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## **HUDSON HARBOUR CONDOMINIUM**

### **AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

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**PROPOSED  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
HUDSON HARBOUR, A CONDOMINIUM**

***SUBSTANTIAL RE-WRITING OF DECLARATION – PLEASE  
SEE ORIGINAL DECLARATION FOR CURRENT TEXT.***

The Declaration of Condominium of HUDSON HARBOUR, A CONDOMINIUM (hereinafter the "Condominium") was recorded in Official Records Book 1722, Page 0439 et seq., of the Public Records of Sarasota County, Florida. That Declaration of Condominium, as it previously has been amended, is hereby being further amended in part and restated in its entirety.

**ARTICLE 1 – SUBMISSION STATEMENT**

This Amended and Restated Declaration of Condominium is made by HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC. a Florida not-for-profit corporation. The lands subject to this Declaration as described below and the Improvements located thereon have already been submitted to the condominium form of ownership by the original Declaration. The covenants and restrictions contained in this Declaration shall run with the land, be binding on and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to any unit or any interest in the condominium property, or use of any portion of the condominium property constitutes an acceptance and ratification of all the provisions of this Amended and Restated Declaration of Condominium and the exhibits referenced herein, as they may be lawfully amended from time to time, and an agreement to be bound thereby. The property is more fully described as:

***BEGIN AT THE N.E. CORNER OF BLOCK "11", HUDSON BAYOU ADDITION, AS RECORDED IN PLAT BOOK "A", PAGE 56, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A P.O.B., SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH R/W OF U.S. HIGHWAY NO. 41 AND THE WEST R/W OF HUDSON AVENUE; THENCE S 00°14' 00" W, ALONG THE EAST LINE OF SAID BLOCK "11", ALSO BEING THE WEST R/W OF SAID HUDSON AVENUE, 150.42 FT., THENCE S 89° 59' 52" W 8.00 FT.; THENCE S 44° 59' 52" W, 151.99 FT.; THENCE S 89° 59' 52" W, 25.36 FT. TO THE INTERSECTION WITH THE WEST LINE OF SAID BLOCK "11", ALSO BEING THE EAST LINE OF BLOCK "H", ZAKRZEWSKI ADDITION, AS RECORDED IN PLAT BOOK "A", PAGE 33, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 00° 11' 37" W, ALONG SAID COMMON SUBDIVISION LINE, 11.85 FT. TO THE S.E. CORNER OF LOT 3, BLOCK "H" OF SAID ZAKRZEWSKI ADDITION; THENCE S 89° 54' 42" W, ALONG THE SOUTH LINE OF SAID LOT 3, 169.39 FT. TO THE SW CORNER THEREOF, SAID POINT ALSO BEING ON THE EAST R/W OF SAID ORANGE AVENUE, 270.00 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF SAID U.S. HIGHWAY NO. 41; THENCE N 89° 59' 52" E, ALONG SAID SOUTH R/W, 310.18 FT. TO THE P.O.B., BEING AND LYING IN SECTION 30, TWP. 36S., RANGE 18E, SARASOTA COUNTY, FLORIDA CONTAINING 1.73 ACRES.***

**ARTICLE 2 – DEFINITIONS**

**2.1** “**Act**” means the Condominium Act , (Chapter 718 of the Florida Statutes) as it now exists or as may be amended from time to time including the definitions therein contained.

**2.2** “**Articles**” means the Articles of Incorporation as attached hereto as Exhibit “B”.

**2.3** “**Assessment**” means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against the Unit.

**2.4** “**Association**” means HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium.

**2.5** “**Association Property**” means that property (real or personal) which is owned or leased by, or is dedicated by a recorded plat to, the association for the use and benefits of its members.

**2.6** “**Bylaws**” mean the Bylaws of the Association as attached hereto as Exhibit “C”.

**2.7** “**Common Elements**” mean and include:

**2.7.1** The portions of the condominium property not included within the Units.

**2.7.2** Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the common elements.

**2.7.3** An easement of support in every portion of a Unit that contributes to the support of the building, including but not limited to all load bearing interior walls within the units.

**2.7.4** The property and installations required for the furnishing of utilities and other services to more than one Unit or to the common elements.

**2.7.5** All outside surfaces of walls except for glass or screened surfaces of windows, doors or porches of the various Units which said glass and screened surfaces are a part of each such Unit and are not common elements.

**2.7.6** Any other parts of the condominium property designated as common elements in this Declaration.

**2.8** “**Common Expenses**” means those expenses for which unit owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation of the condominium association, repair and replacement of common elements and association property and such other expenses as may be declared common expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses include, but are not limited to, such items as the cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of the common elements, lawn service, utility bills (if not metered separately to units), pool service, all real property taxes and special assessments and any use or other taxes imposed upon rentals by governmental authorities (if such taxes and

special assessments are not charged directly to the Owners of Condominium Parcels), janitor service, accounting and legal fees, wages and fees for managerial and other services, and a reasonable and adequate reserve fund to provide for contingencies, all as may be required in the maintenance and management of this Condominium. The expenses of basic bulk cable and/or satellite service and exterior pest control are specifically considered a common expense. Common expenses also include reasonable insurance for directors and officers, road maintenance and operation expenses, master antenna television, and security services, which are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or property of the condominium.

**2.9 “Common Surplus”** means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, above the amount of the common expenses.

**2.10 “Condominium Documents”** mean this Amended and Restated Declaration, the Surveyor’s Plat attached to the original Declaration; Articles of Incorporation of Hudson Harbour Condominium Association, Inc., Bylaws and Rules and Regulations as they may be adopted, promulgated, amended or repealed from time to time.

**2.11 “Condominium Parcel”** means a Unit together with the undivided share in the common elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

**2.12 “Condominium Property”**: means the land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**2.13 “County”** means the County of Sarasota, State of Florida.

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

**2.15 “ Limited Common Elements”** shall include property reserved for the use of a certain unit to the exclusion of other units as reflected on the condominium plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular unit and where the area in question lies outside of the boundaries of the unit, the delegation of maintenance responsibility for the area (e.g. air conditioning compressors) shall serve to define the area as a limited common element.

**2.16 “Unit”** means a part of the condominium property subject to exclusive ownership.

**2.17 “Unit Owner” or “Owner of a Unit”** means the Owner of a condominium parcel.

### ARTICLE 3 – UNIT IDENTIFICATION

The property includes 18 units created as a condominium development as shown on the plat recorded in O.R.B. 1975, Page 1254, et. seq., of the Public records of Sarasota County, Florida.

#### ARTICLE 4 – SURVEY AND PLOT PLAN

A survey of HUDSON HARBOUR, a 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 HUDSON HARBOUR, A CONDOMINIUM, appear on the plat recorded in O.R.B. 1975, Page 1254, et. seq., of the Public records of Sarasota County, Florida. A copy of this exhibit is attached to this Amended and Restated Declaration as Exhibit "4"

#### ARTICLE 5 – COMMON EXPENSES

The common expenses of the Condominium and common surplus of the Condominium shall be apportioned as depicted on amended Exhibit "D" to the original Declaration, said Exhibit recorded in O.R.B. 1975, Page 1262 of the Public records of Sarasota County, Florida. A copy of this exhibit is attached to this Amended and Restated Declaration as Exhibit "1". Assessments against owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows:

**5.1 Liability for Assessments.** A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he/she is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his/her share of the common expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the Unit for which the assessments are made.

**5.2 Default in Payment of Assessments for Common Expenses.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors up to the maximum allowed by law. The Association has a lien on each condominium parcel for any unpaid assessments on such parcel, with interest, late charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment the condominium parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

**5.3 Notice of Intention to Foreclose Lien.** No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may

proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

**5.4 First Mortgagee.** The priority of the Association's lien and the obligation for payment of past due assessments in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2001), as amended from time to time.

**5.5 Possession of Unit.** Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the common elements until such time as all unpaid assessments and gather charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

**5.6 Certificate of Unpaid Assessments.** Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him/her with respect to his/her Unit.

**5.7 Lien For Charges.** There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for common expenses created herein. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or reinstall unit owner alterations or items of unit owner maintenance responsibility in connection with the Association's discharge of its common element maintenance responsibilities. The lien for charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

## ARTICLE 6 – ASSOCIATION

The administration and management of the condominium shall be by the Condominium Association, which shall have by and through its officers and directors, such powers, authority and responsibilities as are vested in the officers and directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth elsewhere in the Condominium Documents. Each of the Units shall be entitled to one (1) vote at meetings of the Association which shall be cast in the manner set forth in the Bylaws attached to this Amended and Restated Declaration as Exhibit "2". The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its officers. The management of the Association and election of the members to the Board of Directors shall be as set forth in the Bylaws without limiting the foregoing, the Association shall have the following powers and duties:

**6.1. Access.** The irrevocable right of access to each Unit 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, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a key be posted for each unit as well as the unit's alarm code, if applicable.

**6.2 Assessments.** The power to make and collect regular and special assessments and other charges against Unit Owners and to lease, maintain, repair and replace the common elements.

**6.3 Approval.** The power to approve or deny applications for the sale, lease or transfer of a unit.

**6.4 Record Keeping.** The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

**6.5 Delegation.** The power to enter into contracts with others, for valuable consideration, for maintenance and management of the condominium property and in connection therewith to delegate the powers and rights herein contained, including, without limitation, the making and collecting of assessments and other charges against Unit Owners, and perfecting liens for non-payment thereof.

**6.6 Regulations.** The power to adopt and amend Rules and Regulations covering the details of the operation and use of the condominium property.

**6.7 Acquisition of Real Property.** The power to acquire real property or otherwise hold, convey, lease and mortgage real property for the use and benefit of its members with the approval of a majority of the entire membership of the Association, which approval may be evidenced in writing or by vote cast at a meeting or as may otherwise be permitted by law.

**6.8 Limitation upon Liability of Association.** Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless if whether or not same shall have been approved by the Association pursuant to the provisions hereof.

## ARTICLE 7 – AMENDMENT OF DECLARATION

This Declaration of Condominium may be amended in the following manner:

**7.1. Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

**7.2. Vote Required.** A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by twenty-five percent (25%) of the voting interests. Except as elsewhere provided, amendments to this Declaration of Condominium shall be adopted with the approval of not less than a majority of the entire membership, evidenced either by vote at any annual or special meeting where a quorum has been obtained, or in writing, in lieu of a meeting. Amendments correcting errors or omissions may be adopted by the Board.



**7.3. Proviso.** Provided, however, that no amendment shall unlawfully discriminate against any unit owner; and no amendment shall change the size of any unit or the unit owner's share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless all record owners of the units and all first mortgage holders on any of the units join in the execution of the amendment.

**7.4. Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

## ARTICLE 8 – MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

**8.1. Association Maintenance.** The maintenance, repair and replacement of all common elements, Association property, and exterior building maintenance shall be performed by the Association, and the cost is a common expense. The unit owners in this condominium will be assessed a proportionate share of the expenses associated with maintaining, repairing, improving and replacing the condominium property as a whole. Exterior building maintenance shall include, but not be limited to: painting, roofing, and maintaining portions of the condominium property exposed to the elements, exterior door maintenance (i.e. painting, cleaning and repair), exterior windows and screens attached to the exterior windows, but shall not include maintenance of screen frames or screening, lanai or patio enclosures, or other improvements, alterations or additions made by the unit owner to the interior or exterior of the unit or other portions of the condominium property which exclusively service or benefit a particular unit unless otherwise provided in this section. The Association's maintenance responsibility also includes, without limitation; all electrical conduits; plumbing fixtures and installations located outside the unit, other installations located within a unit but serving another unit, or located outside the unit for the furnishing of utilities to more than one unit or the common elements, landscaping to the common areas and maintenance of the irrigation system. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit or any such fixtures or installations located outside of the unit and serving only one unit. 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 adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community 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 paragraph may be subsequently changed, rescinded or modified by action of the Board of Directors.

**8.2. Unit Owner Maintenance.** Each unit owner is responsible, at his own cost and expense, for all maintenance, repairs, and replacements of (excepting exterior building maintenance) his own unit and limited common elements serving only his unit, except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation: maintenance, repair and replacement of sliding glass doors (including hardware and framing) and other glass

partitions and the structural components thereof; all doors to units (except the exterior of the front entry door) and the structural components thereof (including locks and hardware) within or servicing the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a unit or serving only that unit; appliances; all portions of the heating and air conditioning equipment and utility installations in connection therewith serving an individual unit (no matter where located); carpeting and other floor covering, door and window hardware and locks; all other facilities or fixtures located or contained entirely within a unit or limited common element area such as lanais, terraces and balconies which serve only one unit; all interior walls with ceilings, including interior walls which form a part of the outer side of the building including drywall and framing, and including walls and ceilings within balcony areas. All said areas, if located outside of the boundaries of the unit, are declared limited common elements. Parking facilities shall be maintained by the Association. Any insurance proceeds paid to the Association with respect to any loss or damage within the unit or limited common elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been submitted verifying the costs of repair. In connection with his maintenance, repair and replacement obligations, the unit owner shall also have the following responsibilities:

**8.2.1** Unit owners must obtain the prior written approval of the Association through the Board of Directors before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the condominium property; excavation; access to building roofs; removal or modification of any interior partitions; relocation of plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the condominium property. Any and all requests for electrical, mechanical and structural additions, alterations and improvements must be submitted with plans prepared and sealed by the appropriate professional (*i.e.*, architect, engineer, etc.) The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request and all sealed plans and additional information requested are received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Association, through action of the President or Manager, may extend the thirty (30) day review period to meet unforeseen or emergency circumstances. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. Owners are required to ensure that no waste or damage to the condominium property occurs. All construction and other debris must be removed from the condominium property daily and shall not be placed in the Association's garbage receptacles, unless otherwise permitted (in advance) by the Board of Directors or the Association's Manager. The Board may require the Owner to submit a reasonable deposit (not to exceed \$250.00) to the Association that may be used for clean up or other expenses associated with the work. All monies remaining from the deposit shall be promptly returned to the Owners. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board and to make recommendations to the Board. Other than as to bathrooms and kitchens, hard and/or heavy surface floor coverings, such as tile, wood, marble, stone, and the like, will not be permitted in the Unit or Limited Common Elements without prior written approval from the Board of Directors of the Association. A request for use of a hard and/or heavy surface floor covering in any location in the Unit, other than bathrooms, must be submitted to and approved by the Board of Directors of the Association and also meet applicable structural and sound abatement

requirements as may be established by the Board from time to time. Prior to the installation of such hard surface flooring, the Unit Owner must provide the Association with technical data for the complying weight and thickness of the sound control underlayment product that meets or exceeds the Association's standards and minimum requirement for sound control underlayment as adopted by the Board of Directors of the Association, from time to time. The Board reserves the right to revise or modify the standards and minimum requirements for sound control underlayment from time to time. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on balconies and terraces. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

**8.2.1.1** Oversight by the Association or its agent;

**8.2.1.2** Restrictions as to hours of work;

**8.2.1.3** Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.

**8.2.1.4** Restrictions regarding equipment that may be parked or stored on or near the condominium property during construction.

**8.2.1.5** Restrictions regarding storage of materials and supplies necessary for the construction to be performed.

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of Contractors to perform unit owner maintenance responsibilities, provided that the Association and the owner so agree in the event of an emergency, and provided that the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting common expenses under these condominium documents.

**8.2.2** With regard to lanais or balconies, the unit owner who has the right to the exclusive use of said lanai or balcony and shall be responsible for the maintenance, care and preservation of the floor coverings, the screens and frames, storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) thereon, if any; and the replacement of light bulbs. No unit owner shall place, affix or install any improvements, modifications, fixtures, floor coverings (including ceiling fans, carpet or rugs), without the advance written approval of the Board of Directors, which approval shall conform to the existing written standards. Provided approval is granted, the unit owner shall be responsible to maintain, repair and replace any such improvement, modification, fixture, floor covering, ceiling fan, carpet or rug. In addition to all other remedies provided herein, violations of this provision may result in an assessment against the unit for the costs associated with the repair or restoration made necessary as a result of the violation. Notwithstanding the foregoing, one (1) small outdoor rug, no larger than 24 inches by 36 inches, may be placed in front of each door leading to the lanai. The Association shall be responsible for structural maintenance, repair and replacement of the unfinished concrete lanai floors and unfinished ceilings.

**8.2.3** Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, ceiling fans, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

**8.2.4** If a unit owner makes any modifications, installations, or additions to the interior or exterior of the unit, common elements, or limited common elements, the unit owner shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the condominium property made by a unit owner, and duly approved by the Board of Directors, may be required to be removed in connection with the Association's maintenance of the common elements. In such cases, the unit owner who installs the alteration, addition, or improvement (and their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien of equal dignity to the common expense lien created by this Declaration. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

**8.3. Alterations by Association.** The Board shall have the authority to make and authorize material alterations, improvements or substantial additions to the common elements or association property. Provided, however, that if any such alteration, improvement or addition requires the expenditure of more than \$10,000.00 the Board must obtain the approval of at least a majority of the members of the entire Association, in writing or at a meeting, before authorizing or proceeding with the work. Necessary maintenance of the common elements, or association property regardless of the level of expenditure, is the sole responsibility of the Board of Directors.

**8.4. Enforcement of Maintenance.** If, after reasonable notice, the owner of a unit fails to maintain the unit or other portions of the condominium property as required above or makes any unauthorized modifications, improvements or alterations, the Association shall have the right to enter the owner's unit to perform the maintenance functions, and/or to remove any unauthorized modifications, improvements or alterations and restore the unit to a condition in compliance with this Declaration, in which event the unit owner shall be charged for the costs of such activities by the Association which shall be a charge against the unit as in the case of any other assessment.

**8.5. Negligence. Damage Caused by Condition of Unit.** Each unit owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, Association property, or maintenance of portions of the unit as are the responsibility of the Association, made necessary by his act or negligence, or by that of any member of his family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a unit, if caused by the owner's negligence, shall cause damage to the common elements or to other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible). If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread at the unit owner's expense. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

## **ARTICLE 9 – INSURANCE, RECONSTRUCTION AND REPAIR AFTER CASUALTY**

**9. Insurance.** The insurance that shall be carried upon the Condominium Property, including the Units, Common Elements and Association Property shall be as follows:

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

**9.2 Coverage.**

**9.2.1 Casualty.** Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon the insurable improvements of the Condominium, including Association Property, the Common Elements, the portions of the Units contributing to the structure of the condominium building, and the personal property of the Association, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2001). The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (2001). Notwithstanding the foregoing, any insurance otherwise required to be maintained by the Unit Owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the Common Expenses, if so authorized by the Association Board of Directors, unless prohibited by law.

**9.2.2 Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses that may occur in and about the owner's Unit, as the Owner may deem appropriate.

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

**9.2.4 Other Insurance.** Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Officers and Directors Liability insurance coverage, flood insurance, windstorm and insurance for the benefit of its employees.

**9.2.5 Deductible and Other Insurance Features.** The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

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

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

**9.4.1 Common Elements.** Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

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

(i) When the Condominium Building is to be restored - for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(ii) When the Condominium Building is not to be restored - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

**9.4.3 Mortgages.** In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear.

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

**9.5.1 Reconstruction or repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their

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

**9.5.2 Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

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

**9.7 Repair and Reconstruction after Casualty.**

**9.7.1 Determination to Reconstruct or Repair.** If any part of the Condominium Property or any property in which the Association owns an interest shall suffer loss or damage by casualty, the improvements shall be restored unless eighty (80%) percent of the voting interests vote to terminate this condominium. Except for the consent of Institutional Lenders as may be provided herein, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all Owners of Units shall immediately convey all their right, title, and interest to their respective Units to the Association. The recording of each such conveyance in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the funds to be subsequently distributed by the Association as provided herein.

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

Any distribution, whether partial or final, of a Unit's share of the funds held by the Association shall be made jointly to the Owner of the Unit and the record Owners of any mortgages or other liens encumbering the Unit at the time of the recording of the conveyance to the Association by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as provided herein even though the share of a particular Unit in the funds distributed by the Association is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of such funds. Nothing herein provided shall in any way relieve the Unit Owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Unit at the time of his conveyance to the Association.

#### **9.7.2 Method.**

**(i) Plans and Specifications.** Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board of Directors of the Association, provided that if the damaged property is a Building containing Units, approval must also be obtained from the Owners of all Units and mortgagees of record in the damaged Building, which approval shall not be unreasonably withheld.

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

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

**(iv) Assessments.** If the insurance proceeds are insufficient to defray the estimated cost of repair of the Common Elements or any property in which the Association owns an interest, or if at any time during repair or reconstruction the insurance proceeds are insufficient, Assessments shall be made against all Unit Owners who own the damaged Units in the proportion that the damage to their Unit bears to the whole, and against all Unit Owners in the case of damage to Common Elements or Association Property, in sufficient amounts to provide the necessary funds for the payment of such costs. Such Assessments on account of damages to Common Elements or Association Property, shall be in proportion to the Unit Owner's share of the Common Expense.

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

**(i) Association - Insurance.** The proceeds of insurance collected on account of casualty and the sums from collections of Assessments against Unit Owners on



account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

**(ii) Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

**(iii) Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$100,000.00 then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in Florida and engaged by the Association to supervise the work.

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

**(v) Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated.

## ARTICLE 10 – USE RESTRICTIONS

The following restrictions shall apply to and bind the Condominium, Condominium property, Unit, Units and Unit parcels, to-wit:

**10.1 Uniformity of Appearance.** All Condominium Units shall be and remain of like exterior design, shape, color and appearance as other Condominium Units of the same class or type provided, however, that alterations may be made after prior written approval by the Board of Directors, consistent with specifications approved by the Board from time to time as provided in Article 9.7.2 of this Declaration.

**10.2 Nuisances.** Occupants of Condominium Units shall not permit, suffer or maintain in their premises loud noises, obnoxious odors, offensive household pets, or any activity that creates a health, safety or fire hazard. The condominium units shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the condominium property, nor which becomes a source of annoyance to the condominium residents. All property shall be kept in a neat and orderly manner.

**10.3 Single Family Residential Use.** That no business, commercial use or trade shall be permitted to be conducted in any Unit, and that each unit shall be used only as a single family residential dwelling. As used in the Condominium Documents, "single family" means one natural person, or a group of two or more natural persons living together, each of whom is related

to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No unit may be divided or subdivided into a smaller unit nor shall any portion of a unit be sold or otherwise transferred.

**10.4 Compliance with Laws.** 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.

**10.5 No Subdividing.** No Condominium parcel or Unit shall be divided or severed from the realty.

**10.6 Antenna Restrictions.** No television, radio, satellite, or other antenna or satellite system intended to service a single unit may be installed on the Common Elements by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems intended to service a single unit may be erected or installed on condominium property subject to compliance with the following requirements:

Permitted antennas include antennas intended to service a particular unit (collectively hereinafter referred to as "antennas"):

Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

Individual antennas are only permitted to be located on exclusive use areas, such as limited common element balconies so long as the installation does not penetrate the waterproofing membrane or otherwise jeopardize the Association's warranty. To the extent feasible, all individual antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

All individual antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. All individual antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas.

To safeguard the safety of the unit owners, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

As an alternative to individual antennas, the Board of Directors may install a "building antenna", which shall be capable of providing video programming to all units in the condominium building.

**10.7 Exterior Appearance.** 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. Nothing is allowed or permitted to be stored, placed or maintained on the common elements in the absence of advance written permission from the Board of Directors. Notwithstanding same, each unit may have one (1) outdoor mat placed in front of the front-door to the unit.

**10.8 No Partition.** No Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit waive any right to maintain or bring such action.

**10.9 No Interference.** No electric machine or apparatus of any sort shall be used or maintained in any Unit that causes interference with the Television reception in other Units.

**10.10 Compliance with Rules.** All occupants of the Units must abide by Chapter 718, Florida Statutes, this Declaration, the Articles of Incorporation, Bylaws and all Rules and Regulations promulgated by the Association concerning occupancy and use of the Condominium Units and common elements/areas, as the same now exist or may be amended from time to time.

**10.11 Overnight Guests in the Absence of the Unit Owner or Tenant.** (i) Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenant(s). For the purpose of this Amended and Restated Declaration, the term "tenant" shall mean and refer to any person, other than the unit owner or his/her spouse, that occupies a unit in the absence of the unit owner for 30 days or more in any calendar year. The foregoing definition shall apply regardless of whether there is a written lease agreement or monetary consideration exchanged. (ii) Unit Owners are permitted to have overnight guests in the absence of the Unit Owner subject to any and all rules and regulations promulgated by the Board of Directors to effectuate the residential, non-transient nature of this Condominium. The Unit Owner must provide the Association with prior notice of any intended occupancy in his/her absence, along with such other information that the Board may reasonably require such as, and without limitation, the names and address of the guests, the relationship (familial or otherwise) to the owner(s), the duration of the stay, the type of vehicle, etc. Guests are not permitted to bring or maintain pets or any animals on the condominium property. Guests are required to notify the Board upon their arrival.

**10.12 Parking Spaces.** (i) There shall be designated one (1) parking space for each condominium unit as depicted on the Parking Space Survey attached to this Amended and Restated Declaration as Exhibit "3". All parking spaces are an appurtenance to the unit so assigned and may not be separately conveyed apart from said unit. Parking of automobiles is permitted only in paved areas specifically designated and marked for parking and parking in any other area is prohibited, except as may otherwise be provided in the Rules and Regulations as adopted from time to time by the Board of Directors. (ii) Automobile parking spaces shall be used solely and exclusively for that purpose. No trucks, open-bed vehicles, commercial vehicles, buses, campers, mobile homes, motor homes, motorcycles, motor scooters, mopeds, golf carts, off road vehicles, inoperable vehicles, unregistered vehicles, vehicles with expired tags or no tags, vehicles not owned by or registered to a Unit Owner or properly approved tenant, boats, or trailers of any kind shall be permitted to be parked or stored at any time upon any part of the condominium property. This provision applies to all owners, tenants and guests and other invitees

of owners or tenants. This provision shall not apply to the temporary (less than 12 hours) commercial vehicles used by outside vendors to furnish commercial services to the condominium property (the units or common elements) or to the temporary parking (less than 12 hours) of non-commercial, passenger pick-up trucks owned or operated by guests of Unit Owners. The temporary parking of a guest's non-commercial, passenger pick-up truck shall be permitted only in a designated guest parking space. Unit Owners must park their vehicles only in their assigned parking space. Guests must park their vehicles only in the areas specifically designated for that purpose.

**10.13 Pets.** Each Unit Owner (regardless of the number of Owners), may maintain up to a maximum of one (1) domestic dog weighing 20 pounds or less at maturity, provided the dog is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. In addition, unit owners may maintain domestic cats, birds, fish and other "indoor" animals in their unit. Unit Owners must pick up all solid wastes of their pets and dispose of such waste immediately. All pets, including cats, must be leashed or held at all times when outside the Unit. Pets shall not be walked anywhere other than in areas designated by the Association. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). No one other than a Unit Owner is permitted to keep, bring, maintain or house any pet on the condominium property. This provision shall not be construed as to prohibit service animals under the appropriate circumstances.

#### **ARTICLE 11 - TRANSFERS SUBJECT TO APPROVAL SALES, LEASES AND OTHER TRANSFERS**

In order to maintain a community of congenial residents and thus protect the value of the condominium Units, the sale and leasing of a Unit by an Owner shall be subject to the following provisions:

**11.1. Transfers Subject to Approval:** No Unit Owner may lease, or dispose of a Unit or any interest therein by sale, gift or otherwise without prior approval of the Association. The Association may delegate its authority to a director, a committee, or a managing agent.

**11.2. Approval of Leasing.** All leases shall be subject to prior written approval of the Association. Except for the spouse of an Owner/lessee, parents, grandparents or children of either the Owner/lessee or his or her spouse, any period of occupancy of a Unit by a person or persons in the absence of the Owner/lessee, or any period of occupancy of a Unit by persons accompanied by the Unit Owner/lessee in excess of thirty (30) days in the aggregate in any calendar year, shall be treated as a lease regardless of whether there is a written lease agreement or monetary consideration. All leases must be approved by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a Unit Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Board of Directors may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the

Condominium Documents; shall provide or be deemed to provide that any violations of the Condominium documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The unit owners shall have a 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, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the unit owner which shall be secured by assessment and lien in the same manner as common expense charges. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within 30 days shall be deemed to constitute approval.

### **11.3. General Provisions Regarding Leasing.**

11.3.1. A unit owner shall not lease the unit more than once in any twelve (12) month period, except in cases of hardship as determined solely by the Board of Directors. All approved leases shall be a minimum of three (3) months in duration.

11.3.2. Only entire units may be rented. Rent-sharing, the rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units. Units may only be occupied by tenants as a single-family residence. Guests of tenants must be registered with the Association. Guests of tenants may not use the unit except when the tenant is also in residence.

11.3.3. The Board of Directors may relax the leasing approval procedures in connection with the approval of seasonal leases for tenants that have resided in the condominium prior to the seasonal lease subject to the approval process. The Association may, but is not required, to conduct a background investigation and personal interview with a seasonal renter that has resided in the condominium prior to the effective date of the lease. The Association may waive the application requirement if the tenant has resided in the condominium pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this paragraph shall not be construed as to allow leasing, renting or occupancy by persons other than permitted guests without the advance approval of the Board of Directors.

11.4. **Disapproval of Leasing.** If the Association disapproves a proposed lease the unit owner shall receive a statement so indicating and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application.

**11.5. Approval of Sale or Transfer of Unit.** The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

A Unit Owner intending to make a sale of the Unit or convey any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended gift, sale and purchase or other transfer as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser, if applicable. A contractual obligation such as an "Agreement for Deed" is expressly included within the meaning of the term Transfer, for purposes of this provision. The Association may require a background investigation as to the prospective owner's finances, credit history, criminal history, residential history or otherwise. The prospective purchaser shall make himself or herself available for a personal interview, if desired, by the Board, prior to approval of such sale. Any prospective purchaser who desires to maintain a pet as part of his/her occupancy must bring said pet to the screening interview for approval by the board of directors. Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. The above requirements as to application, interview and background investigation may be waived by the Association if the proposed transfer is to a trust or to a member of the unit owner's family, if the occupancy of the unit will not change as a result of the transfer. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty (30) day period shall constitute approval.

**11.6. Disapproval of Sale or Transfer of Unit.** Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

11.6.1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself or the occupancy is inconsistent with the Condominium Documents.

11.6.2. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

11.6.3. The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

11.6.4. The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

11.6.5. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.

11.6.6. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

11.6.7. All assessments, fines and other charges against the unit or the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

11.7. **Right of First Refusal, Duty to Provide Alternate Purchaser.** If the Association disapproves a prospective purchaser, and if the owner has made a written demand at the time the notice of intent to sell is delivered to the Association for the Association to purchase the unit in the event the ownership is disapproved, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. Notwithstanding the foregoing, should transfer be rejected on the grounds for disapproval set forth above, the Association shall have no obligation to purchase the unit or substitute an approved purchaser and the transaction shall not be made.

If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current condominium prices in Sarasota County, one appraiser will be selected by the selling owner and the other selected by the Association. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.

11.8. **Screening Fees.** The Association may require the payment of a preset screening fee simultaneously with the giving of notice of intention to sell or lease, said screening fee to be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

11.9 **Devise, Inheritance or other Transfers.** If any Unit Owner shall acquire his title by devise, inheritance or by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the written approval of the Association as described above. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after the Association's receipt of such notice and all documentation, information and fees required, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, and if the owner has made a written demand, at the time the notice of acquisition of title is delivered to the Association, for the Association to purchase the unit in the event the ownership is disapproved, then within sixty (60) days after receipt from the unit owner of the notice and all documentation, information and fees required herein, the Association shall deliver or mail by certified mail, return receipt requested, to the unit owner a written agreement to purchase the unit offered by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the receipt by the unit owner of such agreement. In the absence of agreement as to fair market value, the fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two licensed real

estate appraisers, experienced in the South Florida condominium market, appointed by the American Arbitration Association, who shall base their determination upon the mean average of their appraisals of the unit; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall be entitled to recover his reasonable attorney's fees and court costs incurred.

- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within thirty (30) days following determination of the sale price.
- (d) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.
- (e) If the Association shall fail to provide a purchaser as required hereunder, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form, to the unit owners.
- (f) The provisions of Article 11.7 of this Declaration shall likewise apply to Unit Owners who acquire title to units by gift, devise, inheritance or other transfers.

**11.10 Unauthorized Transactions.** Any event transferring ownership or possession of a unit that shall occur without the required prior notice having been given to the Association or otherwise not authorized pursuant to the terms of this Declaration shall be void ab initio. The Association shall take any and all legal acts as may be necessary to terminate such prohibited transfer of ownership or possession. The Association shall recover its court costs and its reasonable attorney's fees from the owner and/or possessor of the unit, through all appellate levels, whether a lawsuit is brought or not.

#### **11.11. MORTGAGES**

No apartment owner may mortgage his apartment or any interest therein without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Association from accepting a Purchase Money Mortgage as a part of the purchase price of an apartment, nor prevent an apartment owner from accepting a Purchase Money Mortgage from an approved purchaser.

### **ARTICLE 12 - INSTITUTIONAL MORTGAGEE CONSENT**

Notwithstanding anything contained in this Declaration 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 this Declaration may be amended in any manner adversely affecting the rights or interests of such lender such as those changes contemplated by Section 718.110(4), Florida Statutes, or the Condominium terminated. Said consent shall not be unreasonably withheld.



## ARTICLE 13 - TERMINATION

The Condominium created hereby may not be merged, dissolved or terminated unless a majority of the Board of Directors resolves to do so and 75 % of the entire voting interests vote to approve the resolution to so merge, dissolve or terminate at a duly called and noticed meeting of the membership.

## ARTICLE 14. CONDEMNATION

**14.1. Awards.** The taking of all or any part of the condominium property by the condemnation or eminent domain shall be deemed to be a casualty to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting unit owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that owner.

**14.2. Determination Whether to Continue Condominium.** Whether the condominium will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Article 10 hereof.

**14.3. Distribution of Funds.** If the Association is terminated after condemnation, the proceeds of all awards and special assessments shall be deemed Association property and shall be owned and distributed in the manner provided for insurance proceeds when the condominium is terminated after a casualty. If the Association is not terminated after condemnation, the size of the Association may be reduced. The owners of condemned units, if any, will share in awards and special assessments as provided below.

**14.4. Association as Agent.** The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

**14.5. Units Reduced but Tenantable.** If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the condominium.

**14.5.1 Restoration of Unit.** The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

**14.5.2 Distribution of Surplus.** The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

**14.5.3 Adjustment of Shares in Common Elements.** If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

**14.6. Units not Tenatable.** If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenatable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the condominium:

**14.6.1 Payment of Award.** The condemnation award immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).

**14.6.2 Addition to Common Elements.** If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

**14.6.3 Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to recondition the remaining portion of the unit, the amount required for those purposes shall be raised by special assessment against all of the unit owners who will continue as owners of any unit after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

**14.7. Taking of Common Elements.** Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

**14.8. Amendment of Declaration.** The changes in units, in the common elements and in the ownership of the common elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

## **15. COMPLIANCE AND DEFAULT**

**15.1. Duty to Comply; Right to Sue.** Each Unit Owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the Bylaws and the Rules and Regulations. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

**15.1.1** The Association;

**15.1.2** A Unit Owner; or

**15.1.3** Anyone who occupies a unit as a tenant or is a guest in a unit.

**15.2. Waiver of Rights.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would

adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws.

**15.3. Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act or the condominium documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding as well as reasonable attorney's fees incurred prior to arbitration or litigation, at arbitration or trial and through all appeals. The Association may also recover attorney's fees it incurs because of non-compliance with the condominium documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent assessments. Any award of attorney's fees granted by a Court or Arbitrator may become a lien against the Unit and enforced in the same manner as the collection of assessments for common expenses.

**15.4. No Election of Remedies.** All rights, remedies and privileges granted to the Association or unit owners under any terms, provisions, covenants, or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents, or at law or in equity.

**15.5. Notice of Lien or Suit.**

**15.5.1 Notice of Lien.** A unit owner shall give to the Association written notice of every lien upon his unit other than for permitted first mortgages, taxes and special assessments, within five (5) days after the unit owner receives actual notice of the attachment thereof.

**15.5.2 Notice of Suit.** A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given five (5) days after the unit owner receives actual knowledge thereof.

**15.5.3 Failure to Comply.** Failure of an owner to comply with this Section 15 will not affect the validity of any judicial suit, however, the failure may render the owner liable to any party injured by such failure.

**16. MISCELLANEOUS PROVISIONS**

**16.1.** The covenants and restrictions as herein contained, or forming a part of the condominium documents, shall be deemed to run with the land.

**16.2.** If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of said condominium documents shall remain in full force and effect.

**16.3.** These condominium documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all unit owners.

**16.4.** All notices shall be given as provided in the Bylaws.

16.5. There shall be no limitation upon sale, lease or occupancy of any unit based upon race, creed, color, sex, religion, national origin, handicap or familial status. The Association may make reasonable accommodations, including waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises.

16.6. The Developer granted to each unit owner a non-exclusive easement for streets, walks and other rights of way serving the unit as a part of the common elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each unit owner.

16.7. In the event of a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act, Section 718, Florida Statutes, shall control. In the event of a conflict between this Declaration and the other Condominium Documents, the Declaration shall control. In the event of a conflict between the Bylaws and Articles, the Articles of Incorporation shall control.

16.8. The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any exhibits attached or referenced herein.

IN WITNESS WHEREOF, the foregoing Amended and Restated Declaration of Condominium was adopted at a duly noticed meeting of the membership of HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC. on the 11th day of December, 2001.

WITNESS:

*Jon Gifford*  
*Doug Lawson*

HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC.

BY: *Mary Lyons*  
President

ATTEST: *Cynthia W. White*  
Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged this 25 day of January, 2002 by Mary Lyons as President of HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC., who is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of January, 2002.

My Commission Expires: 1-29-03

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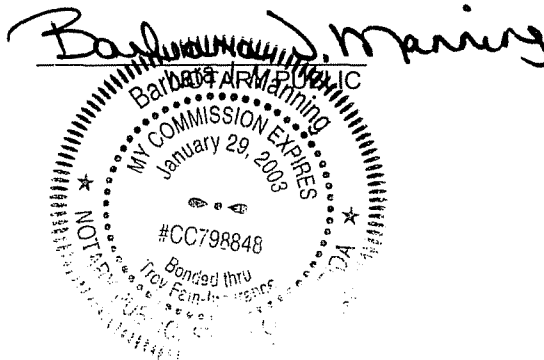


EXHIBIT "1"

SHARING OF COMMON EXPENSES:

The sharing of common elements and expenses shall be as follows:

<u>Unit #</u>	<u>Per Cent</u>
101	5.63
102	5.63
103	4.19
104	4.19
105	5.63
106	7.17
107	5.63
108	5.63
109	5.63
201	5.63
202	5.63
203	5.63
207	5.63
208	5.63
209	5.63
301	5.63
302	5.63
303	5.63
	<hr/>
	100.00%

EXHIBIT "2" :

BY LAWS

of

HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit  
existing under the laws  
of the State of Florida

I. PRINCIPAL OFFICE

The principal office of the Association shall be located at 800 Hudson Ave., Sarasota, Florida 34236 . The address of the principal office may be changed at the discretion of the board of directors.

II. MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to a condominium unit in HUDSON HARBOUR, a condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall automatically be members of this Association; their membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically cancelled when the membership it evidences is terminated as provided herein.

2. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings and shall have such voting rights as are provided in the articles of incorporation and the declaration of condominium applicable to such unit. Any vote may be cast in person or by absentee ballot or by proxy executed in writing and filed with the secretary. If a condominium unit is owned jointly by more than one person or entity, the vote to which the unit is entitled may be cast by any of the joint owners; provided, however, that if more than one of the joint owners cast the vote to which their unit is entitled, said vote shall be apportioned equally among such of the joint owners as cast the vote.

3. ANNUAL MEETING. An annual meeting of the members shall be held in December of each year at such time and place as may

be designated by the board of directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4. SPECIAL MEETINGS. Special meetings may be called by the president or by the board of directors, or by the written request of at least 10 percent of the voting rights of the members, for any purpose and at any time.

5. NOTICES. Notice of any meeting of members shall be mailed or delivered by an officer of the Association at least 14 days before such meeting to each member at his address as shown in the Association records, which notice shall state the purpose of such meeting. Members may waive such notice and may act by written agreement without meetings.

6. QUORUM. One-third of the voting rights represented in person, by mail, ballot, or vote, or by proxy, shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A member shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary. A simple majority of all voting rights present in person or otherwise represented shall decide any question brought before the meeting, except when otherwise required by the Florida Condominium Act, the applicable declaration of condominium, the articles of incorporation, or these bylaws.

### III. BOARD OF DIRECTORS

1. POWERS. The board of directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties, and responsibilities as provided in the Florida Condominium Act, the applicable declaration of condominium, the articles of incorporation, and these bylaws.

2. NUMBER. There shall be three directors until such time as the unit owners other than the Developer shall elect a majority of the board of directors, at which time there shall be five directors.

3. QUALIFICATION. Each director shall be a member, or a spouse, parent, or child of a member, of the Association or a person exercising the rights of an owner who is not a natural person, except that during such time as the Developer, its successors and assigns, has the right to elect any directors of the Association pursuant to the articles of incorporation, no director need be a member of the Association. All directors shall act without compensation unless otherwise provided by resolution of the membership.

4. ELECTION AND TERM. Except as hereinafter provided, the term of each director shall expire upon the election of his successor at the next succeeding annual meeting of members. Commencing with the first annual meeting of members at which unit owners other than the Developer elect a majority of the board of directors, the three directors receiving the highest number of votes shall serve two-year terms, and the other elected directors shall serve one-year terms. At each annual meeting of members thereafter, directors shall be elected for two-year terms to fill the vacancies of those directors whose terms are then expiring. All directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

5. REGULAR MEETINGS. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the board.

6. SPECIAL MEETINGS. Special meetings of the board may be called by the president or a majority of the directors for any purpose and at any time or place.

7. NOTICES. Notice of any meeting of the board shall be mailed or delivered to each director at his address shown in the Association records at least five days before such meeting, unless notice is waived by such director. Notices of special meetings shall state the purpose thereof. Notice of any meeting of the board, except an emergency meeting, shall be posted conspicuously on the condominium property at least 48 hours in



advance of the meeting. All meetings of the board shall be open to the members.

8. QUORUM. A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. The vote of a majority of directors present shall decide any matter before the board, except as may be otherwise required by the articles of incorporation, these bylaws, or the applicable declaration of condominium.

9. REMOVAL. Any director appointed by the Developer may be removed by the Developer at any time by giving written notice to the board of directors, and the vacancy created by such removal shall be filled by appointment by the Developer. Any director elected by the members may be removed by a majority vote of the membership present or otherwise represented at a special meeting called for that purpose, and the vacancy created thereby shall be filled for the balance of the term of such director by the election of a new director at the same meeting.

#### IV. OFFICERS

1. NUMBER. The officers shall be a president, a vice president, a secretary, and a treasurer, each of whom shall be elected by the board of directors. Such assistant officers as may be deemed necessary may be elected by the board of directors. The officers need not be members of the Association. All officers shall act without compensation unless otherwise provided by resolution of the membership.

2. ELECTION AND TERM. Each officer shall be elected annually by the board of directors at the first meeting of directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, or until his earlier resignation or removal.

3. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of

members and directors. He shall sign all agreements and recordable instruments on behalf of the Association, unless otherwise provided by resolution of the board of directors.

4. VICE PRESIDENT. In the absence of the president, the vice president shall perform the duties of the president, and when so acting, shall have all the powers and responsibilities of the president. The vice president shall also perform such duties as may be designated by the board of directors.

5. SECRETARY. The secretary may attest to any agreement or recordable instrument on behalf of the Association, but such attestation shall not be required. The secretary shall record the minutes of meetings of members and directors. The secretary shall have the primary responsibility, but not the exclusive right, to give notices required by these bylaws. He shall have custody of and maintain the records of the Association, other than those maintained by the treasurer. The board of directors may elect an assistant secretary, who shall perform the duties of the secretary when the secretary is absent.

6. TREASURER. The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected by the board of directors, shall disburse the same, and shall maintain the Association's financial records, which shall be available for inspection by any member during business hours on any weekday. At the discretion of the board of directors, the functions of the treasurer may be delegated to and performed by a managing agent or financial institution located in Sarasota County.

7. FIDELITY BONDS. All officers and directors shall be bonded by a surety company selected by the board in an amount determined by the board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of such bond shall be paid by the Association.

8. REMOVAL. Any officer may be removed by a majority vote of the board of directors present at any meeting of the board,

and the vacancy thereby created shall be filled by an election by the board of directors.

V. MANAGER AND EMPLOYEES

The board of directors may employ the services of a manager and other employees and agents as they shall determine appropriate to manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the board.

VI. CONTRACTS AND FINANCES

1. CONTRACTS. In addition to the authority granted herein to the president and vice president, the board of directors may authorize any officer or agent to execute and deliver any contract or other instrument on behalf of the Association.

2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. The board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of any loan.

3. CHECKS AND NOTES. All checks, drafts, and other orders for payment of money issued in the name of the Association shall be signed by the treasurer or such officers or agents of the Association as shall from time to time be authorized by resolution of the board of directors. All promissory notes or other evidences of indebtedness of the Association shall be signed by the president or vice president.

4. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, savings and loan associations, or other depositories as the board of directors may select from time to time.

5. FISCAL YEAR. Unless otherwise established by resolution of the board of directors, the fiscal year of the Association shall begin on the first day of January of each year.

#### VII. VACANCIES

A vacancy in the board of directors created by the death or resignation of a director elected by the members shall be filled for the balance of the term of such director by vote of the remaining directors, even though less than a quorum remains by reason of such vacancy. A vacancy in the board of directors created by the death or resignation of a director appointed by the Developer shall be filled for the balance of the term of such director by the Developer. A vacancy in any office created by the death or resignation of the person holding such office shall be filled for the balance of the term of the officer by vote of the board of directors.

#### VIII. AMENDMENTS TO BYLAWS

These bylaws may be altered or repealed by new bylaws adopted by majority vote of the voting rights at the annual meeting or at any special meeting of the members. No modification of or amendment to the bylaws shall be valid unless set forth in or attached to a duly recorded amendment to the declaration of condominium of each condominium operated by the Association.

#### IX. REGULATIONS

The board of directors may from time to time adopt such uniform administrative rules and regulations governing and restricting the use and maintenance of the condominium units and common elements and other property owned or operated by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the unit owners. Such rules and regulations shall not be inconsistent with the Florida Condominium Act, the applicable declaration of condominium, the articles of incorporation, or these bylaws. A copy of such rules and regulations

shall be made available to each unit owner and occupant, although the failure to furnish a copy thereof in any instance shall not affect the enforceability of any such rule or regulation.

X. SEAL

The board of directors shall provide a corporate seal, circular in form, showing the corporate name, the year and state of incorporation, and the words "corporation not for profit."

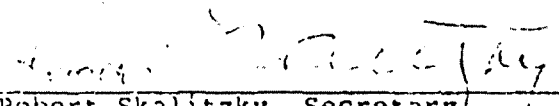
XI. COLLECTION OF ASSESSMENTS

Assessments for the payment of common expenses shall be levied annually by the board of directors in the manner provided in the applicable declaration of condominium. One-fourth of each unit's annual assessment shall be due and payable in advance to the Association on the first day of the first, fourth, seventh, and tenth months of each fiscal year. Special assessments may be levied by the board of directors in the manner provided in the applicable declaration of condominium or the Florida Condominium Act.

XII. THE FLORIDA CONDOMINIUM ACT

In the event of a conflict between the provisions of these bylaws and the 1983 Florida Condominium Act, or in the event the 1983 Florida Condominium Act sets forth mandatory bylaws provisions that are not expressly contained herein, the terms and provisions of the 1983 Florida Condominium Act shall control and, to that extent, are incorporated by reference herein.

These bylaws were duly adopted by the Association effective on January 16, 1984.

  
 Robert Skalitzky, Secretary  
 Hudson Harbour Condominium  
 Association, Inc.

## EXHIBIT "3"

PARKING SPACE SURVEY: assigned covered parking

<u>Unit #</u>	<u>Parking Spot #</u>
101	7
102	8
103	5
104	3
105	2
106	1
107	14
108	15
109	16
201	12
202	9
203	4
207	13
208	18
209	17
301	11
302	10
303	6

SECOND AMENDED PLAT OF

# HUDSON HARBOUR

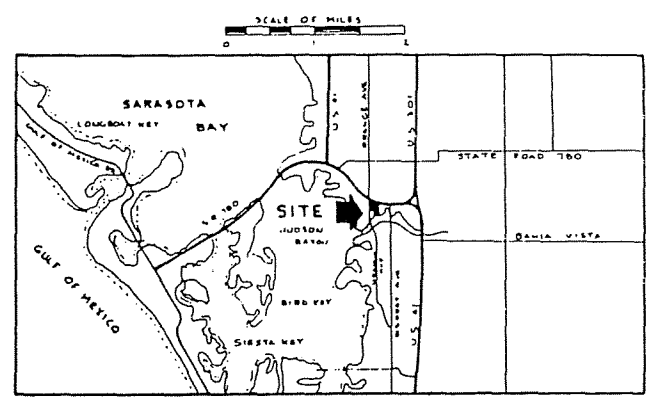
## A CONDOMINIUM IN SECTION 30, TOWNSHIP 36S., RANGE 18E., SARASOTA COUNTY, FLORIDA

### LEGAL DESCRIPTION

BEGIN AT THE N.E. CORNER OF BLOCK "11", HUDSON BAYOU ADDITION, AS RECORDED IN PLAT BOOK "A", PAGE 56, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR A P.O.B., SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH R/W OF U.S. HIGHWAY NO. 41 AND THE WEST R/W OF HUDSON AVENUE; THENCE S 00° 14' 00" W, ALONG THE EAST LINE OF SAID BLOCK "11", ALSO BEING THE WEST R/W OF SAID HUDSON AVENUE, 150.42 FT.; THENCE S 89° 59' 52" W, 8.00 FT.; THENCE S 44° 59' 52" W, 151.99 FT.; THENCE S 89° 59' 52" W, 25.36 FT. TO THE INTERSECTION WITH THE WEST LINE OF SAID BLOCK "11", ALSO BEING THE EAST LINE OF BLOCK "H", ZAKRZEWSKI ADDITION, AS RECORDED IN PLAT BOOK "A", PAGE 33 OF SAID PUBLIC RECORDS; THENCE S 0° 11' 37" W, ALONG SAID COMMON SUBDIVISION LINE, 11.85 FT. TO THE SE CORNER OF LOT 3, BLOCK "H" OF SAID ZAKRZEWSKI ADDITION, THENCE S 89° 54' 42" W, ALONG THE SOUTH LINE OF SAID LOT 3, 169.39 FT. TO THE SW CORNER THEREOF, SAID POINT ALSO BEING ON THE EAST R/W OF ORANGE AVENUE; THENCE N 00° 08' 48" E, ALONG THE WEST LINE OF SAID BLOCK "H", ALSO BEING THE EAST R/W OF SAID ORANGE AVENUE, 270.00 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF SAID U.S. HIGHWAY NO. 41; THENCE N 89° 59' 52" E, ALONG SAID SOUTH R/W, 310.18 FT. TO THE P.O.B., BEING AND LYING IN SECTION 30, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA,  
CONTAINING 1.73 ACRES.

THE ABOVE PARCEL OF LAND BEING A PART OF, AND LYING WHOLLY WITHIN, THE FIRST AMENDED PLAT OF HUDSON HARBOUR A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 26, PAGES 19 THRU 19 F, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

### LOCATION MAP



### SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT A SURVEY WAS MADE OF THE LANDS SHOWN ON SAID PLAT AND IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED AND THAT THE CONSTRUCTION OF ALL OF THE IMPROVEMENTS, AS SHOWN ON THE PLAT, ARE SUBSTANTIALLY COMPLETE, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICE AND ACCESS TO THE UNITS IN SAID BUILDING AND COMMON ELEMENT FACILITIES SERVING SAID BUILDING, AND THAT THIS PLAT TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED THEREFROM.

DATE MAY 28, 1987

*Gerald D. Stroop*  
GERALD D. STROOP  
REGISTERED LAND SURVEYOR  
FLA. CERT. NO. 1876

Prepared by:  
BILL ROBERTS, INC.  
Land Surveyors  
Bradenton, Florida

EXHIBIT "4"

-37-

OFFICIAL RECORDS INSTRUMENT # 2002029324 45 P85

CONDOMINIUM PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

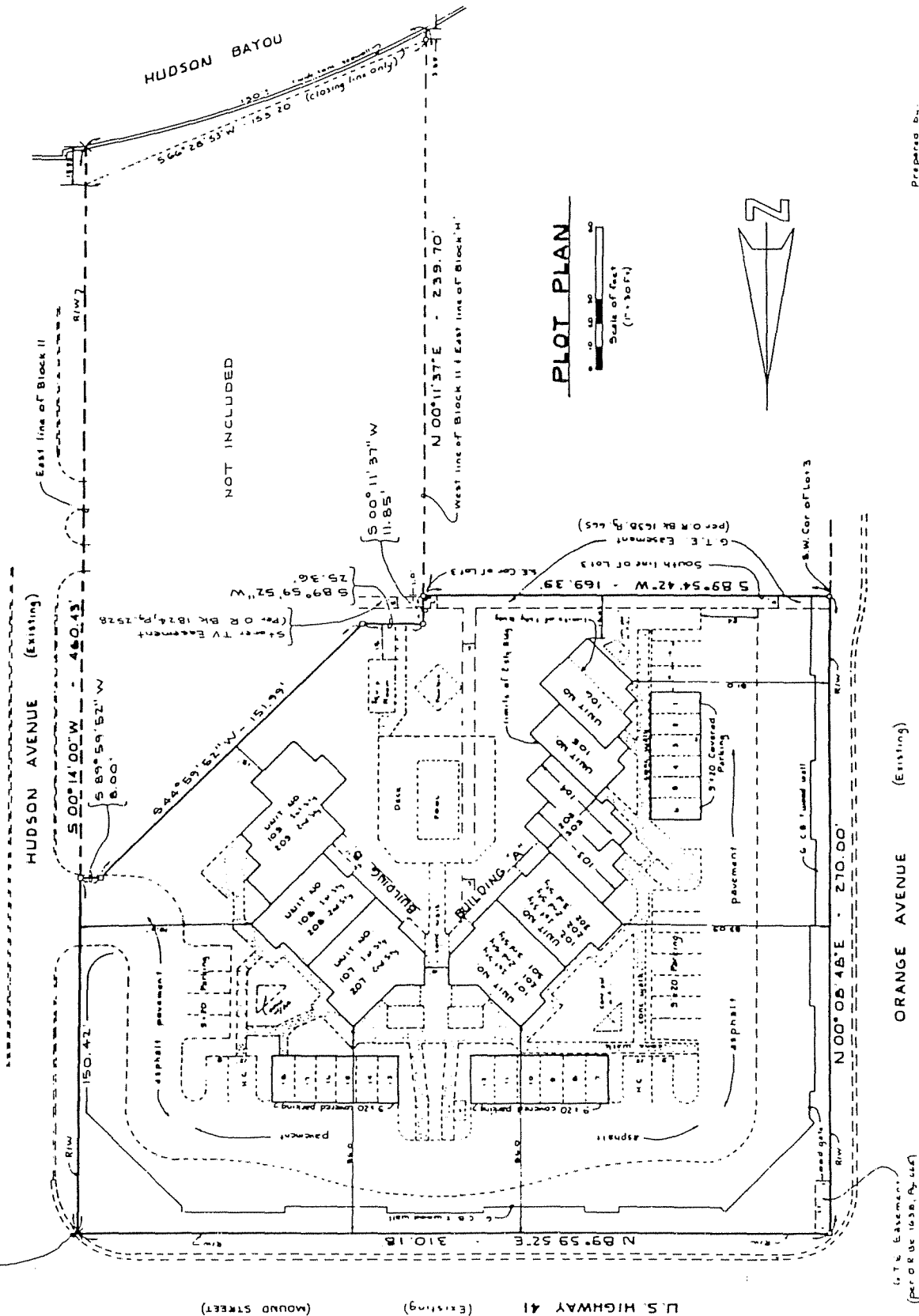
Sheet 2 of 6

SECOND AMENDED PLAT OF

**HUDSON HARBOUR** A CONDOMINIUM

IN SEC. 30, TWP. 36 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA

(N.E. Cor of Block II, Hudson Bayou Addition,  
Plat Book 'A', Page 36,  
P.O.B.



Prepared by  
**BILL ROBERTS, INC.**  
Land Surveyors  
Bradenton, Florida



CONDOMINIUM PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 Sheet 3 of 6  
 SECOND AMENDED PLAT OF  
**HUDSON HARBOUR** A CONDOMINIUM  
 IN SEC 30, TWP 36 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA.

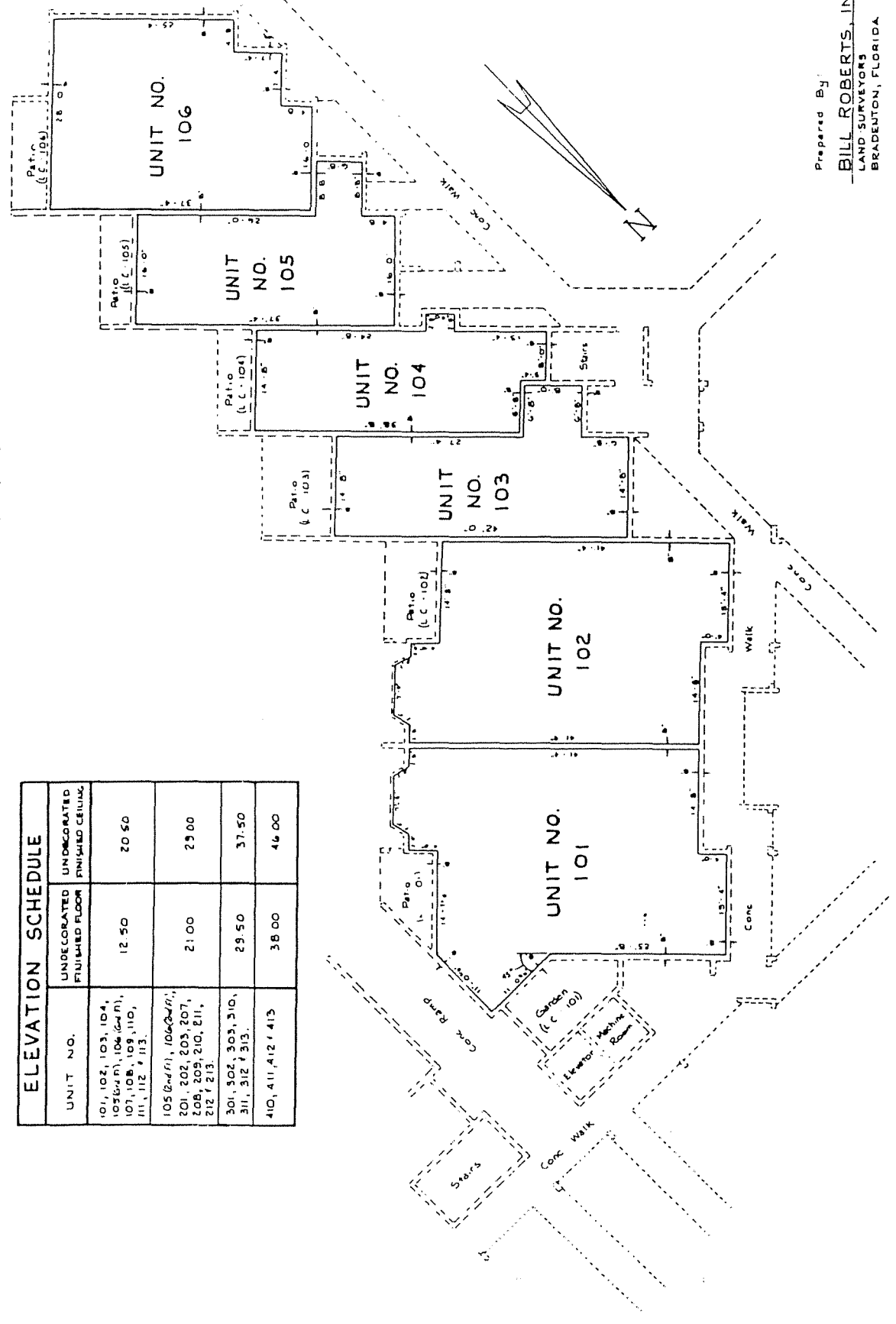
Prepared By:  
**BILL ROBERTS, INC.**  
 LAND SURVEYORS  
 BRADENTON, FLORIDA

**BUILDING "A"**  
**GRAPHIC DESCRIPTION**  
**GROUND FLOOR**

SCALE: 1" = 10 FT

NOTE: L.C. DENOTES LIMITED COMMON ELEMENT.

UNIT NO.	UNDECORATED FINISHED FLOOR	UNDECORATED FINISHED CEILING
101, 102, 103, 104, 105 (L.C.), 106 (L.C.), 107, 108, 109, 110, 111, 112 & 113.	12.50	20.50
105 (L.C.), 106 (L.C.), 201, 202, 203, 207, 208, 209, 210, 211, 212 & 213.	21.00	29.00
301, 302, 303, 310, 311, 312 & 313.	29.50	37.50
410, 411, 412 & 413	38.00	46.00



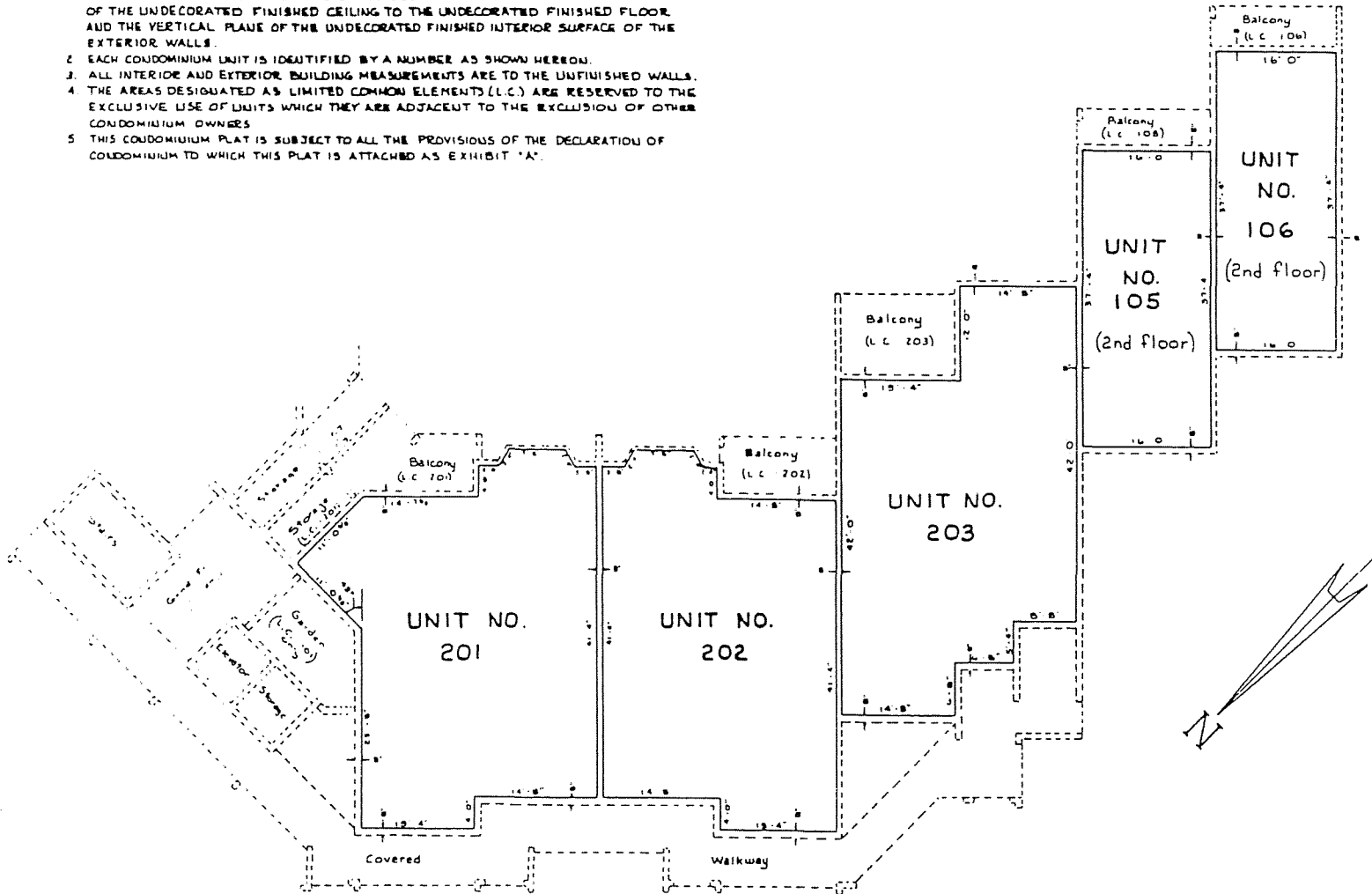
SECOND AMENDED PLAT OF  
**HUDSON HARBOUR** A CONDOMINIUM  
IN SEC. 30, TWP. 36 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA

**BUILDING "A"**  
**GRAPHIC DESCRIPTION**  
**SECOND FLOOR**

SCALE: 1"=10'FT.

NOTE:

1. A UNIT SHALL CONSIST OF THE SPACE BOUNDED WITHIN THE HORIZONTAL PLANES OF THE UNDECORATED FINISHED CEILING TO THE UNDECORATED FINISHED FLOOR AND THE VERTICAL PLANE OF THE UNDECORATED FINISHED INTERIOR SURFACE OF THE EXTERIOR WALLS.
2. EACH CONDOMINIUM UNIT IS IDENTIFIED BY A NUMBER AS SHOWN HEREON.
3. ALL INTERIOR AND EXTERIOR BUILDING MEASUREMENTS ARE TO THE UNFINISHED WALLS.
4. THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (L.C.) ARE RESERVED TO THE EXCLUSIVE USE OF UNITS WHICH THEY ARE ADJACENT TO TO THE EXCLUSION OF OTHER CONDOMINIUM OWNERS.
5. THIS CONDOMINIUM PLAT IS SUBJECT TO ALL THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED AS EXHIBIT "A".



-40-

Prepared by:  
**BILL ROBERTS, INC.**  
LAND SURVEYORS  
BRADENTON, FLORIDA

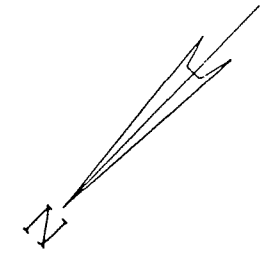
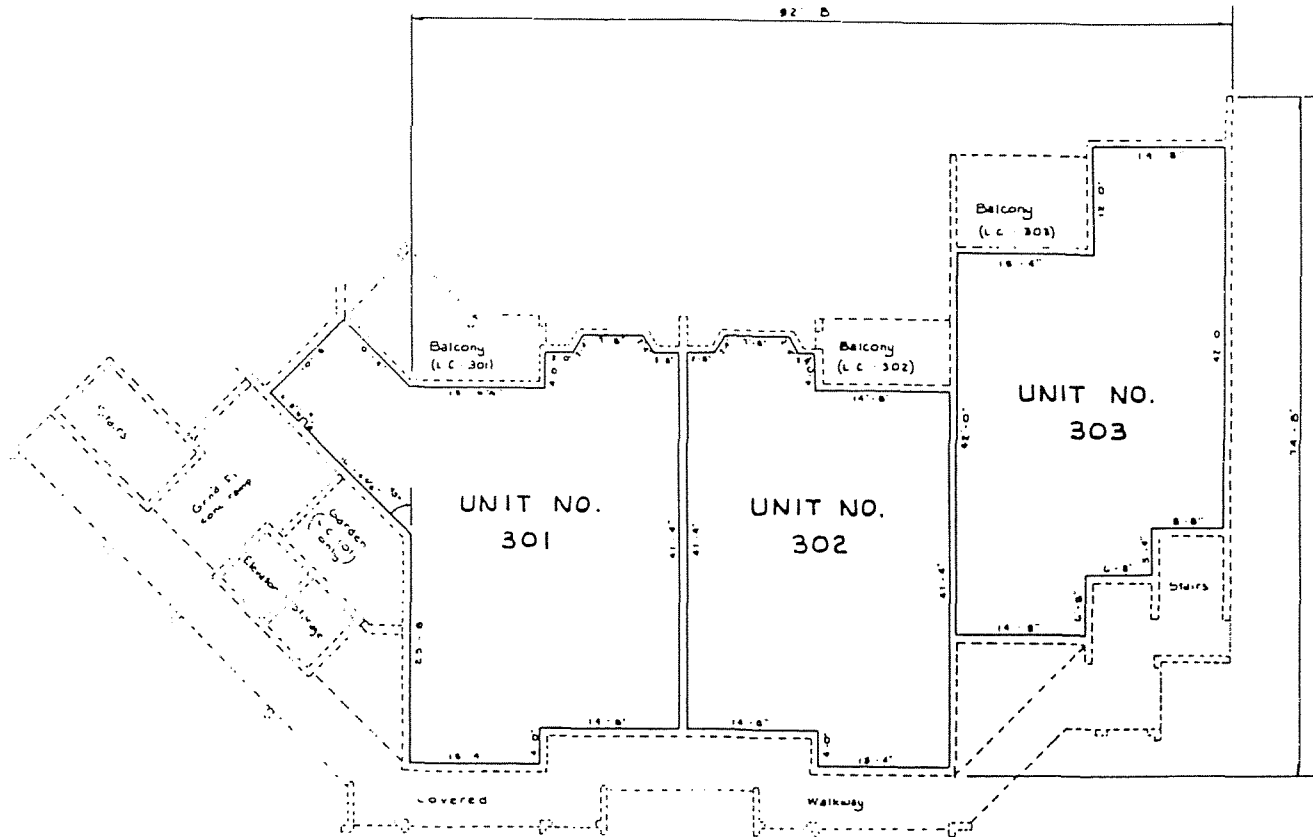
OFFICIAL RECORDS INSTRUMENT # 2002029324 45 PGS

SECOND AMENDED PLAT OF  
**HUDSON HARBOUR** A CONDOMINIUM  
IN SEC. 30, TWP. 34 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA

BUILDING "A"  
GRAPHIC DESCRIPTION  
THIRD FLOOR

SCALE 1"=10' FT

NOTE: L.C. DENOTES LIMITED COMMON ELEMENT



Prepared by  
**BILL ROBERTS, INC.**  
LAND SURVEYORS  
BRADENTON, FLORIDA

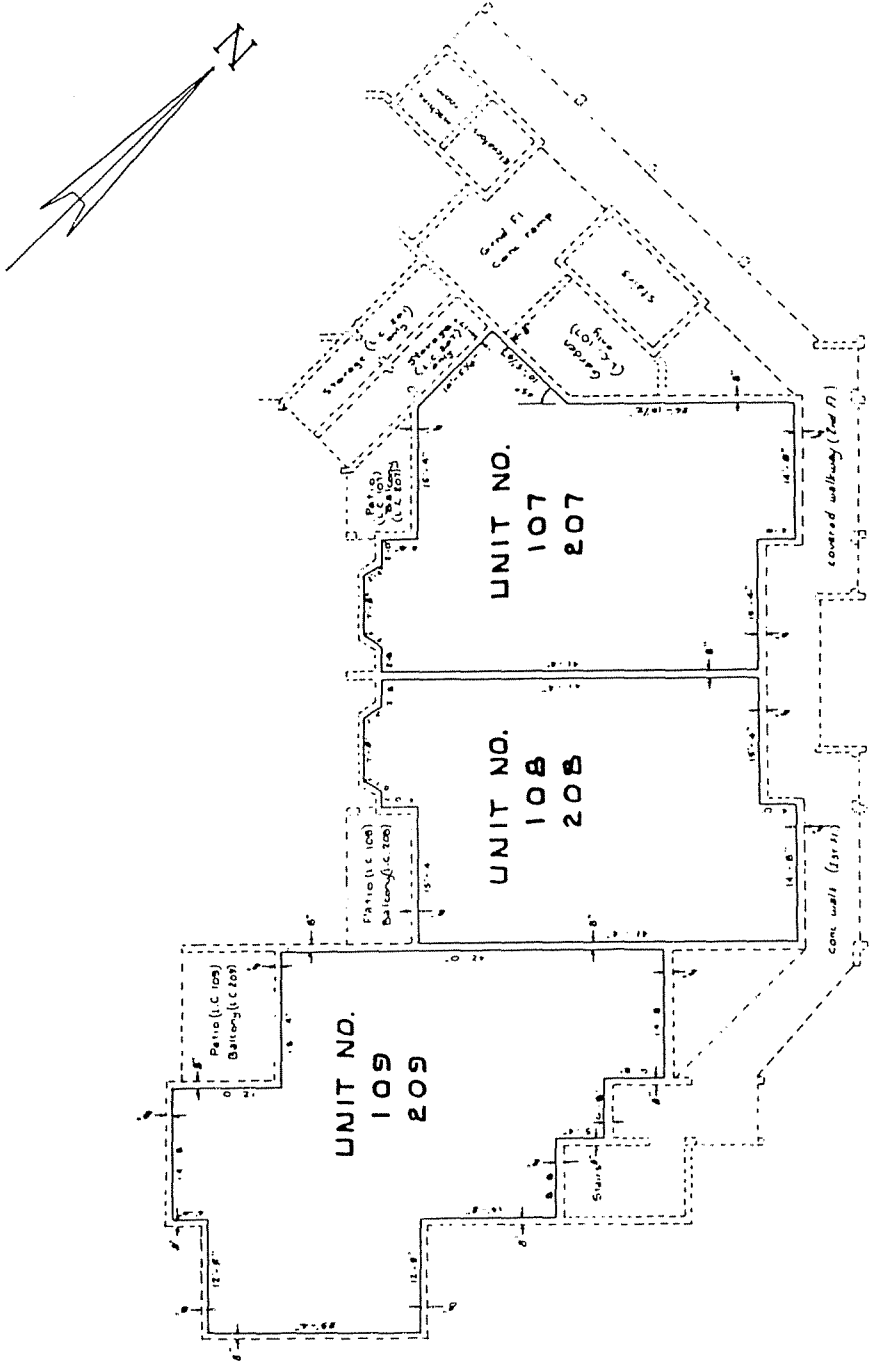
-17-

OFFICIAL RECORDS INSTRUMENT # 2002029324 45 PGS

CONDOMINIUM PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
Sheet 6 of 6  
SECOND AMENDED PLAT OF  
**HUDSON HARBOUR A CONDOMINIUM**  
IN SEC 30, TWP 36S, RGE. 18E1, SARASOTA COUNTY, FLORIDA

BUILDING "B"  
GRAPHIC DESCRIPTION  
GROUND F SECOND FLOOR  
SCALE 1"=10FT

NOTE:  
L.C. DENOTES LIMITED COMMON ELEMENT



Prepared by:  
**BILL ROBERTS, INC.**  
Land Surveyors  
Bradenton, Florida

O.R. 1722 PG 0480

# State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles of Incorporation of HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 2, 1983, as shown by the records of this office.*

*The charter number of this corporation is N00152.*

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
2nd day of December, 1983.



George F. Stone  
Secretary of State

CER-101

O.R. 1722 PG 0481

ARTICLES OF INCORPORATION

of

HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I.

NAME OF CORPORATION

The name of this corporation shall be HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the Association.

ARTICLE II.

GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of HUDSON HARBOUR, a condominium located on Hudson Bayou, Sarasota, Florida, and to perform all acts provided in the declaration of condominium of said condominium and the Florida Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III.

POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida Condominium Act and said Declaration of Condominium of HUDSON HARBOUR. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leasehold, membership, and other possessory or use interests for terms up to and including 99 years (whether or not such interests relate to property contiguous to the lands of a condominium operated by the Association)

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intended to provide for the enjoyment, recreation or other use of benefit of the Association members; including but not limited to the lease of recreation areas and facilities.

ARTICLE IV.

MEMBERS

All persons owning a vested present interest in the fee title to a condominium unit in Hudson Harbour, a condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon the termination of the condominium operated by the Association, the membership of a unit owner who conveys his unit to the trustee as provided in the applicable declaration of condominium shall continue until the trustee makes a final distribution of such unit's share of the funds collected and held by the trustee. In the event a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in the applicable declaration of condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance.

Prior to the recording of the Declaration of Hudson Harbour, a condominium, in the Public Records of Sarasota County, the subscribers hereto shall constitute the members of the Association and shall each be entitled to one vote.

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ARTICLE V.

VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

ARTICLE VI.

INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII.

EXISTENCE

The Association shall exist perpetually unless dissolved according to law.

ARTICLE VIII.

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 4503 Glebe Farm Road, Sarasota, Florida 33580, and the registered agent at such address shall be Peter Spencer, until such time as another registered agent is appointed by resolution of the board of directors.

ARTICLE IX.

NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a board of directors which shall consist of not less than three (3) persons, as shall be designated by the bylaws.

ARTICLE X.

FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers are as follows:



O.R. 1722 PG 0484

<u>Name</u>	<u>Address</u>
Peter Spencer Director & President/ Treasurer	4503 Glebe Farm Road Sarasota, Florida 33580
Bryan P. Gudgeon Director & Vice President	Brownwyck Farm Titchfield Fareham, Hampshire England
Robert Skalitzky Director/Secretary	1231 N. Gulfstream Avenue Sarasota, Florida 33577

ARTICLE XI.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses, liabilities, and attorney's fees (including attorney's fees for appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or director be indemnified for his own willful misconduct or knowing violation of the provisions of the Florida Condominium Act. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

ARTICLE XII.

RIGHTS OF DEVELOPERS

S & J Pethick, Ltd., a United Kingdom corporation, which is the developer of HUDSON HARBOUR, and which is referred to herein as the Developer, shall have the right to elect all of the directors of the Association (which directors need not be unit owners), subject to the following:

A. When fifteen percent (15%) or more of the units in a condominium that will be operated ultimately by the Association are conveyed to owners other than the Developer, such unit owners shall be entitled to elect not less than one-third (1/3) of the directors.

O.R. 1722 PG 0485

B. Three years after fifty percent (50%), or three months after ninety percent (90%), of the units that will be operated ultimately by the Association are conveyed to owners other than the Developer, such unit owners shall be entitled to elect a majority of the directors.

C. When the Developer no longer holds for sale in the ordinary course of business at least five percent (5%) of the units that will be operated ultimately by the Association, unit owners other than the Developer shall be entitled to elect all of the directors.

Any director elected by the Developer may be removed and replaced by the Developer at any time, subject only to the foregoing rights of the unit owners. During the period the Developer is entitled to elect a majority of the directors, the directors shall exercise all rights which would otherwise be exercisable by the members.

ARTICLE XIII.

BYLAWS

The first bylaws of the Association shall be adopted by the board of directors and may be altered, amended, or rescinded in the manner provided in such bylaws by majority vote of the voting rights of the members.

ARTICLE XIV.

SUBSCRIBERS

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

Peter Spencer	1503 Glebe Farm Road Sarasota, Florida 33580
James L. Ritchey	1550 Ringling Boulevard Sarasota, Florida 33578
Robert Skalitzky	1231 N. Gulfstream Avenue Sarasota, Florida 33577



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ARTICLE XV.

AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the Association; provided, however, that until such time as the Developer shall have conveyed title to all units in each condominium that will be operated by the Association, no amendment shall be effective without the written consent of the Developer.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 1<sup>st</sup> day of December, 1983.

Peter Spencer (SEAL)  
PETER SPENCER

James L. Ritchey (SEAL)  
JAMES L. RITCHEY

Robert Skalitzy (SEAL)  
ROBERT SKALITZKY

STATE OF FLORIDA  
COUNTY OF SARASOTA:

I HEREBY CERTIFY that on this 1<sup>st</sup> day of December, 1983, before me, an officer duly authorized and acting, personally appeared PETER SPENCER, JAMES L. RITCHEY and ROBERT SKALITZKY, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

WITNESS my hand and official seal at Sarasota, Florida, in the County and State aforesaid this the day and year last above written.

James M. Duncan  
Notary Public

My Commission Expires:  
May 6, 1984

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

*Peter Spencer.*

PETER SPENCER

G.R. 1722 PG 0487

FILED IN OFFICIAL RECORDS  
INSTRUMENT # 2003114969 2 PGS  
2003 JUN 12 12:05 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
JPENA Receipt#332158

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
KEVIN L. EDWARDS, ESQ.  
BECKER & POLIAKOFF, P.A.  
630 S. ORANGE AVENUE  
SARASOTA, FL 34236

**CERTIFICATE OF AMENDMENT  
TO  
AMENDED AND RESTATED DECLARATION  
FOR  
HUDSON HARBOUR, A CONDOMINIUM**



WE HEREBY CERTIFY THAT the attached amendment to the Amended and Restated Declaration of Condominium for Hudson Harbour, a Condominium, said original Declaration having been recorded in Official Records Book 1722 at Page 0439, et seq., and amended and restated in Instrument #2002029324, et seq., Public Records of Sarasota County, Florida was duly adopted in the manner provided in the Condominium Documents at the membership meeting held April 23, 2003.

IN WITNESS WHEREOF, we have affixed our hands this 6 day of JUNE, 2003, at Sarasota, Sarasota County, Florida.

WITNESSES:

Sign Tom Griffin

Print TOM GRIFFIS

Sign Ruth Ann Turner

Print Ruth Ann Turner

HUDSON HARBOUR CONDOMINIUM  
ASSOCIATION, INC.

By: Mary Lyons, President

Address:

STATE OF FLORIDA  
COUNTY OF SARASOTA

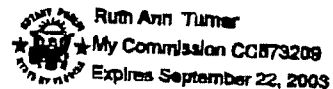
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2003, by Mary Lyons, as President of Hudson Harbour Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known  OR  
Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

NOTARY PUBLIC - STATE OF FLORIDA

sign Ruth Ann Turner  
print Ruth Ann Turner

My Commission expires:



**AMENDMENT  
TO  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
HUDSON HARBOUR, A CONDOMINIUM**

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

1. **Amendment to Article 11 entitled "Transfers Subject to Approval - Sales, Leases and other Transfers", Section 11.2 to read as follows:**

**11.2 Approval of Leasing. Effective December 31, 2005, the leasing of units shall be prohibited. Up until such time, units may be leased in accordance with this Article 11. All leases shall be subject to prior written approval of the Association. No lease shall be for a term in excess of twelve (12) months and must be for a minimum term of three (3) months. Unit owners shall not enter into more than one lease in any twelve month period. Except for the spouse of an Owner/lessee, parents, grandparents or children of either the Owner/lessee or his or her spouse, any period of occupancy of a Unit by a person or persons in the absence of the Owner/lessee, or any period of occupancy of a Unit by persons accompanied by the Unit Owner/lessee in excess of thirty (30) days in the aggregate in any calendar year, shall be treated as a lease regardless of whether there is a written lease agreement or monetary consideration. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents, including all Rules and Regulations established by the Association. Each lease, or addenda attached thereto, shall (i) contain an agreement of the lessee to comply with the Condominium Documents and Rules and regulations; (ii) provide or be deemed to provide that any violations of the Condominium governing documents shall constitute a material breach of the lease; (iii) contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The unit owners shall have a 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, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the unit owner that shall be secured by assessment and lien in the same manner as common expense charges.**

✓051

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
KEVIN L. EDWARDS, ESQ.  
BECKER & POLIAKOFF, P.A.  
630 S. ORANGE AVENUE  
SARASOTA, FL 34236



**CERTIFICATE OF AMENDMENT  
REFLECTING THE ADOPTION  
OF THE  
AMENDED AND RESTATED DECLARATION  
FOR  
HUDSON HARBOUR, A CONDOMINIUM**

The undersigned officers of Hudson Harbour Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Hudson Harbour, a Condominium, according to the Declaration thereof as recorded in O.R. Book 1722, Page 0439, et seq., Public Records of Sarasota County, Florida, as amended, hereby certify that the attached Amended and Restated Declaration of Condominium was approved by an affirmative vote of a majority of the entire membership at an annual membership meeting held on the 11th day of December, 2001. The undersigned further certify that the Amended and Restated Declaration of Condominium was proposed and adopted in accordance with the condominium documentation, and applicable law.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 25<sup>TH</sup> day of JANUARY, 2002, at Sarasota County, Florida.

HUDSON HARBOUR CONDOMINIUM  
ASSOCIATION, INC.

Tom Griffis  
Witness Signature  
TOM GRIFFIS  
Printed Name  
Doug Lewman  
Witness Signature  
DOUG LEWMAN  
Printed Name

BY: Mary Lyons, President  
BY: Arita Wirta, Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25 day of January, 2002 by Mary Lyons, as President, and Arita Wirta, as Secretary of HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Barbara J. Manning  
Notary Public  
Printed Name BARBARA J. MANNING  
State of Florida  
My Commission Expires 1-29-03  
#CC798848  
Banded this Copy from Insurance  
NOTARY PUBLIC, STATE OF FLORIDA