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CERTIFICATE OF AMENDMENT

**DECLARATIONS OF CONDOMINIUM
OF**

**BRISTOL HOUSE, A CONDOMINIUM, SECTION A
BRISTOL HOUSE, A CONDOMINIUM, SECTION B**

**ARTICLES OF INCORPORATION
BYLAWS**

THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Declarations of Condominium of **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, and to the Articles of Incorporation and Association Bylaws (which Articles of Incorporation and Bylaws are recorded as Exhibits to the originally recorded Declarations of Condominium) of **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.** (herein, the "Association") were duly adopted at the Annual Membership Meeting of the Association held on January 17, 2019, by not less than two-thirds (2/3) of the total voting interests of the Association as required by Article VIII of the Declarations of Condominium as to the Amended and Restated Declaration of Condominium, and by the affirmative vote of two-thirds (2/3rds) of the members present and voting at the membership meeting as required by Article XI of the Articles of Incorporation as to the Amended and Restated Articles of Incorporation and Article XIII of the Bylaws as to the Amended and Restated Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

The original Declaration of Condominium of **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, was recorded at Official Records Book 861, Page 1 *et seq.* and the original Declaration of **BRISTOL HOUSE, A CONDOMINIUM, SECTION B** was recorded at Official Records Book 886, Page 830 *et seq.*, both of the Public Records of Sarasota County, Florida.

DATED this 13 day of November, 2019.

Signed, sealed and delivered:
in the presence of:

**THE BRISTOL HOUSE OWNERS
ASSOCIATION, INC.**

sign Joyce E. Puglio
print Joyce E. Puglio

By: Dennis Pelletier
Dennis Pelletier, President

sign Barbara B. Leary
print Barbara B. Leary

ATTEST:

sign _____

By: _____

Karen Kies, Secretary

print _____

[Corporate Seal]

sign _____

print _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of November, 2019, by Dennis Pelletier as the President of The Bristol House Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires: 5/27/2023

NOTARY PUBLIC



CANDACE J MOUNGER
Commission # GG 334366
Expires May 27, 2023
Bonded Thru Budget Notary Services

sign Candace J. Mounger

print Candace J. Mounger
State of Florida at Large (Seal)

~~STATE OF FLORIDA~~
~~COUNTY OF SARASOTA~~

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Karen Kies as Secretary of The Bristol House Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My commission expires:

NOTARY PUBLIC

sign _____

print _____
State of Florida at Large (Seal)

ATTEST:

sign [Signature]

print Dennis N. Pelletier

sign [Signature]

print DAVID ZIMMER

By: [Signature]
Karen Kies, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of November, 2019, by Dennis Pelletier as the President of The Bristol House Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires: 5/27/2023

NOTARY PUBLIC

sign _____

print Candace J. Mounger
State of Florida at Large (Seal)

STATE OF ~~FLORIDA~~ Michigan
COUNTY OF ~~SARASOTA~~ Charlevoix

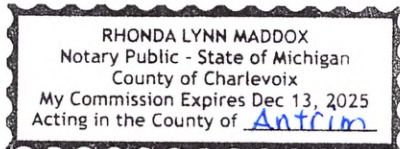
The foregoing instrument was acknowledged before me this 14 day of November, 2019, by Karen Kies as Secretary of The Bristol House Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced Drivers License as identification.

My commission expires: 12/13/25

NOTARY PUBLIC

sign [Signature]

print Rhonda Lynn Maddox
State of Florida at Large (Seal)
Michigan



AMENDED AND RESTATED

**DECLARATIONS OF CONDOMINIUM
OF
BRISTOL HOUSE, A CONDOMINIUM, SECTION A
BRISTOL HOUSE, A CONDOMINIUM, SECTION B**

*[Substantial rewording of Declarations of Condominium. See existing
Declarations of Condominium for present text.]*

WHEREAS, the condominium developer previously submitted to the condominium form of ownership pursuant to Chapter 718, Florida Statutes that property situated in Sarasota County, Florida, more particularly described herein on **Composite Exhibit "A"**, and the improvements thereon, said lands lying and being in Sarasota County in the State of Florida; and

WHEREAS, the original Declaration of Condominium for **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** (20 Units), was recorded at Official Records Book 861, Page 1 *et seq.*, and the original Declaration of Condominium for **BRISTOL HOUSE, A CONDOMINIUM, SECTION B** (20 Units), was recorded at Official Records Book 886, Page 830 *et seq.*, both of the Public Records of Sarasota County, Florida (herein, the "Declarations"); and

WHEREAS, the Board of Directors of **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.** (herein, the "Association") proposed and approved these Amended and Restated Declarations of Condominium at a duly-noticed Board of Directors' meeting; and

WHEREAS, these Amended and Restated Declarations of Condominium were approved by not less than two thirds (2/3rds) of the Association's total voting interests at a duly-noticed membership meeting.

NOW, THEREFORE, THE BRISTOL HOUSE OWNERS ASSOCIATION, INC. does hereby amend and restate the Declarations of Condominium of **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, for the purpose of including all of the original provisions of the two Declarations, together will all previously recorded amendments and changes made herein, and does hereby adopt and approve this document.

**ARTICLE 1
PURPOSE**

The purpose of these Declarations are to submit the Land or Lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by the Chapter 718, Florida Statutes, as iterated on the date the original Declarations of Condominium were first recorded in the Public Records (hereinafter the "Condominium Act"). The provisions are incorporated herein by reference and made a part hereof. Any mandatory provisions shall control over any conflicting provisions of the Condominium Documents, and the Condominium Documents control over any conflicting provisions of the Statutes which are not mandatory. All the restrictions, reservations, covenants, conditions and easements contained in these Declarations of Condominium shall constitute covenants running with the land and/or equitable servitudes upon the Land or Lands, as the case may be, and shall rule perpetually unless terminated in accordance with the terms of this Declaration, and shall be binding upon all Unit Owners. In consideration of receiving and acceptance of a grant, devise or mortgage, all grantees, devisees, or mortgagees, their heirs, personal representatives, successor and assigns, and all parties claiming by, through or under such persons, agree to be bound by this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. Both the burdens imposed and the benefits provided shall run with each Unit and all interests appurtenant to such Unit.

**ARTICLE 2
NAMES OF THE CONDOMINIUMS**

2.1 **Section A Condominium.** The name by which the first Condominium is to be identified is **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** (herein "Section A Condominium"). The Section A Condominium has a total of twenty (20) Condominium Units. The original Declaration of Condominium of **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** was recorded at Official Records Book 861, Page 1 *et seq.* of the Public Records of Sarasota County, Florida.

2.2 **Section B Condominium.** The name by which the second Condominium is to be identified is **BRISTOL HOUSE, A CONDOMINIUM, SECTION B** (herein "Section B Condominium"). The Section B Condominium has a total of twenty (20) Condominium Units. The original Declaration of Condominium of **BRISTOL HOUSE, A CONDOMINIUM, SECTION B** was recorded at Official Records Book 886, Page 830 *et seq.*, of the Public Records of Sarasota County, Florida.

2.3 **No Merger of Condominiums.** The Developer originally developed **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B** as two separate Condominiums with two separate Declarations of Condominium. Both Condominiums were operated and administered by **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.** Although the Declarations of the two Condominiums will be amended and restated as a single Declarations of Condominium, no merger of the underlying two Condominiums will occur. However, the Association will continue to operate the two (2) Condominiums as a single Condominium for purposes of financial matters, including but not limited to budgets, assessments, accounting, recordkeeping, and similar matters.

**ARTICLE 3
UNITS, LAND AND IMPROVEMENTS**

The Condominium Units in **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** shall be known as Units No. 101 through 110, inclusive, and 201 through 210, inclusive. The Condominium Units in **BRISTOL HOUSE, A CONDOMINIUM, SECTION B** shall be known as Units No. 111 through 120, inclusive, and 211 through 220, inclusive. A survey of the Condominiums, a graphic description of the improvements in which the Units are located, and of the Units themselves, and a plot plan showing the relative position of the buildings of the Condominiums, appear on those certain Condominium Plats of the Condominiums being recorded herewith in Condominium Book 4, at Page 17, 17A, and 17B, of the Public Records of Sarasota County, Florida, as it pertains to **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, and in Condominium Book 4, at Page 37, 37A, and 37B, of the Public Records of Sarasota County, Florida, as it pertains to **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**. The Plats are incorporated herein by reference and also attached hereto as **Composite Exhibit "A"**.

**ARTICLE 4
DEFINITIONS**

The terms used in this Declaration, the Articles of Incorporation, the Bylaws, and in the various exhibits mean as follows, or otherwise shall have the meanings stated in the Condominium Act:

4.1 **"Articles of Incorporation"** means the Articles of Incorporation of the Association, as they are subsequently amended from time to time.

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

4.3 “**Association**” means **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.**, a Florida Not for Profit Corporation responsible for the operation of the Condominiums.

4.4 “**Board of Directors**” or “**Board**” means the Board of Directors of the Association which is responsible for the administration and operation of the Association and which is the same body that is sometimes referred to as the “Board of Administrators” in the Condominium Act.

4.5 “**Bylaws**” means the Bylaws of the Association, as they are subsequently amended from time to time.

4.6 “**Committee**” means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the President of the Association to make recommendations to the Board of Directors.

4.7 “**Common Elements**” means the portions of the respective Condominium Property not included within the Units.

4.8 “**Common Expenses**” means all expenses properly incurred by the Association in the performance of its duties, including without limitation all expenses specified in Section 718.115, Florida Statutes.

4.9 “**Condominium**” means that form of ownership under which Units are subject to ownership by one or more Owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements as elsewhere herein more fully defined. It also means the complexes subjected hereby to Condominium ownership, known as **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**.

4.10 “**Condominium Act**” means Chapter 718, Florida Statutes, or its predecessor, as it existed on the date the original Declarations were recorded in the Public Records.

4.11 “**Condominium Documents**” mean the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and Plats, all as amended from time to time.

4.12 “**Condominium Parcel**” means a Unit, together with the undivided share in the Common Elements appurtenant to the Unit.

4.13 “**Condominium Plat**” or “**Plat**” means that certain Plat(s) or drawing(s), as recorded in the Sarasota County Official Records. The Condominium Plat for **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** is found at Condominium Book 4, at Page 17, 17A, and 17B. The Condominium Plat for **BRISTOL HOUSE, A CONDOMINIUM, SECTION B** is found at Condominium Book 4, at Page 37, 37A, and 37B.

4.14 “**Condominium Property**” means and includes the lands, leaseholds, personal property and improvements that are hereby subjected to condominium ownership together with all easements and rights appurtenant thereto intended for use in connection with the respective Condominium.

4.15 “**Declaration**” or “**Declarations**” means the Declaration(s) of Condominiums of **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, as subsequently amended from time to time.

4.16 “**Limited Common Elements**” mean those Common Elements which are reserved for the exclusive use of a certain Unit to the exclusion of other Units, as specified in the Declaration or the Plats.

4.17 “**Original Declaration**” or “**Original Declarations**” means the original Declarations of Condominium for **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, recorded at Official Records Book 861, Page 1 *et seq.*, and the

original Declaration of Condominium for **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, recorded at Official Records Book 886, Page 830 *et seq.*, both of the Public Records of Sarasota County, Florida.

4.18 **"Rules and Regulations"** or **"Rules"** means the rules and regulations promulgated by the Association's Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration. The Association may, but need not, record the Rules and Regulations in the Public Records of Sarasota County, Florida.

4.19 **"Special Assessment"** means any Assessment levied against a Unit Owner other than the Assessment required by a budget adopted annually.

4.20 **"Unit Owner"** or **"Owner"** means a record owner of legal title to a Condominium Parcel.

4.21 **"Unit"** or **"Units"** means a part of the respective Condominium Property which is subject to exclusive ownership. A Unit or Units is more fully described in Article 3 of this Declaration.

4.22 **"Voting Certificate"** means a document which designates one of the record title Owners, or the corporation, partnership, or entity representative, who is authorized to vote on behalf of the Unit that is owned by more than one Owner or by any entity.

4.23 **"Voting Interests"** means the voting rights distributed to the Association Members pursuant to the Declaration.

ARTICLE 5 COMMON ELEMENTS

5.1 **Common Elements.** There shall be appurtenant to each of the Units of each Condominium an equal ownership of the respective Common Elements of that Condominium. The Common Elements of **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, include the following:

A. The land and all other parts of the respective Condominium not within the Units as referenced in the Plats attached hereto as **Composite Exhibit "A"**.

B. All outside surfaces of walls except for glass or screened surfaces of windows, doors, or porches or balconies of the various Units, which said glass and screened surfaces will be part of each such Unit and are not Common Elements. Covering, replacement or modification of any or all such glass or screened surfaces, however, must be approved in advance, in writing, by the Board of Directors of the Association.

C. Easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to other Units or Common Elements.

D. Installations for furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.

E. The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements.

F. Easements for inspection, maintenance, repair, replacement of the Common Elements.

G. Non-exclusive easements for ingress and egress over such streets, walks and other rights of way serving the Units as shall be necessary to provide reasonable access to public ways.

H. Easements as needed for maintenance and support of Units and Common Elements.

5.2 **Property Subject to Lease Not Common Elements.** The leasehold interest held by the Association to those certain lands and facilities, more particularly set forth in that certain Lease Agreement, a copy of which was recorded as an exhibit to the Declaration of Condominium for **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, at Official Record Book 861, Page 27, *et seq.* of the Public Records of Sarasota County, Florida, and separately recorded in Official Record Book 861, Page 148, *et seq.* of the Public Records of Sarasota County, Florida, shall not be considered Common Elements to the respective Condominium. The right to the use of or interest in said leased property shall accrue to the various Condominium Parcels by virtue of the Owners of such Condominium Parcel being a member of the Condominium Association.

5.3 **Limited Common Elements.** Each Unit is assigned one (1) Limited Common Element parking space, and one (1) enclosed storage space within a building's storage room. Unit Owners may only park in the Limited Common Element parking space assigned to a Unit, and may only store items in the storage space assigned to a particular Unit. The Association will maintain the parking lot and storage rooms as a Common Expense.

ARTICLE 6 COMMON EXPENSES

In addition to the Common Expenses identified in Section 718.115, Florida Statutes, the Common Expenses include all expenses properly incurred by the Association's Board of Directors, including, but not be limited to, the following:

6.1 **Common Elements.** Expenses incurred in the maintenance, preventative maintenance, repair, replacement or protection of the respective Common Elements, and those portions of the Condominium Units the Association is specifically obligated by these Declarations to maintain, repair and/or replace.

6.2 **Declared Expenses.** Expenses declared Common Expenses by provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and any valid charge against the Condominium Property as a whole, including but not limited to the payment of all expenses relative to the leased area which is the subject of the Lease Agreement in Article 5.2, above.

6.3 **Insurance.** Premiums on Association insurance policies required or allowed by the Articles of these Declarations or by Section 718.111(11), Florida Statutes and other applicable law, including but not limited to fire, casualty, liability, employee theft, umbrella, directors and officers and other insurance as provided herein.

6.4 **Management and Administrative Fees.** Costs of operation, management and maintenance of the Condominiums and the administrative costs of the Association, including, without limitation, professional fees, management expenses and all other expenses of carrying out the powers and duties of the Association.

6.5 **Utility Services.** Costs of water, electricity, sewage, and other utilities that are not separately metered to the individual Units, and garbage collection to the Common Elements.

6.6 **Labor, Materials and Supplies.** Costs of labor, material and supplies used in conjunction with the Common Elements.

6.7 **Alterations and Improvements.** The costs of material alterations or substantial improvements to the Common Elements.

6.8 **Repair of Damages.** The costs of repair of damages to the Condominium Property caused by casualty in excess of insurance coverage, as more fully provided in Article 10 of the Declarations.

6.9 **Hurricane Protection.** The expense of installation, replacement, operation, repair, and maintenance of hurricane protection, but only if so provided by resolution adopted by the Board pursuant to Sections 718.115(1)(e) and 718.113(5), Florida Statutes.

6.10 **Governmental Requirements.** Any items or services required by federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer services for a master meter that services the Condominium.

6.11 **Foreclosed Assessments.** If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all the Unit Owners.

6.12 **Miscellaneous Costs and Expenses.** If so elected by the Board of Directors, all other costs and expenses that may be duly incurred by the Association, through its Board of Directors, from time to time in operating, protecting, administering, insuring, managing and conserving the Condominium Properties and in carrying out its duties and responsibilities as provided by the Condominium Act, the Not-For-Profit Corporation Act, these Declarations, the Articles of Incorporation, or the Bylaws.

ARTICLE 7 VOTING

Except as otherwise provided herein and in Chapter 718, Florida Statutes, each of the Units shall be entitled to one (1) vote at meetings of the Association. In the event of joint ownership of a Unit, said vote shall be apportioned among the Owners or exercised by one of them by agreement with the remainder of said joint Owners. Voting rights may be suspended pursuant to Article 17.9 of the Declarations and Section 718.303, Florida Statutes.

ARTICLE 8 CONDOMINIUM ASSOCIATION

8.1 **Association.** The Association, known as **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.**, is organized under the laws of the State of Florida as a Not-for-Profit Corporation. It manages **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**.

8.2 **Membership.** All record Owners of a Unit in either Condominium shall be required to be members of the Association.

8.3 **Bylaws.** The Condominiums are operated pursuant to the Bylaws of the Association.

8.4 **Rules and Regulations.** In addition to the powers of the Association elsewhere herein set forth or adopted by reference, the Association has the right to adopt and enforce uniform Rules and Regulations concerning, pertaining or relating to the Units, Common Elements, Condominium Properties, and administration of the Association and Condominiums. Such Rules and Regulations shall not be contrary to the laws of the land, the Declarations of Condominium, the Articles of Incorporation, or the Bylaws of the Association.

8.5 **Default.** In the event of default by any Officers or Directors of the Association or by the Association in carrying out its obligations under these Declarations of Condominium, the Articles of Incorporation or Bylaws of the Association or the Condominium Act, then and in that event any adversely affected Member shall notify the defaulting Officer or Director, as the case may be, and in all events the Board of Directors, in writing, of such default, and shall extend a 30-day period from the date of delivery of such notice to cure such default prior to instituting any legal action concerning the same. In no circumstance may any adversely affected party bring cause after one year of the presumed event. If a Unit Owner fails to timely provide such a 30-day notice of default to the Officer and Director and to the Board of Directors, the Unit Owner shall not be permitted to recover his attorney's fees and costs in the event the Owner prevails in subsequent litigation involving the Association, the Officer, Director, or the Board of Directors.

ARTICLE 9 ASSESSMENTS

9.1 **Equal Assessments.** The Common Expenses shall be assessed equally among the forty (40) Units. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the Assessments are made.

9.2 **Joint and Several Liability.** A Unit 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 which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. For the purposes of this Article, the term "previous owner" does not include the Association if it acquires title to a delinquent Unit through foreclosure or by deed in lieu of foreclosure. A present Unit Owner's liability for unpaid Assessments is limited to any unpaid Assessments that accrued before the Association acquired title to the delinquent Unit through foreclosure or by deed in lieu of foreclosure. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Article for the collection of unpaid Assessments.

9.3 **Liability of First Mortgagee.** The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

A. The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

B. One percent (1%) of the original mortgage debt.

For purposes of this Article the term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage. The provisions of this Article apply only if the first mortgagee initially joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

9.4 **Interest and Late Fees; Application of Payment.** Assessments paid on or before ten (10) days after the date due shall not bear interest. Assessments and installments on Assessments which are not paid when due bear interest at the highest rate allowed by law (currently eighteen percent (18%) per year) from the due date until paid. All interest collected shall be credited to the common income account. The Association shall, in addition to such interest,

charge an administrative late fee of up to the greater of \$25 or five percent (5%) of each delinquent installment for which the payment is late. Any payment received by an Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the oldest delinquent Assessment. The foregoing is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

9.5 **Lien.** The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien is effective from and shall relate back to the recording of the Original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the Condominium Parcel is located. To be valid, a claim of lien must state the description of the Condominium Parcel, the name of the record Unit Owner, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. The lien is not effective one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period is automatically extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Condominium Parcel. The claim of lien secures all unpaid Assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

9.6 **Foreclosure of Lien.** The Association, at its option, may enforce collection of delinquent Assessment or Special Assessment accounts by suit or law or by foreclosure of the lien securing the Assessments, or by any other competent proceeding, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees up to and including all appeals.

9.7 **Monetary Judgment.** In addition to the other collection remedies provided herein, the Association may also seek, obtain and collect on a financial judgment against the Unit Owner(s), tenants, and/or residents for any monetary obligation due to the Association.

ARTICLE 10 INSURANCE, REPAIR AND REBUILDING

The Association shall procure and pay for as part of the Common Expenses, Fire and Extended Coverage Insurance on the Common Elements of the Condominiums in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees holding mortgages on a portion of the Common Elements insured as endorsees of the policy. In addition, the Association shall procure and pay for, as part of the Common Expenses, Fire and Extended Coverage Insurance to the full insurable value thereof on each individual Unit which said policies of insurance shall show, if that be the case, institutional mortgagees of said Units respectively as endorsees of such policies. In the event of destruction, either partial or substantial, of a Unit, the Owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair or rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the Owner of said Unit and/or the Association as may be required and to be received by the Association and/or the institutional mortgagee of said Unit, as then agreed upon and held in escrow to apply to and assure the prompt payment of the cost of such repair or rebuilding. In the event that the Owner of an affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the Owner's cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the Owner

of said Unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of said Owner and to the extent of such payment, the Association shall be entitled to a lien on the Owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting Owner all costs of collection, including a reasonable attorney's fee.

In the event of substantial destruction of a whole building (more than fifty [50%] percent of the Units of each Condominium are substantially destroyed), the Owners of the Units in the Condominium shall meet on ten (10) days' notice and, under the procedure used by the Association for the calling and conduct of meetings, shall vote to determine whether said building shall be rebuilt or whether the insurance proceeds, if any shall be accepted and apportioned among them, the lands sold, or some other alternative, provided, however, that said Owners shall be under an obligation to rebuild said building unless ninety (90%) percent out of a possible one hundred (100%) percent of the votes of each impacted Condominium are for some other alternatives. In the event that the other alternative is the sale of the Condominium Property and is properly voted upon then each Unit in the respective impacted Condominium is hereby obligated to be conveyed to any purchaser offering to purchase the whole Condominium acceptable to fifty (50%) percent or more of the Units in said Condominiums and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the Condominium structure, shall be divided among the Owners of Units in said Condominium according to the respective values of the Units owned by them. If all the Units are the subject matter of one hazard policy or related policies all issued by one Company, the proportionate insurable values revealed by such Policy or Policies shall be conclusive as to apportionment of proceeds. Otherwise, the respective proportionate values as revealed by the Tax Assessor's Rolls of Sarasota County shall be used for apportioning proceeds. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in said building by virtue of more than one Unit being damaged or destroyed, but the whole building not being substantially destroyed, such apportionment shall be made by the Association based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the Insurance Company or Companies making the settlement.

ARTICLE 11 RESTRICTIONS

The following restrictions shall apply to and bind the respective Condominium, Condominium Property, Unit, Units, and Condominium Parcels, to wit:

11.1 Loud Noises, Obnoxious Odors or Nuisance. Owners, tenants, residents, and occupants of Condominium Units shall not suffer, permit or maintain in or on their premises loud noises or obnoxious odors or any activity which would constitute a nuisance to neighboring Units or residents, in the reasonable discretion of the Board of Directors, or which may result in an increase in the insurance rates on the Common Elements, or interfere or obstruct the rights of other members to the use or enjoyment of a Unit or the Common Elements.

11.2 One-Family Residential Dwelling. Each Unit shall be used exclusively as a one-family residential dwelling. No business or trade shall be permitted to be conducted anywhere on the Condominium Property, except Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations of the local governmental entity, provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium.

11.3 Compliance with Laws, Documents, Rules and Regulations. The residents, tenants, guests and occupants and Owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, in so far as the same pertain to the control or use of such Unit, as well as the Condominium Documents and the Association's Rules and Regulations. In addition, the occupants and Owners of such Unit shall promptly pay each Unit's share of all Common Expenses, including such Unit's share of the leasehold

obligation arising under the lease of the areas mentioned in Article 5.2 above, which shall be construed as a covenant in favor of Lessor under said lease.

11.4 Subdivision of Unit. No Condominium Parcel or Unit shall be divided or sub-divided or severed from the realty and no structural alterations, improvements, additions or changes shall be made within said Unit without prior written approval of the Board of Directors of the Association.

11.5 Maintain Unit. Unit Owners shall properly and timely maintain the Owner's Unit in good condition and repair and pay for any utilities separately metered to the Owner's Unit.

11.6 Wires, Antennas, and Exterior Articles. Without the prior written permission of the Association's Board, no wires, TV antennas, satellites, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of either building, except for those structures that form a part of the original building. No Unit Owner shall permit or maintain any exposed or outside storage or storage containers.

11.7 Clothes Lines, Hangers or Drying Facilities. No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door, or from the railing of any balcony.

11.8 Signs. No signs of any type, including without limitation realtor signs, shall be kept, permitted or maintained on or in any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for signs approved by the Association's Board of Directors.

11.9 55 and Over Unit Occupancy. All Unit Owners, tenants, guests, invitees, residents and occupants shall comply with the following age restrictions in the occupancy of the Unit. The Board of Directors of the Association is hereby authorized to adopt such policies and procedures as deemed necessary to further clarify that our community is a 55 years of age and over community and qualifies for the exemption available under the Fair Housing Amendments Act of 1989, including policies to be implemented to ensure that prospective residents are verified to determine whether they meet the 55 or older standard and to further promulgate and strictly enforce rules, policies and procedures to ensure the comfort and safety of a 55 years of age and older population.

A. The Condominiums are intended and operated to provide housing for residents who are fifty-five (55) years of age or older. As such, each Unit shall (unless vacant) be occupied by at least one person fifty-five (55) years or older, and a Unit shall not be occupied unless that condition is met. No person under eighteen (18) years of age may occupy a Unit except as a guest of the Unit Owner for a period not to exceed three (3) weeks in any three (3) month period, with no such period to follow another by less than three (3) weeks. The Association's Board of Directors may grant written exceptions to the requirement of occupancy by a person fifty-five (55) years of age or older so long as at least eighty percent (80%) of the Units in the Condominiums are occupied in accordance with that limit.

B. To aid in enforcement of this restriction and to comply with federal law, each Unit occupant shall, upon request of the Association, provide reliable documentation of the age of all occupants of the Unit, such as a copy of a driver's license, birth certificate, passport, immigration card, military identification or other reliable government-issued identification acceptable to the Association. Such proof shall occur upon application to purchase or lease of a Unit.

11.10 Pets. Pets are not permitted on the Condominium Property or in the Units.

ARTICLE 12
MAINTENANCE, REPAIR, AND REPLACEMENT

12.1 **By the Association.** The Association shall maintain and operate the Condominiums and shall furnish for the benefit of the Units the following:

A. Maintenance, repair, and replacement of the Common Elements of the Condominiums including the pool, pool area, lawns, grounds, parking spaces, storage rooms, and Common Element balconies and walkways.

B. Maintenance and painting and caulking of the outside walls.

C. Maintenance, repair, and replacement, without limitation, of the following utility-related items:

1. Electrical wiring up to the circuit panel in each Unit.
2. Water pipes up to the individual Unit cutoff valve.
3. Common sewer lines up to the point where they join individual Unit sewer lines.
4. All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.

D. Maintenance, repair, and replacement of all roofs and exterior walls, with the exception of all glass or screened surfaces of windows, doors, porches, or balconies of the various Units. The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit.

E. Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board of Directors, may assume some of the maintenance responsibilities of the Unit Owners for portions of the Units or Limited Common Elements, provided the Board of Directors adopts a resolution setting forth the basis in which the Board of Directors has determined that the best interest of the Condominiums will be served by the Association assuming the maintenance rather than the Unit Owner. The resolution shall be included as part of the Association records and all expenses incurred by the Association in performing these assumed maintenance duties shall be a Common Expense. Any resolution adopted in accordance with this Article may be subsequently changed, modified, or rescinded by action of the Board of Directors.

F. **Association Material Alteration of the Common Elements.** The Board of Directors has the authority to make material alterations or substantial improvements to the Common Elements as long as the cost thereof does not exceed \$10,000.00 for any one project, and the aggregate of all such material alterations, additions or improvements to the Common Elements does not exceed \$25,000.00 in any one calendar year. Otherwise, there shall be no material alterations or substantial improvements to the Common Elements where the cost thereof exceeds the above financial limitations unless the prior approval of at least fifty-one percent (51%) of the Association's Voting Interests present, in person or by proxy, at a duly-noticed membership or special meeting is obtained. As an exception to the foregoing, the Board of Directors may install on the Condominium Property solar collectors, geo-thermal and other energy-efficient devices based on renewable resources for the benefit of the Unit Owners without any membership vote. The Board may also upgrade the materials and equipment used on the Condominium Property to take advantage of technological advances without any membership approval.

12.2 **By the Unit Owner.** Each Unit Owner shall maintain the Owner's Unit at all times in good condition. The Owner shall be responsible, at the Owner's sole expense, for the maintenance, repair, and replacement of the following, without limitation:

A. All glass, windows, screens and screen doors, hardware and locks, including without limitation sliding glass door assemblies and tracks. Upon written demand of the Association, the Unit Owner shall replace worn-out and/or deteriorated screens within thirty (30) days or the Association shall have the right, but not the obligation, to do so and invoice the Unit Owner the cost thereof. The Owner shall remit payment of the invoice within fifteen (15) days.

B. All doors, including but not limited to sliding glass doors, to the Unit.

C. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) serving only the Unit, including all wall switches or receptacles, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit.

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

E. Appliances, water heaters (including pans), smoke alarms, vent fans and ceiling fans. A Unit Owner is strongly encouraged to replace their Unit's tank-type hot water heater (including pan) if the hot water heater is over ten (10) years of age. An Owner shall be responsible and held strictly liable for any damages to the Common Elements and/or to other Unit(s) caused by a failure or leak of the Owner's hot water heater or pan if the hot water heater is older than ten (10) years of age.

F. All air conditioning and heating equipment, compressors, air handlers, Freon lines, condensate lines, thermostats, humidistats, ducts, and installations serving the Unit exclusively, no matter where located.

G. Carpeting and all other floor coverings.

H. Shower pans.

I. The main water shutoff valve to the Unit.

J. Other facilities or fixtures which are located or wholly contained within the Unit and serving only the Unit.

K. All interior partition walls (excluding load bearing portions thereof).

L. In order to maintain the uniformity and appearance of the buildings, the Board of Directors is authorized to adopt, amend, modify, repeal and enforce published architectural guidelines and standards governing the appearance of porches or balconies, or any other improvement to a Unit.

M. The Unit Owner is responsible for the costs of remediating sewage pipe blockages or back-ups if located in a portion of the sewage pipe that services only the Owner's Unit. If the blockage or back-up is located in a portion of a sewage pipe that serves more than one Unit or the Common Elements, the Association is responsible for paying for the costs of remediating the blockage or back-up. The Association's plumber's written determination of where the blockage or back-up is located shall be determinative and binding on all parties.

N. If a Unit will be unoccupied more than one (1) month, the Unit Owner must make arrangements to have the Unit inspected on a regular basis (not less than once per month) in order to detect and minimize potential damage to the Unit, Common Elements and adjacent Units. The inspection shall cover, at a minimum, that there is no insect infestation, water damage or excess humidity, that there is an operational air conditioner/humidistat, and to check for mold and mildew. If a Unit Owner fails or refuses to timely and properly inspect the unoccupied Unit, the Unit Owner shall be strictly liable for all damages to the Common Elements, other Units, and the Unit Owner's personal property that could have been prevented by a timely and proper inspection.

12.3 **Right of Access.** As more fully provided in Section 718.111(5), Florida Statutes, the Association, its agents, contractors and employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of the Common Elements, Limited Common Elements or any portion of the Unit for which the Association is responsible, or as necessary to prevent damage to the Common Elements, Limited Common Elements or to a Unit or Units. The Association shall have the right to access a Unit at any time in the event of an emergency that endangers or appears to endanger the safety of occupants or their property or to provide pest control services to the Unit, if applicable. In the case of any emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager or managing agent, shall have the right to enter such Unit for the purpose of remediating or abating the cause of said emergency, and such right of entry shall be immediate.

12.4 **Owner Alterations.** No Unit Owner shall make any alterations in the portions of the improvements of the Condominium Property which are to be maintained by the Association or remove any portion thereof, or do any work which would jeopardize the safety or soundness of the building containing the Unit or impair any easement, without the prior written consent of the Association's Board. All Condominium Units shall be and remain of like exterior design, color and appearance as other Condominium Units of the same class or type, unless the Owner obtain the prior written consent of the Association's Board.

ARTICLE 13 RENTING/LEASING

13.1 **Limitations.** In no event shall a Unit be leased or rented for a term for less than ninety (90) days, and in no event shall a Unit be leased or rented more than once during a year starting October 1 of any year through September 30 of the ensuing year. This prohibition against more than one leasing or rental may be waived, for a valid cause shown, by majority vote of the Board of Directors, results of said vote to be certified in writing and signed by the President and attested to by the Secretary. Only the entire Unit may be rented, and time sharing, assignments, and subleases are prohibited.

13.2 **Board Right of Approval.** No Unit shall be rented or leased without the Owner first obtaining the written approval of the Association's Board of Directors. In the event a lease, renewal or extension is not approved, the Unit shall not be so leased or occupied. The Board of Directors shall have the authority to promulgate or require the use of a uniform lease application, conduct background checks, and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board shall have the authority to approve all lease renewals or extensions. The Board's authority may be delegated to a committee or agent.

13.3 **Application Fee, Security Deposit and In-Person Interview.** The Association may charge an application fee in an amount not to exceed the maximum amount permitted by Florida law (currently \$100 per applicant, with a husband/wife and a parent/ dependent child considered one applicant). The amount of the application fee shall be established from time to time by duly-adopted Board resolution. The Association may also charge a security deposit to protect the Common Elements in an amount not to exceed one month's rent. The Association may require an in-person interview of all tenants and other occupants.

13.4 **Disapproval of Lease.** The Board of Directors may disapprove a tenant, and/or lease of a Unit for any reasonable, non-discriminatory reason.

13.5 **Tenant Conduct, Remedies.** If a tenant refuses or fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant.

The Unit Owner shall have the duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails or refuses to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as the irrevocable agent of the Unit Owner to undertake whatever action is necessary to abate tenants' noncompliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including reasonable attorney's fees, incurred in connection with such actions from the Unit Owner and the tenant.

13.6 Assignment of Rent. In order to ensure a timely and complete payment of all Assessments and other monetary obligations due to the Association, all Unit Owners leasing their Units irrevocably assign to the Association the right to collect rent payments from any tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Director's requests a Unit Owner to do so, the Unit Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing a Unit.

A. Application of Rents. All rents collected by the Association from a tenant or Owner from this assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to the fines, delinquent Assessment, and all other monetary obligations due to the Association until all funds owed the Association are paid in full. Any funds that may be collected by the Association in excess of a Unit Owner's obligation shall be remitted to the Unit Owner by the Association within a reasonable amount of time.

B. Association as Agent. Each Owner assigns to the Association the right to take legal action against any tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit Owner under applicable landlord/tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

ARTICLE 14 MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the sale, occupancy and transfer of a Unit by a Unit Owner shall be subject to the following provisions:

14.1 Ownership by Trust, Corporations, Partnerships, Limited Liability Companies or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company ("LLC"), or other entity which is not a natural person (if approved in the manner provided elsewhere herein). The intent of this Article is to allow flexibility in estate, financial, or tax planning. The approval of a partnership, trustee, or corporation, limited liability company ("LLC"), or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the Condominium Documents. No more than one such change will be approved in any 12-month period. Unit Owners of record as of the adoption of this Article shall be required to designate a "Primary Occupant" within 30 days of the effective date hereof, which is the date of recording in the Public Records of Sarasota County.

14.2 Types of Transfers.

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

B. **Gift.** If any Unit Owner shall acquire title by gift, the continuance of ownership of the Unit shall be subject to the approval of the Board of Directors. Notice must give at least 30 days prior to the intended closing or title transfer date. Approval to own or occupy may not be denied to any gift recipient who was the prior Owner's lawful spouse at the time of the gift, or was related by the gifting Owner by blood or adoption.

C. **Devise or Inheritance.** If any Unit Owner acquires title by devise or inheritance, the right to occupy or use the Unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the deceased Owner by blood or by adoption.

D. **Other Transfers.** If any Unit Owner shall acquire title by any manner not considered in the foregoing Articles, the continuance of ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing Article, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

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

14.3 Approval by Association.

A. Notice to Board of Directors and to Other Unit Owners.

1. **Sale.** A Unit Owner intending to make a bona fide sale of the Owner's Unit or any interest in it shall give to the Board of Directors and to any other Owner of such Unit written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the unredacted purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of the purchaser(s) and all proposed Unit occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; however, the Association shall not be obligated to purchase the Unit if the transfer of the Unit is denied for good cause as set forth below.

2. **Gift, Devise or Inheritance; Other Transfers.** A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of acquiring his or her title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

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

B. Conditions of Approval.

1. **Sale.** If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, including a personal interview if requested by the Board, the Board must either approve or disapprove the proposed transaction.

2. Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt of such notice and information the Board, including a personal interview if requested by the Board, must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit.

3. Approval of Occupant. If a Unit Owner or purchaser is a corporation, partnership, trust, limited liability company, some other entity, the approval of ownership by the corporation, partnership, trust, other entity shall be conditioned upon approval of a Primary Occupant.

14.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership of a Unit for reasons other than those provided in this Article, the matter shall be disposed of in the following manner:

A. Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association or another Unit Owner) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

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

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

B. Gifts, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within 30 days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

1. The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit, and a judgment or specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

2. The purchase price shall be paid in cash. The sale shall be closed within 30 days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of

approval as elsewhere provided, which shall be recorded in the public records of Sarasota County, Florida, at the expense of the Unit Owner.

C. **Disapproval for Good Cause.** The Board of Directors may disapprove a sale or transfer of ownership of a Unit, for the following reasons which shall constitute "good cause" for disapproval:

1. Any person seeking approval (which shall include all proposed occupants) that has been convicted of a felony involving physical violence, or convicted of a or felony of a sexual nature, murder, or who is registered on any sex-offender registry anywhere, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

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

ARTICLE 15 FINES

A fine is first levied by the Board of Directors at a duly noticed board meeting. The fine may not be imposed unless the Board, following the levying of the fine, first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the Unit Owner.

A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided above. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate. The fining procedure must otherwise conform to the Bylaws and Chapter 718, Florida Statutes. A fine may not become a lien against a Unit.

ARTICLE 16 AMENDMENT

These Declarations of Condominium may be amended in the following manner:

16.1 **Proposal.** An amendment to these Declarations may be proposed by the Board of Directors or by at least twenty-five percent (25%) of the Association's Voting Interests. Upon an amendment to these Declarations being proposed by said Board of Directors or Voting Interests, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt by the officer of the proposed Declaration amendment, and it shall be the duty of the Secretary to give to each Member written or printed notice of such meeting in the manner provided for in the Bylaws.

16.2 **Notice.** Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Declaration Article to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by ~~strike-~~

through. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike-through as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of Declaration. See Article ____ of the Declaration for present text."

16.3 **Adoption.** These Declarations may be amended at any time by an affirmative vote of a two-thirds (2/3rds) of the eligible Voting Interests, present in person or by proxy at a duly noticed membership meeting at which a quorum is obtained.

16.4 **Errors.** Non-material errors and omissions in a Declaration amendment or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

16.5 **Execution and Recording.** A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment of the Declaration, which certificate shall recite the Official Records Book and Page of the original recorded Declaration and shall be executed by the appropriate officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

16.6 **Effective Date.** An amendment when adopted shall become effective after being recorded with a Certificate of Amendment in the Sarasota County Public Records.

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

16.8 **Proviso.** No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment. Furthermore, notwithstanding anything contained in these Declarations or any of the Exhibits annexed hereto to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels shall first be obtained before any amendment to these Declarations are made which changes the Article concerning insurance, or in the Articles for reconstruction or repair after casualty, or changes the rights of institutional mortgagees as provided for in other Articles of this Declaration, or the Condominium terminated, which consent shall not be unreasonably withheld. No amendment shall affect the rights of the Developer relative to the Lease Agreement noted in Article 5 above.

ARTICLE 17 GENERAL PROVISIONS

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

17.2 **Disclaimer.** The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

17.3 **Waiver.** Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of any portion of the Condominium Property (by virtue of accepting such interest or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all claims, obligations, demands, damages, causes of action, liabilities losses and expenses, whether now known or hereafter known, foreseen or unforeseen, that purchaser has, or may have in the future, in law or in equity arising out of, relating to, or in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of mold and/or mildew or any chemical or toxin secreted therefrom.

17.4 **Remedies for Violations.** In the event of a violation or breach of any of the Condominium Documents, the Association and any Unit Owner shall have the right, but not the duty or obligation, to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The prevailing party in such an administrative proceeding, mediation, arbitration or lawsuit shall recover its reasonable pretrial, trial and appellate attorney's fees and costs from the losing party. Owners shall be jointly and severally liable for all costs, attorney's fees, fines and penalties arising from, as result of or in connection with violations committed by their co-Owners, tenants, family members, invitees, contractors, residents or other legal occupants of the Owner's Unit.

17.5 **Definitions.** The terms used in this Declaration, Articles of Incorporation and the Bylaws shall have the same meaning as set forth in Section 718.103, Florida Statutes, as it is subsequently amended from time to time and as set forth in Article 4 of this Declaration. If a term is not defined in the Condominium Act, herein or is deemed ambiguous by the Association's Board of Directors, the Board may define the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the Condominium, or refer to a common dictionary when defining a term. The Board's definition shall be binding on all parties unless wholly unreasonable and arbitrary.

17.6 **Construction.** This Declaration, the Articles of Incorporation, and Bylaws, shall be liberally construed to give effect to their purpose of creating a plan for a quality single family residential community. Article and section headings have been inserted for convenience only and shall not be considered in interpretation or construction of the document. This Declaration, the Articles of Incorporation, and Bylaws, shall be construed under the laws of the State of Florida, and shall not be construed more strongly against any party. Whenever the context of this Declaration, the Articles of Incorporation, or Bylaws require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

17.7 **Priority of Governing Documents.** The governing documents of the Association shall take priority in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

17.8 **Suspension of Use Rights.** In the event that a Member is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of the Member and such Member's occupant, licensee, tenant, guest or invitee to use the Common Elements, or any other Condominium Property. A suspension may not be levied until after providing fourteen (14) days written notice and an opportunity for a hearing to the Member and the violating party, as may be applicable.

17.9 **Suspension of Voting Rights.** In the event that a Member is delinquent for more than ninety (90) days in paying any monetary obligation of more than \$1,000.00 due to the Association, the Association may suspend,

until such monetary obligation is paid, the voting rights of the Member. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

17.10 **Attorney's Fees.** In any proceeding arising out of, connected to, or relating to an alleged failure or refusal of a Unit Owner, or the Owner's family member, tenant, guest, resident or invitee to comply with the requirements of the Condominium Act, or the Condominium Documents, the prevailing party shall be entitled to recover the costs and expenses of any enforcement efforts and reasonable attorney's fees incurred in bankruptcy, arbitration, mediation, trial and on all levels of appeal.

17.11 **Severability.** Each and every covenant contained in these Declarations of Condominium and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the covenant hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by laws.

17.12 **Termination.** The Condominium created hereby may be terminated in the manner provided by the Condominium Act.

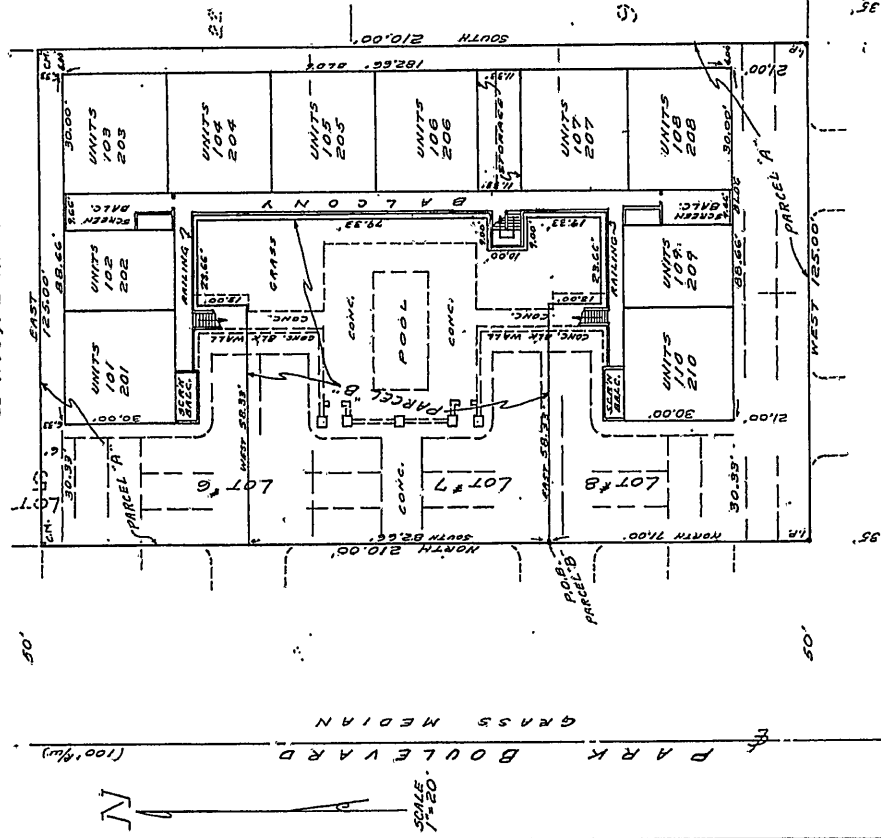
385170

The BRISTOL HOUSE

A CONDOMINIUM SECTION 'A'
SEC. 12 TWP. 39S RGE. 18E

CITY OF VENICE STATE OF FLORIDA
COUNTY OF SARASOTA

THE SOUTH 6 FEET OF LOT #5, ALL OF LOTS #6, 7, #8,
BLOCK 53, GULF VIEW SECTION OF VENICE AS RECORDED
IN PLAT BOOK 2, PAGE 77A, PUBLIC RECORDS OF SARASOTA
COUNTY, FLORIDA.



PARCEL "A"
CONTAINS ALL REAL PROPERTY INCLUDED IN THE CONDOMINIUM IN FEE SIMPLE. PARCELS 6, 7, and 8, Block 53, Gulf View Section of Venice as recorded in the following described parcel: From the corner of Venice County, and said 10.55 feet; thence North, 71.00 feet for a Point of Beginning; thence East, 58.33 feet; thence South, 13.00 feet; thence East, 23.66 feet; thence North, 19.33 feet; thence West, 2.00 feet; thence North, 10.00 feet; thence East, 9.00 feet; thence North, 79.33 feet; thence West, 23.66 feet; thence South, 13.00 feet; thence West, 58.33 feet; thence South, 62.66 feet to the Point of Beginning.

PARCEL "B"
PARCEL "B" IS NOT BEING SUBMITTED TO CONDOMINIUM OWNERSHIP OR INCLUDED IN CONDOMINIUM, BUT IS LEASED TO CONDOMINIUM FOR A TERM OF 99 YEARS.

A part of Lots 6, 7, and 8, Block 53, Gulf View Section of Venice as recorded in Plat Book 2, Page 77A, Public Records of Sarasota County, Florida, were partitioned as follows: Commence at the Southwest corner of said Lot #8; thence North 71.00 feet for a Point of Beginning; thence East, 58.33 feet; thence South, 13.00 feet; thence East, 23.66 feet; thence North, 19.33 feet; thence West, 2.00 feet; thence North, 10.00 feet; thence East, 9.00 feet; thence North, 79.33 feet; thence West, 23.66 feet; thence South, 13.00 feet; thence West, 58.33 feet; thence South, 62.66 feet to the Point of Beginning.

NOT:
All buildings and recreation facilities as shown are prepared, and upon completion of construction a certification shall be placed of record as to their location.

CERTIFICATE OF SURVEYOR

The undersigned being a licensed and registered surveyor of R.F. SUTTON & ASSOC., INC., does hereby certify that a survey was made of the lands at whom shown and further certifies that this plat is a correct representation of the improvements shown thereon, and that the same are in conformity with the provisions of the Statutes of the State of Florida, and the Public Records of Sarasota County, Florida, the identification locations, dimensions and sizes of the common elements and of each unit, contained therein.

RICHARD F. SUTTON

 RICHARD SUTTON'S RECORDS

Date of Survey 8/25/70

BARCELONA AVENUE (100' W)

PREPARED BY
 R.F. SUTTON & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

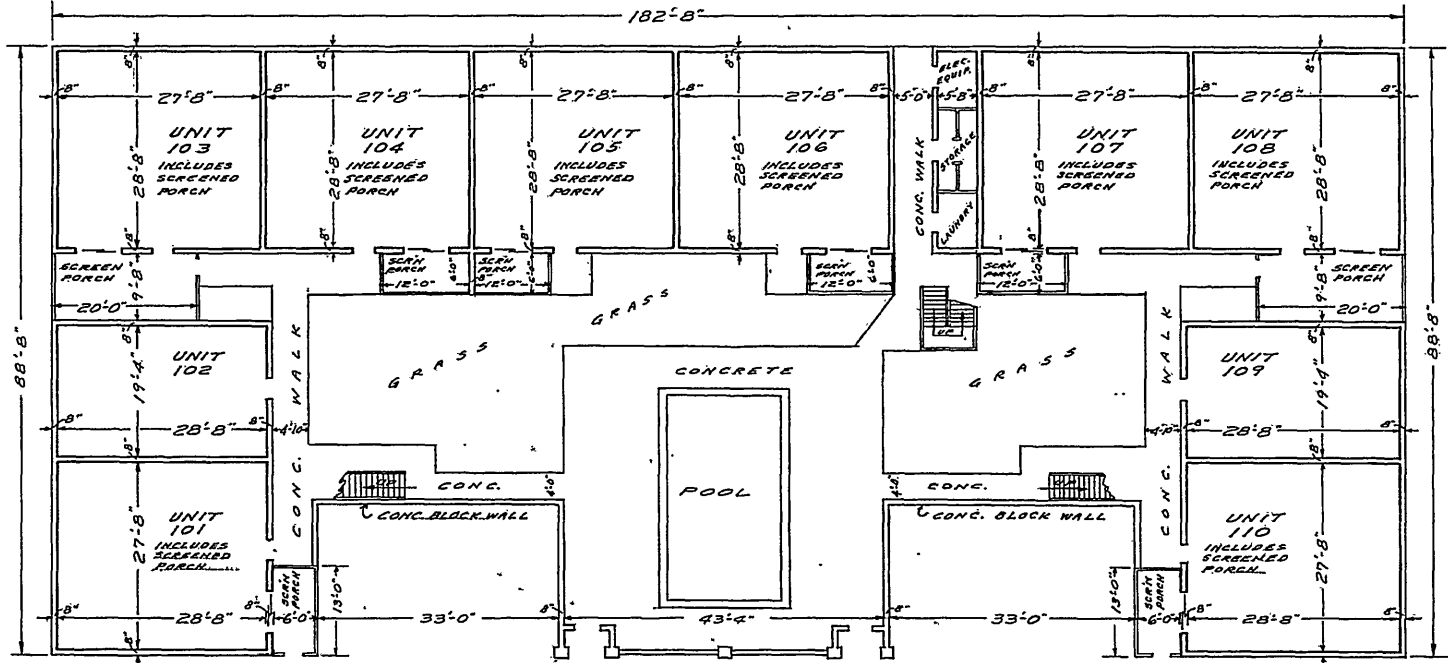
FILE NO. 4058

SHEET 1 OF 3 SHEETS

COMPOSITE EXHIBIT "A"

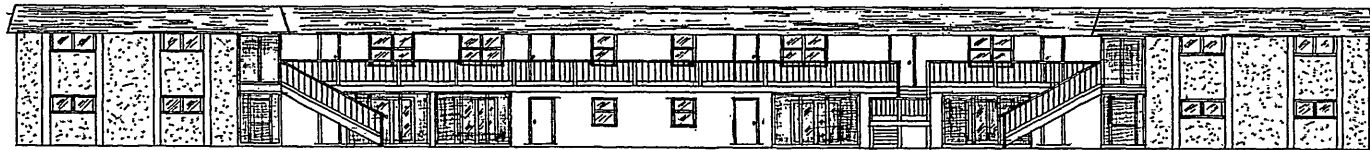
The PRISTOL HOUSE

A CONDOMINIUM SECTION A
 SEC. 12 TWP. 39S RGE. 18E.
 CITY OF VENICE
 COUNTY OF SARASOTA STATE OF FLORIDA



FIRST FLOOR PLAN
 SCALE 3/32" = 1'-0"

FIRST FLOOR UNITS
 FINISHED FLOOR ELEVATION = 13.58'
 UNFINISHED CEILING ELEVATION = 21.58'



WEST ELEVATION
 SCALE 3/32" = 1'-0"

NOTE:
 All elevations refer to Mean Sea Level U.S. Coast and Geodetic Survey datum as of this date.

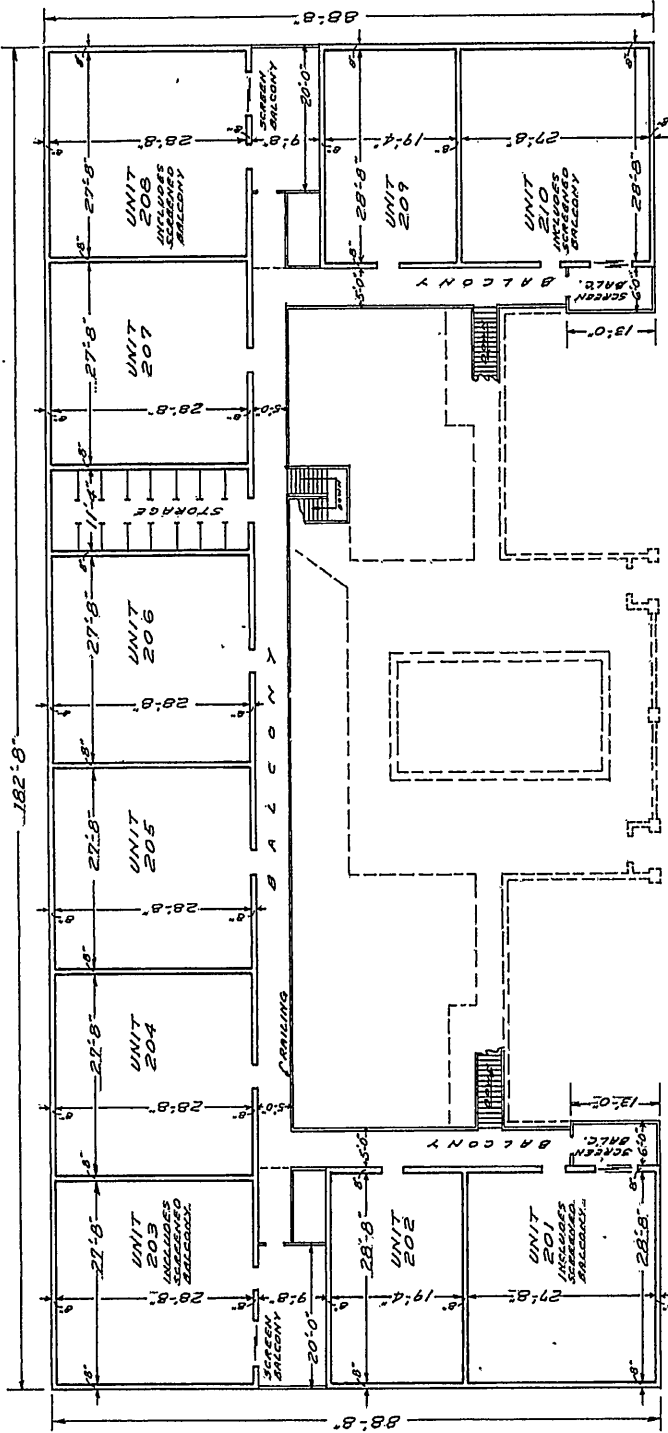
PREPARED BY:
 R.F. SUTTON & ASSOC., INC.,
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

The BRISTOL

A CONDOMINIUM SECTION 'A'
 SEC. 12 TWP. 39S. RGE. 18E.
 COUNTY OF SARASOTA CITY OF VENICE STATE OF FLORIDA

385170

RECORDED
 OCT 8 11 06 AM '70



SECOND FLOOR UNITS
 FINISHED FLOOR ELEVATION = 22.33'
 UNFINISHED CEILING ELEVATION = 30.33'

SECOND FLOOR PLAN
 SCALE 3/32" = 1'-0"

DEFINITION OF UNIT:
 A unit is composed of the dimensions as shown herein on sheets 2 and 3 which are average to finished walls and ceilings and to finished floors and thus, each unit consists of the space bounded by a vertical projection of the unit boundary lines as shown herein and the horizontal planes of the floor and ceiling elevations as shown. Notwithstanding the location of the walls, ceilings and floors as shown herein, the actual location of the walls, ceilings and floors as the same may change from time to time may exist, shall exist, or may be changed for any purpose for which the surface of finished partitions and screened balconies.

NOTE:
 All property subject to Utility Easements, as needed for construction and maintenance purposes.

EASEMENTS:
 The common elements of this Condominium to the extent of the walkways, driving and parking areas are hereby made subject to a non-exclusive easement hereby declared and dedicated for the benefit of the fee owner and for the benefit of the Units of any further or additional Section of THE BRISTOL HOUSE, a Condominium, hereafter created on lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 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PREPARED BY
 R. F. SUTTON & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

SHEET 3 OF 3 SHEETS

FILE NO. 4058

The BRISTOL HOUSE

CONDOMINIUM BOOK 4 PAGE 37

402614

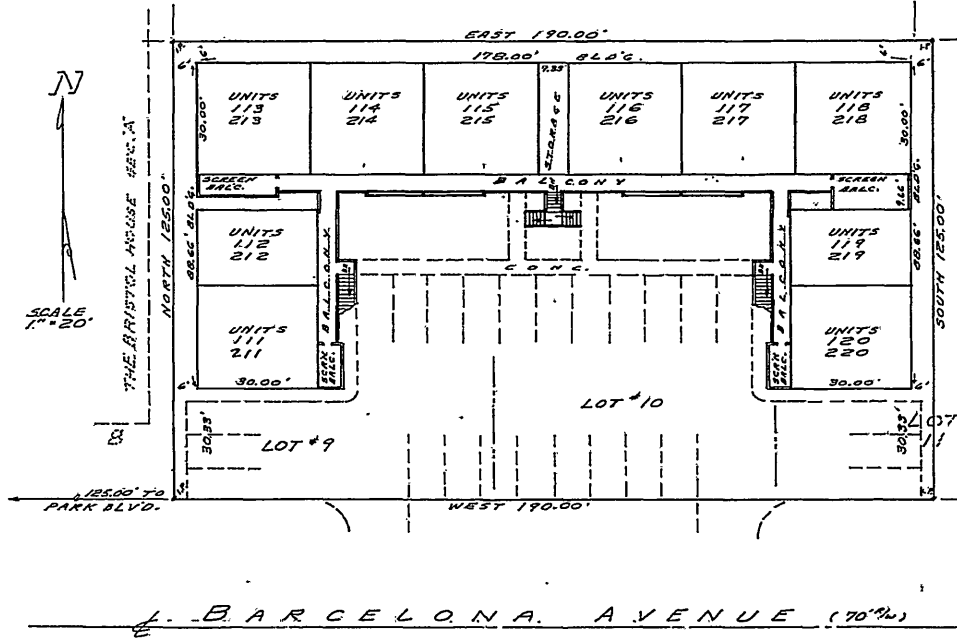
A CONDOMINIUM SECTION "B"

SEC., 12 TWP., 39S RGE., 18E

CITY OF VENICE

COUNTY OF SARASOTA STATE OF FLORIDA

ALL OF LOTS #9 & #10 AND THE WEST 40.00 FEET OF LOT #11, BLOCK 33 GULF VIEW SECTION OF VENICE AS RECORDED IN PLAT BOOK 2, PAGE 77A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.



CERTIFICATE OF SURVEYOR:

The undersigned being a licensed and registered surveyor of R.F. SUTTON & ASSOC., INC., does hereby certify that a survey was made of the lands as shown hereon, and further certifies that this plat plan is a correct representation of the improvements described and that it can be determined therefrom and from the wording of the Declaration of Condominium of THE BRISTOL HOUSE A CONDOMINIUM, SECTION "B" as recorded in the Public Records of Sarasota County, Florida, the identification, locations, dimensions and sizes of the common elements and of each unit contained therein.

RICHARD E. SUTTON

Richard E. Sutton
Florida Surveyors Registration No. 12625

DATE OF SURVEY 3/12/71
FILE NO. 4446

NOTE:
All buildings as shown are proposed and upon completion of construction a certification shall be placed of record as to their location.

NOTE:
All elevations refer to Mean Sea Level U.S. Coast & Geodetic Survey datum as of this date.

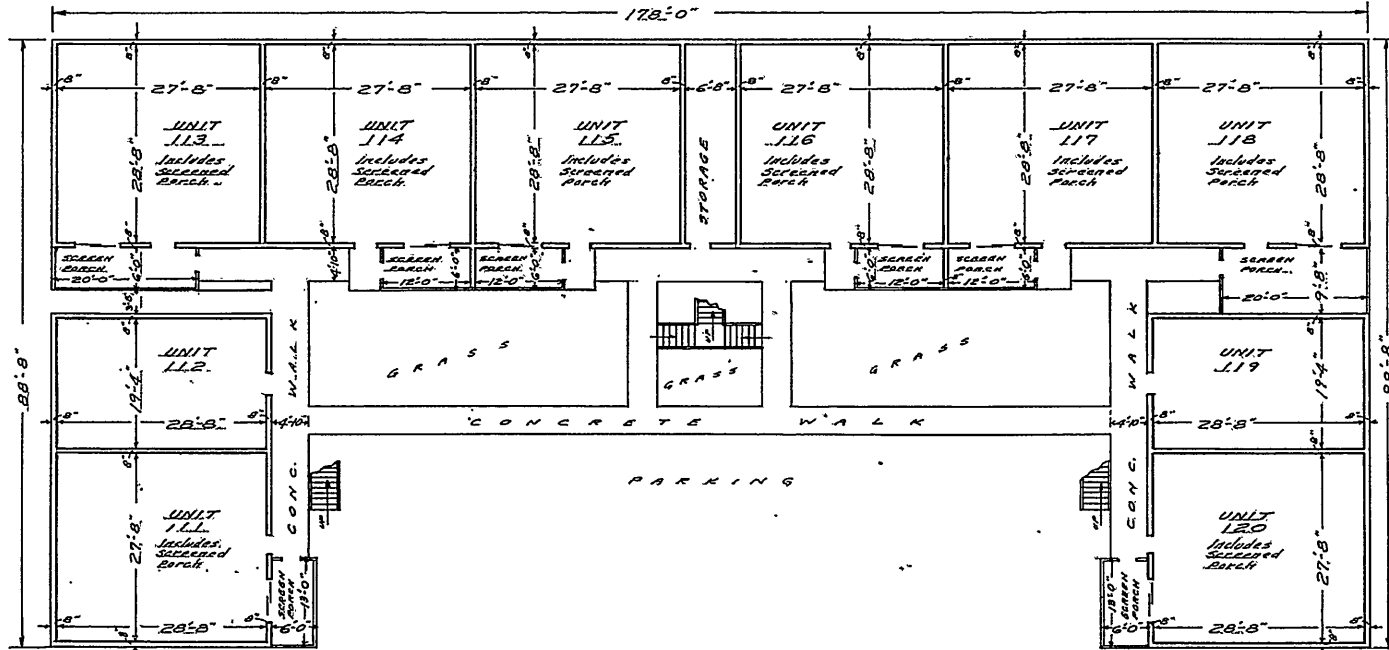
PREPARED BY
R.F. SUTTON & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

SHEET 1 OF 3 SHEETS

THE BRISTOL HOUSE

A CONDOMINIUM SECTION "B"

SEC., 12 TWP., 39 S., RGE., 18 E.
 CITY OF VENICE
 COUNTY OF SARASOTA STATE OF FLORIDA



FIRST FLOOR PLAN
 SCALE: 3/32" = 1'-0"

FIRST FLOOR UNITS
 FINISHED FLOOR ELEVATION *
 UNFINISHED CEILING ELEVATION *



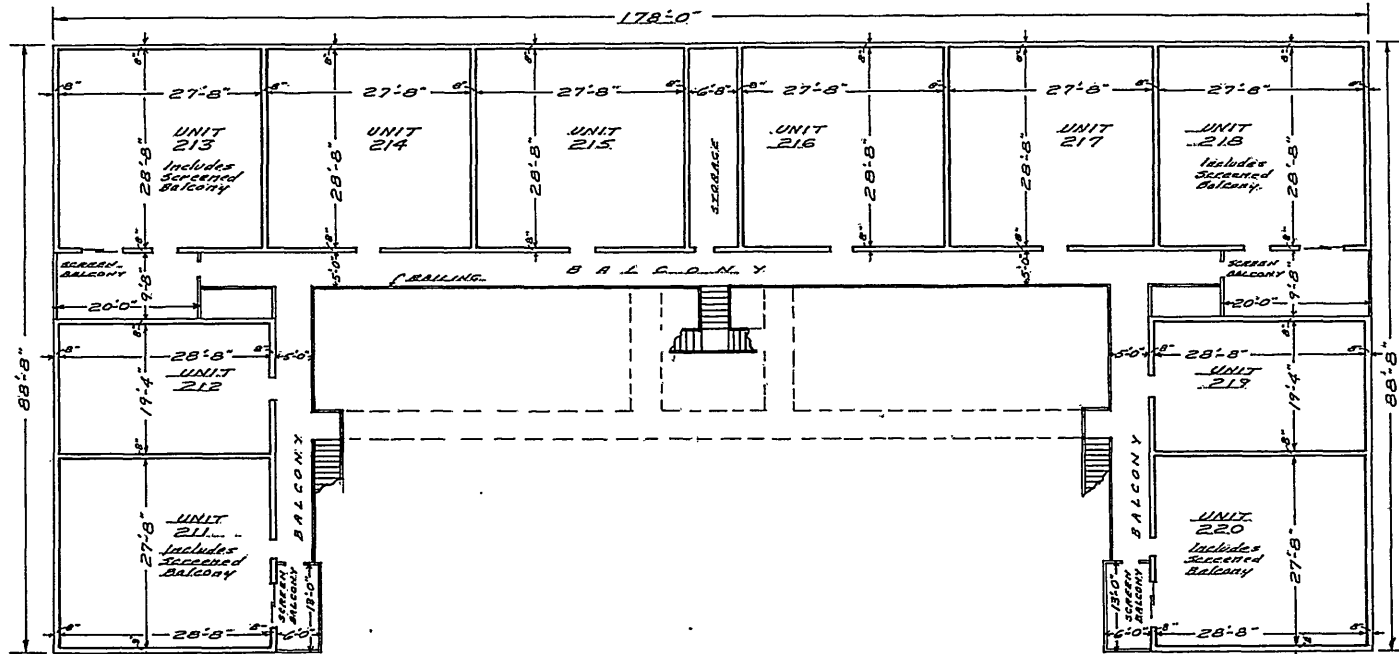
SOUTH ELEVATION
 SCALE: 3/32" = 1'-0"

THE BRISTOL HOUSE

CONDOMINIUM BOOK 4 PAGE 37B

A CONDOMINIUM SECTION "B"

SEC. 12 TWP. 39S, RGE. 18 E.
CITY OF VENICE
COUNTY OF SARASOTA STATE OF FLORIDA



SECOND FLOOR PLAN
SCALE: 3/32"=1'-0"

SECOND FLOOR UNITS
FINISHED FLOOR ELEVATION
UNFINISHED CEILING ELEVATION

DEFINITION OF UNIT:

A unit is composed of the dimensions as shown herein on sheets 2 and 3, which are average to unfinished walls and ceilings and to finished floors, and this each unit consists of the space bounded by a vertical projection of the unit boundary lines as shown herein and the horizontal planes at the floor and ceiling elevations as shown for the building and the respective floors contained therein. Notwithstanding the location of the walls, ceilings and floors as shown hereon, the actual location of the walls, ceilings and floors as the same from time to time may exist, shall govern. For purposes of the foregoing definition, a wall shall be taken to include the plane of the outside vertical surface of screened porches and screened balconies.

NOTE:

All property subject to utility easements, as needed for construction and maintenance purposes.

EASEMENTS:

The common elements of this Condominium to the extent of the walkways, driving and parking areas are hereby made subject to a non-exclusive easement, hereby specified and declared, for the benefit of the Units of Section "B" of THE BRISTOL HOUSE, A CONDOMINIUM, for mutual ingress and egress, both Pedestrian and Vehicular.

FILE #4446

SHEET 3 OF 3 SHEETS

PREPARED BY
R. F. SUTTON & ASSOC., INC.,
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

FILED AND RECORDED
ROBERT W. ZIMMER
SARASOTA, CO., FLA.
MAR 21 10 06 AM '71

42614

