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**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**HARBOR HOUSE, A CONDOMINIUM**

**ARTICLE 1.**  
**DEDICATION**

**1.1 PROPERTY BOUND.** That certain property in the County of Sarasota, State of Florida, which property is more particularly described in Exhibit "A" attached hereto, has been submitted to Condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein "the Condominium Act"). The Condominium shall be known and identified as HARBOR HOUSE, a Condominium (herein "the Condominium"). The original Declaration of Condominium was recorded at Official Records Book 707, Page 295 et seq. of the Public Records of Sarasota County, Florida.

The address of the Condominium is 174 Golden Gate Point, Sarasota, Florida.

The property is more particularly described as follows:

Lot 9, the North 1/2 of Lot 10, and the N 25 ft. of the S 1/2 of Lot 10, Block "A" Golden Gate Point, as per plat thereof, recorded in Plat Book 1, Page 135, Public Records of Sarasota County, Florida.

**1.2 COVENANTS RUNNING WITH THE LAND.** All the restrictions, reservations, covenants, conditions, easements, and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in the Common Elements.



## ARTICLE 2. DEFINITIONS

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation, and the Association Bylaws shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout this Declaration of Condominium, the Articles of Incorporation and the Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders. Where terms are not defined in the Condominium Act or the Condominium Documents, they shall be defined by the Association's Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition.

2.1 **"ARTICLES OF INCORPORATION"** means the Articles of Incorporation of the Association, which are attached hereto as Exhibit "B."

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

2.3 **"ASSOCIATION"** means 174 Golden Gate Point Association, Inc., and its successors.

2.4 **"BOARD OF DIRECTORS"** means the Board of Directors of the Association.

2.5 **"BYLAWS"** means the Bylaws of the Association, which are attached hereto as Exhibit "C."

2.6 **"COMMON ELEMENTS"** shall include the tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association, as well as the items stated in the Condominium Act. References to "Common Elements" include "Limited Common Elements" unless the context otherwise requires.

2.7 **"COMMON EXPENSES"** means all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Section 718.115 of the Florida Statutes, as amended from time to time, and include, but are not limited to:

A. Expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Elements and of the portions of Units to be maintained by the Association.

B. The expenses declared Common Expenses by provisions of this Declaration or the Bylaws.

C. Any valid charge against the Condominium Property as a whole.

D. Charges for Utility Services except such services as are metered separately to each Unit.

**2.8 "CONDOMINIUM"** means all the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

**2.9 "CONDOMINIUM DOCUMENTS"** means this Declaration and its Exhibits, and the Association Rules and Regulations, as amended from time to time.

**2.10 "DECLARATION"** means this Declaration of Condominium, as amended from time to time.

**2.11 "LIMITED COMMON ELEMENTS"** means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

**2.12 "MEMBER"** means and refers to any person who is a Unit Owner.

**2.13 "UNIT"** means a Unit as defined by the Condominium Act and includes a "Porch, Balcony or Terrace" appurtenant to a Unit.

**2.14 "UNIT OWNER" or "OWNER"** means Unit Owner as defined by the Condominium Act.

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

### **ARTICLE 3. DEVELOPMENT PLAN**

**3.1 SURVEY AND FLOOR PLAN.** A survey of the land subject to this Condominium and a graphic description of the improvements, and a plat plan locating the improvements thereon, and a floor plan identifying each Unit and the Common Elements and the Limited Common Elements and their relative locations and approximate dimensions are attached hereto, incorporated herein and marked Exhibit "A". The Units shall be known and numbered as described in Exhibit "A".

**3.2 EASEMENTS** are reserved through the Condominium Property as may be required for Utility Services in order to serve the Condominium adequately; provided, however, such easements through a Unit shall be only according to the plans and specifications for the building, or as shall prove necessary as the building is constructed, unless approved in writing by the Unit Owner.

### **3.3 IMPROVEMENTS - GENERAL DESCRIPTION.**

A. **CONDOMINIUM BUILDING.** The Condominium includes a Condominium Building (the "Building") consisting of the ground floor and four (4) additional floors, making a total of five (5) floors. The Building contains thirteen (13) Owners' Units. The Common Elements do not include the areas designated "Porch" or "Balcony" or "Terrace", which are included as a part of the respective adjacent Units.

B. **OTHER IMPROVEMENTS.** The Condominium includes walkways, gardens and landscaping, central television signal distribution systems, garages, elevator, and other facilities located substantially as shown upon the plans, which are part of the Common Elements.

**3.4 UNIT BOUNDARIES.** Each Unit, which term is used in this subsection concerning boundaries, shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

A. **UPPER AND LOWER BOUNDARIES.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary --- the horizontal plane of the lower surfaces of the ceiling gypsum board.

(2) Lower Boundary --- the horizontal plane of the upper surfaces of the floor slab.

B. **PERIMETRICAL BOUNDARIES.** The perimetrical boundaries of the Unit shall be the unfinished interior wall line of all interior walls of a Unit extended to an intersection with the upper and lower boundaries.

**3.5 COMMON ELEMENTS.** Unless otherwise provided herein, the Common Elements include the land and all other parts of the Condominium not within the Units, and include all exterior walls and all conduits, ducts, plumbing and wiring contained within a Unit that service part or parts of the Condominium in addition to the Unit in which contained.

### **3.6 LIMITED COMMON ELEMENTS.**

A. **GARAGES.** Garages assigned to respective Units are hereby declared to be Limited Common Elements reserved for the use of the particular Unit to which they are attached or assigned, as the case may be.

B. STORAGE ROOMS. Storage rooms assigned to Units 11, 22, 32, 42 and 52 are hereby declared to be Limited Common Elements reserved for the use of the particular units to which they are attached or assigned, as the case may be.

C. APPURTENANT TO UNIT 11. The space described "LAND ONLY" appurtenant to and at the Southwest corner of Unit 11 is hereby declared to be a Limited Common Element reserved for the use of Unit 11.

**3.7 INGRESS AND EGRESS.** Owners of Units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over stairs, terraces, balconies, and other Common Elements.

**3.8 ENCROACHMENTS.** All Condominium Property shall be subject to easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Buildings or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachment no longer exists.

**ARTICLE 4.  
PERCENTAGE OF OWNERSHIP OF THE COMMON  
ELEMENTS, COMMON EXPENSES, AND COMMON SURPLUS**

The undivided share owned by each Unit in the Common Elements appurtenant to each Unit and the fraction of sharing Common Expenses and owning common surplus shall be:

UNIT NUMBERS	SHARE
All Units	1/13 each

Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by this Declaration of Condominium or the Bylaws.

**ARTICLE 5.  
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

**5.1 COMMON ELEMENTS.** The maintenance of the Common Elements shall be the responsibility of the Association.

**5.2 ALTERATIONS.** There shall be no material alteration to, substantial addition to, or sale of the Common Elements or Association Property, except pursuant to a Resolution of the Board of Directors that is approved by a vote of at least ten (10) Unit Owners at a duly called meeting of the Owners. No Unit Owner shall make any alterations in the portions of the Common Elements or other Association Property which are to be maintained by the Association,

remove any portion thereof, make any additions thereto, or do any work thereon which would jeopardize the safety or soundness of the Building or impair any easement.

**5.3 OBLIGATIONS OF MEMBERS.** In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner shall:

A. Maintain in good condition and repair his or her Unit and all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, and floors) whether or not part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to the Unit.

B. Not make or cause to be made any structural addition or alteration to the Unit or to the Common Elements within the Unit without the prior written consent of the Board of Directors and all mortgagees holding a mortgage on the Unit.

C. Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the Building whether within a Unit or part of the Common Elements without the prior written consent of the Board of Directors and all mortgagees holding a mortgage on the Unit.

D. Allow the Board of Directors or the agents and employees of the Association to enter any Unit (i) for the purpose of maintenance, inspection, repair, or replacement of the improvements within one or more of the Units or the Common Elements; (ii) in a case of an emergency threatening Units or the Common Elements; or (iii) to determine compliance with this Declaration of Condominium and the Bylaws. The Owner of the Unit may be given a courtesy email in advance of the entry, but the failure of the Owner to see such email notice shall not diminish the right of entry to the Owner's Unit.

E. Except for Unit 11, when installing flooring other than in storage rooms, install a standard commercial underlayment to reduce sound transmission, in accordance with any pertinent specifications adopted by the Board of Directors from time to time.

F. Make no repairs to any plumbing, electrical wiring or air conditioning ducts within a Unit except by plumbers, electricians, or service personnel authorized to do such work by the Board of Directors, if the Board of Directors has chosen such preferred professionals. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owners of the Unit, whereas the Association shall pay for and be responsible for the repairs to the Common Elements and electrical wiring within the Common Elements.

**5.4 ENFORCEMENT OF MAINTENANCE.** In the event the Owner of a Unit fails to maintain it as required above, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the Unit in good condition and to pay its attorneys' fees in such action. The Association shall have the

right for its employees or agents to enter the Unit and do the necessary work to enforce compliance with the above provisions. The Owner of the Unit will be given a courtesy email in advance of the entry, but the failure of the Owner to see such email notice shall not diminish the right of entry to the Owner's Unit.

## **ARTICLE 6. ASSESSMENTS**

**6.1 ESTABLISHMENT.** The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium, the Common Expenses of the Association, and such other Assessments as are specifically provided for in this Declaration of Condominium, the Articles of Incorporation, the Bylaws or by law, including Special Assessments necessary to cover unanticipated expenditures which may be incurred during the fiscal year. The Common Expenses shall include, but not be limited to: (i) all expenses of the operation, maintenance, repair, replacement, and protection of the Common Elements; (ii) the expenses of operating the Association; and (iii) any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Each annual Assessment shall be due in quarterly installments on the first day of each quarter of the year for which the Assessments are made, but the Board of Directors has the power to establish other collection procedures.

**6.2 INTEREST AND LATE CHARGE, APPLICATION OF PAYMENTS.** Assessments and installments on such Assessments not paid when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association may also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the Assessment or special Assessment or for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the Assessment or special Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

**6.3 LIEN FOR ASSESSMENTS.** The Association shall have a lien on each Unit to secure the payment of unpaid Assessments and special Assessments which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. No such lien shall continue for a period longer than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(5), Florida Statutes, as amended from time to time. A claim of lien for Assessments or special Assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid



Assessments or special Assessments without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorneys' fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

**6.4 LIABILITY FOR ASSESSMENTS.** An Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and/or Special Assessments which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments and Special Assessments that came due up to the time of transfer of title of the Unit. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

**6.5 NO WAIVER.** The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessment or Special Assessment was made.

**6.6 MORTGAGEES.** Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a Unit as set out in greater detail in the Florida Statutes made and provided for same.

#### **ARTICLE 7.**

#### **THE ASSOCIATION AND ITS POWERS AND RESPONSIBILITIES**

**7.1 AUTHORITY.** The operation of the Condominium shall be vested in 174 Golden Gate Point Association, Inc., a not for profit Florida corporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B." A copy of the Association Bylaws is attached hereto as Exhibit "C."

**7.2 NO UNIT OWNER AUTHORITY.** No Unit Owner, except as an officer of the Association, shall have any authority to act for the Association.

**7.3 POWERS AND DUTIES.** The powers and duties of the Association shall include those set forth in the Condominium Documents, but in addition thereto the Association shall:

A. Have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units. The Owner of the Unit may be given a courtesy email in advance of the entry, but the failure of the Owner to see such email notice shall not diminish the right of entry to the Owner's Unit.

B. Have the power to make and collect Assessments and Special Assessments and to lease, maintain, repair and replace the Common Elements.

C. Maintain accounting records according to good accounting practices, which shall be open to inspection by Owners at all reasonable times.

**ARTICLE 8.  
DESTRUCTION OF IMPROVEMENTS AND INSURANCE**

**8.1 OBTAIN.** The Association shall obtain fire and extended coverage insurance insuring all the insurable improvements constituting or within the Condominium property for the full insurable value thereof. The premium for such coverage and all other insurance deemed desirable by the Association shall be a Common Expense assessed against the Owners of each Unit as heretofore provided.

**8.2 LOSS IN UNIT.** In the event a loss occurs to any improvement within any of the Units alone, without any loss occurring to any of the improvements within the Common Elements, payment under the policy shall be made to the Owners owning such Units and their mortgagees as their interest may appear, if there be mortgages on said Units, and it shall be the duty of those Owners to effect the necessary repairs to the improvements within their respective Units.

**8.3 LOSS IN UNIT AND CONTIGUOUS COMMON ELEMENTS.** In the event a loss occurs to any improvement within any of the Units and the contiguous Common Elements alone, or to improvements with the Common Elements alone, payment under the policy shall be made jointly to the Association and to the holders of mortgages in the Units, and the proceeds shall be expanded or disbursed as follows:

A. If the mortgagees agree, all payees shall endorse the insurance company's check to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Units. In such event should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds shall be apportioned to repair improvements within Owners' Units in proportion to the loss sustained to improvements within said Units as estimated by the insurance carrier, and the Owners owning interest in Units containing damaged improvements shall be subject to a special Assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Units.

B. In the event all mortgagees do not agree to the endorsement of the proceeds as provided in the subparagraph (A.) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgagee encumbering any Unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent) shall disburse funds as follows:

(1) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the Units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

(2) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements, and within the Units, a Membership meeting shall be held to determine whether or not to abandon the Condominium project or to levy a uniform Special Assessment against each Unit and the Owners thereof as their interests may appear, to obtain the necessary Owners' funds to repair and restore the improvements within the Common Elements and the Units. In the event the majority of the voting Members vote in favor of a Special Assessment, the Association shall immediately levy such Assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting Members are opposed to the special Assessment and vote for abandonment of the Condominium project, the insurance proceeds shall be disbursed in accordance with the paragraph above, and the Condominium project shall be terminated as herein provided.

#### **8.4 LOSS IN COMMON ELEMENTS; INADEQUATE INSURANCE PROCEEDS.**

If there has been loss or damage to the Common Elements and the insurance proceeds available are inadequate to repair and reconstruct the same and all of the Units, and if the majority of the voting Members vote against levying the Special Assessment referred to above and vote to abandon the Condominium project, the same shall be abandoned in accordance with Article 15 of this Declaration. As evidence of the Owners' resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of the county an affidavit stating that such resolution was properly passed, to which a copy of the consent of the Owners and holders of all liens shall be affixed.

**8.5 ADDITIONAL INSURANCE.** In addition to other insurance coverage specifically mentioned herein and otherwise required by law, the Association shall obtain insurance which shall cover risks of all types affecting the Common Elements and improvements within Units which shall insure loss to contents within Units to the extent of \$3,000.00 per Unit. Liability insurance, in an amount to be determined by the Board of Directors, shall also be obtained on the Common Elements.

**8.6 ASSOCIATION AS AGENT.** Under all circumstances, the Association hereby has the authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for damages to improvements within Units or Common Elements.

**ARTICLE 9.  
EQUITABLE RELIEF**

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event such property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include, a termination of the Condominium and a partition.

**ARTICLE 10.  
USE RESTRICTIONS**

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists, and the Building, in useful condition, exists upon the land. In addition to other obligations and duties heretofore set out in this Declaration, every Owner shall:

**10.1 PAY.** Promptly pay the Assessments and Special Assessments levied by the Association.

**10.2 MAINTAIN.** Maintain in good condition and repair and in a clean and sanitary manner the Unit and all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, and floors) whether or not part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to the Unit.

**10.3 SINGLE-FAMILY RESIDENCE.** Not use or permit the use of a Unit for any purpose other than as a single-family residence.

**10.4 ADDITION OR ALTERATION.** Not make or cause to be made any structural addition or alteration to his or her Unit or to the Common Elements within the Unit without prior written consent of the Board of Directors and all mortgagees holding a mortgage on the Unit.

**10.5 NUISANCE.** Not permit or suffer anything to be done or kept in a Unit which will increase the insurance rates on the Unit or the Common Elements or which will obstruct or interfere with the rights of other Members or annoy them by unreasonable noises, odors, or otherwise; nor shall a Member commit or permit any nuisance, immoral or illegal act in a Unit or on the Common Elements.

**10.6 RULES AND REGULATIONS.** Conform to and abide by the Bylaws and Rules and Regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors, and to see that all persons using the Owner's Unit, by, through or under said Owner do likewise.

**10.7 ALTERATION.** Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the Building whether within a Unit or part of the Common Elements without prior written consent of the Board of Directors and all mortgagees holding a mortgage on the Owner's Unit.

**10.8 ALLOW ACCESS.** Allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within Units or the Common Elements, or in case of emergency threatening the Unit, other Units, or the Common Elements or to determine compliance with this Declaration of Condominium, the Bylaws, or the Rules and Regulations. The Owner of the Unit may be given a courtesy email in advance of the entry, but the failure of the Owner to see such email notice shall not diminish the right of entry to the Owner's Unit.

**10.9 GARAGES.** Not use Condominium garages for any other purpose except the protection of passenger vehicles. Nothing except passenger vehicles may be kept, placed, or stored in Condominium garages, nor may any closets or shelves be built or maintained in any garage, other than those forming the basic Condominium structure.

**10.10 SIGNS.** Show no sign, advertisement or notice of any type on the Common Elements or a Unit and erect no exterior antennas and aerials except as provided by uniform Rules and Regulations promulgated by the Board of Directors or as required to be allowed by law.

**10.11 LIMITATION ON LEASING AFTER PURCHASE.** A Unit acquired after the effective date of this Declaration shall not be leased for a period of twelve (12) months following the acquisition of the Unit (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer. A Unit acquired by the Association by foreclosure of a lien for delinquent Assessments or by a deed in lieu of such foreclosure is excluded from this restriction. Notwithstanding the foregoing, a Unit may be leased immediately when acquired through inheritance.

## **ARTICLE 11 SALE, RENTAL, LEASE OR TRANSFER**

**11.1 TRANSFERS SUBJECT TO APPROVAL.** Prior to the sale, rental, lease or transfer of a Unit to any person other than the transferor's spouse, the Unit Owner shall notify the Board of Directors, in writing, of the name and address of the party of whom the proposed sale, rental, lease, or transfer is to be made (the "Acquirer"), and such other information as may be required by the Board of Directors, including a telephone call by two (2) Directors with the

Acquirer. Within ten (10) days of receipt of such information, the Board of Directors shall either approve or disapprove of the proposed sale, rental, lease or transfer, in writing, and shall notify the Unit Owner of its decision.

**11.2 MORTGAGEES.** Institutional mortgagees acquiring title to any Unit, either by foreclosure or voluntary conveyance to avoid foreclosure, shall be exempt, on resale, from the provisions of Section 11.1.

**11.3 PROHIBITED TRANSACTIONS.** Notwithstanding anything to the contrary in this Declaration of Condominium or the Bylaws, at no time shall the Board of Directors approve a conveyance resulting in more than one (1) Unit being owned by an Owner or any family member of such Owner. Further, each Owner must be a natural person and may not be a corporation, partnership, or any entity other than a natural person. These limitations shall not apply to Units owned by or conveyed to the Association.

**11.4 SCREENING AND APPLICATION FEES.** The Association shall impose a fee not to exceed one hundred and fifty/100 dollars (\$150.00) per applicant or as permitted by law with the giving of notice of intention to sell, transfer, rent, or lease a Unit. Said fee shall be paid each time such a transaction occurs except in the instance of an extension of a lease period. Said screening and application fee is to be set by the Board of Directors and in compliance with applicable law.

## **ARTICLE 12. AMENDMENTS OF DECLARATION; RULES AND REGULATIONS**

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the manner hereinafter set forth.

**12.1 AMENDMENT.** Notice of the subject matter and text of a proposed amendment shall be included in or with the notice of the Members' meeting at which the proposed amendment will be considered. This Declaration of Condominium may be amended by the affirmative vote of at least seven (7) Owners.

**12.2 EXECUTION AND RECORDING.** All amendments to this Declaration of Condominium shall be evidenced by a certificate executed with the formalities of a deed which shall include the recording information identifying this Declaration of Condominium. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

**12.3 RULES AND REGULATIONS.** The Board of Directors shall have the right to adopt uniform Rules and Regulations, including, but not limited to, in connection with the sale and rental of the Units, and including, but not limited to, Rules and Regulations pertaining to the following: minimum and maximum periods of leases; requiring an investigation fee of any lessee; requiring all leases to be in writing and subject to the Condominium Documents;

prohibiting a sale of a Unit where the sale is proposed to be made to a person acquiring the Unit for rental purposes; requiring an application to be made by the proposed purchaser or lessee; prohibiting a sale to a corporation or anyone other than a natural person; prohibiting pets other than those permitted in Rules and Regulations regarding allowed pets and procedures regarding same; relative to boat dockage; restrictions against parking or storing of commercial vehicles, and trailers of all types; and excluding all vehicles except ordinary passenger cars or station wagons in the garages or on the parking spaces on the Common Elements.

### **ARTICLE 13. BYLAWS**

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

### **ARTICLE 14. REMEDIES FOR VIOLATIONS**

**14.1 NEGLIGENCE.** An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of his or her family, or his or her guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

**14.2 COMPLIANCE AND DEFAULT.** Each Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations adopted by the Board of Directors, as amended from time to time. Failure of an Owner to comply therewith shall entitle the Association or any Owners to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

**14.3 COSTS AND ATTORNEYS' FEES.** In any proceeding arising out of an alleged failure of an Owner to comply with the requirements of the Condominium Act, this Declaration of Condominium, the Exhibits attached hereto, or the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and the Association, if it shall prevail, shall further be entitled to recover such reasonable attorneys' fees as may be awarded by the Court or arbitrator, including those incurred in appellate proceedings.

**14.4 NO WAIVER OF RIGHTS.** The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, shall not constitute a waiver of the right to do so thereafter.

**14.5 AUTHORITY TO LEVY FINES.** In addition to other remedies provided to the Association for enforcement of the Condominium Act, this Declaration of Condominium, the

Articles of Incorporation, the Bylaws, and the Rules and Regulations, the Association may also levy a fine against any Owner for failure of the Owner or of a tenant, occupant, licensee or invitee to comply with the Condominium Act, this Declaration of Condominium, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, in accordance with Section 718.303(3) of the Florida Statutes, as amended from time to time.

**ARTICLE 15.  
TERMINATION OF CONDOMINIUM**

If all Unit Owners and the holders of all liens affecting any of the Units or the Condominium Property execute and duly record an instrument terminating the Condominium Property, said property shall be deemed to be thereafter owned in common by the Unit Owners. The undivided interest in the property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements.

**ARTICLE 16.  
LIMITATION OF LIABILITY**

**16.1** The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which he or she is assessed from time to time in accordance with this Declaration of Condominium.

**16.2** The Owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in his or her own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

**ARTICLE 17.  
LIENS**

**17.1** Subsequent to recording this Declaration of Condominium no liens of any nature shall thereafter arise or be created against the Condominium Property as a whole except with the unanimous consent of the Unit Owners. During such period liens may arise or be created only against the several Condominium parcels.

**17.2** Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the mechanics' lien law against the Unit or Condominium parcel of any Unit Owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon, but if duly authorized by the Association such labor or materials shall be deemed to be performed or furnished with the express consent of each Unit Owner and shall be the basis for the filing of a lien against all Condominium parcels in the proportions for which the Owners thereof are liable for Common Expenses.



17.3 In the event a lien against two (2) or more Condominium parcels becomes effective each owner thereof may relieve his Condominium parcel of the lien by payment of the proportionate amount attributable to his Condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Condominium parcel.

**ARTICLE 18.  
MEMBERSHIP IN ASSOCIATION**

18.1 All Unit Owners shall automatically be Members of the Association and said membership shall terminate when they no longer own said Units.

18.2 Owners of each Unit shall collectively be entitled to one (1) vote in accordance with the voting privileges set forth in the Bylaws.

**ARTICLE 19.  
MISCELLANEOUS**

19.1 **SEVERABILITY.** The invalidity or unenforceability in whole or in part of any restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration of Condominium, or any Exhibit attached thereto, shall not affect the remaining portions hereof.

19.2 **APPLICABLE STATUTES.** The validity, application and construction of this Declaration of Condominium and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

19.3 **BINDING EFFECT.** All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration of Condominium is duly revoked.

19.4 **CONFLICTS.** If there is a conflict between any provision of this Declaration of Condominium and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Condominium Documents shall take priority in the following order: this Declaration of Condominium, the Articles of Incorporation, the Bylaws, and then the Rules and Regulations, all as amended from time to time.

19.5 **HEADINGS AND CAPITALIZATION.** The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

**19.6 INTERPRETATION.** The provisions of this Declaration of Condominium shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and providing for the same.