural” work shall also
9 include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any
10 electrical line or fixture, or the removal, modification or creation of any interior partition.
11 Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in
12 the same location, shall not be deemed “structural” and shall not require approval of the
13 Association, unless a building or other permit is required. Further, “structural” work, modifications
14 or alterations includes any and all work that requires a building permit, an electrical permit, a
15 plumbing permit, a mechanical permit, or similar permit from the appropriate governmental
16 agency, whether or not mentioned above.

17 The Board may, in circumstances it deems appropriate, and without limiting the right to ask for
18 plans or specifications and other relevant information, require sealed plans from an Architect or
19 Professional Engineer licensed to practice in Florida as a condition of reviewing any requested
20 modification, alteration or addition to the Condominium Property, which requires Board approval,
21 as set forth above. The Board may require, as a condition of review, the Unit Owner’s obligation
22 to pay the Association’s expenses of review, including, but not limited to, legal, engineering or
23 other consultant fees. The Board, in reaching its decision, may take into account uniformity of
24 appearance, compatibility with architecture in River Dance, A Condominium, the quality of the
25 proposed alteration, objections of neighboring Residents, and such other criteria as the Board may
26 reasonably adopt in reaching its decision, without limitation. The Board may take into account
27 whether other Unit Owners would be able to make such alterations or modifications, and the effect
28 of the fact that similar requests may need to be approved by the Association. If the Board
29 determines to permit any modification or alteration which is visible from the exterior of the Unit,
30 from any vantage, said modification or alteration must also be approved by the Unit Owners in the
31 manner provided in **Article 10.8** of this Declaration, regardless of the cost or expense of such
32 modification or alteration, provided that the Board may waive the requirement for Unit Owner
33 approval if similar modifications or alterations have been approved by the Association previously,
34 are *de minimus* or for safety (as determined in the sole discretion of the Board), or are specifically
35 authorized by the Condominium Documents. If any Unit Owner requests approval of any structural
36 work, modification or alteration, the Association may permit such work, modification or alteration
37 if same would not materially affect or interfere with the Utility Services constituting Common
38 Elements, if any, located therein, the structural integrity of the Building, or create a nuisance or
39 disturbance to neighboring Units. The Board may impose requirements on contractors and
40 condition approval on conditions set forth in **Article 10.5** regarding Unit Owner Maintenance.

41 **10.7 Additional Unit Owner Responsibility for Modifications or Alterations.** If a
42 Unit Owner (or his or her predecessors in title) makes, or has made any modifications or alterations
43 to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit

1 Owner (and his or her heirs, successors in title and assigns) shall be financially responsible for the
2 Maintenance, care, preservation, or reconstruction of the modification or alteration and shall
3 execute such documents as the Association may promulgate, if any, accepting said financial
4 responsibility. Insurance of modifications or alterations shall be the responsibility of the Unit
5 Owner, except as may otherwise be provided by this Declaration or the Act. Any modification or
6 alteration to the Condominium Property made by a Unit Owner may be required to be removed in
7 connection with the Association's Maintenance of the Condominium Property. In such cases, the
8 Unit Owner who installed the modification or alteration (and/or their successors in title) shall be
9 obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation
10 of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to
11 the Common Expense lien created by this Declaration, or alternatively, said Owner may be
12 required to remove and reinstall said modification or alteration, if so determined by the Board.
13 Further, the Association, its contractors and agents, shall not be liable for any damage to the item
14 arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful
15 misconduct of the Association or its contractor or agent, although the Association may provide for
16 stricter liability standards in contracts with contractors.

17 **10.7.1 Sliding Glass Doors.** Several Units contain sliding glass doors which were
18 added as a Unit Owner modification and were not part of the original construction by the
19 Developer. Pursuant to **Section 10.7** above, the subject Unit Owner(s) shall be responsible for the
20 Maintenance, care, preservation or reconstruction of the sliding glass doors.

21 **10.8 Material Alterations or Substantial Additions by Association.** Except as may be
22 provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or
23 Substantial Addition to the Common Elements or Association Property, which is real property by
24 the Association, except as authorized by the Board. Provided, however, that if any such Material
25 Alteration or Substantial Addition requires or obligates the expenditure of Association funds of
26 more than five percent (5%) of the Association's operational budget for the fiscal year in which
27 the work is authorized, including reserves, the Board shall obtain approval of at least two-thirds
28 (2/3^{rds}) of the Voting Interests of the Association present (in person or by proxy) and voting at a
29 duly noticed meeting at which a quorum has been attained, or by written agreement of at least two-
30 thirds (2/3^{rds}) of the entire Voting Interests. Necessary maintenance of the Common Elements or
31 Association Property, regardless of the level of expenditure, is the responsibility of the Board.
32 Cellular antennae and similar apparatus and apparatus to provide communication or internet
33 services as provided in **Article 1.13**, may be placed on the Condominium Property as authorized
34 by the Board, subject to approval of any other entity that may be required.

35 **10.9 Damage Caused by Conditions of the Condominium Property.** Each Unit
36 Owner is liable to the Association and/or other Unit Owners for the expenses of any Maintenance
37 of the Condominium Property, made necessary by his or her act, omission, negligence, violation
38 of the Condominium Documents or applicable law, or same by any member of his or her Family
39 or his, her, or their Occupants, Residents, Guests, Tenants or Invitees. If any condition, defect or
40 malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to
41 insure or Maintain is caused by the Owner's (or his or her Family member's, Occupant's,
42 Resident's, Guest's, Tenant's or Invitee's) act, omission, negligence, or failure to comply with the

1 Condominium Documents or applicable law, causes damage to the Common Elements,
2 Association Property, or to other Units, the Owner of the offending Unit shall be liable to the
3 Person or entity responsible for repairing the damaged areas for all costs of repair or replacement
4 not paid by insurance (including the deductible) and without waiver of any insurer's subrogation
5 rights, and without impairing any coverage obligation which may exist as a matter of law or
6 contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking
7 to impose such liability being adequately insured based on local standards and conditions. Further,
8 any claim of a Unit Owner against the Association or another Unit Owner relative to damage to
9 the Condominium Property, to the extent the Association or other Unit Owner might otherwise be
10 liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the
11 Unit Owner making the claim being adequately insured based on local standards and conditions,
12 whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail
13 to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance,
14 if obtained pursuant to the above-described standards, would have provided coverage or
15 compensation for the loss and without waiving any other remedy of the Association regarding Unit
16 Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance
17 as a limitation on making third party claims shall not be construed to confer any additional liability
18 or responsibility on the Association or other Unit Owners (without limitation, the Association shall
19 not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners
20 and the Association to respectively insure risks that are customarily experienced in condominiums
21 located in Florida's coastal communities, condominiums in general, including, but not limited to,
22 damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes,
23 water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally
24 required.

25 Unit Owners are responsible for the regular inspection of their Units, maintaining appropriate
26 temperature and humidity control to prevent mold, and to promptly report to the Association any
27 damage to the Condominium Property that is visible from within the Unit or its appurtenant
28 Limited Common Elements, or any other conditions which are relevant to the Association's
29 performance of any Maintenance responsibilities required by the Condominium Documents.

30 In the event any event, condition, or malfunction poses an immediate threat to safety or where
31 damage to the Building must be stopped or mitigated on an emergency basis, the Association may,
32 but is not obligated to, enter Unit(s) without prior notice to the Owner(s) and take reasonable action
33 to mitigate or prevent further damage. Without limitation the Association may take action to stop
34 water discharges and initiate "dry-out" procedures, as agent for the Unit Owner, and at the Unit
35 Owner's expense when portions of the Condominium Property which are the Maintenance
36 responsibility of the Unit Owner are involved, secured by a Lien for Charges.

37 The Association may, but is not obligated to, repair damage without the prior consent of the Owner
38 in the event of an emergency, and the Owner is responsible for reimbursement of the Association,
39 with the cost being secured by a Lien for Charges.

40 Unit Owners are required to shut off the main water supply line to the Unit and any other lines that
41 the Board may specify when the Unit will be unoccupied for seven (7) or more days, and failure
42 to do so will create a presumption of negligence.

1 Unit Owners are also required to ensure that electricity is always available to service the Unit. If
2 the Unit Owner fails to maintain Utility Services to the Unit, the Association has, without waiver
3 of other remedies, the right to enter the Owner's Unit and Limited Common Elements and take
4 any and all lawful actions to make the Utility Services available to service the Unit; in which event,
5 the Unit Owner is charged for such activities (including attorneys' fees incurred by the
6 Association) by the Association which shall be secured by a Lien for Charges.

7 **10.10 Combination of Units.** Two (2) or more contiguous Units may, subject to the prior
8 written approval of the Board, be combined into a single living space. The Board may disapprove
9 such request, based upon its discretion, and upon a finding that the proposed combination of Units
10 is not in the best interests of the Association. The Board, as a condition of approving the
11 combination of Units, may require sealed plans from an Architect or Professional Engineer
12 licensed to practice in Florida, certifying to the Association that the proposed work affiliated with
13 the Unit combination complies with all applicable laws, codes, and ordinances. The Board may
14 further require such Professional Engineer's or Architect's certification at the end of the work,
15 certifying that said work has been performed in accordance with the plans and specifications, and
16 in accordance with all applicable laws, codes, and ordinances. The Owner (and his or her
17 successors in title) shall be required to indemnify and hold the Association and Unit Owners
18 harmless for any claim of any nature arising from the combination of the Units. Should the Board,
19 in its discretion, determine that the Association must retain independent professionals to review
20 the request, including, but not limited to, engineers, architects, or attorneys, the Association may
21 also condition approval of the requesting Unit Owner's agreement to reimburse the Association
22 for said fees and expenses. Units which have been combined shall, after combination, be used only
23 as a "single family" residence (including rental rights) and may not be used as two (2) or more
24 living quarters. Units which have been combined shall constitute two (2) or more Units for
25 purposes of sharing Common Expense, ownership of Common Elements, and voting rights. If
26 Units which have been combined are sold, they shall be sold as a single living quarters, unless
27 specifically approved by the Board to the contrary. If combined Units are to be reconfigured into
28 two (2) or more living spaces, the Board has the authority, using the same criteria listed above for
29 combination of Units, to approve the reconfiguration. Without limitation, the Board has the
30 authority to require plans from an Architect or Professional Engineer licensed to practice in
31 Florida, certifying to the Association, that the reconfiguration of the Units into two (2) or more
32 living spaces is done in accordance with all applicable laws, codes, and ordinances and in
33 accordance with the original configuration of the Units.

34 **10.11 Hurricane Protection.** The Board shall adopt hurricane shutter specifications for
35 the Condominium, which includes color, style, and other factors deemed relevant by the Board.
36 All specifications adopted by the Board shall comply with the applicable building code.

37 Unit Owners are responsible for the installation, operation and Maintenance of hurricane
38 protection on windows, doors (including sliding glass doors), and all exterior openings or apertures
39 servicing the Unit. Notwithstanding any provision in this Declaration to the contrary, the Board
40 may, subject to the provisions of the Act, and with the approval of Voting Interests as may be
41 required by that statute, install and operate hurricane shutters and/or other forms of code compliant
42 hurricane protection (including, but not limited to, code compliant impact glass, windows, and/or

1 doors), except that a vote of the Owners is not required for such installations on or to Building
2 components where the Maintenance of such component is the responsibility of the Association
3 pursuant to this Declaration, and hurricane protection of such components is the responsibility of
4 the Association. The authority conferred by this Article shall apply whether or not such
5 installations constitute a Material Alteration or Substantial Addition to the Common Elements.
6 Costs of installation shall be assessed or charged, and credits given, as provided in the Act.

7 **10.12 Electric Vehicle Charging and Natural Gas Fuel Stations.** The Board, without
8 a vote of the Unit Owners and without regard to **Article 10.8** of this Declaration, may install a
9 common charging or natural gas fuel stations and may set the terms and conditions of its use,
10 including use fees. Individual charging or natural gas fuel stations installed by Unit Owners shall
11 be administered as provided in the Act and subject to Rules of the Board.

12 **10.12.1 Electric Car Charging Stations: Installation, Maintenance and Use.**
13 The installation, maintenance, and use of electric car charging stations by Unit Owners at River
14 Dance Condominium shall be subject to the following:

15 No electric car charging station or similar apparatus (“charging stations”), or any component
16 thereof, may be placed, installed, constructed, or used by a Unit Owner, unless adjacent to the Unit
17 Owner’s assigned parking space, and after having received the prior written approval of the Board.
18 Charging stations may not be installed in any other area of the Condominium, except by the
19 Association.

20 The Unit Owner installing charging stations must engage a licensed contractor for equipment
21 installation and is responsible for associated legal fees as well as the cost of installation,
22 maintenance, repair, removal, and replacement of the equipment.

23 The Unit Owner and each successive Unit Owner shall, for as long as they are an Owner, be
24 responsible for the following:

25 a. The cost of electricity associated with the charging station, installation,
26 maintenance, removal, repair, and replacement of any sub-meters necessary to measure the
27 electricity use associated with the car charging station, which shall be subject to written allocation
28 agreement between the Unit Owner the Association.

29 b. All costs for damage to any persons or property, real or personal, resulting from the
30 installation, maintenance, repair, removal, operation, or replacement of the charging station.

31 If a Unit Owner obtains the approval to install an electrical car charging station, the Unit Owner
32 and all successors in title shall indemnify the Association, its Members, Officers, Directors, agents,
33 representatives and employees, and save and hold them harmless, and defend them at Owner’s
34 sole expense, from any liability or claims, demands, damages, costs or judgments that the
35 Association, its Members, Officers, Directors, agents, representatives, and employees may suffer
36 arising out of or related to the installation, maintenance, operation, use, or removal of the charging
37 station. A Covenant Running with the Land shall be executed and recorded as proof of such
38 undertaking.

1 **11. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the
2 Board, in the manner provided in the Bylaws and as follows and shall be borne by the Unit Owners
3 on the basis set forth in **Article 6** and elsewhere in these Condominium Documents. The
4 Association has the power to levy and collect Assessments against each Unit and Unit Owner in
5 order to provide the necessary funds for proper operation and management of the Condominium
6 and for the operation of the Association. This power includes both “regular” Assessments for each
7 Unit’s share of the Common Expenses or individual Limited Common Expenses (which shall be
8 based upon actual costs to be incurred and not allocated in the manner in which Common Expenses
9 are incurred) as set forth in the annual budget, and “special” Assessments for unusual, nonrecurring
10 or unbudgeted Common Expenses or Limited Common Expenses.

11 **11.1 Liability for Assessments and Charges.** A Unit Owner is liable for all
12 Assessments and Charges coming due while he or she is the Unit Owner. Except as provided in
13 **Article 11.5**, any Person or entity which acquires title to a Unit is jointly and severally liable with
14 their predecessor in title for all unpaid Assessments and Charges against the predecessor for his or
15 her share of the Charges and Assessments, including interest, late fees, attorneys’ fees and other
16 costs and expenses of collection incurred by the Association up to the time of the transfer, without
17 prejudice to any right the transferee may have to recover from the transferor the amounts paid by
18 the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use
19 or enjoyment of any Common Elements or by the abandonment of the Unit for which the
20 Assessments or Charges are made.

21 **11.2 Default in Payment of Assessments for Common Expenses or Charges.**
22 Assessments and installments thereof not paid within ten (10) days from the date when they are
23 due shall incur a late fee and bear interest from the date first due until paid, in an amount as
24 determined by the Board which, unless otherwise specified, shall be the maximum allowed by law.
25 For so long as provided by law, the Association must send a notice of late Assessment, in
26 accordance with the Act, to the delinquent Unit Owner prior to any attorneys’ fees being incurred
27 in collection of the Assessment in accordance with the Act.

28 The Association has a continuing lien on each Condominium Parcel for any unpaid Assessments
29 (including Special Assessments) and Charges on such parcel, with interest, late fees and for
30 reasonable attorneys’ fees, as well as costs and expenses of collection incurred by the Association
31 incident to the collection of the Assessment or enforcement of the lien, including, but not limited
32 to, fees, costs, or expenses incurred in an appeal, in a bankruptcy, in litigating the amount of fees
33 after entitlement thereto has already been determined, and/or in litigating the entitlement to fees.
34 Except as otherwise provided in the Act, no lien may be filed by the Association against a Unit
35 until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered
36 to the Owner, pursuant to the Act. The notice of intent to file a lien includes only those amounts
37 that came due as of the date of said notice. The recorded lien includes the amounts identified in
38 the notice of intent to file a lien along with any additional Assessments (including Special
39 Assessments) or Charges that may have come due since delivery of said notice of intent to file a
40 lien without having to file a separate lien or send a subsequent notice of intent to file a lien.

41 **11.3 Notice of Intention to Foreclose Lien.** So long as required by law, no foreclosure
42 judgment may be entered until at least forty-five (45) days after the Association gives written

1 notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or
2 Charges. If this notice is not given at least forty-five (45) days before the foreclosure action is
3 filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if
4 applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a
5 final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice
6 must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt
7 requested, addressed to the Unit Owner at his or her last known address; and, upon such mailing,
8 the notice shall be deemed to have been given. If after diligent search and inquiry the Association
9 cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice,
10 the court may proceed with the foreclosure action and may award attorneys' fees and costs as
11 permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records
12 a Notice of Contest of Lien as provided in the Act. The notice requirements do not apply if an
13 action to foreclose a mortgage on the Unit is pending before any court; if the rights of the
14 Association would be affected by such foreclosure; and if actual, constructive, or substitute service
15 of process has been made on the Unit Owner.

16 **11.4 Attachment of Rental Income when Unit is Delinquent.** Notwithstanding any
17 other remedy available to the Association under this Declaration, the Bylaws, or applicable law,
18 the Association has the following options when payment of Assessments or Charges are in default
19 (more than ten days in arrears). The Association may, without order of the Court, direct rental
20 income (by written notice to the Tenant with copy to the Unit Owner) from Units in default to be
21 paid directly to the Association until all outstanding Assessments, Charges, other monetary
22 obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if
23 applicable, are paid in full. As an alternative, the Association may apply to a Court of competent
24 jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental
25 proceeds paid on account of a Unit in default paid directly to the Association, the court registry,
26 or a receiver, as the Court may direct. The Association may choose any of these courses of action,
27 or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as
28 the Board deems appropriate, without same constituting a waiver or election of remedies.

29 **11.5 First Mortgagee.** The priority of the Association's lien and the obligation for
30 payment of past due Assessments or other sums due in relation to first mortgagees who obtain title
31 as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

32 **11.6 Certificate of Unpaid Assessments or Charges.** Any Unit Owner has the right to
33 require from the Association a certificate showing the amount of unpaid Assessments or Charges
34 against him or her with respect to his or her Unit. The Association, its agents, and counsel are
35 permitted to charge a fee for preparing such information, in amounts established by the Board, or
36 in a management agreement between the Association and a Community Association Management
37 Firm, or based on reasonable and customary fees charged by legal counsel.

38 **11.7 Lien for Charges.** Except as prohibited by law, there is created by this Declaration
39 a common law and contractual lien to secure payment for any service which the Association
40 provides for an individual Unit Owner or expenses which the Association incurs in regard to a
41 Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By
42 way of example, but not limitation, a Lien for Charges exists to secure repayment to the

1 Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner
2 insurance, or Maintenance responsibility in connection with the Association's discharge of its
3 Common Element Maintenance responsibilities, or address emergency situations, such as water
4 extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and
5 late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the
6 right to recover attorneys' fees, costs and expenses of collection.

7 **11.8 Liens and Encumbrances against Units.** The Association has the right to satisfy
8 any delinquent lien or other security interest against a Unit, including without limitation unpaid ad
9 valorem taxes. The Association has no obligation to satisfy such liens nor ascertain their existence.
10 Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable
11 notice and opportunity to remove the lien. Any such payments made by the Association will be
12 secured by a Lien for Charges.

13 **11.9 Other Remedies.** The Board has the authority to impose such other remedies or
14 sanctions permitted by the Act pertaining to non-payment of monetary obligations to the
15 Association. Without limitation, same include suspension of use rights in Common Elements and
16 Association Property; suspension of voting rights; suspension of the right to serve on the Board;
17 the attachment of rental income; denial of Lease approval requests; and acceleration.

18 **11.10 Non Ad Valorem Special Assessments.** The Unit is a specially benefited property
19 for redevelopment of the City of Bradenton's ("City") waterfront. The City adopted a Resolution
20 levying special assessments on the Unit to be collected annually at the same time as real estate
21 taxes. The original amount of the annual assessment was approximately \$206.00. Commencing
22 January 1, 2006, and annually thereafter, the amount of the special assessment was and is subject
23 to increase consistent with increases in the Consumer Price Index, but not exceeding three and
24 three-fourths percent (3 3/4%) per year. Unit owner acknowledges and approves the special
25 Assessment and further agrees not to impede imposition or collection thereof, in any way.

26 **12. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM.** The
27 administration and management of the Condominium shall be by the Association, which has by
28 and through its Officers and Directors, such powers, authority and responsibilities as are vested in
29 the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida,
30 including, but not limited to, those set forth more specifically elsewhere in the Condominium
31 Documents. The Association has the authority to enter into management and other agreements
32 concerning the matters of common interest through its Officers. The management of the
33 Association and election of the Members to the Board is stated in the Bylaws. Without limiting
34 the foregoing, the Association has the following rights and powers:

35 **12.1 Unit and Limited Common Element Access.** The irrevocable right of access to
36 each Unit and its appurtenant Limited Common Elements during reasonable hours as may be
37 necessary for the Maintenance of any Common Elements or of any portion of a Unit to be
38 maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to
39 the Common Elements or to any Unit or Units, or to determine compliance with the terms and
40 provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted
41 pursuant to such documents, as the same may be amended from time to time. A pass key or code

1 must be provided by the Unit Owner to the Association for each Unit entry door and any private
2 access areas, and as may be applicable air conditioning or utility room or closet, storage unit, and
3 any secured parking area. The Association may utilize a master key/entry system. In the event that
4 Unit Owner fails to provide a key or other applicable means of access, the Association shall be
5 entitled (but is not obligated) to use all reasonable and necessary efforts to access the Unit or
6 Limited Common Element, including, but not limited to, the hiring of a locksmith or the
7 engagement of local fire and rescue authority; in which case, the Association shall also have the
8 right to charge to the Unit Owner all costs and expenses associated with the Association's attempt
9 to gain access to the Unit, secured by a Lien for Charges. Nothing contained in this section shall
10 in any way obligate the Association to act or impose any additional liability or responsibility on
11 the Association with regard to the access of the Unit or Limited Common Elements. When a Unit
12 Owner must Maintain portions of the Condominium Property, and that activity requires access to
13 another Unit, the Unit Owner has reasonable right of access which shall be administered through
14 the Association. The Unit Owner upon whose behalf access has been obtained is obligated for the
15 expense of repairing any damage to the Condominium Property, or other property of the Unit
16 Owner or in the Unit accessed.

17 **12.2 Assessments and Charges.** The power to make and collect regular Assessments,
18 Special Assessments, and other Charges against Unit Owners.

19 **12.3 Delegation.** The power to enter into contracts with others, for valuable
20 consideration, for maintenance and management of the Condominium Property and Association
21 Property and in connection therewith, or its Officers, Committees, Management, or other agents,
22 to delegate the powers and rights herein contained, including, without limitation, the making and
23 collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-
24 payment thereof.

25 **12.4 Regulations.** The power to adopt and amend Rules and Regulations regarding the
26 operation of the Association and use, appearance, maintenance, transfer and administration of the
27 Condominium Property and Association Property.

28 **12.5 Acquisition or Transfer of Real or Personal Property; Leasing Common
29 Elements and Association Property.** The power to acquire real property and transfer real
30 property owned by the Association or otherwise convey and mortgage real property with the same
31 approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval is required
32 to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of
33 foreclosure, nor to dispose of such Unit. No Unit Owner approval is required to acquire and
34 mortgage a Unit in connection with the Association's right of first refusal set forth in **Article 17**,
35 nor to dispose of such Unit. No Unit Owner approval is required for the acquisition or disposition
36 of real property necessary, as determined by the Board, to address legal description or survey
37 errors, or boundary or ownership disputes or uncertainties. Leasing of Units, Common Elements
38 or Association Property may be approved by the Board, as well as the lease fees, use fees, and
39 other fees permitted by the Act or the Condominium Documents. The Board has the authority to
40 acquire personal property and to dispose of same, without need for membership approval.

1 **12.6 Membership Agreements.** The power to enter into agreements to acquire
2 leaseholds, memberships, and other possessory or use interests in lands or facilities such as country
3 clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit
4 Owners as needed to amend the Declaration.

5 **12.7 Fees for Use of Common Elements; Other Fees and Deposits.** The power to set
6 fees, pursuant to the Act. The Board has the authority to set use fees for use of Common Elements
7 or Association Property, as well as the regulations and policies pertaining to such use. The Board
8 may, on a reasonable basis, permit use of the Common Elements or Association Property for
9 private functions. The Board may also establish other fees and deposits determined necessary by
10 the Board. Without limitation, same includes clubhouse/meeting room deposits, use fees and/or
11 clean-up fees; recycling fees; fees for architectural/engineer review of renovation/alteration plans;
12 contractor damage deposits; pet deposits; key/access card deposits; and internet service, facsimile
13 service and other services using Association equipment. Nothing in this Declaration shall be
14 construed as obligating the Association to provide any of the aforementioned services.

15 **12.8 Lease of Association Property or Common Elements.** The power to lease
16 Association Property or Common Elements, as authorized by the Board, including, but not limited
17 to, the lease of Building roof areas and other Common Elements for antennas or other
18 telecommunications and similar equipment.

19 **12.9 Limitation upon Liability of Association.** Notwithstanding the duty to maintain,
20 repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not
21 liable to Unit Owners or any other Person for injury or damages of any nature, other than for the
22 cost of maintenance and repair of items for which the Association is otherwise responsible, caused
23 by the acts or omissions of any third party, caused by progressive, latent or unknown condition of
24 the Condominium Property, nor for any claims for damages or expenses affiliated with the
25 maintenance and repair of the Condominium Property, except incidental damage to Owner
26 property as provided in **Article 10.1.6**. The Association has no liability in any case for loss of use
27 or inability to inhabit the Condominium Property during work performed by, or at the direction of
28 the Association, when the Board reasonably believes the property cannot be safely occupied or
29 occupied in a manner that would unreasonably impede the work during said period(s) of time.
30 Without limiting the intended generality of the foregoing, the Association has no liability for loss
31 of use, loss of rental income, alternative housing or subsistence expenses, or loss of value.

32 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN**
33 **THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR**
34 **BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR**
35 **RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF,**
36 **THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF**
37 **ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT**
38 **LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES**
39 **OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE**
40 **GENERality OF THE FOREGOING:**

1 **12.9.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM**
2 **DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE**
3 **ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE**
4 **THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE**
5 **TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF**
6 **ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM**
7 **PROPERTY AND THE VALUE THEREOF; AND**

8 **12.9.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN**
9 **CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS OF THE**
10 **UNITED STATES, STATE OF FLORIDA, MANATEE COUNTY, AND/OR ANY OTHER**
11 **JURISDICTION OR FOR THE PREVENTION OF TORTIOUS OR CRIMINAL**
12 **ACTIVITIES; AND**

13 **12.9.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS**
14 **SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,**
15 **SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS**
16 **LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A**
17 **DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY**
18 **OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN**
19 **TO BE USED FOR ANY SUCH REASON.**

20 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR**
21 **LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**
22 **PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO**
23 **HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS**
24 **AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR**
25 **CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE**
26 **ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.**

27 **AS USED IN THIS ARTICLE, “ASSOCIATION” INCLUDES WITHIN ITS MEANING**
28 **ALL OF THE ASSOCIATION’S DIRECTORS, OFFICERS, COMMITTEE MEMBERS**
29 **AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY,**
30 **TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING,**
31 **REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR**
32 **SUBROGATION RIGHTS OF ANY INSURER.**

33 **12.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew.** Each
34 Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is
35 conducive to the growth of mold and/or mildew. The Board has the authority to adopt reasonable
36 Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that
37 the air conditioning to the Units be set within certain temperature and/or humidity ranges and may
38 require Owners to take such further actions as the Board deems advisable to control humidity and
39 mold and/or mildew growth.

1 The Association is not responsible for the prevention of mold and/or mildew or any damages
2 including, but not limited to, any special or consequential damages, property damages, personal
3 injury, loss of income, emotional distress, death, loss of use, diminution or loss of value of the
4 Unit, economic damages, and adverse health effects relating to, arising from or caused by mold
5 and/or mildew accumulation regardless of the cause of said mold/or mildew. Prevention and
6 remediation of mold within the boundaries of a Unit, or on Common Elements when due to interior
7 Unit conditions or events, is a Unit Owner responsibility.

8 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR**
9 **LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**
10 **PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO**
11 **HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS,**
12 **DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND**
13 **EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR**
14 **UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN**
15 **LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS,**
16 **AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION**
17 **IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR**
18 **OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION**
19 **RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY**
20 **CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH,**
21 **RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW**
22 **OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.**

23 **12.11 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has
24 accumulated in the Building and Units in sufficient quantities, may present health risks to Persons
25 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been
26 found in buildings in Florida. Additional information regarding radon and radon testing may be
27 obtained from your county public health department. The foregoing notice is provided for
28 informational purposes only. The Association does not conduct radon testing with respect to the
29 Condominium and specifically disclaims any and all representations or warranties as to the absence
30 of radon gas or radon producing conditions in connection with the Condominium. The Association
31 is not responsible for mitigating the existence of radon inside of Units and may establish such
32 conditions as the Board deems appropriate if the Association approves an Owner request to install
33 mitigation equipment.

34 **EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS**
35 **OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN**
36 **UPON/OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**
37 **PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH**
38 **USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE**
39 **AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS,**
40 **DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES,**
41 **WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR**
42 **UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW**

1 **OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED**
2 **WITH INDOOR AIR QUALITY, RADON GAS, OR THE RELEASE, DISCHARGE,**
3 **DISPERSAL OR PRESENCE OF RADON GAS. THE PROVISIONS OF THIS ARTICLE**
4 **SHALL ALSO INURE TO THE BENEFIT OF THE ASSOCIATION, ITS OFFICERS,**
5 **DIRECTORS, MEMBERS, AND AGENTS WHICH SHALL BE FULLY PROTECTED**
6 **HEREBY.**

7 **12.12 Atmospheric Conditions, Pollution, Contaminants, Communicable Diseases,**
8 **Viruses, and Public Health.** Notwithstanding the duty to maintain, repair, replace, insure, or
9 reconstruct parts of the Condominium Property or Association Property, the Association is not
10 liable to Unit Owners or any other Person for injury or damages of any nature caused by
11 atmospheric or natural conditions, including but not limited to red tide, pollution, algae, natural
12 debris, viruses, airborne or other communicable diseases, or acts of God, which shall collectively
13 be referred to herein as “public health” for simplicity. Without limiting the intended generality of
14 the forgoing, the Association has no liability for loss of use, loss of rental income, alternative
15 housing or subsistent expenses, loss of value, personal or property injury, or death arising from
16 public health matters.

17 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN**
18 **THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR**
19 **BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR**
20 **RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF,**
21 **THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF**
22 **ANY PORTION OF THE CONDOMINIUM PROPERTY AND/OR ASSOCIATION**
23 **PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR**
24 **FAMILIES, GUESTS, TENANTS, INVITEES OR FOR ANY PROPERTY OF ANY SUCH**
25 **PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

26 **12.12.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM**
27 **DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE**
28 **ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE**
29 **THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE**
30 **TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF**
31 **ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM**
32 **PROPERTY AND/OR ASSOCIATION PROPERTY AND THE VALUE THEREOF; AND**

33 **12.12.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT**
34 **BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS,**
35 **POLICIES OR RECOMMENDATIONS OF THE UNITED STATES, STATE OF**
36 **FLORIDA, MANATEE COUNTY, AND/OR ANY OTHER JURISDICTION**
37 **REGARDING MATTERS OF PUBLIC HEALTH OR FOR THE PREVENTION OF**
38 **INJURIES OR DAMAGES TO PERSONS OR PROPERTY ARISING THEREFROM;**
39 **AND**

40 **12.12.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS**
41 **SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,**

1 SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS
2 LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A
3 DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY
4 OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN
5 TO BE USED FOR ANY SUCH REASON.

6 EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR
7 LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM
8 PROPERTY AND/OR ASSOCIATION PROPERTY SHALL BE BOUND BY THIS
9 PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY
10 AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE
11 ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR
12 WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS
13 PROVISION.

14 AS USED IN THIS ARTICLE, "ASSOCIATION" INCLUDES WITHIN ITS MEANING
15 ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS
16 AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY,
17 TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING,
18 REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR
19 SUBROGATION RIGHTS OF ANY INSURER.

20 NOTHING HEREIN SHALL PREVENT OR LIMIT THE ASSOCIATION FROM
21 EXERCISING THE POWERS SET FORTH IN THE CONDOMINIUM DOCUMENTS OR
22 APPLICABLE LAW, INCLUDING THE EXERCISE OF EMERGENCY POWERS AS
23 WELL AS THE GENERAL ADMINISTRATION OF THE CONDOMINIUM PROPERTY
24 AND ASSOCIATION PROPERTY AND THE AFFAIRS OF THE ASSOCIATION.
25 HOWEVER, THE EXERCISE OF SUCH POWERS SHALL NOT BE DEEMED TO
26 WAIVE, ABANDON OR LESSEN THE PROVISIONS OF THIS ARTICLE, WHICH
27 HAVE BEEN APPROVED BY THE OWNERS FOR THE COLLECTIVE PROTECTION
28 OF THE ASSOCIATION.

29 **12.13 Restraint upon Assignment of Shares in Assets.** The share of a Unit Owner in
30 the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any
31 manner except as an appurtenance to his or her Unit.

32 **13. INSURANCE.** The insurance which shall be carried upon the Condominium Property,
33 including the Units, Common Elements, and Association Property, shall be as follows:

34 **13.1 Authority to Purchase Insurance.** All insurance policies shall be purchased by
35 the Association for the benefit of the Association and the Unit Owners and their mortgagees as
36 their respective interests may appear.

37 **13.2 Coverage.** All provisions pertaining to insurance coverage shall be construed in
38 accordance with the Act, and insurance policies purchased by the Association is intended to
39 comply with all coverage requirements of the Act.

1 **13.2.1 Property Insurance.** Except as otherwise provided in this Declaration, the
2 Association shall obtain and maintain fire, wind, general property and extended coverage
3 insurance with a responsible insurance company upon the Insurable Improvements of the
4 Condominium, for the replacement value thereof, including coverage for changes in building
5 codes, unless the Board determines that such coverage for changes in building codes is not
6 reasonably available or commercially practicable, and less a commercially reasonable deductible
7 as determined by the Board, provided the Board may exclude landscaping and exterior
8 improvements not customarily insured by condominium associations in the locality, and other
9 customary exclusions such as foundation and excavation costs, in its discretion. The Association
10 shall determine the replacement value of the Insurable Improvements through independent
11 appraisal, at least every thirty-six (36) months, so long as required by the Act. The Board shall
12 establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting,
13 and determine the deductibles, as required by the Act, so long as required by the Act.
14 Notwithstanding the foregoing requirement, the Association, through its Board, will have fulfilled
15 its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may
16 be reasonably available from time to time given market and economic conditions, provided such
17 coverage shall always meet the minimum level of adequate coverage required by the Act. Unless
18 otherwise required by law, and subject to **Article 1.25**, the Unit Owners are responsible to insure
19 all alterations, modifications or additions made to the Unit, Limited Common Elements, or
20 Common Elements by said Unit Owner, or his or her predecessor in interest or title, except
21 insurance of elements previously insured by the Association which have been replaced with code
22 compliant elements, which shall be considered Insurable Improvements, except as may otherwise
23 be provided by law, or except where a master policy purchased by the Association includes
24 coverage for such alterations, modifications, or additions, when the Declaration requires their
25 insurance and when such policies are purchased such required coverage shall be presumed.

26 **13.2.2 Flood.** The Association shall use its best efforts to obtain and maintain
27 adequate flood insurance, for replacement value, less a commercially reasonable deductible as
28 determined by the Board, and less foundation and excavation costs if determined by the Board.
29 The Association will have discharged its responsibility to use its “best efforts” to obtain “adequate”
30 flood insurance if it is able to purchase flood insurance up to the limits available through the
31 National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related
32 program, or through private carriers with similar coverage, for premium rates that are generally
33 commensurate with flood insurance premium rates for condominiums in the local area.

34 **13.2.3 Liability Insurance.** The Association shall obtain and maintain public
35 liability insurance covering all of the Common Elements and Association Property and insuring
36 the Association and the Unit Owners as their interest may appear in such amount as the Board may
37 deem appropriate. The Board has the authority to compromise and settle all claims against the
38 Association or upon insurance policies held by the Association. The Unit Owners shall have no
39 personal liability upon such claims, except as may be otherwise provided by law, and nothing
40 herein contained shall in any way be construed as imposing upon the Association a duty to assess
41 Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of
42 insurance coverage.

1 **13.2.4 Fidelity Bond.** The Association shall obtain and maintain insurance or
2 fidelity bonding of all Persons who control or disburse funds of the Association. The insurance
3 policy or fidelity bond must cover the maximum funds that will be in the custody of the Association
4 or its management agent at any one (1) time. As used in this paragraph, the term “Persons who
5 control or disburse funds of the Association” includes, but is not limited to, those individuals
6 authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer
7 of the Association.

8 **13.2.5 Worker’s Compensation.** Such worker’s compensation coverage as may
9 be required by law or deemed advisable by the Board.

10 **13.2.6 Other Insurance.** Such other insurance as the Board may from time to time
11 deem to be necessary, including, but not limited to, Errors and Omissions Officers and Directors
12 Liability insurance coverage and insurance for the benefit of its employees.

13 **13.3 Deductible and Other Insurance Features.** The Board shall establish the amount
14 of the deductible under the insurance policies, and other features (including, but not limited to,
15 exclusions), as it deems desirable and financially expedient, in the exercise of its business
16 judgment, and in the method provided by the Act. The deductible and other features shall be
17 consistent with industry standards and prevailing practice for communities of similar size and age
18 and having similar construction and facilities in the locale where the Condominium Property is
19 situated.

20 **13.4 Premiums.** Premiums upon insurance policies purchased by the Association are
21 paid by the Association as a Common Expense.

22 **13.5 Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the
23 Association covering property losses shall be paid to the Association, and all policies and
24 endorsements thereon shall be deposited with the Association. The duty of the Association is to
25 receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein
26 and for the benefit of the Unit Owners and their mortgagees in the following shares:

27 **13.5.1 Common Elements; Proceeds on Account of Damage to Common**
28 **Elements.** An undivided share for each Unit Owner, such share being the same as the undivided
29 share in the Common Expenses appurtenant to the Unit.

30 **13.5.2 Unit; Proceeds on Account of Damage to Units Shall be Held in the**
31 **Following Undivided Shares.**

32 **13.5.2.1 Surplus.** It shall be presumed that the first monies disbursed
33 in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a
34 balance in a construction fund after payment of all costs relating to the reconstruction and repair
35 for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

36 **13.5.2.2 Common Elements and Units.** When both Common
37 Elements and those portions of the Unit insured by the Association are damaged by a common

1 occurrence, the proceeds of insurance shall be allocated between damage to Common Elements,
2 Limited Common Elements, and Units as the Board shall determine. It shall be presumed that
3 when there are insurance proceeds received on account of a common Casualty or covered cause of
4 loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or
5 covered cause of loss repair (including, but not limited to, shortfalls occasioned by the existence
6 of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then
7 to damage to Units and Limited Common Elements, it being the intent of this provision that when
8 there is a common Casualty loss or covered cause of loss under the Association's applicable
9 insurance policy causing significant damage to the premises, the shortfalls occasioned by
10 deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common
11 Elements and not applied first to Unit damage. In situations where the Association receives
12 insurance proceeds for an item which the Act generally requires to be insured by the Owner (by
13 way of example, but not limitation, flood insurance proceeds for cabinetry), the Association may
14 disburse these funds to the Owner and may require such assurances as the Board determines
15 reasonable, including, but not limited to, the requirement of the signing of a release, and/or an
16 undertaking to perform the work, and/or requirement that the monies will not be released until the
17 work is complete.

18 **13.5.3 Mortgages.** In the event that a mortgage endorsement has been issued as to
19 a Unit, the share of that Unit Owner is held in trust for the mortgagee and the Unit Owner as their
20 interests may appear; provided, however, that no mortgagee shall have any right to determine or
21 participate in the determination as to whether or not any damaged property shall be reconstructed
22 or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a
23 mortgage debt any insurance proceeds.

24 **13.6 Distribution of Proceeds.** Proceeds of insurance policies received by the
25 Association is distributed in the following manner:

26 **13.6.1 Reconstruction or Repair.** If the damage for which the proceeds are paid
27 is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere
28 provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit
29 Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

30 **13.6.2 Failure to Reconstruct or Repair.** If it is determined in the manner
31 elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or
32 repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination
33 approved pursuant to **Article 20**.

34 **13.7 Association as Agent.** The Association is irrevocably appointed agent for each
35 Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of
36 any other interest in the Condominium Property or any property in which the Association owns an
37 interest, to adjust all claims arising under insurance policies carried by the Association, and to
38 execute and deliver releases upon the payment of such claim.

39 **14. RECONSTRUCTION AFTER CASUALTY.** If any part of the Condominium Property
40 shall be damaged by Casualty or covered cause of loss under the Association's applicable

1 insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the
2 following manner:

3 **14.1 Common Elements.** If the damaged improvement is any of the Common Elements,
4 the damaged Common Elements shall be reconstructed or repaired, unless the Condominium is to
5 be terminated as provided elsewhere herein.

6 **14.2 The Building.**

7 **14.2.1 Lesser Damage.** If the damage renders less than 50% of the Units in the
8 Condominium uninhabitable, as determined by the Board or governmental agencies of jurisdiction,
9 the damaged property shall be reconstructed or repaired.

10 **14.2.2 Major Damage.** If the damage renders more than 50% of the Units in the
11 Condominium uninhabitable, as determined by the Board or governmental agencies of jurisdiction,
12 the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests
13 in the Condominium agree in writing that such reconstruction or repair shall not take place. The
14 decision whether or not to reconstruct or repair shall be made within one hundred eighty (180)
15 days after the Casualty or covered cause of loss under the Association's applicable insurance
16 policy, provided however that the Board has the authority to extend this period for decision-
17 making, not to exceed five (5) years, to deal with exigencies in communication with Unit Owners
18 caused by natural disasters or other significant casualties, or to deal with delays in obtaining
19 information regarding reconstruction costs or insurance proceeds available for reconstruction.

20 **14.2.3 Plans and Specifications.** Any reconstruction or repair must be
21 substantially in accordance with the plans and specifications for the original Condominium
22 Property, as set forth in the plans and specifications, or if not, then according to plans and
23 specifications approved by the Board, regardless of whether it is a Material Alteration or
24 Substantial Addition as described in **Article 10.8**, and no vote of the Unit Owners shall be required.

25 **14.2.4 Definition of "Uninhabitable."** For purposes of this Declaration,
26 "uninhabitable" means that the Board has concluded that the Condominium Property which the
27 Association is required to insure cannot be restored to the condition (or a better condition) in which
28 it existed prior to the Casualty or covered cause of loss under the Association's applicable
29 insurance policy through available insurance proceeds, plus a Special Assessment against each
30 Unit Owner not to exceed ten percent (10%) of the average fair market value of the Units prior to
31 the Casualty or covered cause of loss, as determined by the Board. This calculation does not
32 include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the
33 Unit Owner's expense. A governmental agency's declaration or order that the Condominium
34 Property may not be occupied for a defined period of time due to safety concerns shall not
35 conclusively establish that Units are uninhabitable, provided that the Units can be made safe for
36 occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not
37 Units are "habitable," a resolution enacted by the Board is binding on all parties, unless wholly
38 arbitrary or contrary to law.

1 **14.3 Responsibility.** All reconstruction work after a Casualty or covered cause of loss
2 under the Association’s applicable insurance policy for damaged items that the Association insures
3 shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction
4 work on portions of the Unit with the prior written consent of the Board. However, such work, and
5 the disbursement of insurance proceeds, may be conditioned upon the approval of the repair
6 methods, the qualifications of the proposed contractor, the contract that is used for that purpose,
7 and reasonable verification of appropriate steps to ensure that the work is done and that the
8 contractor is paid for the performance of said work. Unit Owners shall be responsible for
9 reconstructing those items that the Unit Owners are required to insure. All required governmental
10 permits and approvals must be obtained prior to commencing reconstruction. Assessments for the
11 cost of the work shall be set forth in **Article 14.5** below.

12 **14.4 Estimates of Costs.** After a determination is made to rebuild or repair damage to
13 property for which the Association or Unit Owner has the responsibility of reconstruction and
14 repair, the Association or Unit Owner shall promptly obtain reliable and detailed estimates of the
15 cost to rebuild or repair.

16 **14.5 Assessments.** The cost of reconstruction after Casualty for those portions of the
17 Condominium Property required to be insured by the Association is considered a Common
18 Expense, pursuant to Section 718.111(11)(j) of the Act, except as provided elsewhere, including,
19 but not limited to, Section 718.111(11)(n) of the Act.

20 **14.6 Damage Caused by Wear and Tear of the Condominium Property or**
21 **Uninsurable Loss.** Damage to the Condominium Property that is not caused by a Casualty, as
22 defined in **Article 1.9** or covered cause of loss under the Association’s applicable insurance policy,
23 shall be repaired or replaced in accordance with the provisions of **Article 10** and shall not be subject
24 to this **Article 14**.

25 **14.7 Termination of Condominium if Not Reconstructed.** If the Owners vote not to
26 reconstruct the Condominium by vote described in **Article 14.2.2**, the Condominium shall be
27 terminated in accordance with the procedures set forth in **Article 20**.

28 **15. OWNERSHIP AND USE RESTRICTIONS.** Ownership and use of Condominium
29 Property shall be in accordance with the following use restrictions and reservations:

30 **15.1 Occupancy of Units; Single Family Residence.** Each Unit shall be used as a single
31 family residence only, except as otherwise herein expressly provided. However, any home
32 occupations or other uses permitted in residential single-family (RSF) districts in the City of
33 Bradenton shall also be permitted. Occupants of an approved leased or subleased Unit must be an
34 individual lessee or sublessee and such Persons’ families who reside with them. Under no
35 circumstances may more than one family reside in a Unit at one time. In no event shall occupancy
36 (except for temporary occupancy by visiting Guests) exceed two (2) Persons per bedroom and/or
37 den (as defined by the Association for the purpose of excluding from such definition living rooms,
38 dining rooms, family rooms, kitchens and the like). Unless otherwise determined by the Board of
39 Directors of the Association, a Person(s) occupying a Unit without the Unit Owner or a member
40 of his Family being present shall not be deemed a Guest but, rather, shall be deemed a lessee for

1 purpose of this Declaration (regardless of whether a Lease exists or rent is paid) and shall be
2 subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph
3 is to prohibit the circumvention of the provisions and intent of this **Article 15.1** and the Board of
4 Directors of the Association shall enforce, and the Unit Owners shall comply with same with due
5 regard for such purpose. No Person may occupy or otherwise be present within a Unit, or otherwise
6 present on the Condominium Property as a Family member, Occupant, Tenant, Guest, or Invitee
7 if such Person:

8 **15.1.1** Has been convicted of, pled no contest to, or has been released from
9 incarceration, probation or community control for:

10 **15.1.1.1** a capital, first or second degree felony involving violence to
11 Persons within the past ten (10) years; or

12 **15.1.1.2** a first or second degree felony involving illegal drugs within
13 the past ten (10) years; or

14 **15.1.1.3** any drug offence involving the manufacture and/or
15 distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

16 **15.1.1.4** a felony involving sexual battery, sexual abuse, or lewd and
17 lascivious behavior regardless of when that conviction, plea or release occurred;

18 **15.1.2** Has been labeled a sexual offender or a sexual predator by any
19 governmental or quasi-governmental agency regardless of when that label occurred; or

20 **15.1.3** Is currently on probation or community control for a felony involving
21 violence to another or damage to or theft of property.

22 **15.1.4** The conduct of background investigations and the extent of such
23 investigation, if any, shall be as determined by the Board in its discretion.

24 **15.2 Nuisance.** No Unit Owner, or their Tenants, Guests, or Invitees may use the
25 Condominium Property for any immoral, indecent, improper, or unlawful purpose and no use or
26 behavior shall be allowed which will create a public or private nuisance, nor which shall
27 unreasonably interfere with the quiet possession or enjoyment of the Condominium Property,
28 which will increase insurance rates, or which will negatively affect the value of Units. All property
29 shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose
30 of furnishing services and facilities as herein provided for the welfare and enjoyment of the
31 Residents. The Condominium Property shall be used in accordance with all federal, state, and local
32 laws and ordinances.

33 **15.3 Antennae, etc.** Cellular antennae and similar apparatus and apparatus to provide
34 communication or internet services as provided in **Article 1.13**, may be placed on the
35 Condominium Property as authorized by the Board, subject to approval of any other entity that
36 may be required.

1 **15.4 Recreational and Commercial Vehicle Parking and Storage.** No boats, trucks
2 over ¾ tons, commercial vehicles, trailers, recreational vehicles, motor homes or other motor
3 vehicles, except 4-wheel passenger automobiles or non-commercial vans or pickup trucks, as
4 determined by the Board of Directors, shall be placed, parked or stored upon the Condominium
5 Property or in the Common Elements for a period of more than four (4) hours unless such vehicle
6 is necessary in the actual construction or repair of a structure or for ground maintenance. No
7 maintenance or repair shall be performed upon any boat or motor vehicle not owned or controlled
8 by the Association in the Condominium Property.

9 **15.5 Clothes Lines.** No portion of any of the Common Elements or Limited Common
10 Elements shall be used as a drying or hanging area for laundry or unsightly objects of any kind.

11 **15.6 Air Conditioning Units.** No window air conditioning unit shall be installed in any
12 Unit.

13 **15.7 Washing.** No vehicle washing shall take place on the Condominium Property. No
14 Unit Owner shall clean a balcony or terrace with a hose or other means resulting in water drainage
15 or runoff from the balcony or terrace. Such cleaning shall be done with a mopping-style so as to
16 minimize any such runoff which would inconvenience, stain or be a nuisance to balconies, terraces,
17 and other Common Elements on lower floors.

18 **15.8 Lights.** No colored lights of any kind, including Christmas lights, shall be displayed
19 on the exterior of any Unit by a Unit Owner. The Association may display lights or decorations
20 on the Common Elements.

21 **15.9 Alterations.** Without limiting the generality of **Article 10.6** hereof, no Unit Owner
22 shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant
23 thereto or Common Elements, including, but not limited to, painting or other decorating of any
24 nature, installing any electrical wiring, television antenna, machinery, pools, whirlpools or saunas,
25 or air-conditioning units or in any manner changing the appearance of any portion of the Building
26 which is visible from outside, without obtaining the prior written consent of the Association (in
27 the manner specified in **Article 10.6** hereof). Specifically, no Unit Owner shall paint or otherwise
28 change the appearance of any exterior wall, door, window, patio, balcony, entry court or other
29 exterior surface; place any sunscreen, blind or awning on any balcony or terrace; remove any
30 awning installed by Developer or Association; place any draperies or curtains at the windows of
31 any Unit without a solid, light color liner acceptable to the Board of Directors facing the exterior
32 of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely
33 affect the uniform exterior appearance of the Building in the opinion of the Board of Directors;
34 erect any exterior lights or signs; place any signs or symbols in windows or on any balcony, terrace
35 or exterior surface, or; erect or attach any structures or fixtures within the Common Elements.

36 **15.10 Use of Common Elements.** The Common Elements shall be used only for
37 furnishing of the services and facilities for which they are reasonably suited and which are incident
38 to the use and occupancy of Units. The Common Elements shall not be used in any manner which
39 abridges the equal rights of other Unit Owners to their use and enjoyment, except as otherwise

1 specifically allowed or provided (such as the temporary reservation of certain facilities for a
2 function).

3 **15.11 No Improper Uses.** No improper, immoral, offensive, hazardous or unlawful use
4 shall be made of the Condominium Property or any part thereof, and all valid laws, zoning
5 ordinances and regulations of all governmental bodies having jurisdiction thereover shall be
6 observed. Violations of laws, orders, rules, regulations or requirements of any governmental
7 agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall
8 be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion
9 of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and
10 any provisions of this Declaration, the Article of Incorporation or By-Laws, the Association shall
11 not be liable to any person(s) for its failure to enforce the provisions of this **Article 15.11**.

12 **15.12 Exterior Improvements; Potted Plants; Outdoor Furniture.** Without limiting
13 the generality of **Articles 10.6. and 15.9** hereof, unless otherwise specifically permitted by law, no
14 Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the
15 exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings,
16 signs, screens, window tinting, and equipment), without the prior written consent of the
17 Association. Provided however, without consent of the Board of Directors (i) a Unit Owner may
18 display one portable, removable United States flag in a respectful way, and (ii) on Armed Forces
19 Day, Memorial Day, Flag Day, Independence, and Veterans Day, a Unit Owner may display in a
20 respectful way, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent
21 the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Potted plants are
22 permitted on the balconies, subject to regulation by the Board of Directors. Outside furniture is
23 permitted on the balconies, subject to regulation by the Board of Directors.

24 **15.13 Pets.** Pets shall not be permitted to become a source of annoyance or a nuisance
25 to Unit Owners or Occupants of Units and are subject to removal from the Condominium at the
26 discretion of the Board of Directors after a hearing conducted in the same manner as hearings for
27 fines.

28 **15.13.1** Pets are limited to dogs, cats, fish, birds, hamsters, and any other pets
29 identified by the Board of Directors as common household pets. Exotic animals, including reptiles
30 and spiders are not authorized.

31 **15.13.2** Tenants are allowed to keep pets in the Unit during their residence,
32 provided the Unit Owner agrees in writing and provided a copy of the agreement to the Manager,
33 and the Tenant's pets conform to all the provisions of the Association's Condominium Documents.

34 **15.13.3** No more than two dogs or two cats (or one of each) may reside within any
35 owner occupied Unit. There is no weight restriction for dogs belonging to Owners and residing in
36 Owner occupied Units. No more than two dogs or one dog (or no more than one of each) may
37 reside in a Tenant occupied Unit. The adult weight of any dog residing in the Unit of a Tenant
38 may not exceed thirty (30) pounds. Cats belonging to either Owners or Tenants must not weigh
39 more than twenty (20) pounds.

1 **15.13.4** Guests are not allowed to bring pets onto the Condominium Property.

2 **15.13.5** Aggressive breeds of dogs (pure breeds or one-half or more mixed breed)
3 are not allowed, including, but not limited to the following: pit bulls, American Pit bull, Terrier,
4 American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Mastiff, Rottweiler,
5 Doberman pinscher. Any dog suspected of being aggressive must successfully pass screening for
6 temperament by a properly trained individual, as determined by the Board.

7 **15.13.6** No more than one small domestic bird may be kept in a Unit. No domestic
8 bird of a variety which will emit sounds that can be heard in contiguous Units may be kept by a
9 Unit Occupant.

10 **15.13.7** Aquariums may not exceed ten gallons in capacity. Only one aquarium
11 per Unit is permitted.

12 **15.13.8** No dog or cat shall be permitted outside of its Owner's Unit unless
13 attended by an individual willing and able to fully control it. The pet must be on a leash not more
14 than six feet long, caged, or carried. Pets are never allowed to run freely on any part of the
15 Condominium Property except inside a Unit and may not be left unattended on balconies.

16 **15.13.9** Pets are not permitted in any part of the Common Elements except when
17 they are leashed, caged, or carried. Pets going in and out of the building must use an entrance on
18 the west end of the building or the east garage entrance. They may use either the west elevator or
19 the service elevator, but may not use the east elevator. Pets shall not be walked through the front
20 lobby entrance.

21 **15.13.10** Pets are not permitted in the pool or courtyard area, the Sports Decks, the
22 Media Center, the Business Center, the Conference Room, Fitness Center, or the Social Room.

23 **15.13.11** In the event that any pet should have an accident in a common area, the
24 pet attendant must immediately pick up, or soak up, and wash down the affected area.

25 **15.13.12** Pet waste on outdoor Condominium Property must be picked up by the
26 pet attendee and disposed of in a trash container. The attendant is responsible for carrying the
27 appropriate container.

28 **15.13.13** Puppies born to a resident pet dog may not live in the building beyond
29 eight weeks of age.

30 **15.13.14** Any person maintaining a pet on the Condominium Property shall be fully
31 responsible for, and shall bear the expense of, any damage to person or property resulting there
32 from. Any such damage shall be determined by the Board of Directors of the Association and paid
33 by the Unit Owner or Tenant within fifteen (15) days after notice from the Association. The
34 Association shall have the ability to require pet owners to provide a security deposit in an amount
35 determined by the Board of Directors, which shall not be unreasonable or excessive, to be held by
36 the Association as a security deposit in an account specifically created for security deposits to

1 address any damage caused by a pet. Claims against the deposit shall be governed under the
2 procedures and processes for security deposit claims set forth in Chapter 83 of Directors of the
3 Association and paid by the Unit Owner or Tenant within fifteen (15) days after notice from the
4 Association.

5 **15.13.15** All pets shall be kept quiet at all times so as not to disturb residents. If
6 the Board of Directors determines, in its sole judgment, that any particular pet is a disturbance or
7 a nuisance, it shall have the power to compel the Occupant thereof to remove said pet from the
8 Condominium Property, after notice and a hearing as provided in the Condominium Documents
9 of the Association, notwithstanding the foregoing provisions.

10 **15.13.16** Pets must be registered in the condominium office. Information required
11 includes verification of rabies immunization and any other information requested by the Board of
12 Directors. In the case of dogs belonging to a Tenant, documentation of the dog's weight by a
13 veterinarian is required. In the case of a puppy residing in a Tenant's Unit, a veterinarian's
14 estimate of the animal's adult weight is also required; in this instance, puppies with estimated adult
15 weights exceeding thirty pounds are not permitted.

16 **15.14 Additional Restrictions.** Additional use, occupancy, maintenance, transfer and
17 other restrictions are contained in the Rules and Regulations, which may be amended from time to
18 time by the Board. Amendments to the Rules and Regulations may, but need not be, recorded in
19 the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in
20 the Condominium Documents.

21 **16. GUEST OCCUPANCY.** Use or visitation without consideration (payment) distinguishes
22 a Guest usage from a tenancy. Any Person occupying a Unit for more than thirty (30) days in a
23 calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and
24 shall be considered a Resident or Tenant subject to the approval requirements of **Article 17** of this
25 Declaration. There are various types of Guest uses, which are regulated as follows:

26 **16.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in**
27 **Residence.** Unit Owners and Tenants (and their respective Families) are permitted to have non-
28 overnight Guests, provided that same does not create a nuisance or annoyance to other
29 Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association
30 may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the
31 Condominium Property or otherwise violated the Condominium Documents in the past, and
32 Persons who have been convicted of or pled no contest to a felony, including, but not limited to,
33 registered sex offenders and Persons who have been convicted of or pled no contest to narcotic
34 offenses. Non-overnight Guests need not be registered with the Association, but may be subject to
35 access control protocols or procedures used generally, if any. Non-overnight Guests are permitted
36 to use the Association facilities only when accompanied by the Unit Owner or Tenant, unless
37 otherwise approved by the Board. The Board may establish additional restrictions on non-
38 overnight Guest usage of Condominium facilities, including, but not limited to, the maximum
39 numbers of Guests who may use common facilities.

40 **16.2 Overnight Guests When Unit Owner or Tenant is in Residence.** Unit Owners
41 and Tenants (and their respective Families) may have related or unrelated overnight Guests, so

1 long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement
2 for registration of overnight Guests with the Association when the Unit Owner or Tenant is
3 simultaneously occupying the Unit, but may be subject to access control protocols or procedures
4 used generally, if any. The Association may restrict or prohibit Guest visitation by Persons who
5 have committed nuisances upon the Condominium Property or otherwise violated the
6 Condominium Documents in the past, and Persons who have been convicted of or pled no contest
7 to a felony, including, but not limited to, registered sex offenders and Persons who have been
8 convicted of or pled no contest to narcotic offenses. No more than eight (8) Persons (including the
9 Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep
10 overnight in a Unit.

11 **16.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant.** Unit
12 Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or
13 Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by
14 caretakers, friends or relatives. However, such individuals shall not be permitted to use
15 Condominium facilities, such as recreational facilities (including, but not limited to, the pool, and
16 parking areas.

17 **16.4 Overnight Guests in the Absence of the Unit Owner or Tenant.** Tenants are not
18 permitted to have overnight Guests (related or non-related) in the absence of the Tenants'
19 simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the
20 Unit Owner subject to the following conditions, and such other Rules and Regulations as may be
21 deemed necessary by the Board to effectuate the residential, non-transient nature of this
22 Condominium. The Association may restrict or prohibit Guest visitation by Persons who have
23 committed nuisances upon the Condominium Property or otherwise violated the Condominium
24 Documents in the past, and Persons who have been convicted of or pled no contest to a felony,
25 including, but not limited to, registered sex offenders and Persons who have been convicted of or
26 pled no contest to narcotic offenses.

27 **16.4.1 Non-Related Overnight Guests** in the absence of the Unit Owner will be
28 limited to two (2) occupancies per calendar year (cumulative as to all Guests and all occupancies
29 by non-related Guests in the absence of the Owner). The limitation on the number of Persons who
30 can occupy a Unit in Article 16.2 applies. Ten (10) days prior notice to the Association is required.

31 **16.4.2 Related Overnight Guests** may occupy a Unit in the absence of the Unit
32 Owner. For the purpose of this provision, "related" means at least one (1) adult who is occupying
33 the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or
34 Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree:
35 spouse, parent, grandparent, child, grandchild, or sibling. The limitation on the number of Persons
36 who can occupy a Unit in Article 16.2 applies. Ten (10) days prior notice to the Association is
37 required.

38 **16.5 Additional Board Authority.** The conduct of background investigations and the
39 extent of such investigation, if any, shall be as determined by the Board in its discretion. The Board
40 may promulgate such rules, policies, and procedures as are necessary to implement this Article.
41 The Board may, at a duly noticed meeting, temporarily suspend or permanently ban a Guest from

1 entering the Condominium Property if the Board finds that such Person has engaged in a serious
2 violation of the Condominium Documents or applicable law upon the Condominium Property, or
3 has engaged in systematic violations of the Condominium Documents or applicable law upon the
4 Condominium Property. The decision of the Board is final and shall not be subject to any
5 requirement for a hearing before any type of Committee. In the event the Association has
6 reasonable cause to believe that Unit Owners are circumventing rental restrictions by receiving
7 consideration for occupancies which are held out as Guest occupancies, the Association may
8 require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to
9 absence of payment for the right to occupy the premises, or other proof that the leasing provisions
10 of **Article 17** are not being violated.

11 **17. LEASING.** The lease of a Unit is defined as occupancy of the Unit by any Person other
12 than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by
13 the non-owner involves consideration (the payment of money, the exchange of goods or services,
14 or any other exchange of value). The term “leasing” and “renting” are used interchangeably in this
15 Declaration. The term “Tenant” and “Lessee” are likewise used interchangeably. All leases must
16 be in writing. Should a Unit Owner wish to lease his or her Unit, he or she shall furnish the
17 Association with a copy of the proposed lease, the name of the proposed Tenant, the names of all
18 proposed Residents, and such other information as the Association may reasonably require. Any
19 Person occupying the Unit as a Resident after initial approval shall be subject to a separate
20 application and approval process. The Association has thirty (30) days from the receipt of notice
21 and all required information within which to approve or disapprove of the proposed lease or
22 proposed Tenants or Residents. The Association shall give the Unit Owner written notice of its
23 decision within said period. No individual rooms may be rented and no transient tenants may be
24 accommodated. “Rent-sharing” and subleasing are prohibited. No Unit may be leased more than
25 four times in any calendar year, with each lease period being at least thirty (30) consecutive days.
26 The date a lease is commenced will determine the calendar year for purposes of interpreting the
27 above-referenced restriction. Leases may be extended or renewed, subject to Board approval. No
28 Unit Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of
29 any type in any form of media, including, but not limited to, television, radio, internet website,
30 newspaper, magazine, or trade publication, that indicates that a Unit may be leased for anything less
31 than the minimum period of thirty (30) continuous days.

32 **17.1 Board Right of Approval.** The Board has the authority to approve or disapprove
33 all leases and renewals or extensions thereof, which authority may be delegated to an Officer, a
34 Committee, or an agent. No Person may occupy a Unit as a Tenant, Family member of a Tenant,
35 Resident, or otherwise without prior approval of the Board. The Board has the authority to
36 promulgate or use a uniform lease application and require such other information from the
37 proposed Tenant and all proposed Residents as the Board deems appropriate under the
38 circumstances. The Board may require an interview of any proposed Tenant and all proposed
39 Residents of a Unit as a condition for approval. The Board may, but shall not be obligated or have
40 the duty to, conduct criminal background investigation in connection with proposed leases.

41 **17.2 Tenant Conduct; Remedies.** All leases shall be on a uniform form of lease or lease
42 addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will

1 provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the
2 Condominium Documents. The uniform lease or addendum and other leases shall further provide,
3 or be deemed to provide, that any violation of the Condominium Documents shall constitute a
4 material breach of the lease and subject the Tenant to termination of the lease and/or eviction as
5 well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant,
6 Resident, other Unit Occupant, Guest, or Invitee fails to abide by the Condominium Documents,
7 the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants,
8 Guests, or Invitees and shall be subject to all remedies set forth in the Condominium Documents
9 and Florida law, without waiver of any remedy available to the Association as to the Tenant. The
10 Unit Owner has the duty to bring his or her Tenant's conduct (and that of the other Unit Residents,
11 Occupants, Guests, or Invitees) into compliance with the Condominium Documents by whatever
12 action is necessary, including without limitation the institution of eviction proceedings without
13 notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant
14 into compliance with the Condominium Documents in a manner deemed acceptable by the
15 Association, or in other circumstances as may be determined by the Board, the Association has the
16 authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the
17 Tenants' noncompliance with the Condominium Documents (or the noncompliance of other
18 Residents, Occupants, Guests, or Invitees), including without limitation the right to terminate a
19 lease and/or institute an action for eviction against the Tenant in the name of the Association in its
20 own right, or as agent of the Unit Owner. The Association has the right to recover any costs or
21 fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner
22 which shall be secured by a continuing lien in the same manner as Assessments for Common
23 Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will
24 provide, and all leases will be deemed to provide, that the Association has the authority to direct
25 that all rental income related to the Unit be paid to the Association until all past due and current
26 obligations of the Association have been paid in full, including, but not limited to, all past due
27 Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and
28 expenses of collection.

29 **17.3 Security Deposit.** The Board has the authority, as a condition of granting approval
30 to a lease or renewal or extension thereof, to require that a prospective Tenant or Unit Owner place
31 a security deposit in an amount not to exceed the equivalent of one (1) month's rent into an escrow
32 account maintained by the Association to protect against damage to the Common Elements or
33 Association Property. Payment of interest, claims against the deposit, refunds, and disputes under
34 this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the
35 Florida Statutes (2022), as amended from time to time.

36 **17.4 Approval Process; Disapproval.** Any Unit Owner intending to lease his or her
37 Unit shall submit a copy of the proposed lease, an application, and any other requested information
38 and required fees at least thirty (30) days in advance of the commencement of the lease or renewal
39 or extension term. Upon receipt of all information and fees required by Association and an
40 interview (if requested by the Board), the Association has the duty to approve or disapprove all
41 proposed leases within thirty (30) days of receipt of such information for approval and the
42 completion of the Tenant/Resident interview (if required), by sending written notification to the
43 Unit Owner within such time frame. All requests for approval not acted upon within thirty (30)

1 days shall be deemed approved. Applications for renewals or extensions of lease agreements shall
2 be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the
3 Association disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a
4 short statement indicating the reason for the disapproval, and the lease shall not be made, renewed,
5 or extended. The Association has no duty to provide an alternate Tenant nor does it assume any
6 responsibility for the denial of a lease application if any denial is based upon any of the following
7 factors:

8 **17.4.1** The Person seeking approval (which includes all proposed Occupants or
9 Residents) has been convicted of, pled no contest to, or has been released from incarceration,
10 probation or community control for:

11 (a) a capital, first or second degree felony involving violence to Persons
12 within the past ten (10) years; or

13 (b) a first or second degree felony involving illegal drugs within the past
14 ten (10) years; or

15 (c) any drug offence involving the manufacture and/or distribution of
16 illegal drugs regardless of when that conviction, plea or release occurred; or

17 (d) a felony involving sexual battery, sexual abuse, or lewd and
18 lascivious behavior regardless of when that conviction, plea or release occurred;

19 **17.4.2** The Person seeking approval has been labeled a sexual offender or a sexual
20 predator by any governmental or quasi-governmental agency regardless of when that label
21 occurred;

22 **17.4.3** The Person seeking approval is currently on probation or community
23 control for a felony involving violence to another or damage to or theft of property;

24 **17.4.4** The application for approval on its face, facts discovered in connection with
25 the Association's investigation, or the conduct of the applicant, indicate that the Person seeking
26 approval intends to conduct himself or herself in a manner inconsistent with the Condominium
27 Documents. By way of example, but not limitation, a Tenant taking possession of the premises
28 prior to approval by the Association as provided for herein shall constitute a presumption that the
29 applicant's conduct is inconsistent with the Condominium Documents and may constitute grounds
30 for denial;

31 **17.4.5** The Person seeking approval has a history of disruptive behavior or
32 disregard for the rights or property of others as evidenced by his or her conduct in other housing
33 facilities or associations, or by his or her conduct in this Condominium as a Tenant, Resident,
34 Occupant or Guest;

1 **17.4.6** The Unit Owner or Person seeking approval has failed to provide the
2 information, fees or appearances required to process the application in a timely manner or has
3 made material misstatements or withheld material/information during the application process; or

4 **17.4.7** All Assessments, fines and other Charges and monetary obligations against
5 the Unit and/or Unit Owner have not been paid in full.

6 **17.5 Liability.** The liability of the Unit Owner under the Condominium Documents shall
7 continue notwithstanding the fact that he or she may have leased or rented his or her interest in the
8 Unit as provided herein.

9 **17.6 Association Fee.** The Unit Owner or Tenant seeking approval of a lease of a Unit
10 shall pay a transfer fee for each applicant in an amount determined by the Board, which unless
11 otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in
12 connection with an extension or renewal of a lease.

13 **18. APPROVAL OF SALES AND TITLE TRANSFERS.** In order to maintain a community
14 of congenial Unit Owners who are financially responsible, and thus protect the value of the Units,
15 the use and transfer of Units by any Owner is subject to the following provisions as long as the
16 Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

17 **18.1 Forms of Ownership.**

18 **18.1.1 Ownership by Individuals.** A Unit may be owned by one (1) natural person
19 who has qualified and been approved as elsewhere provided herein.

20 **18.1.2 Co-Ownership.** Co-ownership of Units may be permitted. If the co-owners
21 are other than spouses, the Board shall condition its approval upon the designation of one (1)
22 approved natural person as “Primary Occupant.” Spouses who are co-owners shall both be
23 designated as “Primary Occupants.” Two (2) Persons may, in the discretion of the Board and upon
24 request, be each designated as “Primary Occupants.” The intent of this provision is to allow
25 flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit
26 may be used as a short-term or transient accommodations for several entities, individuals or
27 families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for
28 employees, customers, or Guests of Units owned by business entities, religious, or charitable
29 organizations, and the like. The use of the Unit by other Persons shall be as if the Primary Occupant
30 was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of
31 ownership by sale or gift subject to the provisions of the Condominium Documents. No more than
32 one (1) change in Primary Occupant will be approved in any twelve (12) month period, except in
33 the case of the death of the Primary Occupant, or when a Primary Occupant designates a spouse
34 as the Primary Occupant. Any new Primary Occupant shall be subject to review and approval by
35 the Association in the same manner as a transfer of title. No time share estates may be created.
36 “Unit Sharing” by multiple families and “Fractional Ownership” are prohibited.

37 **18.1.3 Ownership by Corporations, Partnerships, Limited Liability**
38 **Companies, Trusts, or Other Artificial Entities.** A Unit may be owned in trust, or by a

1 corporation, partnership, limited liability company, or other entity, which is not a natural person,
2 if approved in the manner provided elsewhere herein. The intent of this provision is to allow
3 flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit
4 may be used as a short-term or transient accommodations for several entities, individuals or
5 families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for
6 employees, customers, or Guests of Units owned by business entities, religious, or charitable
7 organizations, and the like. The approval of a partnership, trustee, corporation, limited liability
8 company, or other entity as a Unit Owner is conditioned upon designation by the Owner of one (1)
9 natural person to be the “Primary Occupant.” As a condition of approval of a transfer to such entity,
10 the Board may require a personal guarantee from the Primary Occupant or other Person acceptable
11 to the Board for payment of all Assessments, Charges, and other monetary obligations (including,
12 but not limited to, use fees and fines) and for the liabilities affiliated with compliance with the
13 Condominium Documents, including, but not limited to, damages and awards of prevailing party
14 attorneys’ fees. The use of the Unit by other Persons shall be as if the Primary Occupant were the
15 only actual Unit Owner. The Primary Occupant shall be the Person entitled to vote on behalf of
16 the Unit, exercise rights of membership, and discharge the responsibilities incident thereto. Any
17 change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject
18 to the provisions of the Condominium Documents. No more than one (1) change in designation of
19 Primary Occupant will be approved in any twelve (12) month period, except in the case of the
20 death of the Primary Occupant. Any new Primary Occupant shall be subject to review and approval
21 by the Association in the same manner as a transfer of title.

22 **18.1.4 Life Estate.** A Unit may be subject to a life estate, either by operation of
23 law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall
24 be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were
25 the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have
26 no occupancy right unless separately approved by the Association. The life tenant shall be liable
27 for all Assessments and Charges against the Unit. Any vote, consent or approval required by the
28 Condominium Documents or law may be given by the life tenant alone, and the vote, consent or
29 approval of the holders of the remainder interest shall not be required. If there is more than one (1)
30 life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy
31 rights.

32 **18.2 Transfers Subject to Approval.**

33 **18.2.1 Sale or Other Transfer.** No Unit Owner may dispose of a Unit or any
34 interest in same by sale or other title transfer without prior written approval of the Board. No Unit
35 Owner may dispose of a Unit or any interest therein by other means (including agreement for deed,
36 installment sales contract, lease-option, or other similar transactions) without prior written
37 approval by the Board. Review and approval of transfer applications may be delegated to an
38 Officer, a Committee, or an agent, provided that approval of a transfer shall not be denied, unless
39 approved by a majority of the Board.

40 **18.2.2 Gift.** If any Unit Owner is to acquire his or her title by gift, his or her
41 ownership of his or her Unit shall be subject to the prior approval of the Board. Notice must be
42 given at least thirty (30) days prior to the intended closing or title transfer date.

1 **18.2.3 Devise or Inheritance.** If any Person shall acquire his or her title by devise,
2 inheritance or through other succession laws, the continuance of his or her ownership of his or her
3 Unit shall be subject to the approval of the Board.

4 **18.2.4 Other Transfers.** If any Unit Owner shall acquire his or her title by any
5 manner not considered in the foregoing subsections, the continuance of his or her ownership of
6 such Unit shall be subject to the approval of the Board. If any Person acquires title in any manner
7 not considered in the foregoing subsections, that Person has no right to occupy or use the Unit
8 before being approved by the Board under the procedures outlined below.

9 **18.3 Approval by Association.** The approval of the Association that is required for the
10 transfer of ownership of Units shall be obtained in the following manner:

11 **18.3.1 Notice to Board of Directors.**

12 **18.3.1.1 Sale or Other Transfer.** A Unit Owner intending to make a
13 bona fide sale or other title transfer of his or her Unit or any interest in it, including gifts, transfers
14 to artificial entities, and the grant of partial estates, shall give to the Board notice of such intention,
15 together with the name and address of the intended grantee, an executed copy of the purchase
16 contract and its exhibits, or other documentation evidencing the transfer and such other
17 information concerning the intended grantee and the transaction as the Board may reasonably
18 require. The Board may require, without limitation, credit history, a criminal background
19 investigation, past residency or employment verification, personal references, and a personal
20 interview with the purchaser(s) and all proposed Unit Occupants.

21 **18.3.1.2 Devise or Inheritance.** A Unit Owner who has obtained his
22 or her title by devise or inheritance, or operation of succession laws, shall give to the Board notice
23 of the acquiring of his or her title, together with such information concerning the Unit Owner as
24 the Board may reasonably require (including that set forth in **Article 18.3.1.1**), and a certified copy
25 of the instrument evidencing the Owner's title.

26 **18.3.1.3 Failure to Give Notice.** If the above-required notice to the
27 Board is not given, then at any time after receiving knowledge of a transaction or event transferring
28 ownership or possession of a Unit, the Board at its election and without notice may approve or
29 disapprove the transaction or ownership. If the Board disapproves the transaction or ownership,
30 the Board shall proceed as if it had received the required notice on the date of such disapproval.

31 **18.3.2 Approval by Association.**

32 **18.3.2.1 Sale or Other Title Transfer.** If the proposed transaction is
33 a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice
34 and information, including a personal interview if requested by Board, the Board must either
35 approve or disapprove the proposed transaction.

36 **18.3.2.2 Devise or Inheritance.** If the Unit Owner giving notice has
37 acquired his or her title by devise, inheritance, or through succession law, then within thirty (30)

1 days after receipt of such notice and information, including a personal interview if requested by
2 the Board, the Board must either approve or disapprove the continuance of the Unit Owner's
3 ownership of his or her Unit.

4 **18.3.2.3 Approval of Occupant.** If the grantee is a corporation,
5 partnership, trust, limited liability company, other entity, or more than one (1) individual who are
6 not spouses, the approval of ownership by the corporation, partnership, trust, other entity, or
7 multiple Persons shall be conditioned upon approval of a Primary Occupant.

8 **18.4 Disapproval by Board of Directors.** If the Board shall disapprove a transfer or
9 continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

10 **18.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party.** If
11 the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser,
12 and has been disapproved without good cause, then within thirty (30) days after receipt of such
13 notice and information, the Association shall deliver or mail by certified mail to the Unit Owner
14 an agreement to purchase the Unit concerned by a purchaser approved by the Board, or the
15 Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the
16 following terms:

17 **18.4.1.1** At the option of the Association to be stated in the
18 agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be
19 the fair market value determined by arbitration in accordance with the then existing rules of the
20 American Arbitration Association, except that the arbitrators shall be two (2) appraisers, one (1)
21 of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the
22 Association, who shall base their determination upon an average of their appraisals of the Unit;
23 and a judgment of specific performance of the sale upon the award rendered by the arbitrators may
24 be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by
25 the parties.

26 **18.4.1.2** The purchase price shall be paid in cash. The sale shall be
27 closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within
28 ten (10) days after the determination of the sale price if such is by arbitration, whichever is the
29 later. If the Association shall fail to itself purchase the Unit, or provide a purchaser, or if a
30 purchaser furnished by the Association or the Association shall default in his, her, or their
31 agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be
32 deemed to have been approved, and the Association shall furnish a certificate of approval.

33 **18.4.2 Gifts; Devise; Inheritance; Familial Transfers.** If the Unit Owner giving
34 notice has acquired or will acquire his or her title by gift, devise, inheritance, or succession laws
35 or in any other manner, and if the Board wishes to disapprove the transfer or continuance of
36 ownership without good cause, then within thirty (30) days after receipt from the Unit Owner of
37 the notice and information required to be furnished, the Association shall deliver or mail by
38 certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser
39 approved by the Board (including the Association itself) who will purchase and to whom the Unit
40 Owner must sell the Unit upon the following terms:

1 **18.4.2.1** The sale price shall be the fair market value determined by
2 agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of
3 such agreement. In the absence of agreement as to price, or where transfers are made for less than
4 bona fide value, the price shall be determined by arbitration in accordance with the then existing
5 rules of the American Arbitration Association, except that the arbitrators shall be two (2)
6 appraisers, one (1) of whom shall be appointed by the Association and the other of whom shall be
7 appointed by the Unit Owner, who shall base their determination upon an average of their
8 appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered
9 by the arbitrators may be entered in any court of competent jurisdiction. The expense of the
10 arbitration shall be shared by the parties.

11 **18.4.2.2** The purchase price shall be paid in cash. The sale shall be
12 closed within ten (10) days following the determination of the sale price. If the Association shall
13 fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by
14 the Association shall default in his, her, or their agreement to purchase, then notwithstanding the
15 disapproval, such transfer ownership shall be deemed to have been approved, and the Association
16 shall furnish a certificate of approval as elsewhere provided.

17 **18.4.3 Disapproval for Good Cause.** Disapproval of title transfers or the
18 continuation of ownership pursuant to this **Article 18** shall be made by the Board if it is determined
19 that the potential Unit Owner does not facially qualify for membership in the Association, or if the
20 proposed transaction will result in a violation of the Condominium Documents. The following may
21 be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser
22 does not facially qualify for membership in the Association or the proposed transaction will result
23 in a violation of the Condominium Documents:

24 **18.4.3.1** The application for approval on its face, or subsequent
25 investigation thereof, indicates that the Person seeking approval (which shall hereinafter include
26 all proposed Occupants or Residents) intends to hold title, use the Unit, or otherwise act or conduct
27 himself or herself in a manner inconsistent with the Condominium Documents;

28 **18.4.3.2** The Person seeking approval has been convicted of, pled no
29 contest to, or has been released from incarceration, probation or community control for:

30 (a) a capital, first or second degree felony involving violence to
31 Persons within the past ten (10) years; or

32 (b) a first or second degree felony involving illegal drugs within
33 the past ten (10) years; or

34 (c) any drug offense involving the manufacture and/or
35 distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

36 (d) a felony involving sexual battery, sexual abuse, or lewd and
37 lascivious behavior regardless of when that conviction, plea or release occurred;

1 **18.4.3.3** The Person seeking approval has been labeled a sexual
2 offender or a sexual predator by any governmental or quasi-governmental agency regardless of
3 when that label occurred;

4 **18.4.3.4** The Person seeking approval is currently on probation or
5 community control for a felony involving violence to another or damage to or theft of property;

6 **18.4.3.5** The Person seeking approval has a record of financial
7 irresponsibility, including without limitation prior foreclosures or bad debts such that the Board
8 reasonably concludes that the applicant is unable to meet his or her financial obligations to the
9 Association;

10 **18.4.3.6** The Person seeking approval failed to provide the
11 information, fees or appearance required to process the application in a timely manner, or has made
12 material misstatements or withheld material/information during the application process; or

13 **18.4.3.7** All Assessments and other Charges against the Unit have not
14 been paid in full, unless the Association has reasonable assurances that said amounts will be paid
15 out of the closing proceeds.

16 If the Board disapproves a transfer for good cause, the Association has no duty to purchase the
17 Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be
18 rescinded in the manner determined by the Board. The conduct of background investigations and
19 the extent of such investigation, if any, shall be as determined by the Board in its discretion.

20 **18.5 Transfer Fee.** The Association may charge a processing fee for the approval of
21 transfers of title. The fee may not exceed the maximum permitted by law per transaction. The
22 Association or its authorized agent may also charge a reasonable fee for the preparation of a
23 certificate, commonly known as an estoppel certificate, stating all Assessments and other monies
24 owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for
25 the preparation of such certificate shall be established by a written resolution of the Board or
26 provided for in a management, bookkeeping, or maintenance contract.

27 **18.6 Exceptions.** The foregoing provisions of this **Article 18**, entitled “Approval of
28 Sales and Title Transfers,” shall not apply to a transfer to or purchase by a bank, life insurance
29 company, savings and loan association, or other bona fide mortgagee that acquires its title as the
30 result of owning a purchase money first mortgage upon the Unit concerned; this shall be so whether
31 the title is acquired by deed from the mortgagor or through foreclosure proceedings. Further
32 exempt shall be purchasers at tax deed sales, judicial sales, and governmental levies. However, a
33 transferee from a first mortgagee or other exempt acquirer of title shall be required to be approved
34 by the Association as a condition of ownership and holding title to a Unit.

35 **18.7 Maximum Number of Units Owned.** In order to safeguard property values and
36 avoid the undesirable impacts of concentration of ownership of Units in any one person or entity,
37 or group of persons or entities with a common economic objective, combined ownership, as
38 described herein, is limited to a maximum of four (4) Units. No natural person, may hold a legal,

1 equitable or contractual interest in more than four (4) Units at the same time, either directly in his
2 or her own name, or indirectly in the name of members of such person's immediate Family, and/or
3 in the name of or through one or more artificial entities (including but not limited to corporations,
4 limited liability companies, partnerships, limited partnerships and trusts) in which such natural
5 person is an officer, director, shareholder, partner, limited partner, manager, member, trustee or
6 beneficiary. Similarly, no artificial entity (including but not limited to corporations, limited
7 liability companies, partnerships, limited partnerships and trusts) may hold a legal, equitable, or
8 contractual interest in more than four (4) Units at the same time, either directly in its own name,
9 or indirectly through the name of any of its officers, directors, shareholders, partners, limited
10 partners, managers, members, trustees or beneficiaries, and/or through the name of any other
11 artificial entity with whom it shares any officer, director, shareholder, partner, limited partner,
12 member, manager, trustee or beneficiary. A natural person and/or artificial entity having a
13 combined ownership interest in more than four (4) Units as of the effective date of this amendment
14 may thereafter continue to maintain the ownership of such Units but may not acquire a legal,
15 equitable, contractual or other financial or ownership interest in any other Unit so long as the
16 number of such Units in which an interest is held is four (4) or more. It is the intention of this
17 provision that an Owner of a Unit, in combination with financially related persons or entities, shall
18 be limited to holding a legal, equitable, contractual and/or other financial interest in a maximum
19 of four (4) Units at one time, and that groups of Units exceeding four (4) shall not be owned or
20 controlled by individuals, artificial entities and/or related parties for common investment or other
21 economic purposes. The restrictions contained in this section do not apply to an institutional
22 mortgagee's security interest in Units, nor the ability of such institutional mortgagees to acquire
23 title through foreclosure or deed in lieu of foreclosure, but shall apply to any conveyance by such
24 institutional mortgagee after acquisition of title by foreclosure or a deed in lieu of foreclosure or
25 otherwise. The Board may enact additional rules and regulations or policies or decisions as may
26 be necessary or desirable, as deemed by the Board, to clarify, interpret, apply or enforce this
27 provision.

28 **18.8 Unauthorized Transactions.** Any sale, lease, mortgage or other transfer of
29 ownership or possession not authorized pursuant to the terms of this Declaration shall be void
30 unless subsequently approved by the Association.

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

33 **19.1 Proposal of Amendments.** An amendment may be proposed by the President of
34 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

35 **19.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of
36 Condominium shall contain the full text of the article to be amended. New words shall be
37 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive
38 that this procedure would hinder rather than assist understanding, a notation must be inserted
39 immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF
40 DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT
41 TEXT."

1 **19.3 Notice.** The subject matter of proposed amendments shall be included in the notice
2 of any meeting at which a proposed amendment is to be considered or in connection with
3 documentation for action without a meeting.

4 **19.4 Adoption of Amendments.** A resolution for the adoption of a proposed
5 amendment may be adopted by a vote of at least two-thirds (2/3^{rds}) of the Voting Interests of the
6 Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum
7 has been attained, or by the written agreement of at least two-thirds (2/3^{rds}) of the entire Voting
8 Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable
9 law, conflicts between the Condominium Documents, or if determined necessary and desirable by
10 the Board to comply with the requirements of the secondary mortgage market, may be executed
11 by the Officers of the Association, upon Board approval, without need for Association membership
12 vote. The Board may also adopt amendments necessary to comply with the requirements of any
13 governmental entity.

14 **19.5 Effective Date.** An amendment when adopted shall become effective after being
15 recorded in the Public Records of Manatee County, Florida, according to law.

16 **19.6 Automatic Amendment.** Whenever the Act, Chapter 617, Florida Statutes, or
17 other applicable statutes or administrative regulations, as amended from time to time, are amended
18 to impose procedural requirements less stringent than set forth in this Declaration, the Board may
19 operate the Association pursuant to the less stringent requirements without the need to change this
20 Declaration. The Board, without a vote of the Owners, may also adopt by majority vote,
21 amendments to this Declaration as the Board deems necessary to comply with such operational
22 changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other
23 statutes or administrative regulations as required for the operation of the Association, all as
24 amended from time to time.

25 **19.7 Proviso.** No amendment shall change the configuration of any Unit or the share in
26 the Common Elements appurtenant to it, or increase the Owner's proportionate share of the
27 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
28 mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners
29 approve the amendment. No amendment may be adopted which would eliminate, modify,
30 prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted
31 or reserved to the mortgagees of Units or as otherwise required by the Federal National Mortgage
32 Association or the Federal Home Loan Mortgage Association without the consent of said
33 mortgagees in each instance, any mortgagee consent shall not be unreasonably withheld. No
34 amendment shall make any change in the sections hereof entitled "Insurance", "Reconstruction
35 After Casualty", or "Condemnation" which amendment materially affects the rights or interest of
36 the first mortgagee, unless the first mortgagee shall join the amendment. Such joinder shall not be
37 unreasonably withheld. The provisions of this Section 19.7 may not be amended in any manner.

38 **19.8 Southwest Florida Water Management District Approval.** In addition to the
39 provisions set forth in **Article 19.7** hereof, no amendment shall materially adversely affect the
40 surfacewater management system without having previously received the prior written approval
41 of the Southwest Florida Water Management District.

1 **20. TERMINATION.** The Condominium may be terminated under any one (1) of the
2 following alternatives:

3 **20.1 Termination Because of Economic Waste or Impossibility.** Notwithstanding
4 anything to the contrary in this Declaration, the condominium form of ownership may be
5 terminated (or partially terminated) by a plan of termination approved by at least seventy-five
6 percent (75%) of the entire Voting Interests when:

- 7 • the total estimated cost of repairs necessary to restore the improvements to their former
8 condition or bring them into compliance with applicable laws or regulations exceeds
9 the combined fair market value of all Units in the Condominium after completion of
10 the repair; or
- 11 • it becomes impossible to operate or reconstruct the Condominium in its prior physical
12 configuration because of land use laws or regulations.

13 **20.2 Optional Termination.** Except as provided in **Article 20.1**, the condominium form
14 of ownership may be terminated pursuant to a plan of termination approved by at least eighty
15 percent (80%) of the entire Voting Interests of the Condominium if not more than five percent
16 (5%) of the entire Voting Interests of the Condominium have rejected the plan of termination by
17 negative vote or by providing written objections thereto. It is the intent of this provision to
18 incorporate the provisions of Section 718.117(3) of the Act.

19 **20.3 Very Substantial Damage.** If the Condominium suffers major damage as defined
20 in **Article 14**, which means that more than one-half the Units in the Condominium are rendered
21 uninhabitable as determined in the sole discretion of the Board, the Condominium may be
22 terminated if at least seventy-five percent (75%) of the entire Voting Interests in the Condominium
23 vote to approve a plan of termination.

24 **20.4 Mortgage Lienholders.** Notwithstanding any provision to the contrary in this
25 Declaration or the Act, approval of a plan of termination by the holder of a recorded mortgage lien
26 affecting a Condominium Parcel is not required unless the plan of termination would result in less
27 than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval
28 is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination
29 may contest the plan as provided in Section 718.117(16) of the Act.

30 **20.5 Procedures for Termination and Sale.** The termination of the Condominium via
31 any of the methods set forth herein shall be as set forth in Section 718.117(4) – (20) of the Act.

32 **20.6 Amendment.** This **Article 20** may be amended in the same manner in which this
33 Declaration may be amended generally, as set forth in **Article 19**.

34 **21. CONDEMNATION.**

35 **21.1 Awards.** The taking of all or any part of the Condominium Property by
36 condemnation or eminent domain shall be deemed to be a Casualty to the portion taken, and the

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

6 **21.2 Determination Whether to Continue Condominium.** Whether the Condominium
7 will be continued after condemnation will be decided in the same manner as repair after Casualty
8 as set forth in **Article 13**.

9 **21.3 Distribution of Funds.** If the Condominium is terminated after condemnation, the
10 proceeds of all awards and Special Assessments will be owned and distributed in the manner
11 provided for insurance proceeds when the Condominium is terminated after a Casualty. If the
12 Condominium is not terminated after condemnation, the size of the Condominium may be reduced.
13 The Owners of condemned Units, if any, will share in awards and Special Assessments as provided
14 below.

15 **21.4 Association as Agent.** The Association is hereby irrevocably appointed as each
16 Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning
17 authority for the purpose of realizing just compensation for the taking.

18 **21.5 Units Reduced but Habitable.** If the taking reduces the size of a Unit and the
19 remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that
20 Unit shall be used for the following purposes in the order stated, and the following changes shall
21 be effected in the Condominium.

22 **21.5.1 Restoration of Unit.** The Unit shall be made habitable. If the cost of the
23 restoration exceeds the amount of the award, the additional funds required shall be assessed against
24 the Owner of the Unit.

25 **21.5.2 Distribution of Surplus.** The balance of the award, if any, shall be
26 distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made
27 payable jointly to the Owner and mortgagee(s).

28 **21.5.3 Adjustment of Shares in Common Elements.** If the floor area of a Unit is
29 reduced by the taking, the number representing the share in the Common Elements appurtenant to
30 the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the
31 taking, and then the shares of all Unit Owners in the Common Elements shall be restated as
32 percentages of the total of the numbers representing their original shares as reduced by the taking.

33 **21.6 Units Not Habitable.** If the taking of any entire Unit or so reduces the size of the
34 Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the
35 following purposes in the order stated, and the following changes shall be effected in the
36 Condominium:

1 **21.6.1 Payment of Award.** The condemnation award immediately prior to the
2 taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance
3 being made payable jointly to the Owner and mortgagee(s).

4 **21.6.2 Addition to Common Elements.** If possible and practical, the remaining
5 portion of the Unit shall become a part of the Common Elements and shall be placed in condition
6 for use by all Unit Owners in the manner approved by the Board.

7 **21.6.3 Assessments.** If the amount of the award for the taking is not sufficient to
8 pay the fair market value of the condemned Unit to the Unit Owner and to recondition the
9 remaining portion of the Unit, the amount required for those purposes shall be raised by Special
10 Assessment against all of the Unit Owners who will continue as Owners of any Unit after the
11 changes in the Condominium effected by the taking. The Assessments shall be made in proportion
12 to the shares of those Owners in the Common Expenses after the changes effected by the taking.

13 **21.7 Taking of Common Elements.** Awards for the taking of Common Elements shall
14 be used to make the remaining portion of the Common Elements usable in the manner approved
15 by the Board. The balance of such awards, if any, may be returned to the Unit Owners or used by
16 the Association as the Board may determine.

17 **21.8 Amendment of Declaration.** The changes in Units, in the Common Elements and
18 in the ownership of the Common Elements that are necessitated by condemnation, shall be
19 evidenced by an amendment of the Declaration of Condominium that need be approved only by a
20 majority of all Directors of the Board.

21 **22. EMERGENCY POWERS.**

22 **22.1 Additional Board Authority.** In addition to other authority granted by law and the
23 Condominium Documents, the Board has the following power and authority in connection with
24 emergency conditions:

25 **22.1.1** To determine after a Casualty whether the Condominium Property or
26 portions thereof can be safely used or occupied, which decision shall not be conclusive as to the
27 determination of habitability. Such decision shall be based upon the advice of emergency
28 management officials or a licensed professional.

29 **22.1.2** To declare any portion of the Condominium Property or Association
30 Property unavailable for use, occupancy, or presence upon by Unit Owners, Family members,
31 Tenants, Guests, or Invitees (and to distinguish between such groups) after a Casualty, including
32 during the rebuilding process. Such decision by the Board is based upon the advice of emergency
33 management officials, governmental authority or a licensed professional and can be made only if
34 necessary, to protect against liability to or the health, safety, or welfare of the Association, Unit
35 Owners, Family members, Tenants, Guests, or Invitees.

36 **22.1.3** To mitigate damage including taking action to prevent the spread of fungus
37 (including, but not limited to, mold and mildew) including tearing out drywall and carpet (even if

1 the Unit Owner is obligated to insure and/or replace those items) and removing personal property
2 from the Unit and disposing of damaged property or storing such property on-site or at an offsite
3 location, with Unit Owners responsible for reimbursing the Association for items for which the
4 Unit Owner is responsible but which may be necessary to prevent further damage. The Association
5 bears no liability for such actions, if taken in good faith.

6 **22.1.4** To contract on behalf of Unit Owners, with said Unit Owners responsible
7 to reimburse the Association for items for which the Unit Owner is responsible, but which may be
8 necessary to mitigate or prevent further damage. Without limitation, this includes debris removal,
9 dry-out of Units and replacement of damaged air conditioners when necessary to provide climate
10 control in the Units. The Unit Owner is responsible to reimburse the Association within ten (10)
11 days of the Association's invoice. The Association's right to payment shall be secured by a
12 Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the
13 Association to recover interest, late fees, attorneys' fees, and other costs and expenses of
14 collection.

15 **22.1.5** To implement disaster protocols prior to, during, or after an impending
16 disaster or state of emergency including, but not limited to, shutting down elevators, electricity,
17 security systems, and air conditioners.

18 **22.1.6** To adopt, by Board action, emergency Assessments with such notice
19 deemed practicable by the Board.

20 **22.1.7** To adopt emergency Rules and Regulations governing the use and
21 occupancy of the Units, Common Elements, Limited Common Elements, and Association
22 property, with notice given only to those Directors with whom it is practicable to communicate.

23 **22.1.8** To enter into agreements with local counties and municipalities to assist
24 counties and municipalities with debris removal.

25 **22.1.9** To exercise all emergency powers set forth in the Act.

26 **22.2** In addition to all applicable emergency powers conferred by law and these
27 Condominium Documents, the Board shall have all of the powers in the preceding sections of this
28 paragraph, plus the following powers if a state of emergency has been declared by any
29 governmental entity or official with authority applicable to the locale in which the Condominium
30 is located regarding any infectious disease outbreak, pandemic, biological or chemical
31 contamination, including sewage, or similar public health risks:

32 **22.2.1** To close the Condominium Property to Guests and Invitees, including non-
33 Resident Family members, Guests and contractors, excepting such essential contractors as the
34 Board may determine appropriate.

35 **22.2.2** To close all non-essential facilities on the Condominium Property,
36 including recreational and social facilities.

1 **22.2.3** To restrict or ban entry onto the Condominium by Guests and Invitees if
2 deemed necessary by the Board.

3 **22.2.4** To enact and implement restrictions, protocols and procedures the Board
4 may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other
5 protective equipment, quarantines, restrictions or moratoriums on move ins/move outs, restrictions
6 or moratoriums on occupancy by Unit Owners, Tenants or Guests if such occupancy presents a
7 health risk, as determined by the Board. The Board may enact or continue requirements regarding
8 use of masks and other personal protective equipment, social distancing, limits on facility use or
9 facility closure, even where a previously declared state of emergency has expired, where the Board
10 finds such requirements to be in the best interests of the Association and the Residents of the
11 Condominium.

12 **22.2.5** To enact any other rules and regulations as approved by a majority of the
13 Board as the Board determines is in the best interests of the health, safety and welfare of
14 Association, the Unit Owners, and Residents, with as much notice as practical.

15 **22.2.6** To have all of the emergency powers as provided for in the Bylaws and
16 Articles of Incorporation.

17 **22.3** For purposes of this **Article 22**, an emergency shall be deemed to exist in the
18 following circumstances:

19 **22.3.1** When the locale in which the Condominium is under a tropical storm or
20 hurricane watch or warning.

21 **22.3.2** When the locale in which the Condominium is located is under a declared
22 state of emergency from any governmental agency having jurisdiction related to health, safety, and
23 welfare.

24 **22.3.3** When the Condominium Property is in danger of significant damage or has
25 been significantly damaged, as determined by the Board, by Casualty, act of nature, or act of man,
26 including but not limited to fires, floods, hurricanes, tropical storms or other sever weather events,
27 floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or
28 criminal conduct.

29 **22.3.4** The powers conferred by this **Article 22** shall be in force during such time
30 as an emergency exists, as well as an anticipation of an emergency or in response to an emergency
31 which has resulted in damage to the Condominium Property, or which continues to present a threat
32 to health, safety and welfare or legal liabilities to the Association.

33 **23. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.**
34

35 **23.1** First mortgagees shall have the right, upon written request to the Association, to (i)
36 examine the Condominium Documents and the Association's books and records, (ii) receive a
37 copy of the Association's financial statement for the immediately preceding fiscal year, (iii)

1 receive notices of and attend Association meetings, (iv) receive notice of any alleged default in
2 any obligations hereunder by any Unit Owner, on whose Unit such mortgagee holds a mortgage,
3 which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive
4 notice of any substantial damage or loss to any portion of the Condominium Property.

5 **23.2** Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first
6 requested in writing, the right to timely written notice of (i) any condemnation or casualty loss
7 affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a
8 sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the
9 occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity
10 bond maintained by the Association, (iv) any proposed termination of the Condominium and (v)
11 any proposed action which requires the consent of a specified number of mortgage holders.

12
13 **24. COMPLIANCE AND DEFAULT.**

14 **24.1 Duty to Comply; Right to Sue.** Each Unit Owner, his or her Family, Tenants,
15 Guests, Invitees and all Unit Occupants and the Association is governed by and shall comply with
16 the provisions of the Condominium Act and the Condominium Documents. Actions for damages
17 or for injunctive relief, or both, or for failure to comply may be brought by the Association or by
18 a Unit Owner against:

19 **24.1.1** The Association. The Association may, but shall not be required to, seek
20 enforcement of the Condominium Documents. Without limiting the intended generality of the
21 foregoing sentence, the Board has the discretion, without further liability to the Association, to
22 decline to take action in cases as to which legal counsel has advised of a reasonable probability of
23 failure on the merits, or in situations which involve disputes, complaints, or allegations of violation
24 of the Condominium Documents involving the interest of the Owners of two (2) or more different
25 Units, including, but not limited to, noise complaints, nuisance allegations, and the like;

26 **24.1.2** A Unit Owner; or

27 **24.1.3** Anyone who occupies a Unit as a Unit Owner, Family member, Tenant,
28 Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the
29 Condominium Documents and damage to the Condominium Property by their Family members,
30 Tenants, Guests, Invitees and Unit Occupants.

31 **24.2 Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of a Unit
32 Owner, Family member, Tenant, Guest, Invitee, Occupant or the Association to comply with the
33 requirements of the Condominium Act or the Condominium Documents, as amended from time to
34 time, the prevailing party is permitted to recover the costs and expenses of the proceeding and a
35 reasonable attorneys' fee before trial, at trial and on appeal.

36 **24.3 No Election of Remedies; Remedies Cumulative.** All rights, remedies and
37 privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or
38 conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of
39 any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude

1 the party from exercising such other additional rights, remedies, or privileges as may be granted
2 by the Condominium Documents, or at law or in equity. It shall not be presumed that money
3 damages shall be an adequate remedy for violations of the Condominium Documents.

4 **24.4 Waiver of Application of Condominium Documents.** The Association has the
5 right to waive the application of one (1) or more of the covenants or restrictions of the
6 Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any
7 Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver
8 or deviation. In the event of any such waiver or permitted deviation, or in the event the Association
9 fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be
10 deemed to prohibit nor restrict the right of the Association, or any other Person having the right to
11 enforce said covenants or restrictions, from insisting upon strict compliance with respect to all
12 other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions
13 contained in the Condominium Documents as same may be applied in the future.

14 **24.5 Notice of Lien or Suit.**

15 **24.5.1 Notice of Lien.** A Unit Owner shall give written notice to the Association
16 of every lien upon his or her Unit, other than for permitted first mortgages, taxes and Special
17 Assessments, within five (5) days after the Unit Owner receives actual notice of the attachment
18 thereof.

19 **24.5.2 Notice of Suit.** A Unit Owner shall give written notice to the Association
20 of every suit or other proceeding which may affect the title to his or her Unit, or impose liability
21 on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

22 **24.5.3 Failure to Comply.** Failure of an Owner to comply with this Article will
23 not affect the validity of any judicial suit; however, the failure may render the Owner liable to any
24 party injured by such failure.

25 **25. MISCELLANEOUS PROVISIONS.**

26 **25.1 Covenants Running with the Land.** The covenants and restrictions as herein
27 contained, or forming a part of the Condominium Documents, shall be deemed to run with the land
28 and shall run perpetually unless terminated or amended as provided herein.

29 **25.2 Savings Clause.** If any provision of the Condominium Documents hereto, as the
30 same now exist or as may be later amended or any portion thereof, shall be held invalid by any
31 Court, or other governmental agency with proper authority to so hold, the validity of the remainder
32 of said Condominium Documents shall remain in full force and effect.

33 **25.3 Heirs, Successors and Assigns.** These Condominium Documents shall be binding
34 upon the heirs, nominees, successors in interest or title, administrators, executors and assigns of
35 all Unit Owners. The Association shall have the right, but not the obligation to disclose any
36 unresolved violation of the Condominium Documents to any proposed successor, assign, lienor,
37 or other third party and shall bear no liability in connection with such disclosures. It shall be the

1 duty of the Unit Owner intending to transfer or hypothecate title to the Unit, or transfer or pledge
2 any legal interest in the Unit to such parties.

3 **25.4 Notices.** All notices shall be given as provided in the Bylaws.

4 **25.5 Compliance with Fair Housing Laws.** There shall be no limitation upon sale,
5 Lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin,
6 handicap, or familial status. The Association may make reasonable accommodations, including
7 reasonable waiver of the covenants and restrictions of the Condominium Documents, when
8 necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises,
9 or to comply with other legal requirements.

10 **25.6 Conflicts.** In the event of a conflict between any provision of the Condominium
11 Documents and the Condominium Act, the Condominium Act shall control, except in cases where
12 the Act permits the Condominium Documents to regulate the subject, in which case the
13 Condominium Documents will control. In the event of a conflict between this Declaration and the
14 other Condominium Documents, same shall be governed as provided in the Bylaws.

15 **25.7 Interpretation.** The Board is responsible for interpreting the provisions of the
16 Condominium Documents. The Board's interpretations shall be binding upon all parties unless
17 wholly unreasonable. A written opinion rendered by Association's legal counsel that an
18 interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the
19 interpretation as valid.

20 **25.8 Captions and Headings.** The headings and captions used in the Condominium
21 Documents are solely for convenience sake and shall not be considered a limitation of any nature
22 in interpreting the Condominium Documents.

23 **25.9 Waiver.** The failure of the Association to enforce any right, provision, covenant or
24 condition which may be granted by the Condominium Documents shall not constitute a waiver of
25 the right of the Association to enforce such right, provision, covenant or condition in the future.

26 **25.10 Plurality; Gender.** Wherever the context so permits, the singular includes the
27 plural, the plural includes the singular, and the use of any gender includes all or no genders.

28 **25.11 Ratification.** Should any act of the Association be subject to any legal or other
29 challenge or controversy as to whether the act was properly approved or handled, the Board of
30 Directors shall have the authority, but not the obligation, to submit that act to a ratification vote by
31 such body and subject to such voting requirements as the Board considers appropriate. Any
32 ratification or attempted ratification shall not be considered an admission by the Association that
33 the complained of act was not properly approved in the first instance. Any act of ratification shall
34 be deemed to relate back to the original act for all purposes.