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**CERTIFICATE OF AMENDMENT**

**DECLARATION OF CONDOMINIUM  
PARK LANE, A CONDOMINIUM**

**ARTICLES OF INCORPORATION  
BYLAWS  
WOOD STREET CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Condominium of **PARK LANE, A CONDOMINIUM**, (originally recorded at Official Records Book 1350, Page 0396, et seq. of the Public Records of Sarasota County, Florida), and to the Articles of Incorporation and Association Bylaws (which Articles of Incorporation and Bylaws are recorded as Exhibits to the originally recorded Declaration of Condominium) of **WOOD STREET CONDOMINIUM ASSOCIATION, INC.** (herein, "the Association") were duly adopted at the Annual Membership Meeting of the Association held on December 9, 2014 and reconvened on February 26, 2015, by the affirmative vote of not less than 75% of the votes of the entire membership of the Association as required by Article 13 of the Declaration as to the amendments to the Declaration, by not less than 66-2/3% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association, as required by Article XII of the Articles of Incorporation as to the amendments to the Articles of Incorporation, and by not less 66-2/3% of the entire membership of the Board of Directors and by not less than 51% of the votes of the members of the Association as required by Article 8 of the Bylaws as to the Bylaws amendments. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 07<sup>th</sup> day of MARCH, 2015.

Signed, sealed and delivered:  
in the presence of:

**WOOD STREET CONDOMINIUM  
ASSOCIATION, INC.**

sign

print

sign

print

By:

Sandy Piper, President

sign James M Faix  
print JAMES M. FAIX  
sign Sandra Samuel  
print Sandra Samuel

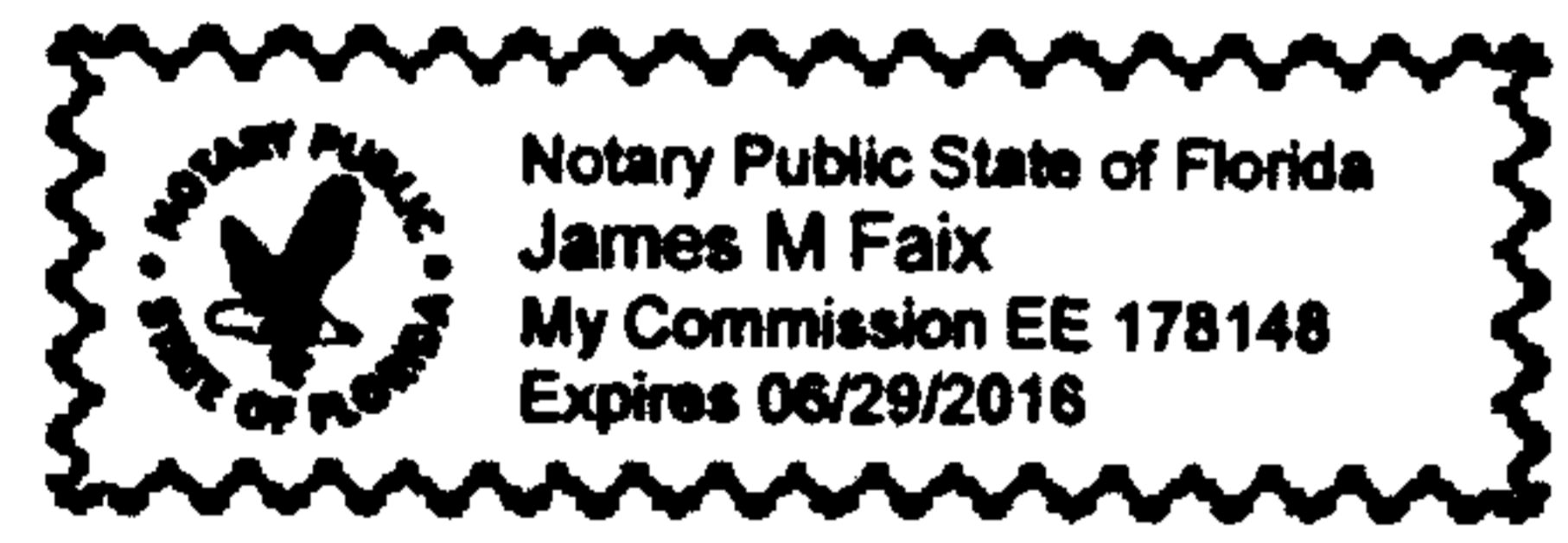
Attest: Jo-Anne Whalen  
Jo-Anne Whalen, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2015, by Sandy Piper as President of Wood Street Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires:



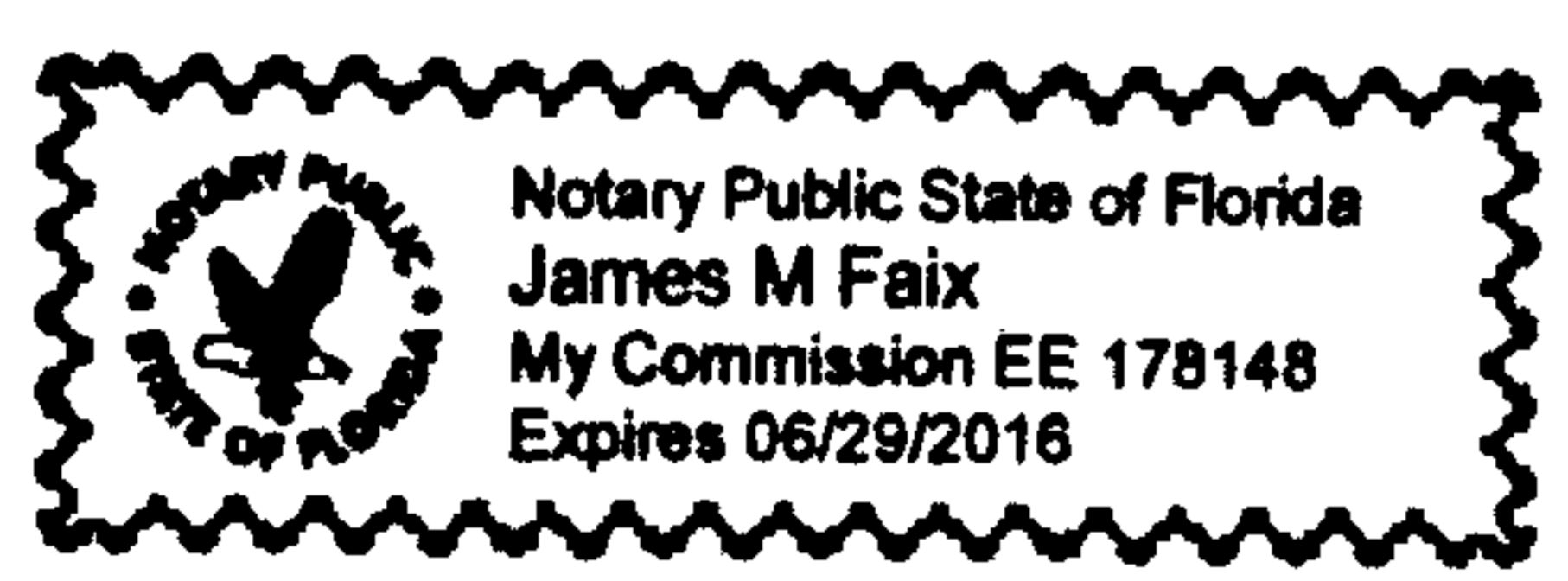
NOTARY PUBLIC

sign James M Faix  
print JAMES M. FAIX  
State of Florida at Large (Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12 day of MARCH, 2015, by Jo-Anne Whalen as Secretary of Wood Street Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires:



NOTARY PUBLIC

sign James M Faix  
print JAMES M. FAIX  
State of Florida at Large (Seal)

PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
1.	THE LAND .....	1
2.	NAME AND LOCATION .....	1
3.	PURPOSE .....	1
4.	DEFINITIONS .....	1
5.	CONDOMINIUM .....	4
	5.1 Survey, Graphic Descriptions and Plot Plan .....	4
	5.2 Buildings and Unit Types .....	4
	5.3 Percentage of Ownership and Share of Common Elements and Common Expenses.....	4
6.	EASEMENTS.....	5
	6.1 Ingress and Egress .....	5
	6.2 Utilities .....	5
	6.3 Encroachments.....	5
	6.4 Maintenance, Repair and Replacement.....	5
	6.5 Additional Easements .....	5
	6.6 Pedestrian Traffic Easement.....	5
7.	UNIT BOUNDARIES AND APPURTENANCES.....	6
	7.1 Unit Boundaries .....	6
	7.2 Unit Appurtenances .....	6
8.	COMMON ELEMENTS.....	7
	8.1 Common Elements .....	7
	8.2 Ownership, Use and Enjoyment.....	7
	8.3 Limited Common Elements .....	7
9.	MAINTENANCE, ALTERATION AND IMPROVEMENTS.....	8
	9.1 By the Association – Common Elements and Limited Common Elements .....	8
	9.2 By the Unit Owners .....	9
	9.3 Promptly Report Need for Repairs to Association.....	11
	9.4 Additional Unit Owner Obligations .....	11
	9.5 No Association Liability for Latent Condition of Property.....	11

9.6	Non-Disturbance an Incidental Damage .....	11
9.7	Failure to Maintain and Repair a Unit.....	11
9.8	Owner Caused Damage .....	12
9.9	Irrevocable Right of Access to Units .....	12
9.10	Unit Modifications or Alterations.....	13
9.11	Additional Unit Owner Responsibility for Alterations and Additions.....	13
9.12	Combining of Units.....	14
9.13	Substantial Improvements and Material Alterations to the Common Elements by the Association.....	14
9.14	No Association Liability for Design or Workmanship Defects.....	15
<b>10.</b>	<b>ASSOCIATION</b> .....	<b>16</b>
10.1	Association Membership.....	16
10.2	Operation of the Association .....	16
10.3	Accounting Records.....	16
10.4	Hurricane Shutters .....	16
10.5	Pest Control .....	16
10.6	Restraint Upon Assignment of Shares and Assets .....	17
<b>11.</b>	<b>ASSESSMENTS AND CHARGES</b> .....	<b>17</b>
11.1	Liability for Assessments and Charges .....	17
11.2	Default in Payment of Assessments for Common Expenses .....	17
11.3	Claim of Lien.....	17
11.4	Notice of Intention to Foreclose Lien.....	18
11.5	Attachment of Rental Income When Account is Delinquent.....	18
11.6	First Mortgagee.....	18
11.7	Possession of Unit .....	18
11.8	Certificate of Unpaid Assessments .....	18
11.9	Lien for Charges .....	19
11.10	Money Judgment .....	19
11.11	Liens Against Common Elements and Contractor Liens .....	19
<b>12.</b>	<b>MAINTENANCE OF COMMUNITY INTERESTS</b> .....	<b>19</b>
12.1	Forms of Ownership Permitted .....	19
12.2	Transfers Subject to Approval.....	20
12.3	Approval by Association.....	21
12.4	Disapproval by Board of Directors .....	21
12.5	Transfer Fee .....	23
12.6	Unauthorized Transactions .....	23
<b>13.</b>	<b>COMMON EXPENSES</b> .....	<b>24</b>
13.1	Common Elements .....	24
13.2	Declared.....	24
13.3	Insurance .....	24
13.4	Management and Administrative Fees.....	24
13.5	Utility Services .....	24

	13.6 Labor, Materials and Supplies.....	24
	13.7 Alterations and Improvements .....	24
	13.8 Repair of Damages .....	24
	13.9 Hurricane Shutters and Protection .....	24
	13.10 Governmental Requirements .....	24
	13.11 Foreclosed Assessments .....	25
	13.12 Communication Services .....	25
	13.13 Miscellaneous Costs and Expenses .....	25
<b>14.</b>	<b>INSURANCE.....</b>	<b>25</b>
	14.1 Authority to Purchase; Named Insured .....	25
	14.2 Coverage .....	25
	14.3 Premiums and Deductibles .....	26
	14.4 Shares of Proceeds .....	26
	14.5 Distribution of Proceeds.....	27
	14.6 Association as Agent .....	27
	14.7 Exclude Personal Property.....	27
<b>15.</b>	<b>RECONSTRUCTION AFTER CASUALTY .....</b>	<b>27</b>
	15.1 Determination to Reconstruct or Repair.....	27
	15.2 Plans and Specifications.....	28
	15.3 Responsibility.....	28
	15.4 Estimates of Costs .....	28
	15.5 Assessments.....	28
	15.6 Construction Funds.....	28
	15.7 Automatic Amendment.....	29
<b>16.</b>	<b>RESTRICTIONS UPON USE.....</b>	<b>29</b>
	16.1 Occupancy of Units; Single-Family Residence .....	29
	16.2 Common Elements .....	29
	16.3 Leasing .....	29
	16.4 Nuisance.....	31
	16.5 Rules.....	31
	16.6 Signs.....	31
	16.7 Exterior Alteration .....	31
	16.8 Loud Noises .....	31
	16.9 Abide by Documents and Rules.....	32
	16.10 Rubbish, Refuse and Garbage.....	32
	16.11 Fire or Health Hazard.....	32
	16.12 Aerials, Antennae and Satellite Dishes .....	32
	16.13 Hurricane Preparation.....	32
	16.14 Animals .....	32
	16.15 Fungus, Mold and Mildew .....	32
<b>17.</b>	<b>METHOD OF AMENDMENT OF DECLARATION .....</b>	<b>32</b>
	17.1 Proposal of Amendments.....	32

	17.2 Proposed Amendment Format.....	32
	17.3 Notice.....	33
	17.4 Adoption of Amendments.....	33
	17.5 Effective Date.....	33
	17.6 Automatic Amendment.....	33
	17.7 Proviso.....	33
	17.8 Execution and Recording.....	33
	17.9 Scrivener's Error.....	33
<b>18.</b>	<b>TERMINATION.....</b>	<b>34</b>
<b>19.</b>	<b>SEVERABILITY.....</b>	<b>34</b>
<b>20.</b>	<b>COVENANTS RUNNING WITH THE LAND.....</b>	<b>34</b>
<b>21.</b>	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>35</b>
	21.1 Duty to Comply; Right to Sue.....	35
	21.2 Conflict.....	35
	21.3 Construction.....	35
	21.4 Interpretation.....	35
	21.5 Captions.....	35
	21.6 Florida Statutes.....	35
	21.7 Waiver of Rights.....	35
	21.8 No Election of Remedies.....	35
	21.9 Waiver.....	36
	21.10 Attorney's Fees.....	36

**AMENDED AND RESTATED**

**DECLARATION OF CONDOMINIUM  
OF  
PARK LANE, A CONDOMINIUM**

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

**KNOW ALL MEN BY THESE PRESENTS** that the Unit Owners of **PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation f/k/a Wood Street Condominium Association, Inc., do hereby amend and restate the Declaration of Condominium of **PARK LANE, A CONDOMINIUM** pursuant to Chapter 718, Florida Statutes.

1. **THE LAND.** In a Declaration of Condominium originally recorded at Official Records 1350, Page 0396 *et seq.* of the Sarasota County Public Records on or about November 14, 1979, Park Lane Enterprises, a Florida General Partnership (herein, the "Developer"), submitted to condominium ownership pursuant to Chapter 718, Florida Statutes that property situated in Sarasota County, Florida more particularly described as follows:

*Property described on **Exhibit "A"**, which is attached hereto and incorporated herein.*

2. **NAME AND LOCATION.** The name by which this Condominium shall be known and identified is **PARK LANE, A CONDOMINIUM**. The Condominium is located at the North and East corner of Wood Street and S. East Avenue in Sarasota County, Florida. The street address is: 2155 Wood St, Sarasota, FL 34237.

3. **PURPOSE.** The original submission of the land to the condominium form of ownership is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium, the Association Members hereby adopt certain amendments to the Declaration of Condominium and hereby also restate the Declaration of Condominium and its Exhibits in their entirety. The provisions of this Declaration are covenants running with the land and shall govern it perpetually unless amended, modified or terminated as provided in this Declaration. This Declaration shall bind all persons owning a Unit in the Condominium and all persons claiming by, through or under them.

4. **DEFINITIONS.** As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be defined in the Condominium Act and below:

4.1 **Act or Condominium Act** means the Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be subsequently amended from time to time in the future, including the definitions therein contained, and all provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration.

4.2 **Articles of Incorporation or Articles** means the Articles of Incorporation of the Association, as subsequently amended from time to time.

**4.3 Assessment** means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Units.

**4.4 Association** means **PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Florida Not-for-Profit Corporation, formerly known as Park Lane Condominium Association, Inc., the legal entity responsible for the operation of the Condominium.

**4.5 Association Property** means all property owned by the Association for the use and benefit of the Unit Owners.

**4.6 Board of Directors** or **Board** or **Directors** means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration."

**4.7 Bylaws** mean the Bylaws of the Association, as subsequently amended from time to time.

**4.8 Common Elements** mean the portion of the Condominium Property not included in the Condominium Units and include those areas defined in Article 8 of this Declaration.

**4.9 Common Expenses** means those expenses properly incurred by the Association in the performance of its duties, including without limitation the expenses specified in Section 718.115, Florida Statutes and Article 12 of this Declaration.

**4.10 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.

**4.11 Condominium** means all of the Condominium Property of **PARK LANE, A CONDOMINIUM**, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

**4.12 Condominium Documents** means this Declaration; the Surveyor's Plat and Site Plans, hereinafter collective referred to as the "Plat" or "Condominium Plat"; the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules and Regulations of the Association. The Association may (but need not) record the Rules and Regulations in the Sarasota County Public Records.

**4.13 Condominium Property** means the land, leasehold and property interests subjected to the condominium form of ownership under this Declaration, all improvements on the land as depicted in the Surveyor's Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or to the Common Elements by the Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

**4.14 Condominium Unit** or **Condominium Parcel** means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and all appurtenances to the Unit.



**4.15 County** means the County of Sarasota, State of Florida.

**4.16 Declaration of Condominium or Declaration** means the Declaration of Condominium of the Condominium, as subsequently amended from time to time.

**4.17 Institutional Mortgagee** as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, or the holder of any first mortgage insured by any agency of the United States Government, such as the Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration.

**4.18 Limited Common Elements** means those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units, as specified in the Declaration or Plat. Unless the context requires otherwise, all references in this Declaration to Common Elements shall include Limited Common Elements. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside the boundaries of the Unit, the delegation of maintenance responsibility for the area (by way of example, but not limitation, air conditioning compressors) shall serve to define the area as a Limited Common Element.

**4.19 Limited Common Expenses** means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefitting Unit Owner(s), as authorized by Section 718.113(1), Florida Statutes, and if so provided in this Declaration.

**4.20 Member** means the record Owner(s) of legal title to a Unit.

**4.21 Occupant** means a person who is physically present in a Unit on two (2) or more consecutive days.

**4.22 Primary Occupant** means a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or corporation or other entity which is not a natural person.

**4.23 Rules and Regulations** mean those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

**4.24 Singular, Plural, Gender** means whenever the context so permits, the use of the plural shall include the singular and the singular the plural, and the use of any gender shall be deemed to include all genders.

**4.25 Tenant or Lessee** means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-Owner involves consideration, remuneration, the payment of money, the exchange of goods and services, etc. The term "tenant" shall be used interchangeable with "Lessee."

**4.26 Unit or Condominium Unit** means that part of the Condominium Property subject to exclusive ownership by a Unit Owner.

**4.27 Unit Owner or Owner** means the record Owner of legal title to a Condominium Unit.

**4.28 Utility Services** as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Condominium Documents, shall include but not be limited to electric power, gas, water, air conditioning, garbage and sewage disposal.

**4.29 Voting Interests** means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit are entitled to vote in Association matters. The specific vote assigned to each Unit is the same as the Unit's share of the Common Elements and Common Surplus.

## 5. CONDOMINIUM.

**5.1 Survey, Graphic Descriptions and Plot Plan.** A survey of the land and graphic description of the improvements in which the Units are located and a plot plan thereof, all included in **Exhibit "A"**, are made a part hereof, and together with this Declaration are in sufficient detail to identify the Units, Common Elements and the Limited Common Elements of the Condominium Property, and provide an accurate representation of their locations and dimensions. The survey of the land described in **Exhibit "A"** is recorded at Condominium Book 13, Page 36 et seq. of the Public Records of Sarasota County, Florida. In the event the actual physical location of the structures as hereafter defined constituting a portion of any such Unit at any time do not exactly coincide with **Exhibit "A"**, the actual physical location thereof shall control.

**5.2 Buildings and Unit Types.** Park Lane, a Condominium consists of forty-nine (49) Condominium Units. Also on the property there is a swimming pool equipment building and two gazebos (pavilions).

**5.3 Percentage of Ownership and Share of Common Elements and Common Expenses.** Each Owner of a Condominium Parcel owns a share of the Common Elements, and shall share Common Expenses and own Common Surplus equal to the total of the percentage of ownership applicable to each Condominium Parcel as set forth and specified below:

UNIT	PERCENT OF OWNERSHIP OF COMMON ELEMENTS & SURPLUS
A-1, A-8, A-9, A-10, A-11, A-12, A-26, B-1, B-5, B-8, B-9, B-10, B-11, B-12, B-26	.02514
A-2, A-3, A-6, A-7, A-14, A-15, A-16, A-17, A-18, A-19, A-21, A-22, B-2, B-3, B-6, B-7, B-14, B-15, B-16, B-17, B-18, B-19, B-21, B-22	.01878

UNIT	PERCENT OF OWNERSHIP OF COMMON ELEMENTS & SURPLUS
A-5	.02229
A-20, A-23, B-4, B-20, B-23	.01241
<u>A-24, A-25, B-24, B-25</u>	<u>.02196</u>
49 UNITS	100%

Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share of the Common Elements appurtenant to the Unit.

**6. EASEMENTS.** The following easements are reserved throughout the Condominium Property and are covenants running with the land of the Condominium. Notwithstanding any of the other provisions of this Declaration, the following easements may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

**6.1 Ingress and Egress.** Rights of way by vehicle or on foot in, to, upon, over and under the driveways and walks as set forth in any of the plans attached hereto or as they may be built or relocated in the future and for all purposes for which driveways and walks are commonly used and the right to maintain the same; however, this easement shall not give or create to any person the right to park on any portion of the Condominium Property not designated as parking areas.

**6.2 Utilities.** As may be required or desirable for utility service in order to adequately serve the Condominium and the Units thereof; provided, however, easements through a Unit, if any, shall be according to plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

**6.3 Encroachments.** In the event any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Elements shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

**6.4 Maintenance, Repair and Replacement.** The Association's Board of Directors hereby reserves easements through, over and beneath the Units and Common Elements for the maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

**6.5 Additional Easements.** The Board of Directors shall have the right to grant additional easements under, over, across and through the Common Elements to such persons or entities and for such purposes as the Board of Directors of the Association may deem appropriate by recording in the Public Records of Sarasota County, Florida, and instrument duly executed by the President or Vice President of the Association.

**6.6 Pedestrian Traffic Easement.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designed for such purpose and use; and for pedestrian traffic over, through and across

such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners and all those claiming by, through or under the aforesaid.

## **7. UNIT BOUNDARIES AND APPURTENANCES.**

**7.1 Unit Boundaries.** Each Unit shall consist of that part of the improvements that lies within the boundaries of the Unit, which are as follows:

### **7.1.1 Horizontal Boundaries:**

- A. Upper Boundary: The horizontal plane of the undecorated finished ceiling.
- B. Lower Boundary: The horizontal plane of the undecorated finished floor.

**7.1.2 Vertical Boundaries.** Vertical boundaries shall be the undecorated interior walls extended to the horizontal boundaries.

**7.2 Unit Appurtenances.** The ownership of each Unit shall include as an appurtenance thereto all of the rights, title and interest of the Unit Owner in the Condominium Property which shall include, but not be limited to, the following:

**7.2.1 Exclusive Possession and Easement.** An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.

**7.2.2 Undivided Share of Common Elements.** Any right, title or interest in a Unit shall automatically carry with it as an appurtenance thereto, without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the Owners of the other Units. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Unit.

**7.2.3 Association Membership.** Each Unit Owner shall be a mandatory member of the Association.

**7.2.4 Voting Rights.** Unless the Association's Board of Directors has suspended an Owner's right to vote as provided in Section 718.303(5), Florida Statutes, each Unit shall be entitled to a vote equal to the total of the percentage of ownership in the Common Elements applicable to the Owner's Condominium Unit as set forth in Article 5.3 of the Declaration. The vote of the Unit is not divisible. Votes shall be cast in the manner provided in the Bylaws.

## 8. COMMON ELEMENTS.

**8.1 Common Elements.** The Common Elements shall include, but not be limited to, the following:

8.1.1 All of the above described land and all improvements, buildings and parts thereof which are not included within the boundaries of the individual Condominium Units.

8.1.2 Easements over, through and under the Units for conduits, ducts, plumbing, wiring and other facilities for furnishing the Utility Services and other services to the various Units and the Common Elements.

8.1.3 Any utility areas and installations and all Utility Services which are available to more than one Unit or to the Common Elements which are not owned by the respective utility companies or Unit Owners.

8.1.4 All recreational areas, swimming pools, lawn areas, lawn patios, gazebos (pavilions), driveways and sidewalks.

8.1.5 All alterations, additions and further improvements to the Common Elements performed by the Association, the cost of which shall be assessed as a Common Expense against all Units.

8.1.6 All tangible personal property required for the maintenance and operation of the Condominium.

8.1.7 All parking areas (except those parking areas which are designated Limited Common Elements as hereinafter provided), driveways and other means of ingress and egress.

8.1.8 All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduit, cables, wire or pipe within the Common Elements and up to the exterior surface of the Unit wall which are not owned by utility companies or Unit Owners.

8.1.9 All structural beams, posts and members within a Unit and an easement in support of any portion of a Unit which contributes to the support of the building.

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

**8.3 Limited Common Elements.** The Limited Common Elements, the use of which shall be limited to those Unit Owners to which such use is assigned by means of this Declaration, or assignments executed by the original Developer or by the Association, include: the following:

8.3.1 **Uncovered Parking Spaces.** Uncovered parking spaces as designated on **Exhibit "A"**, as same may be amended from time to time. Parking spaces shall be assigned pursuant to the Rules and Regulations of the Association so as to provide parking space for one automobile, i.e., one parking space for each Unit; provided, however, in the event a specific parking space is assigned in connection with the sale of a Unit by the Developer, the right to use of the said designated parking space shall pass as an appurtenance to the Condominium Unit owned by the Unit Owner to whom such space is initially assigned, and the Association shall not thereafter reassign or change the said Unit Owner's parking space without his written consent. Provided further, said Unit Owner shall not transfer or assign use of the said parking space except in connection with the sale of the Unit or with the consent of the Association's Board of Directors. Designation of a parking space assigned to a Unit Owner may be made in the deed of conveyance, or by the Condominium Plat attached as Exhibit "A", or by separate written assignment, and nothing herein shall be interpreted so as to prohibit the Developer or the Association from assigning more than one parking space as an appurtenance to a Condominium Unit.

8.3.2 **Air Conditioner.** Those Common Elements upon which a Unit's air conditioner/heater and air handler equipment rests. Replacement of such equipment shall not increase the area of the Limited Common Element or the necessity for support of air conditioner/heater and air handler equipment without the written approval of the Association's Board of Directors.

8.3.3 **Other Areas.** All other areas designated as Limited Common Elements on Exhibit "A" as same may be amended from time to time.

**9. MAINTENANCE, ALTERATION AND IMPROVEMENTS.** Responsibility for the maintenance, repair and replacement of the Condominium Property, and restrictions upon the alteration and improvements thereof, shall be as follows:

**9.1 By the Association – Common Elements and Limited Common Elements.** The Association shall maintain, repair and replace as part of the Common Expenses all of the Common Elements and Limited Common Elements, except as otherwise stated in this Declaration.

9.1.1 **Support Portions of the Unit.** The Association shall maintain, repair and replace as a Common Expense all portions of the Condominium Unit which directly contribute to the support of the Building, which includes but is not limited to, outside walls of the Building, its exterior boundary walls, roofs, concrete slabs and foundations, load bearing columns and load bearing walls.

9.1.2 **Balconies, Stairways, Walkways and Walls.** The Association shall be responsible for the routine maintenance (for example, painting), cleaning, repair and replacement of the balconies, stairways, walkways or walls (including gates), all as originally constructed.

9.1.3 **Walls, Ceilings, Floors and Structural Components.** The Association shall be responsible for the maintenance and repair of the walls constituting the Common Elements, including the interior surface of the exterior boundary walls, as well as the ceiling and the floor of each Unit. However, if damage to a Unit interior or common element is caused by actions or negligence of the Unit Owner, his tenants, guests or invitees, the Owner shall be responsible for such maintenance and repair. Decorations of such surfaces (including but not limited to paint, wallpapering, "popcorn," paneling, etc.) are the sole responsibility of the Owner. The Association's maintenance responsibility does not include the non-load

bearing walls within a unit. Non-load bearing structures internal to a unit, such as closets, and internal doors, are also not the Association's responsibility.

**9.1.4 External Surfaces.** The Association shall maintain, repair and replace the main buildings' external surfaces and structures, all as originally constructed. The Association shall also be responsible for exterior maintenance and repair, including painting, of the exterior surfaces of exterior common element doors, and all casings, frames, jambs and sills. Any modifications, improvements, additions or alterations to the above are the responsibility of the Unit Owner to maintain, repair and replace and require the prior written approval of the Board of Directors.

**9.1.5 Lanais.** The Association shall maintain, repair and replace as a Common Expense all header boards, framework and external siding covering the support walls for openings of the Unit's lanai.

**9.1.6 Utilities.** The Association shall maintain, repair and replace all devices, installations, electrical conduits and facilities located in the Common Elements or the Limited Common Elements; plumbing fixtures and installations (including water pipes and sewer lines) located outside the Unit or Units; or installations located outside the Unit or Units for the furnishing of utilities to the Unit or Units, to the Common Elements or the Limited Common Elements.

**9.1.7 Structural Stairways.** All structural stairways for access to specific Units are Limited Common Elements for the benefit of those Units only; however, they shall be maintained, repaired and replaced by the Association and the expense connected therewith shall be a Common Expense.

**9.1.8 Incidental Damage.** If, in connection with the discharge of its maintenance and repair responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property, which the Unit Owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality.

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

**9.2 By the Unit Owners.** The responsibility of the Unit Owner shall be as follows:

**9.2.1 All Portions of Unit.** The Unit Owner shall maintain, repair and replace all portions of the Owner's Condominium Unit, except for those portions specifically made the responsibility of the Association. Said portions include, but are not limited to, the interior surfaces of all walls, ceilings and floors, paint, finish, covering, wallpaper, and decoration of all walls, floors and ceilings.

**9.2.2 Built-Ins.** All built-in shelves, cabinets, counters, storage areas and closets.

9.2.3 **Limited Common Elements.** The Unit Owner shall be responsible for the routine maintenance and cleaning of the lanai that is a Limited Common Element appurtenant to the Owner's Unit.

9.2.4 **Doors, Windows, Glass, Screens, and Frames.** The Unit Owner shall maintain, repair and replace all exterior doors (including without limitation the front door) and interior doors, windows, glass, screens, and the frames, doorknobs, hinges, locks, hardware, and all other mechanisms and physical components thereof subject to the obligations set forth in paragraph 9.4. All replacement door and window frames must be white in color.

9.2.5 **Lanais and Screened Porches.** The Unit Owner shall maintain, repair and replace all the structural members that form the framework for the screen or window enclosures for the Unit's lanai and the interior surface of the lanai's outer wall. The Unit Owner shall be responsible for the maintenance, repair, replacement, care and preservation of the lanai's floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); the screens and frames, storm shutters and other enclosures; fixed and/or sliding glass doors (if any) and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the lanai; and the replacement of light bulbs. Owner will be fined for garbage, debris or litter left on a porch or lanai.

9.2.6 **Heating and Air Conditioning Equipment.** The Unit Owner shall maintain, repair and replace all portions of the heating and air conditioning equipment (including, without limitation, compressors, ducts, air handlers and Freon or coolant lines, coolant, drain lines and drain pan) and utility installations and connections serving an individual Unit, no matter where located.

9.2.7 **Electrical Systems.** The Unit Owner shall maintain, repair and replace all electrical facilities, switches, fixtures, wires, outlets, and other electrical equipment located within the physical boundaries of the Unit or that exclusively service only the Owner's Unit that is located on the Unit side of the electrical meter (including the electrical meter itself) servicing the Unit.

9.2.8 **Water Pipes and Shut-off Valve.** The Unit Owner shall maintain, repair and replace everything that services only the Owner's Unit located on the Unit-side of the Unit's boundaries, including but not limited to the Unit's water supply pipes, water shut-off valve, etc.

9.2.9 **Sewer Lines.** The Unit Owner shall maintain, repair and replace all sewage pipes and lines that services only the Owner's Unit up to the point where the pipe breaks the plane of the Unit's physical boundary.

9.2.10 **Shower Drain, Pan, Fittings, Faucets, Devices, etc.** The Unit Owner shall maintain, repair and replace all shower drain and shower pans, fittings, faucets, devices, and all components exclusively serving the Unit.

9.2.11 **Appliances, Items, Furniture and Dryer Vents.** The Unit Owner shall maintain, repair and replace all appliances located in the Unit (including but not limited to, ranges, microwaves, stoves, refrigerators, water heaters, washers, dryers, dishwashers, fans and all other appliances and equipment), all built-in shelves, cabinets, counters, storage areas, closets, and all furniture, furnishings and personal property contained within a Unit, and dryer vents to the point of termination (even if exterior to the Unit, and all other facilities or fixtures located or contained entirely within a Unit which serve only that Unit.



**9.2.12 Hurricane Storm Shutters and Protection.** The Unit Owner shall operate, maintain, repair and replace hurricane storm shutters and hurricane protection.

**9.2.13 Upgrades and Additions.** Replacement of all upgrades, improvements or additions, installed by the Unit Owner or the Owner's predecessor in title, shall be the responsibility of the Unit Owner, as shall any screens or frames which the Association must remove in connection with the maintenance and repair of the Building, although the Association may have such screen replacement work performed by its contractor, and the Unit Owner will be responsible for reimbursements as a charge.

**9.3 Promptly Report Need for Repairs to Association.** The Unit Owner and/or resident shall promptly report to the Association any defect or need for repairs for which the Association is responsible and shall not make any alterations, additions thereto, or do any work to a Unit or the Common Elements which would jeopardize the safety or soundness of the building containing the Owner's Unit or impair any easement.

**9.4 Additional Unit Owner Obligations.** In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association's Board of Directors before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not, or the relocation of cabinets or appliances; relocation of utility 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 as determined by the Board. The Unit Owner is also required to obtain the prior written approval of the Board of Directors for any project that affects or could affect the Common Elements, such as electrical or plumbing repairs or changes that could go beyond the perimeter of the Unit. For these jobs, qualified contractors with adequate insurance are required to protect the Association's and other Unit Owner's interests. In all applicable situations, as required by municipal law, the permit process must be followed (structural work must be under the supervision of a Commercially-licensed General Contractor).

**9.5 No Association Liability for Latent Condition of Property.** Notwithstanding the duty of the Association to maintain, replace and repair certain portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance, repair and replacement of the Common Elements, caused by a latent condition of the property that is to be maintained, repaired and replaced by the Association.

**9.6 Non-Disturbance and Incidental Damage.** The Unit Owner shall perform all maintenance, repair and replacement without disturbing the rights of other Unit Owners or the Association. The Unit Owner shall be responsible for promptly repairing any incidental damage the Owner, its agent or contractor, causes to another Unit or to the Common Elements while maintaining, repairing, altering or improving the Owner's Unit or Limited Common Element. Furthermore, the Unit Owner must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act.

**9.7 Failure to Maintain and Repair a Unit.** In the event the Owner of a Unit fails or refuses to properly maintain, repair or replace any portion of the Unit or Limited Common Elements as required by this

Declaration within a reasonable time, the Board of Directors shall have the right to proceed in a court of equity or in arbitration to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorney's fees, including but not limited to attorneys' fees incurred prior to litigation and appellate attorney's fees. Additionally, the Board shall have the right to undertake such maintenance, repair or replacement and assess the Unit Owner and the Unit for the necessary sums to make necessary repairs, improvements or corrections. After reasonable advanced written notice, the Board shall have the right for its contractor, agents or employees to enter a Unit, perform the necessary work and collect the amount due from the Unit Owner. The amount shall be due and payable within thirty (30) days after written notice of the Assessment is provided to the Unit Owner. If such Assessment remains unpaid after said thirty (30) day time period, the Association may proceed to collect such Assessment via a common law lien and/or a suit for money damages.

**9.8 Owner Caused Damage.** Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act, omission, gross negligence or negligence, or by that of any member of his Family or his or their Guests, employees, agents, invitees or lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, 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) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions.

Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in Condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, if such coverages are available. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association, or its designated representative, may enter the Unit(s) without prior notice to the Owner(s) 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 without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for charges.

**9.9 Irrevocable Right of Access to Units.** As more fully provided in Section 718.111(5), Florida Statutes, the Association, its agents, contractors and employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of the Common Elements or any portion of the Unit for which the

Association is responsible, or as necessary to prevent damage to the Common Elements or to a Unit or Units. The Association and its agents, contractors and employees shall have the right on a semi-annual basis to inspect each Unit for maintenance defects that might create safety issues or damage to other Units, or to Common Properties. The Board shall notify each Owner of said inspection at least fourteen (14) days prior to said inspection, so that the Owner, at his option, may be present in person or by authorized representative. The Association shall have the right to access a Unit at any time in the event of an emergency that endangers or appears to endanger the safety of occupants or their property or to provide pest control services to the Unit. In the case of any emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager or managing agent, shall have the right to enter such Unit for the purpose of remediating or abating the cause of said emergency, and such right of entry shall be immediate. To facilitate entry in an event of any such emergency, the Owner of each Unit, as required by the Board of Directors, shall deposit under the control of the Board of Directors of the Association a key to such Unit.

**9.10 Unit Modifications or Alterations.** No Unit Owner may make or permit the making of any improvements, modification or alterations to any portion of his Unit visible from the exterior, or in any manner change the appearance of any portion of the Condominium visible from the exterior, or make any structural change within the Unit interior without first obtaining the written approval of the Board, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" alterations include, but are not limited to: relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing or visible from the exterior. Replacement of cabinetry, appliances, fixtures, etc., with substantially equivalent installation, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above. No Unit Owner may alter the landscaping of the Common Elements in any way without prior Board approval.

The Board may, in appropriate circumstances, require sealed plans from an architect or professional engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take in to account uniformity of appearance, compatibility with architecture in the Park Lane community, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If any Unit Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Units.

**9.11 Additional Unit Owner Responsibility for Alterations and Additions.** The Unit Owner shall be financially responsible for the insurance, maintenance, repair, 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 may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or 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 for charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and re-install said additions, if so determined by the Board of Directors. 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.

**9.12 Combining of Units.** Two abutting Units may, subject to the prior written approval of the Board of Directors, be physically combined in to a dwelling to be used as a "single family" residence. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Board, as a condition of approving the combination of Units, may require sealed plans from an architect or professional engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Unit combination complies with all applicable laws, codes, and ordinances. The Board may further require such professional engineer's or architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances. The Owner (and his successor in title) shall be required to indemnify and hold the Association and Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses. Units which have been combined shall, after combination, be used only as a "single family residence (including rental rights), and may not be used as two living quarters. Units which have been combined shall constitute two Units for purposes of sharing Common Expense, ownership of Common Elements, and voting rights. If Units which have been combined are sold, they shall be sold as a single living quarters, unless specifically approved by the Board to the contrary. If combined Units are to be re-configured into two living spaces, the Board shall have the authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an architect or professional engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Units into two living spaces is done in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Units. Where two Units have been combined, the visual depiction of the Units on the recorded plats may not accurately reflect the actual internal configuration of the Units, however, in no event shall the Unit boundaries change unless approved in accordance with Florida law.

**9.13 Substantial Improvements and Material Alterations to the Common Elements by the Association.** The Association may, by action of the Board of Directors, substantially improve and materially alter the Common Elements or Association Property, provided that no expenditure may be made for any individual substantial improvement or material alteration exceeding ten percent (10%) of the Association's then-existing annual budget (including operating and reserves) without the prior approval of a majority of the Association's eligible voting interests, by action at an Association membership meeting or by written agreement of the voting interests cast in the manner provided in the Bylaws. Expenditures reasonably necessary for maintenance, repair, replacement, preventive maintenance, compliance with a

requirement of the Florida Building Code, governmental authority or the Association's insurance company, or to address a safety or security concern, shall not be considered expenditures for improvements or alterations that require membership approval.

**9.14 No Association Liability for Design or Workmanship Defects.** The Association is not 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 of whether or not same shall have been approved by the Association pursuant to the provisions hereof. The Association is not liable for, or is in any manner the guarantor or insurer of the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) is bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision. As used in this Article, "Association" shall include within its meaning all of the Association's Directors, officers, committee members, and employees.

Without limiting the generality of the foregoing:

(i) It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

(ii) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Sarasota County, and/or any other jurisdiction or the prevention of tortious or criminal activities; and

(iii) Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

(iv) Mold occurs naturally in almost all indoor environments. Mold spores may also enter a Condominium Unit through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof. Therefore, the Association is not responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING

ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT UNIT OWNER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

**10. ASSOCIATION.** The corporation which will be responsible for the operation of the Condominium will be an incorporated corporation known as **PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, herein referred to as the "Association". The Association shall have all of the rights and powers provided by the Condominium Act, the not-for-profit corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

**10.1 Association Membership.** All persons owning a vested present interest in the fee title to any of the Condominium Units, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall automatically be Members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates.

**10.2 Operation of the Association.** All of the affairs and property of the Condominium and of the Association shall be controlled by the Board of Directors of the Association and its officers.

**10.3 Accounting Records.** The Association shall maintain accounting records for the Condominium according to good generally accepted accounting practices and as more fully provided in the Bylaws and Section 718.111(13), Florida Statutes. The Association's accounting records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and written summaries of them may be supplied at least annually to Unit Owners or their authorized representatives or the Association shall advise the Unit Owners that such summaries are available free of charge upon request. The Association's official records shall include all documents listed in Section 718.111(12), Florida Statutes.

**10.4 Hurricane Shutters.** The Association shall adopt, by Board resolution, hurricane shutter specifications for each Condominium building operated by the Association. Such specifications shall include color, style and other factors deemed relevant by the Board and all specifications adopted by the Board shall comply with the Florida Building Code.

**10.5 Pest Control.** At the election of the Board of Directors, the Association may supply pest control services and termite treatment for each Unit as a Common Expense. The Board, in its discretion, may allow an Owner to decline pest control service by the Association, if the Owner employs a licensed pest control company to enter the Unit on a regular basis to perform pest control services; if the Owner provides written evidence to the Association that such services are being performed in the Unit; and if the Owner also allows the Association's pest control service company access to the Unit. Notwithstanding anything stated herein to the contrary, the Association's Board of Directors, in its sole and absolute discretion, may elect to provide the pest control services to any and all Units. The election of an Owner to decline pest control services by the Association shall not reduce the Unit Owner's Assessments, as the

cost of pest control services is part of the Common Expenses. The Association may also elect to supply pest control (bugs, termites, rodents, etc.) to the exterior of a Unit and to the Common Elements.

**10.6 Restraint Upon Assignment of Shares and Assets.** The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Unit.

**11. ASSESSMENTS AND CHARGES.** Assessments against Unit Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the same basis as their percentage of ownership of the entire Condominium as set forth in Article 5.3.

**11.1 Liability for Assessments and Charges.** A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and charges coming due while he/she is the Unit Owner. Except as provided in Article 11.6, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments, fines and charges against the predecessor for his/her share of the charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments, fines or charges 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, fines or charges are made. All payments on account shall be first applied to accrued interest, then to late charges, then to collection costs, then to attorney's fees incurred incident to collection and then to the Assessment payment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Board of Directors may waive or reduce interest, late fees, costs, and its attorney's fees as it deems appropriate; however, the Board of Directors shall not waive or reduce Assessments.

**11.2 Default in Payment of Assessments for Common Expenses.** Assessments and Charges, 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 may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law (currently 18% interest per annum and a 5% or \$25.00 whichever is greater late fee). The Board may accelerate unpaid Assessments in the manner prescribed by law. Any bank transaction fees incurred by a Unit Owner are the responsibility of the Unit Owner. For Owners who are more than ninety (90) days past due with payment of a monetary obligation due to the Association, the Association is also authorized to: suspend the right to use the Common Elements; and suspend the voting rights of the Owner, until the Owner has brought the Owner's account current.

**11.3 Claim of Lien.** The Association has a lien on each Condominium Unit for any unpaid Assessments or charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to community association management firms, incurred by the Association incident to the collection of the Assessment or charge or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Condominium Act, as amended from time to time. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection

expenses, postage, and other costs and expenses reasonably incurred) and may be added to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's 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, manager or other 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 in full, 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 or Charges 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 or charges or without waiving any claim of lien.

**11.4 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. The notice will be given by mailing or delivering 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 Condominium Act, as amended from time to time.

**11.5 Attachment of Rental Income When Account is Delinquent.** Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, when payments of Assessments, fines or charges are ninety (90) days or more delinquent, the Association will, without order of the Court, direct rental income (by written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, charges, fines, fees, late fees, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association will apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

**11.6 First Mortgagee.** The priority of the Association's lien and the obligation for payment of past due Assessments or charges in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Section 718.116, Florida Statutes, as subsequently amended from time to time.

**11.7 Possession of Unit.** Any person who acquires an ownership interest in a Unit, except First Mortgagees through foreclosure of 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 other charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

**11.8 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. The Association shall charge a fee in amount not to exceed the maximum amount allowed by law for providing such a certificate.



**11.9 Lien for Charges.** There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. For example, 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 insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

**11.10 Money Judgment.** In addition to its other remedies provided herein and by the Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Interest shall accrue on all final judgments obtained by the Association at eighteen percent (18%) per annum.

**11.11 Liens Against Common Elements and Contractor Liens.** While the property remains subject to this Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual condominium Units. Labor performed on or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Contractor's Lien Law of the State of Florida against the Unit of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed on or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners are liable for Common Expenses.

**12. MAINTENANCE OF COMMUNITY INTERESTS.** In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions:

### **12.1 Forms of Ownership Permitted.**

**12.1.1 Ownership by Individuals.** No individual may own more than two (2) Units. This rule is instituted upon all proposed future transfers, so that it is met by attrition.

**12.1.2 Co-Ownership.** Co-ownership of Units may be permitted. If the co-owners are other than husband and wife (or a married couple under the laws of their state), the designation of one approved natural person as "**Primary Owner**" is required. Any changes in the Primary Owner shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families and "Fractional Ownership" are prohibited.

**12.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts or Other Artificial Entities.** A Unit may be owned in trust, but may not be owned by a corporation, partnership, limited liability company ("LLC"), or other entity which is not a natural person. This restriction is instituted upon all proposed future transfers, so that it is met by attrition. The approval of a trustee as a

Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Owner." The Primary Owner shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Owner shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any 12-month period. Unit Owners of record as of the adoption of this provision shall be required to designate a "Primary Owner" within thirty (30) days of the effective date hereof, which is the date of recording in the Public Records of Sarasota County, Florida.

**12.1.4 Life Estate.** A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights.

## **12.2 Transfers Subject to Approval.**

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

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

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

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

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

## **12.3 Approval by Association.**

### **12.3.1 Notice to Board of Directors and to Other Unit Owners.**

12.3.1.1 **Sale.** A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the unredacted purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency and/or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; however, the Association shall not be obligated to purchase the Unit if the transfer of the Unit is denied for good cause as set forth in Article 12.4.3 of this Declaration.

12.3.1.2 **Gift, Devise or Inheritance; Other Transfers.** A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board may reasonably require (including that set forth in Article 12.3.1 hereof) and a certified copy of the instrument evidencing the Owner's title.

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

### **12.3.2 Certificate of Approval.**

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

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

12.3.2.3 **Approval of Occupant.** If the Unit Owner or purchaser is a trust, or more than one individual who are not husband and wife, the approval of ownership by multiple persons shall be conditioned upon approval of a Primary Occupant.

**12.4 Disapproval by Board of Directors.** If the Board of Directors shall disapprove a transfer of ownership of a Unit for reasons other than those provided in Article 12.4.3, the matter shall be disposed of in the following manner:

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

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

12.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

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

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

12.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this Declaration, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the Unit Owner.

**12.4.3 Disapproval for Good Cause.** Approval of the Association for title transfers shall be withheld only if a majority of the Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

12.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.

12.4.3.2 The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or any sexual offense of any nature.

12.4.3.3 The person seeking approval (which shall include all proposed occupants) has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts.

12.4.3.4 The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a tenant, or Owner.

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

12.4.3.6 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

12.4.3.7 All Assessments and other charges against the Unit have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made.

**12.5 Transfer Fee.** The Association may charge a processing fee for the approval of transfers of title (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.) and leases. The fee may not exceed the maximum permitted by law per transaction (currently \$100). The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Unit. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

**12.6 Unauthorized Transactions.** Any sale or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. 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.

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

**13.1 Common Elements.** Expenses incurred in the operation, maintenance, preventative maintenance, repair, replacement or protection of the Common Elements, including taxes thereon, Association Property and those portions of the Condominium Units the Association is obligated by this Declaration to maintain, repair and replace.

**13.2 Declared.** Expenses declared Common Expenses by provisions of the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws and any valid charge against the Condominium Property as a whole.

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

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

**13.5 Utility Services.** Costs of electricity, gas, water, air conditioning, refuse and sewage disposal and other utilities, which are not separately metered to the individual Condominium Units.

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

**13.7 Alterations and Improvements.** The costs of material alterations or substantial improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the Common Elements for the benefit of all the Members upon the vote required by the Declaration.

**13.8 Repair of Damages.** The costs of repair of damages to the Condominium Property caused by casualty in excess of insurance coverage.

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

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

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

**13.12 Communication Services.** The cost of communication services as defined in Chapter 202, Florida Statutes and basic cable expense, unless the provider of such services bills the Unit Owners directly, but only if so elected by the Board of Directors. The Board may elect from time to time to provide such communication services and basic cable expenses to all Units as a Common Expense.

**13.13 Miscellaneous Costs and Expenses.** All other expenses that may be duly incurred by the Association, through its Board of Directors, from time to time in carrying out its duties and responsibilities as provided by the Condominium Act, the Not-For-Profit Corporation Act, this Declaration, the Articles of Incorporation or the Bylaws.

**14. INSURANCE.** The insurance, other than title insurance, that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

**14.1 Authority to Purchase; Named Insured.** All insurance policies upon the Condominium Property shall be purchased by the Association. The name insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their respective mortgagees.

**14.2 Coverage.**

**14.2.1 Casualty.** All insurable improvements upon the Condominium Property as originally installed, or replacements of like kind and quality, shall be insured in an amount equal to the replacement cost, excluding foundation and excavation costs; and less a commercially reasonable deductible. "Insurable improvements" shall mean all portions of the Condominium Property or Association Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications and all alternations or additions made by the Association pursuant to Section 718.111(11), Florida Statutes, as amended from time to time. The term "insurable improvements" shall in all cases exclude all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, build-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing. Such coverage shall afford protection against the following:

(i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to vandalism and malicious mischief.

**14.2.2 Public Liability.** In such amounts and with such coverage as shall be required by the Board of the Association, and with cross-liability endorsement to cover liabilities of the Unit Owners jointly and severally and the Association.

14.2.3 **Worker's Compensation.** Worker's compensation policy to meet the requirements of Florida law.

14.2.4 **Other Insurance.** Other insurance deemed necessary or desirable by the Board from time to time.

14.2.5 **Owner's Insurance.** Each Unit Owner is required to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection (if these coverages are available), or recognize that he or she bears financial responsibility for any damage to his or property and liability to others that would otherwise be covered by such insurance. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the Owner's Unit, as the Owner may deem appropriate. Damages caused to another Unit or Common Elements due to negligence or actions of a Unit Owner or occupant will be the financial responsibility of the Owner.

**14.3 Premiums and Deductibles.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. The Board shall establish the amount of the deductible under the insurance policies, and other features, as the Board deems desirable and financially expedient, in the exercise of its business judgment.

**14.4 Shares of Proceeds.** The Board shall receive such insurance proceeds as are paid and hold such proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

14.4.1 **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 such Owner's Unit.

14.4.2 **Limited Common Elements.** Proceeds on account of damage to Limited Common Elements—an undivided share for each Unit Owner, such share being the same as the undivided share in the Limited Common Elements appurtenant to such Owner's Unit.

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

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

(ii) **When the Building is not to be restored** – An undivided share for each Unit Owner in such Building, such share being proportionate to such Owner's undivided share in the common elements appurtenant to such Owner's Unit as such share relates to said Building and as determined in accordance with such proportions by the Association.

14.4.4 **Mortgagees.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner as such Owner's interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged



property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

**14.5 Distribution of Proceeds.** Proceeds of insurance policies shall be distributed to or for the benefit of the beneficial Owners in the following manner:

**14.5.1 Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such repairs or reconstruction as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the mortgagees being of any mortgagee of a Unit and may be enforced by such mortgagee.

**14.5.2 Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which 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 mortgagees 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.

**14.6 Association as Agent.** The Association is irrevocably appointed as the agent for each Unit and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

**14.7 Exclude Personal Property.** Any property insurance policy issued to protect the Condominium shall exclude personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing. Unit Owners are responsible for insurance (if desired) of air conditioner compressors which are individually owned, even though they are located in Common Elements. The Unit Owner shall also be responsible to insure all alterations, modification or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

## **15. RECONSTRUCTION AFTER CASUALTY.**

### **15.1 Determination to Reconstruct or Repair.**

**15.1.1 Common Element and Limited Common Element:** If the damaged improvement is a Common Element or a Limited Common Element, the damaged property shall be reconstructed or repaired unless at least seventy-five percent (75%) of the entire membership in the Association agree that it shall not be reconstructed or repaired, or it is determined in the manner elsewhere provided that the Condominium shall be terminated.

### **15.1.2 Condominium Building.**

(i) **Lesser Damage.** If fifty percent (50%) or more of the Units in the damaged building are found by the Association to be tenantable, the damaged property shall be reconstructed or

repaired unless within one hundred twenty (120) days after the casualty, it is determined by agreements in the manner elsewhere provided that the Condominium shall be terminated.

(ii) **Major Damage.** If more than fifty percent (50%) of the damaged building is found by the Board to be not tenantable, then the damaged property will be reconstructed or repaired unless within one hundred twenty (120) days after the casualty, it is determined by agreements in the manner elsewhere provided that the Condominium shall be terminated. In the event of such termination, the Owners so affected shall, at the election of the Association, convey their remaining interest in the Condominium either to the Association or to the remaining Owners in the Condominium.

**15.2 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original Building including any Code-required changes, or if not, according to plans and specifications approved by the Board of Directors and approved by not less than seventy-five percent (75%) of the Unit Owners.

**15.3 Responsibility.** If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

**15.5 Assessments.** If the proceeds of insurance are not sufficient to defray the estimated or actual costs of reconstruction and repair by the Association (for Common Elements and Limited Common Elements), or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the costs of reconstruction and repair of their respective Units. Such assessments to Limited Common Elements and Common Elements shall be in proportion to the Owner's share in the Common Elements.

**15.6 Construction Funds.** The proceeds of insurance collected on account of a casualty, and the sums deposited by the Association 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 construction and repair in the following manner and order:

**15.6.1 Association.** The amount of the estimated costs of construction and repair that is the responsibility of the Association shall be disbursed in payment of such costs upon the order of the Association Board.

**15.6.2 Unit Owner.** That portion of insurance proceeds representing damage to property, the reconstruction or repair of which is the responsibility of a Unit Owner, shall be disbursed to that Unit Owner, or if there is a mortgagee endorsement as to that Unit, then to the Unit Owner and the mortgagee, jointly, who may use such proceeds as they may be advised.

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

**15.7 Automatic Amendment.** This Article 14 shall be deemed to be automatically amended as necessary to be consistent with the provisions of Section 718.111(11), Florida Statutes, as it currently exists and as it may be subsequently amended from time to time in the future.

**16. RESTRICTIONS UPON USE.** Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these use restrictions shall be for the benefit of and enforceable by all Owners of Units in this Condominium and the Association. These use restrictions may be enforced as follows: (a) violations should be promptly reported to the Board of Directors, in writing; (b) violations will be called to the attention of the violating Unit Owner, and the Owner's tenant, guest, invitee or licensee, if applicable, by the Board of Directors or its agent; (c) any disagreements concerning violations will be presented to the Board of Directors for a determination, in its sole and absolute discretion, as to whether a violation exists, and (d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and tenants with the Declaration, the Bylaws and the Rules and Regulations of the Association.

**16.1 Occupancy of Units; Single-Family Residence.** A Condominium Unit shall be used only as a private single-family residence. Units may not be used for commercial or business purposes. Owners (and their family members and tenants) may use Units for incidental "home office" or "telecommuting" purposes, provided that such uses are confined solely within the Unit; cannot be seen, heard or smelled by other residents of the Condominium; do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, or the storage of equipment, products, or materials in the Condominium; nor more than two regular deliveries per day of a package, box or similar items from UPS, FedEx or other delivery services. No Unit may be divided or subdivided into a smaller Unit nor any portion separately sold or otherwise transferred.

**16.2 Common Elements.** The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the Units. The Common Elements shall not be used in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

**16.3 Leasing.**

**16.3.1 Lease Term and Occupancy.** No Unit may be rented without the Unit Owner providing the Association at least ten (10) days' advance written notice and only after obtaining the written approval of the Association's Board of Directors or agent. No Unit shall be leased or rented for a term of less than ninety (90) continuous days, and no more than three (3) such leases shall be permitted in any one (1) calendar year. No individual rooms in a Unit may be rented. "Rent-sharing," assignment and subleasing are prohibited. The Association's Board of Directors may refuse/prohibit re-leasing to a tenant who has violated the Condominium Documents, caused problems, did not show proper respect for property or other occupants, etc. No more than two (2) persons at one time shall reside in a studio or one-bedroom

Unit. No more than three (3) persons shall reside in a two-bedroom Unit. No more than two guests shall reside in a Unit for more than one (1) month. Loaning of Units shall be regulated by Board-adopted Rules

16.3.2 **Board Right of Approval.** No Unit Owner shall lease a Unit or convey any interest therein by lease without first obtaining the prior written approval of the Board of Directors. The Board of Directors shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed Unit occupants as the Board deems appropriate under the circumstances. The Unit Owner shall pay an application fee of fifty dollars (\$50) per applicant or the maximum amount allowed by Florida law. The Board may delegate its authority to a committee or agent of the Association.

16.3.3 **Tenant Conduct, Remedies.** If a tenant fails or refuses or fails to abide by the Condominium Documents, the Unit Owners(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails or refuses to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as the irrevocable agent of the Unit Owner to undertake whatever action is necessary to abate the tenant's noncompliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien on the Unit in the same manner as Assessments for Common Expenses.

16.3.4 **Use of Common Elements During Tenancy.** When a Unit is occupied by a tenant or guest, in the absence of an Owner of the Unit, the Owner(s) of the Unit may not use the Common Elements, but during that time the Common Elements may only be used by the occupants of the Unit, and guests in the presence of an occupant of the Unit. Nothing in this Article shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes.

16.3.5 **Use of Parking Space.** A lease of a Unit shall include any parking space, if assigned to the Unit and no parking space may be leased separate from the Unit to which it is assigned. However, an assignment of a parking space may be used by another Owner/Tenant with the Owner's prior permission.

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

16.3.7 **Application of Rents.** All rents collected by the Association from a tenant or Owner from this assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to the delinquent assessment until all funds owed the Association are paid in full. Any funds that may be

collected by Association in excess of Unit Owner's obligation shall be remitted to the Unit Owner by the Association within a reasonable amount of time.

**16.3.8 Association as Agent.** Each Owner assigns to the Association the right to take legal action against any tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit Owner under applicable landlord/tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes. This Article 16.3 shall not apply to the Association if it owns a Unit.

**16.4 Nuisance.** The Condominium Property 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, or which will increase insurance rates. The occupants shall not permit any activities that cause loud and objectionable noises, offensive odors or fumes or any hazard to health. The question of objectionability shall be entirely within the discretion of the Board of Directors of the Association. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be used in accordance with all federal, state and local laws and ordinances.

**16.5 Rules.** Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association's Board of Directors as provided in Condominium Documents. Upon request, the Association shall furnish copies of the Rules and Regulations to all Unit Owners, tenants and residents of the Condominium.

**16.6 Signs.** No "For Rent", "For Sale" or other signs of any nature shall be displayed or installed, affixed, placed or exposed to view on the Condominium Property. This Article 16.6 shall not apply to the Association.

**16.7 Exterior Alteration.** No person shall paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface, plant any plantings outside of a Unit, erect any exterior lights or signs, place any signs in windows, erect or attach any structures or fixtures within the Common Elements, nor make any structural additions or alterations (except the erection or removal of nonsupport carrying interior partitions wholly within the Unit) to any Unit or to the Common Elements, without the prior written consent of the Association Board of Directors. An Owner may fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls of a Unit provided they may be removed without substantial damage to the wall structure.

**16.8 Loud Noises.** In order to ensure the peaceful enjoyment of Unit ownership and promote a congenial community, radios, stereos and television sets should be turned down to a reasonable volume at all times so that any sounds emanating therefrom shall not be heard outside of a Unit. All other unnecessary noises should be avoided at any time.

**16.9 Abide by Documents and Rules.** No person shall fail or refuse to conform to and abide by the Declaration, Articles of Incorporation, Bylaws and the uniform Rules and Regulations which may be adopted from time to time by the Board of Directors.

**16.10 Rubbish, Refuse and Garbage.** No person shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore. Each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition.

**16.11 Fire or Health Hazard.** No person shall allow any fire or health hazard to exist in a Unit or on the Common Elements. Door mats are strictly prohibited.

**16.12 Aerials, Antennae and Satellite Dishes.** The erection or installation of any satellite dish, aerial, mast or antenna on the Common Elements is prohibited.

**16.13 Hurricane Preparation.** Each Unit Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to departure by removing all furniture from outside the Owner's Unit and designating a responsible person or firm to care for his or her Unit during the absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the Association with the name and contact information of such firm or individual. No Unit Owner shall install hurricane or storm shutters without the prior written approval of the Board of Directors. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Directors shall have the right to adopt additional rules regarding hurricane shutters, or other code compliant hurricane protection, including but not limited to, rules regarding design, color, location and use thereof. The installation, replacement and maintenance of such hurricane protection in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

**16.14 Animals.** No animals are permitted in a Unit other than birds or fish.

**16.15 Fungus, Mold and Mildew.** Unless otherwise provided by law and regardless of the cause, the Unit Owner shall promptly remediate and remove all fungus, mold, and mildew located in or on the Owner's Unit or Limited Common Elements appurtenant to the Owner's Unit. The Unit Owner is responsible for eliminating the source of the moisture unless the moisture is caused by a defect in the Common Elements (such as a roof leak or common element pipe back-up). The Unit Owner is responsible for sanitizing the parts of the Unit or its fixtures, cabinets, air conditioning equipment and ducts, built-ins, furniture, flooring, baseboards, drywall, personal property, clothing, etc., damaged by the moisture, fungus, mold or mildew. All affected areas and materials not readily sanitized (such as wood, drywall, and other porous organic material or substrates) must be promptly removed and replaced by the Unit Owner.

## **17. METHOD OF AMENDMENT OF DECLARATION.**

**17.1 Proposal of Amendments.** An amendment to the Declaration may be proposed by either the Board of Directors or by five percent (5%) of the Members of the Association.

**17.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the

proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER \_\_\_\_ FOR PRESENT TEXT."

**17.3 Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

**17.4 Adoption of Amendments.** A resolution for the adoption of the proposed amendment may be adopted by a vote of not less than seventy-five percent (75%) of the membership of the Board of Directors, and by not less than a majority (51%) of the eligible membership of the Association. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association upon Board approval, without need for Association membership vote.

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

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

**17.7 Proviso.** Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

**17.8 Execution and Recording.** A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President and attested to by the Secretary or Assistant Secretary, with the formality of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Official Records of Sarasota County, Florida.

**17.9 Scrivener's Error.** The provisions of this Article 17 to the contrary notwithstanding, if it shall appear that through scrivener's error, all of the Common Expenses or interest in the Common Surplus, or all of the Common Elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of Common Elements which have been distributed, or the shares of the Common Expenses, or ownership of Common Surplus fails to equal one hundred percent (100%); or, if it shall appear that through such error more than one hundred percent (100%) of the Common Elements or Common Expenses, or ownership of the Common Surplus shall have been distributed; or, if it shall appear that through scrivener's error a Unit has not been designated an appropriate undivided share of the Common Elements, Common Expenses, or Common Surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by law to establish the Condominium, the Association may correct the error and/or omission by an amendment to this Declaration and/or the other documents by simple resolution of the Board of Directors approved by a majority of the

whole number of directors, or by a majority vote of the Unit Owners present and voting at a membership meeting called at least in part for that purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this paragraph, materially adversely affects property rights of Unit Owners, the Unit Owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to be effective. For the purpose of this paragraph, no Unit Owner's property rights shall be deemed to be materially adversely affected nor shall his or her share of the Common Elements, Common Expenses or Common Surplus be deemed modified for reason of the modification of the shares of Common Expenses, Common Elements or Common Surplus appurtenant or attributable to another Unit. Such amendment shall, if passed and approved, be evidenced in the Official Records of Sarasota County, Florida in the same manner as amendments set forth above.

**18. TERMINATION.** The condominium form of ownership may be terminated at any time by a vote of seventy-five percent (75%) of the voting rights of all voting-eligible Unit Owners in this Condominium, by an instrument to that effect signed by the President or Vice-President and Secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. The Association shall endeavor to sell the Condominium Property, and shall hold the proceeds of sale in trust for the benefit of the Unit Owners and mortgagees. In the event that termination occurs after a casualty, loss or condemnation, the insurance or condemnation proceeds shall be combined with the proceeds of sale of the Condominium Property or what remains of it. After providing for all necessary costs and expenses, including court costs and reasonable attorneys' fees in the event litigation or the services of an attorney are necessary to complete the termination and sale, the Unit Owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any Common Surplus of the Condominium, in the undivided shares hereinafter described as "Termination Shares", and not in the same proportions as the ownership of Common Elements and Common Expenses. Each Unit's "Termination Share" shall be a fraction, the numerator of which shall be the then most recent assessed valuation of the Unit as determined by the Sarasota County Tax Assessor prior to the vote of termination, and the denominator of which shall be the then most recent valuation of all Units in this Condominium prior to the termination, as determined by the said Sarasota County Tax Assessor. No amendment to this Declaration may change the "Termination Share" attributable to a Unit without the written consent of the Unit Owner of that Unit.

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

**20. COVENANTS RUNNING WITH THE LAND.** The provisions of this Declaration, the Articles of Incorporation, the Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein binding upon each and all of the Unit Owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations thereunder. The Association and each Unit Owner are hereby empowered to enforce this Declaration, the Bylaws, and the Rules and Regulations of the Association by such means as are provided by the laws of the State of Florida.



## 21. MISCELLANEOUS PROVISIONS.

**21.1 Duty to Comply; Right to Sue.** Each Unit Owner, his tenants, family members, guests and invitees, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, 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:

(1) The Association;

(2) A Unit Owner; or

(3) Anyone who occupies a Unit as a family member, tenant or a guest in a Unit, of Unit Owner. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents committed by their family members, tenants or guests.

**21.2 Conflict.** In the event of a conflict, the Condominium Documents shall govern in the following descending order: (1) the Declaration; (2) the Articles of Incorporation; (3) the Bylaws; and (4) the Rules and Regulations of the Association.

**21.3 Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

**21.4 Interpretation.** The Board of Directors is responsible for interpreting the provisions of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. The Board's interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

**21.5 Captions.** The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

**21.6 Florida Statutes.** Any reference to a statute herein, including, but not limited to, the Condominium Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include all future amendments from time to time.

**21.7 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.

**21.8 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.

**21.9 Waiver.** The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

**21.10 Attorney's Fees.** In any legal proceeding arising out of an alleged failure or refusal of a Unit Owner, tenant, guest, or invitee 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 and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance 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, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Act or the Condominium Documents. Said costs and attorney's fees shall be secured by a lien for charges, as provided herein.

# PARK LANE, A CONDOMINIUM

CONDOMINIUM BOOK 13  
PAGE 36  
SHEET 1 OF 3

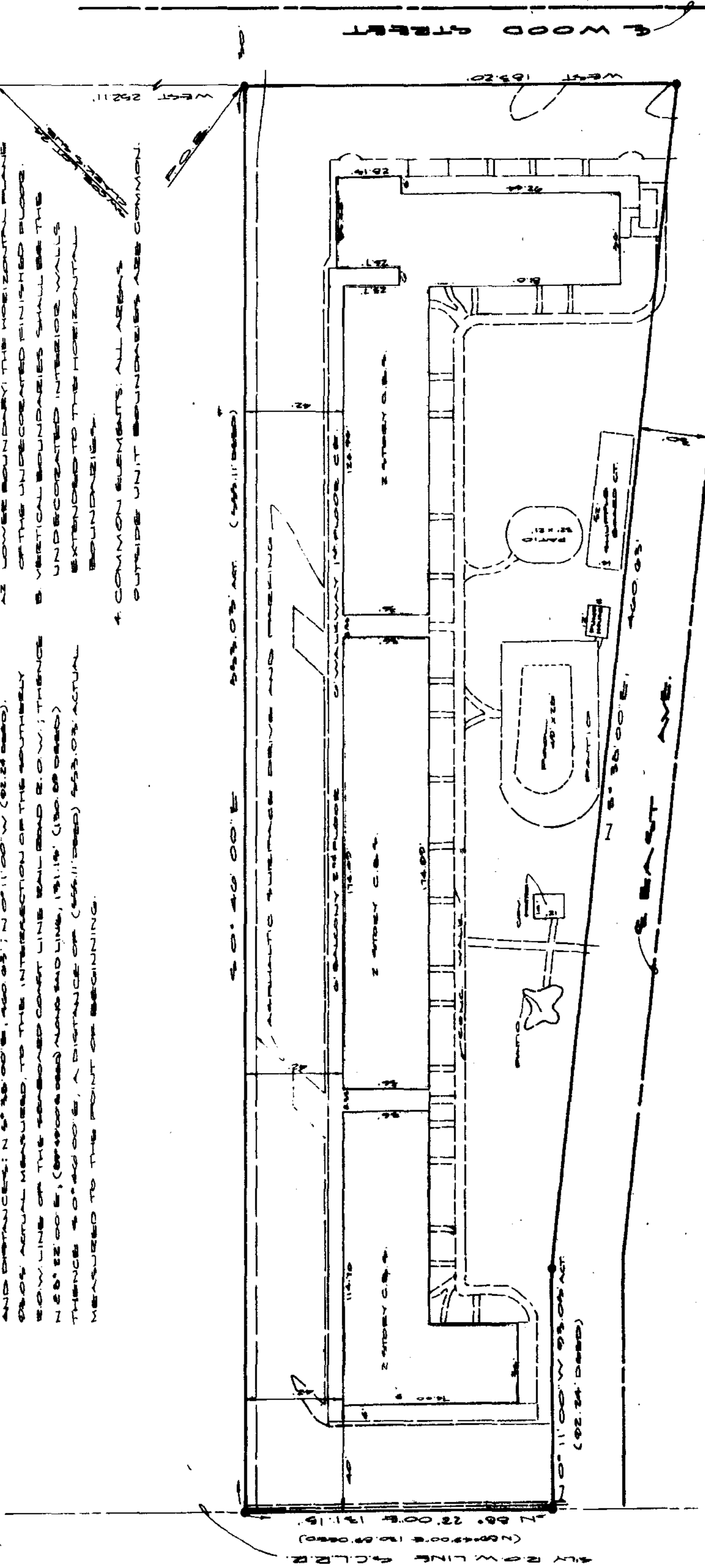
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### DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF LOT 24, CLARK'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 18. PUBLIC RECORDS OF HARRISON COUNTY, FLORIDA; THENCE WEST, ALONG THE NORTHERLY B.C.W. LINE OF WOOD STREET (60.00' WIDE), A DISTANCE OF 292.11' TO THE POINT OF BEGINNING; THENCE CONTINUE WEST, 183.20' TO THE INTERSECTION OF THE SOUTHERLY B.C.W. LINE OF SPRINGVILLE; THENCE ALONG SAID SOUTHERLY B.C.W. LINE, THE FOLLOWING CALLS AND DISTANCES: N 5° 35' 00" E, 460.03'; N 0° 11' 00" W (02.24' DEED), 23.04' ACTUAL MEASURED, TO THE INTERSECTION OF THE SOUTHERLY B.C.W. LINE OF THE SOUTHERLY CORNER LINE EAST ROAD 21.00' W; THENCE N 88° 22' 00" E, (02.24' DEED) ALONG SAID LINE, 181.18' (180.00' DEED); THENCE S 0° 45' 00" E, A DISTANCE OF (02.24' DEED) 453.03' ACTUAL MEASURED TO THE POINT OF BEGINNING.

### NOTES

1. BEARINGS SHOWN REFER TO AN ASSUMED MERIDIAN
2. ELEVATIONS SHOWN REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929
3. UNIT BOUNDARIES:  
A. HORIZONTAL BOUNDARIES:  
a. UPPER BOUNDARY: THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED CEILING.  
b. LOWER BOUNDARY: THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED FLOOR.  
c. VERTICAL BOUNDARIES SHALL BE THE UNDECORATED INTERIOR WALLS EXTENDED TO THE HORIZONTAL BOUNDARIES.
4. COMMON ELEMENTS: ALL AREAS OUTSIDE UNIT BOUNDARIES ARE COMMON.



### SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE EXHIBIT TOGETHER WITH THE PROVISIONS OF THE DECLARATION PERTAINING TO THIS CONDOMINIUM PROPERTY IS A TRUE AND CORRECT REPRESENTATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, OF THE LOCATION OF THE IMPROVEMENTS IN WHICH THE UNITS ARE LOCATED AND THAT THE LOCATION, DIMENSIONS AND IDENTIFICATION OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS, AND THAT THE IMPROVEMENTS ARE SUBSTANTIALLY COMPLETE. CALVIN J. REED, P.L.S. # 2914  
DATE OF SURVEY: Sept 10, 2019

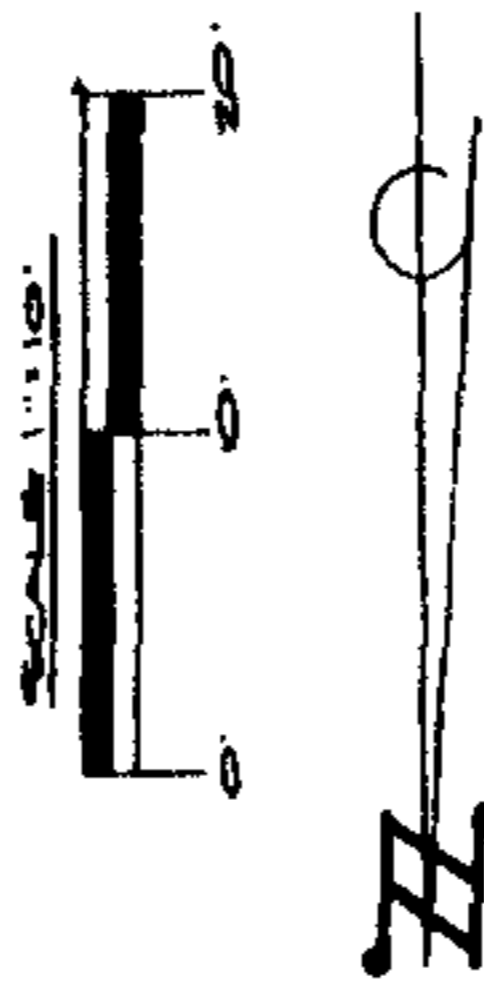
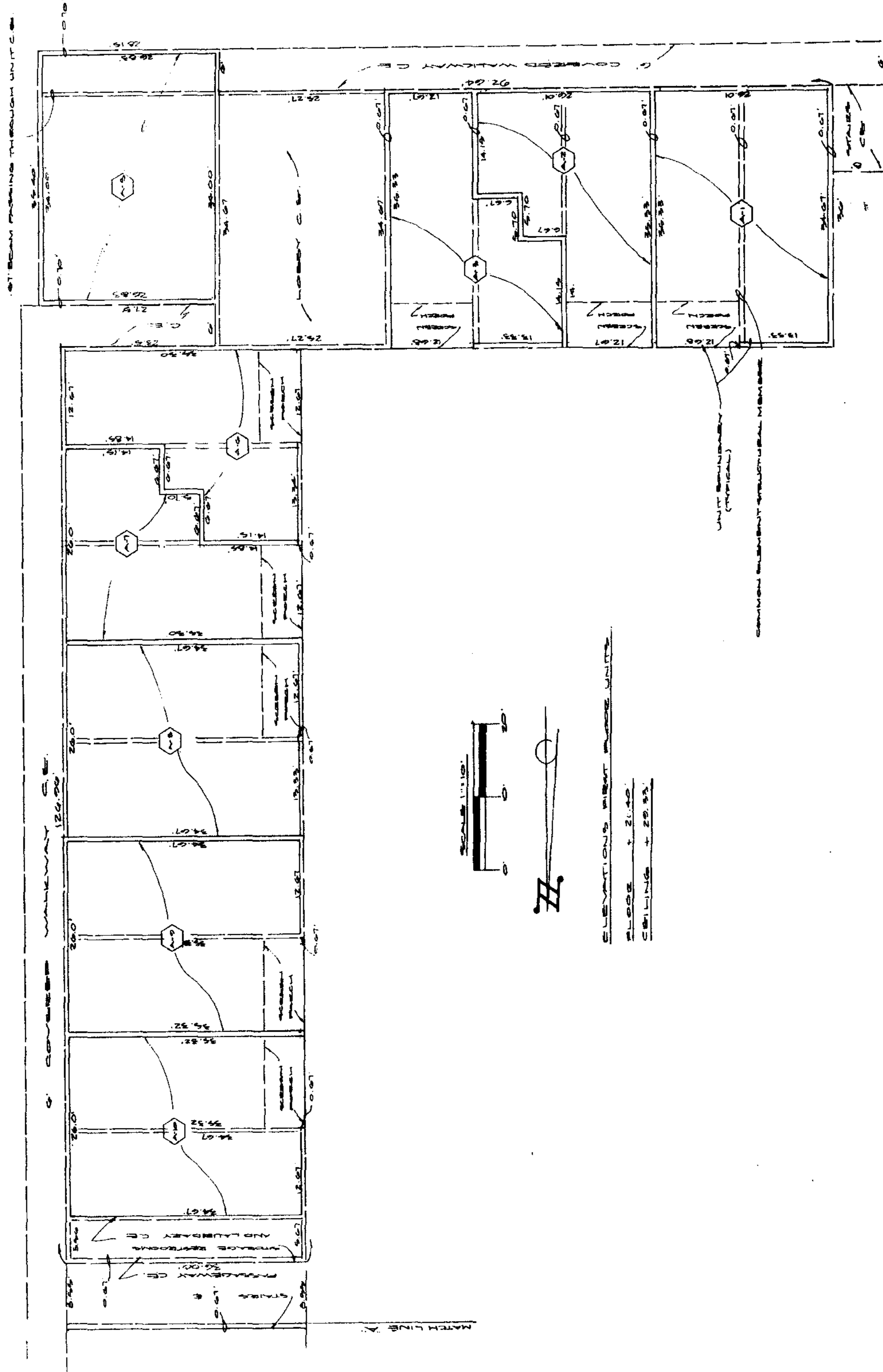
CALVIN J. REED  
PROFESSIONAL LAND SURVEYOR  
SUITE 7  
2138 GOLF GATE DRIVE  
SARASOTA, FLA. 34231

57 200 140

# PARK LANE, A CONDOMINIUM

FIRST FLOOR UNITS, A-1-A-10

CONDO BOOK 13  
PAGE 36A  
SHEET 2 OF 5



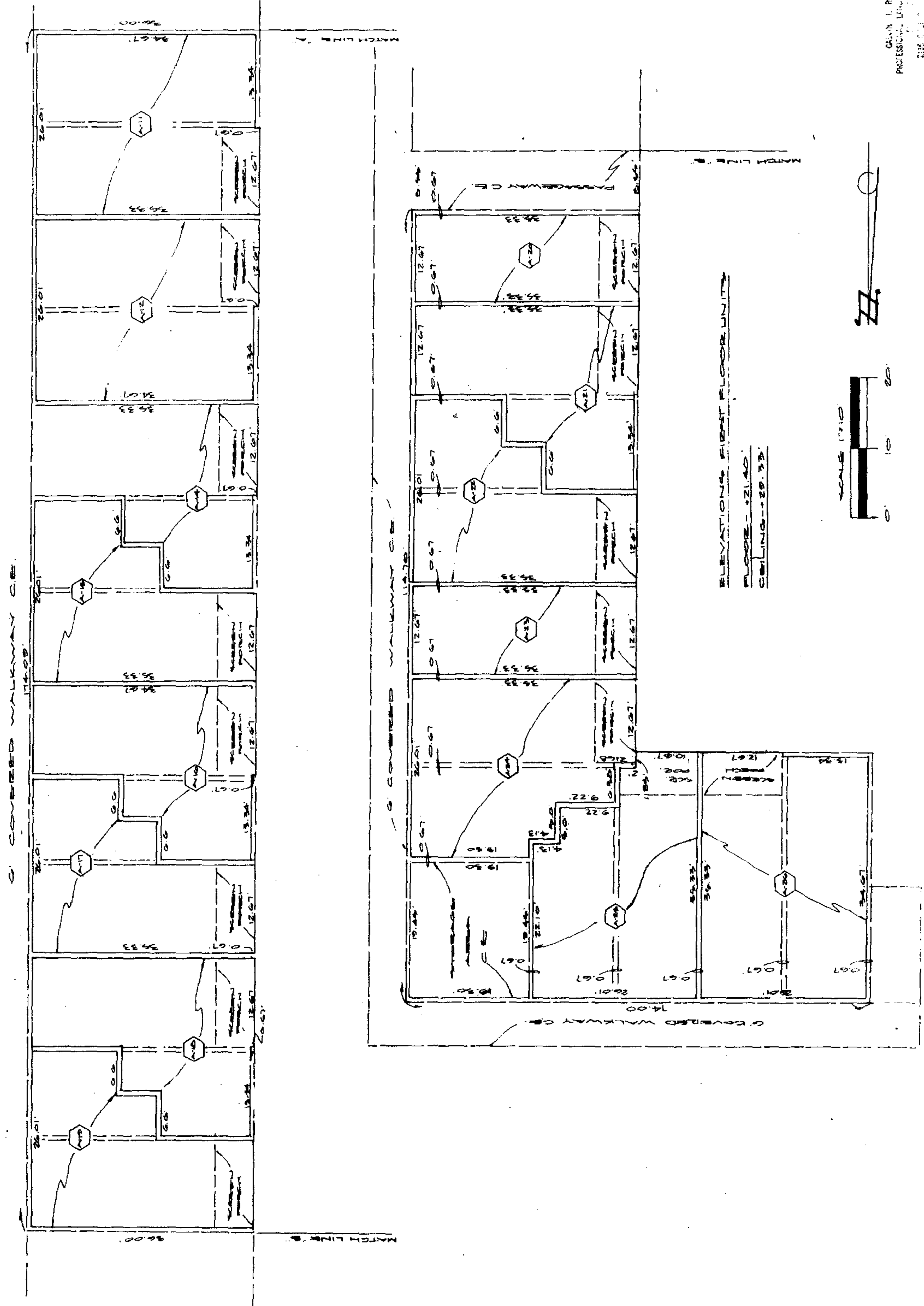
ELEVATIONS WITH ABOVE UNITS  
FLOOR + 2.10  
CEILING + 20.00

CALVIN J. BEED  
PROFESSIONAL LAND SURVEYOR  
SUITE 300  
2128 GULF BAY DRIVE  
BRANDTOWN, FLA 33508

# PARK LANE, A CONDOMINIUM

CONDO. BOOK 13  
PAGE 388  
SHEET 3 OF 5

## FIRST FLOOR UNITS, A-11 - A-26

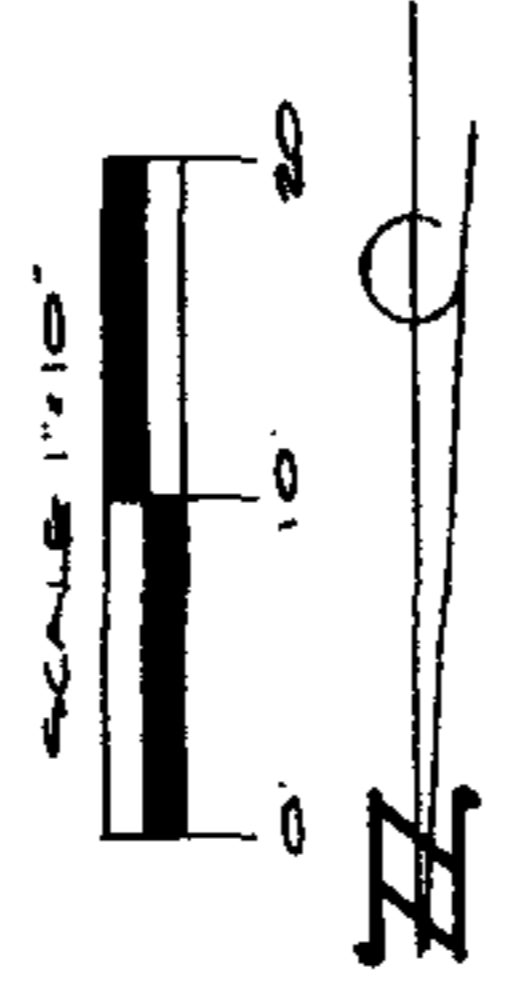
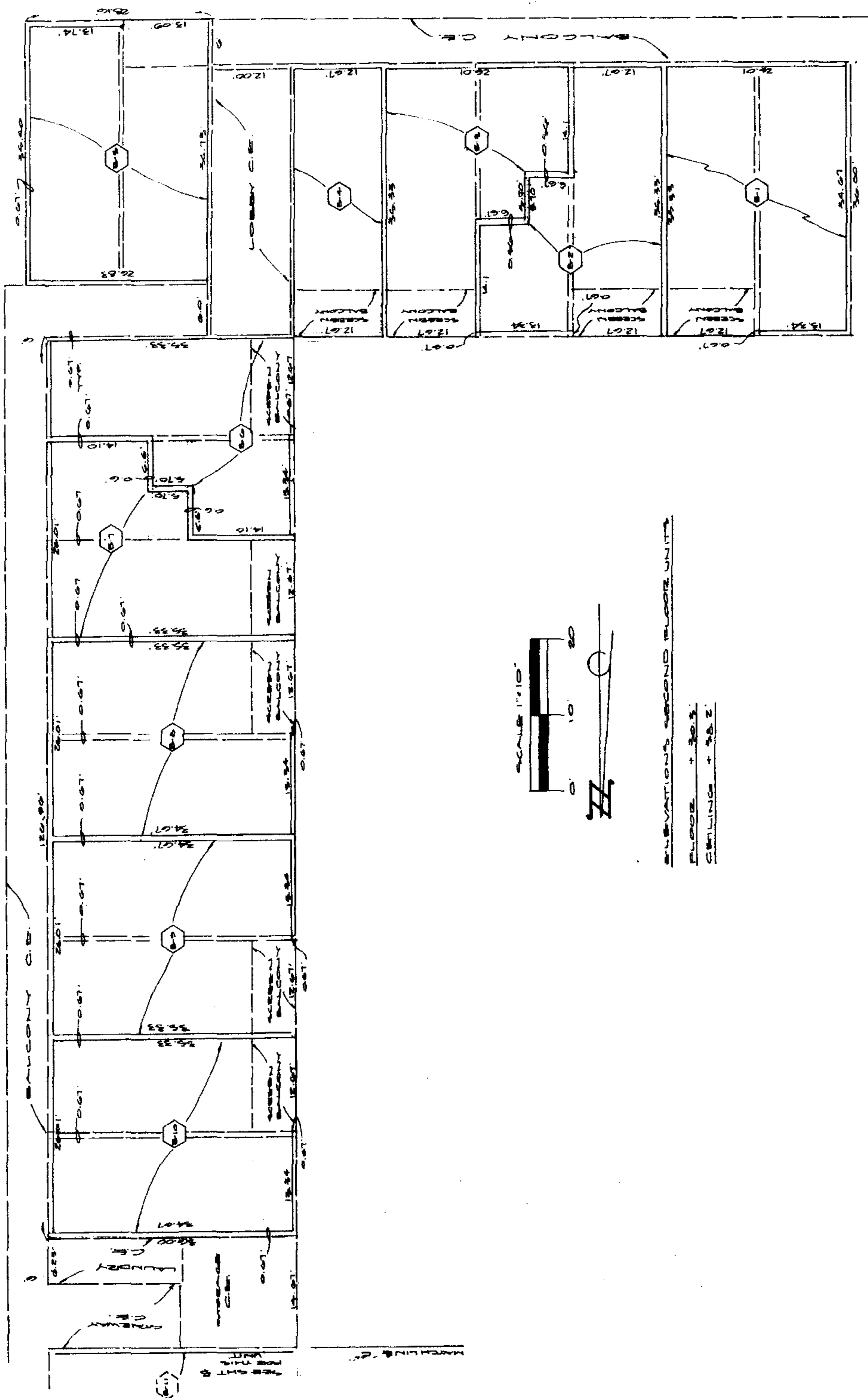


CHUN I. REED  
PROFESSIONAL ENGINEER - SURVEYOR  
REGISTERED IN THE STATE OF CALIFORNIA  
NO. 41117

# PARK LANE, A CONDOMINIUM

SECOND FLOOR UNITS, B1 - B10

CONDO. BOOK 13  
PAGE 360  
SHEET 4 OF 5



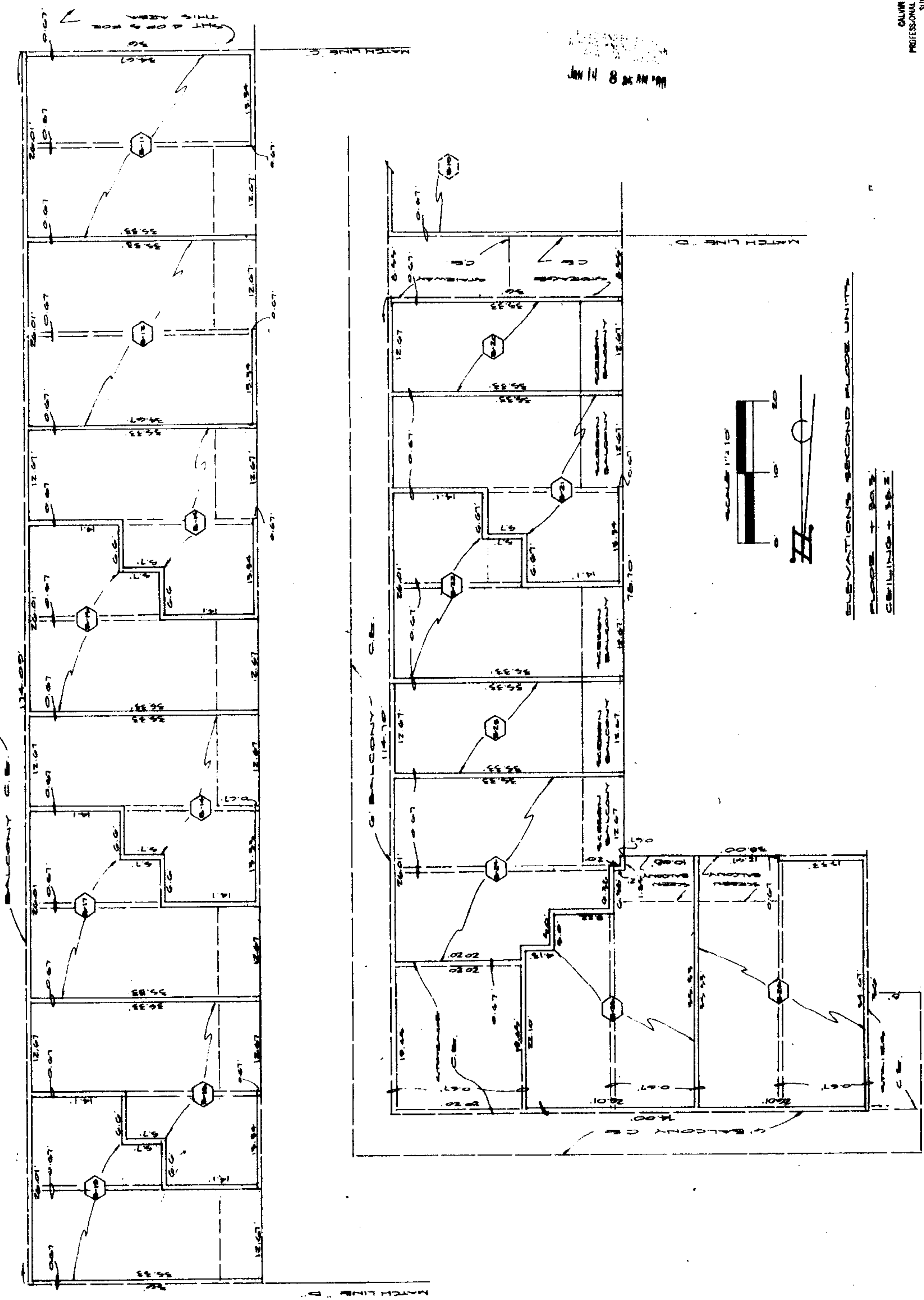
ELEVATIONS, SECOND FLOOR UNITS  
FLOOR + 30.3  
CEILING + 30.2

WALTON J. REED  
PROFESSIONAL LAND SURVEYOR  
SUITE 7  
2136 GULF BAY DRIVE  
SARASOTA, FLA. 34231

# PARK LANE, A CONDOMINIUM

SECOND FLOOR UNITS, B-11 - B-26

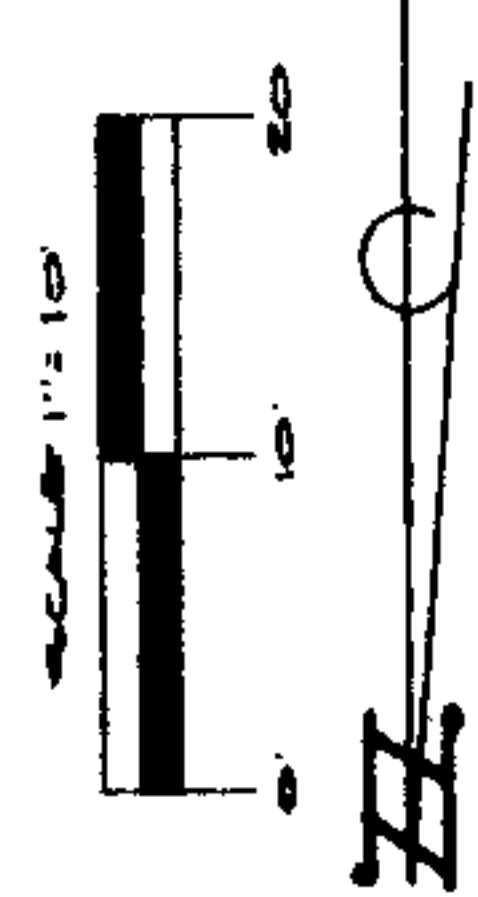
CONDO BOOK 13  
PAGE 362  
SHEET 5 OF 5



305544

APR 14 8 24 AM '98

CALVIN J. REED  
PROFESSIONAL LAND SURVEYOR  
SITE 7  
2135 GOLF GATE DRIVE  
SARASOTA, FLA. 34230



ELEVATIONS SECOND FLOOR UNITS  
FLOOR + 0.00'  
CEILING + 8.00'

**PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Description</u></b>	<b><u>Page No.</u></b>
1.	<b>NAME OF CORPORATION AND PRINCIPAL ADDRESS</b> .....	1
2.	<b>PURPOSE</b> .....	1
	2.1 Purpose .....	1
	2.2 Distribution of Income .....	1
3.	<b>POWERS</b> .....	1
	3.1 Common Law and Statutory Powers.....	1
	3.2 Specific Powers .....	1
	3.3 Emergency Powers.....	2
	3.4 Assets Held in Trust.....	4
	3.5 Limitation on Exercise of Powers .....	5
4.	<b>MEMBERS</b> .....	5
	4.1 Members.....	5
	4.2 Change of Membership.....	5
	4.3 Limitation on Transfer of Shares of Assets .....	5
	4.4 Vote .....	5
5.	<b>BOARD OF DIRECTORS</b> .....	5
	5.1 Board of Directors .....	5
	5.2 Election of Directors.....	5
6.	<b>OFFICERS</b> .....	6
7.	<b>INDEMNIFICATION OF OFFICERS AND DIRECTORS</b> .....	6
	7.1 Indemnity .....	6
	7.2 Defense .....	6
	7.3 Advances .....	6
	7.4 Miscellaneous .....	6
	7.5 Insurance .....	7
8.	<b>BYLAWS</b> .....	7
9.	<b>AMENDMENTS</b> .....	7
	9.1 Proposal.....	7
	9.2 Adoption.....	7
	9.3 Limitation on Amendments.....	7



	9.4 Automatic Amendment.....	7
	9.5 Certification.....	7
<b>10.</b>	<b>TERM.....</b>	<b>8</b>
<b>11.</b>	<b>SUBSCRIBERS.....</b>	<b>8</b>
<b>12.</b>	<b>MISCELLANEOUS.....</b>	<b>8</b>
	12.1 Conflicts.....	8
	12.2 Gender.....	8
	12.3 Severability.....	8
	12.4 Definitions and Interpretation.....	8
<b>13.</b>	<b>REGISTERED OFFICE AND AGENT.....</b>	<b>8</b>

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.**

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

The Members of **PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.**, formerly known as Wood Street Condominium Association, Inc., located in Sarasota County, Florida, adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Office of Secretary of State on November 14, 1979. The original Declaration of Condominium of **PARK LANE, A CONDOMINIUM**, was recorded at Official Records Book 1350, Page 0396 et seq. of the Public Records of Sarasota County, Florida.

**1. NAME OF CORPORATION AND PRINCIPAL ADDRESS.** The name of the corporation is **PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.** (herein, the "Association"), formerly known as Wood Street Condominium Association, Inc. The street address of the principal office of the Association is 2155 Wood Street, Sarasota, Florida 34237. The Association's Board of Directors may change the location of the principal office from time to time.

**2. PURPOSE.**

**2.1 Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (herein, the "Condominium Act"), for the operation of **PARK LANE, A CONDOMINIUM**, located in Sarasota County, Florida.

**2.2 Distribution of Income.** The Association shall make no distribution of income to its Members, Directors or officers.

**3. POWERS.**

**3.1 Common Law and Statutory Powers.** The Association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Association Bylaws, the Declaration of Condominium or the Condominium Act.

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

3.2.1 To make, amend and collect annual and special assessments against Members as Unit Owners to defray the Common Expenses and losses of the Association.

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

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

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

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

3.2.6 To make and amend reasonable rules and regulations regarding the use, appearance and occupancy of the Units and Common Elements of the Condominium.

3.2.7 To approve or disapprove the transfer, lease, and ownership of Units in the Condominium.

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

3.2.9 To contract for the management, operation, administration and maintenance of the Condominium Property and to delegate to such contractor any powers and duties of the Association, except such as are specifically required by the Declaration, these Articles of Incorporation, the Association Bylaws or by the Condominium Act to have the approval of the Board of Directors or the membership.

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

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

3.2.12 To purchase, sell, transfer, lease or otherwise acquire Units or other real property in the name of the Association.

**3.3 Emergency Powers.** In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Article 3.3 only, an emergency exists during a period of

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

3.3.1 Conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, telephone, radio, United States mail, email, the Internet, public service announcements, and conspicuous posting on the Condominium Property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Article. The Directors in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.

3.3.2 Cancel and reschedule any Association Board, membership or committee meeting.

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

3.3.4 Relocate the Association's principal office or designate alternative principal offices.

3.3.5 Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

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

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

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

3.3.9 Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Condominium Property can be safely

inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

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

3.3.11 Contract, on behalf of any Unit Owner or Owners, for items or services for which the Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Condominium Property. In such event, the Unit Owner or Owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority provided by Section 718.116, Florida Statutes and in the Declaration of Condominium to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the Condominium Property.

3.3.12 Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration of Condominium, Articles of Incorporation, or Association Bylaws, the Association's Board of Directors may levy one or more special assessments without a vote of the Owners.

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

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

The special powers authorized above in this Article 3.3 shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Condominium Property.

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

**3.5 Limitation on Exercise of Powers.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and Association Bylaws.

#### **4. MEMBERS.**

**4.1 Members.** The Members of the Association shall consist of all of the record owners of Units in **PARK LANE, A CONDOMINIUM**, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida. Membership in the Association shall terminate automatically and immediately as a Member's vested interest in the fee title terminates, except that upon termination of the Condominium, the membership shall consist of those who were Members at the time of such termination, and their successors and assigns. 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.

**4.2 Change of Membership.** After receiving written approval of the Association required by the Declaration, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other appropriate instrument establishing a record interest to a Unit in the Condominium and the delivery to the Association of a copy of such deed or other instrument or conveyance. The person or persons named on the deed or other instrument thereby becomes a Member of the Association and the membership of the prior assignee is terminated.

**4.3 Limitation on Transfer of Shares of Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Condominium Unit.

**4.4 Vote.** Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same Owner may own more than one Unit or that Units may be joined together and occupied by one Owner. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Association Bylaws. No vote shall be allocated to a Unit owned by the Association.

#### **5. BOARD OF DIRECTORS.**

**5.1 Board of Directors.** The property, business and affairs of the Association shall be managed by the Board of Directors, composed as provided in the Association Bylaws, but in no event consisting of less than three (3) Directors. The Board shall consist of an odd number of Directors. A Director must fulfill all requirements of eligibility provided in the Association Bylaws and Declaration. Directors shall be Members, or spouses of Members of the Association, except as otherwise provided herein.

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

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

**7. INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

**7.1 Indemnity.** The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

**7.2 Defense.** To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 7.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

**7.3 Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 7.

**7.4 Miscellaneous.** The indemnification provided by this Article 7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person. Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**7.5 Insurance.** The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

**8. BYLAWS.** The Association Bylaws may be amended in the manner provided in the Bylaws.

**9. AMENDMENTS.** These Articles of Incorporation may be amended as follows:

**9.1 Proposal.** Amendments to the Articles of Incorporation may be proposed either by the Board of Directors or by ten percent (10%) of the Members of the Association. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

**9.2 Adoption.** Except as elsewhere provided, such approval of a proposed amendment to these Articles of Incorporation must be by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than a majority of the Association's total eligible voting interests. Votes may be submitted in person or by proxy at a membership meeting at which a quorum is present called in whole or in part for that purpose, and must be delivered to the Secretary prior to the commencement of the meeting or continuation thereof.

**9.3 Limitation on Amendments.** No amendment shall make any changes in the qualifications for membership, the voting rights of Members or Article 3.4 hereof without the prior approval in writing of all Members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made which is in conflict with the Condominium Act or the Declaration of Condominium.

**9.4 Automatic Amendment.** These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Bylaws. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are subsequently amended to impose procedural requirements less stringent than set forth in the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

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



**10. TERM.** The term of the Association shall be perpetual, unless sooner dissolved according to law.

**11. SUBSCRIBERS.** The names and addresses of the original subscribers of these Articles of Incorporation are:

Stephen F. Voight                      Suite 1002, 1065 Main Street, Sarasota, FL 33577

Theodore Parker                      Suite 1002, 1065 Main Street, Sarasota, FL 33577

Patricia S. Hemstad                      Suite 1002, 1065 Main Street, Sarasota, FL 33577

**12. MISCELLANEOUS.** The following miscellaneous provisions shall apply to these Articles of Incorporation and the Condominium Documents.

**12.1 Conflicts.** The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

- (i) Declaration of Condominium;
- (ii) Articles of Incorporation;
- (iii) Bylaws; and
- (iv) Rules and Regulations

**12.2 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

**12.3 Severability.** In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

**12.4 Definitions and Interpretation.** The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Condominium and the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules of the Association. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

**13. REGISTERED OFFICE AND AGENT.** The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be James M. Faix,, 8437 Tuttle Avenue, #376, Sarasota, Florida 34243. The Association's Board of Directors is authorized to change its Registered Agent and Registered Office in the manner provided by law.

PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.

AMENDED AND RESTATED BYLAWS

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
1.	<b>IDENTITY</b> .....	1
	1.1 Name of Corporation.....	1
	1.2 Purposes.....	1
	1.3 Principal Office.....	1
	1.4 Fiscal Year.....	1
	1.5 Corporate Seal.....	1
2.	<b>MEMBERS' MEETINGS</b> .....	1
	2.1 Annual Meeting.....	1
	2.2 Special Meetings.....	2
	2.3 Place of Meetings.....	2
	2.4 Notice of Meetings.....	2
	2.5 Electronic Transmission.....	2
	2.6 Written Informal Action by Members.....	2
	2.7 Quorum.....	3
	2.8 Proxies.....	3
	2.9 Vote Required to Make Decisions.....	3
	2.10 Voting.....	3
	2.11 Suspension of Delinquent Owner Voting Rights.....	3
	2.12 Order of Business.....	4
3.	<b>BOARD OF DIRECTORS</b> .....	4
	3.1 General Powers.....	4
	3.2 Number and Term.....	4
	3.3 Director Qualifications.....	4
	3.4 Director Election.....	5
	3.5 Organizational Board Meeting.....	6
	3.6 Notice of Board Meetings.....	6
	3.7 Director Attendance at Board Meetings.....	6
	3.8 Waiver of Notice.....	6
	3.9 Special Notice of Certain Board Meetings.....	6
	3.10 Owner Participation in Board Meetings.....	7
	3.11 Agenda and Quorum.....	7
	3.12 Voting.....	7
	3.13 Joinder and Waiver.....	7
	3.14 Vacancies.....	7
	3.15 Presiding Officer.....	8
	3.16 Order of Business.....	8

3.17	Powers and Duties of the Board of Directors .....	8
3.18	Removal and Recall .....	8
3.19	Delegation of Board Functions .....	8
3.20	Minutes of Meetings .....	8
3.21	Resignation .....	9
3.22	Compensation .....	9
<b>4.</b>	<b>OFFICERS</b> .....	<b>9</b>
4.1	Executive Officers .....	9
4.2	Election and Term of Office .....	9
4.3	Removal .....	9
4.4	Vacancies .....	9
4.5	President .....	9
4.6	Vice President .....	10
4.7	Secretary .....	10
4.8	Treasurer .....	10
4.9	Compensation .....	10
<b>5.</b>	<b>COMMITTEES</b> .....	<b>10</b>
5.1	Executive Committee .....	10
5.2	Other Committees .....	10
5.3	Term of Office .....	11
5.4	Chairman .....	11
5.5	Vacancies .....	11
5.6	Quorum .....	11
5.7	Rules .....	11
<b>6.</b>	<b>FISCAL MANAGEMENT</b> .....	<b>11</b>
6.1	Budget .....	11
6.2	Transmittal of Budget .....	11
6.3	Assessments .....	12
6.4	Special Assessments .....	12
6.5	Assessment Roll .....	12
6.6	Liability for Assessments and Charges .....	12
6.7	Liens for Assessments .....	12
6.8	Lien for Charges .....	12
6.9	Collection – Interest; Administrative Late Fee; Application of Payments .....	13
6.10	Collection – Suit and Rental Income .....	13
6.11	Accounts .....	13
6.12	Association Depository .....	13
6.13	Commingling of Funds .....	13
6.14	Fidelity Bonding .....	14
6.15	Suspension of Use Rights .....	14
6.16	Suspension of Voting Rights .....	14
6.17	Contracts .....	14
6.18	Checks, Drafts, Etc. .....	14
6.19	Gifts .....	14

	6.20 Financial Reports .....	14
	6.21 Competitive Bids .....	14
	6.22 Official Records.....	15
	6.23 Loans .....	15
<b>7.</b>	<b>RULES</b> .....	<b>15</b>
<b>8.</b>	<b>FINES</b> .....	<b>15</b>
	8.1 Amount .....	15
	8.2 Procedure .....	15
	8.3 Hearing .....	16
	8.4 Failure to Pay.....	16
	8.5 Waiver.....	16
<b>9.</b>	<b>AMENDMENTS TO BYLAWS</b> .....	<b>17</b>
	9.1 Proposal.....	17
	9.2 Adoption.....	17
	9.3 Execution and Recording.....	17
	9.4 Automatic Amendment.....	17
	9.5 Proviso.....	17
<b>10.</b>	<b>ROBERT’S RULES OF ORDER</b> .....	<b>17</b>
<b>11.</b>	<b>DISPUTE RESOLUTION</b> .....	<b>18</b>
	11.1 Mandatory Arbitration.....	18
	11.2 Unit Owner Inquiries .....	18
	11.3 Other Remedies.....	18
<b>12.</b>	<b>MISCELLANEOUS</b> .....	<b>18</b>
	12.1 Conflicts .....	18
	12.2 Gender.....	19
	12.3 Severability .....	19
	12.4 Definitions and Interpretation .....	19
	12.5 Association Screening Fee .....	19

**AMENDED AND RESTATED**

**BYLAWS  
OF  
PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.**

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

**1. IDENTITY.**

**1.1 Name of Corporation.** The name of this corporation shall be **PARK LANE CONDOMINIUM OWNERS ASSOCIATION, INC.** (herein, the "Association") f/k/a Wood Street Park Lane Condominium Association, Inc.

**1.2 Purposes.** This Association is organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium established upon the real property in Sarasota County, Florida, as more particularly described in the Declaration of Condominium (herein, the "Declaration") for **PARK LANE, A CONDOMINIUM** (herein, the "Condominium"). The original Declaration of Condominium of **PARK LANE, A CONDOMINIUM** was recorded at Official Records Book 1350, Page 0396 et seq. of the Public Records of Sarasota County, Florida. The Association shall exercise all powers granted to it as a corporation under the laws of Florida, these Bylaws, the Articles of Incorporation and the Declaration and further to exercise all powers granted to a condominium association under the Condominium Act.

**1.3 Principal Office.** The principal office of the Association shall be 2155 Wood Street, Sarasota, Florida 34237. The address of the principal office may be changed from time to time by the Board of Directors as it determines appropriate.

**1.4 Fiscal Year.** The fiscal year of the Association is the calendar year, unless otherwise determined by the Board of Directors.

**1.5 Corporate Seal.** The Board of Directors shall adopt a corporate seal which will bear the name or abbreviated name of the Association, the word "Florida," the year of establishment (1979), and must identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal; however, a seal is not required to validate corporate actions unless otherwise specifically required by law.

**2. MEMBERS' MEETINGS.**

**2.1 Annual Meeting.** The annual meeting of the Members shall be held each year during the month of December on a day and at a time determined by the Board of Directors, provided that notice is properly and timely given to the Members pursuant to Section 2.4. The purpose of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Members

as may come before the meeting. If the day is a national holiday, the Annual Members' Meeting shall be held at the same hour and location on the next day that is not a legal holiday.

**2.2 Special Meetings.** Special meetings of the Members may be called by the President, the Vice President or a majority of the Board of Directors. The Association shall also call a special membership meeting upon receipt of a written petition requesting it do so signed by not less than ten percent (10%) of the voting interests eligible to vote at the membership meeting. A special membership meeting for the sole purpose of recalling one or more Directors may be called by a written petition signed by at least fifty-one percent (51%) of the eligible voting interests of the Association. The Members calling a special membership meeting to recall one or more Directors shall call the membership meeting pursuant to Section 718.112(2), Florida Statutes. The meeting notice shall specifically state the purpose of the special membership meeting. Business to be transacted at all special membership meetings shall be confined to the objects and the action to be taken as stated in the notice of the meeting.

**2.3 Place of Meetings.** The Association designates the Club Meeting Room at 2155 Wood St, Sarasota, FL 34237 ~~Association's Office~~ as the place of meeting for any annual or special membership meeting. If that location is unavailable, the Association's Board of Directors may designate another place located within Sarasota County, Florida that is located within forty-five (45) miles of the Condominium as the place of a membership meeting.

**2.4 Notice of Meetings.** Written or printed notice stating the agenda, place, day and hour of all meetings of Members shall be mailed, emailed or hand-delivered to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, the Secretary, or the Manager or officer or person calling the meeting. The Association shall also post in a conspicuous place on the Condominium Property the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of the membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Association, with postage thereon prepaid. The attendance of any Member or the Member's authorized representative shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Members may attend membership meetings in person or by proxy.

**2.5 Electronic Transmission.** Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings (except membership meetings to recall Directors), and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission.

**2.6 Written Informal Action by Members.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Member action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

**2.7 Quorum.** The Members, present in person or by proxy, holding at least a majority of the eligible voting interests of the entire membership which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members or if insufficient voting interests are represented to approve a proposed item of Association business, a majority of the voting interests present (in person or by proxy) may adjourn the meeting from time to time to a future date.

**2.8 Proxies.** Votes may be cast in person or by written proxy substantially complying with the Condominium Act. Only Unit Owners or their spouses may be delegated to hold proxies if in attendance. The Board may designate officers or agents of the Association (including but not limited to legal counsel or the Association's manager) to serve as proxy holder. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Proxies in no event shall be used in electing the Directors. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.** An executed original, photocopy, photo-static, facsimile, electronic scan or equivalent reproduction of a signed proxy appearing to have been transmitted by the proxy-giver, is a legally sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

**2.9 Vote Required to Make Decisions.** When a quorum is obtained at any membership meeting, the vote of a majority of the eligible voting interests present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, the Bylaws or such statute shall control.

**2.10 Voting.** In any Membership Meeting the owners of condominium units shall be entitled to cast a vote equal to the total of the percentage of the Unit's ownership in the Common Elements as specified in the Declaration of Condominium. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is owned by a partnership, any partner may vote on behalf of the partnership. If a Unit is owned in trust, any grantor, trustee or beneficiary of a trust may vote on behalf of the trust. Any person asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

**2.11 Suspension of Delinquent Owner Voting Rights.** The Association will suspend the voting rights of a Unit or Member due to nonpayment of any monetary obligation due to the Association which is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Unit or

Member which has been suspended by the Association will not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under Chapter 718, Florida Statutes or pursuant to the Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. The suspension must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner in writing of the suspension of the Unit's voting rights.

**2.12 Order of Business.** The order of business at annual Members' meetings, and as far as practical at other Members' meetings, will be:

- A. Call to Order;
- B. Appointment of Chairman (at the discretion of the President, appointment of a chairman of the meeting (who need not be a Member);
- C. Appointment by Chair of Inspectors of Election;
- D. Election of Directors;
- E. Calling of Roll, Certifying of Proxies and Determination of Quorum;
- F. Proof of Notice of Meeting or Waiver of Notice;
- G. Reading and Approval of Minutes of Prior Meeting;
- H. Officers' Reports;
- I. Committee Reports;
- J. Unfinished Business;
- K. New Business;
- L. Adjournment.

Such order may be waived, in whole or in part, at the discretion of the President or the chairman.

### **3. BOARD OF DIRECTORS.**

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

**3.2 Number and Term.** The Association shall be governed by a Board of Directors composed of five (5) Directors. Directors shall serve a one-year term of office. Each Director shall (barring resignation, disqualification or death) hold office until the expiration of the Director's term and until the Director's successor shall have been elected and qualified.

**3.3 Director Qualifications.** A Director must be a natural person. All Directors must be the Owner of a Condominium Unit or the spouse of an Owner. Spouses shall not serve on the Association's Board of Directors at the same time, unless there are no other qualified candidates who are willing to serve



on the Board. In the event a Director becomes ninety (90) days delinquent in the payment of a monetary obligation to the Association, such Director will no longer qualify to serve on the Board and will be deemed to have automatically abandoned his/her position as a Director. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years as of the date of election, are not eligible to serve on the Board. When a Unit is owned by a corporation, a partnership, LLC or similar entity, the primary occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the primary occupant shall be eligible for Board membership. A grantor of a revocable trust or a trust beneficiary who resides in the Unit and the spouses of such person, shall be considered eligible for Board membership. Any person who has been suspended or removed from serving as a Director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a Director.

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

**3.4.1** Not less than sixty (60) days before a scheduled election, the Association shall email, mail or deliver to each Unit Owner entitled to vote, a **first notice of the date of the election**. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days before the membership meeting at which the election will occur, the Association shall email, mail or deliver a **second notice of the meeting** to all Unit Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon request of a Director candidate, the Association shall include with the second notice all Director's candidate information sheets, not larger than 8.5 inches by 11 inches (letter-size), timely furnished by the candidate to the Association not less than thirty-five (35) days before the election. The costs of transmitting and copying of the Director candidate information sheets shall be paid by the Association as a common expense.

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

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

**3.4.4** There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election of Directors. In the event that there are only as many or fewer Director candidates for election as there are open seats on the Board, no election shall be held and the existing Director candidates shall automatically become members of the Board of Directors

after the annual membership meeting. The Board may establish additional election rules or procedures as it deems appropriate to better ensure a fair election process. Substantial compliance with these Bylaws, the Condominium Act and such Board adopted rules, all as subsequently amended from time to time, is sufficient for a valid election.

**3.5 Organizational Board Meeting.** The organizational meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held immediately after the annual membership meeting, if practicable, but in any event not later than ten (10) days after the election at such date, place and time as shall be fixed by the Board of Directors. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual membership meeting.

**3.6 Notice of Board Meetings.** Meetings of the Board of Directors shall be held as determined from time to time by a majority of the Directors. Notice of Board meetings shall be given to each Director personally or by mail, email, telephone, facsimile transmission or other acceptable electronic means, and posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of the Unit Owners, prior to the day named for such meetings, except as in the case of an emergency. Any item not on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting.

**3.7 Director Attendance at Board Meetings.** A Board or committee member's participation in a meeting via telephone, real-time video conferencing, or similar real-time electronic or video communication counts toward a quorum and such member may vote as if physically present. A Director may attend a Board meeting via electronic/digital means (such as Skype or FaceTime) or via telephone conference call if a telephone speaker is used at the meeting site so that the conversation of Directors attending by telephone may be heard by all persons attending the meeting in person. Any Director so attending a Board meeting may be counted toward obtaining a quorum and may vote by electronic means or telephone.

**3.8 Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**3.9 Special Notice of Certain Board Meetings.** In addition to the notice required by Article 3.6 herein, the Association shall email, mail or deliver a notice to the Unit Owners and post it conspicuously on the Condominium Property not less than fourteen (14) days in advance of any Board meeting to discuss, adopt or amend the annual budget, consider the levy of a non-emergency special assessment, a proposed rule regarding Unit use, or where the Board will establish insurance deductibles. Notice of any meeting in which regular or special assessments against Unit Owners are to be considered for any reasons shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for any such assessments.

**3.10 Owner Participation in Board Meetings.** Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all Unit Owners, except as otherwise provided by law. Unit Owners shall not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to by the Board in advance. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by a Board resolution, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items. Notwithstanding any other provision, the requirement that Board meetings and committee meetings be open to the Unit Owners does not apply to: (1) meetings between the Board or a committee and the Association's attorney, with respect to proposed or pending litigation, if the meeting is for the purpose of seeking or rendering legal advice; or (2) Board meetings held for the purpose of discussing personnel matters.

**3.11 Agenda and Quorum.** The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing or via email, by a Director. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of the votes present at a Board meeting at which a quorum is present shall constitute the acts of the Board of Directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**3.12 Voting.** A Director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers.

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

**3.14 Vacancies.** Except as to vacancies caused by removal of a majority of the Directors by Members (which vacancies shall be filled in the manner provided in the Condominium Act), vacancies in the Board of Directors occurring between annual membership meetings shall be filled by a majority of the remaining Directors (even if less than a quorum) to serve for the remainder of the Director's unexpired term of office, unless otherwise provided by law. A Director or officer who is more than ninety (90) days delinquent in the payment of assessments shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the Board.

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

**3.16 Order of Business.** The order of business at Board of Directors' meetings shall be, to the extent applicable:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Election of officers;
- F. Unfinished business;
- G. New business;
- H. Adjournment.

Such order may be waived, in whole or in part, at the discretion of the President or the chairman.

**3.17 Powers and Duties of the Board of Directors.** All of the powers and duties of the Association existing under the laws of Florida generally, the Florida Not For Profit Corporation Act, the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, all as amended from time to time, shall be exercised exclusively by the Board of Directors, subject only to approval by Unit Owners when such is specifically required by law or the Condominium Documents. The Board may delegate its authority to its agents, contractors, managers or employees, except where prohibited by law.

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

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

**3.20 Minutes of Meetings.** The minutes of all Board meetings shall be kept in a business-like manner in a book available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act.

**3.21 Resignation.** A Director or officer may resign at any time by delivering written or emailed notice to the Board of Directors, the Association President or the Association Secretary. A resignation is effective when the notice is received by the Association, unless the notice specifies a later date. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

**3.22 Compensation.** Directors shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred in service to the Association.

#### **4. OFFICERS.**

**4.1 Executive Officers.** The executive officers of the Association shall be a President (who shall be a Director), one or more Vice Presidents (who shall be a Director), a Secretary, an Assistant Secretary and a Treasurer – each of whom shall be elected annually by the Board of Directors. The Board of Directors may also elect or appoint such other officers, including one or more Vice Presidents, one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any person may hold two (2) or more offices, except the President shall not also hold the office of Secretary or Assistant Secretary or Treasurer.

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

**4.3 Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed, as they existed during the time that the person was an officer.

**4.4 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. The President may appoint a temporary officer until the next Board of Directors' meeting.

**4.5 President.** The President shall be the chief executive officer of the Association and shall in general supervise all of the business and affairs of the Association, subject to the advice and consent of the Board of Directors. The President shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association. The President shall appoint people to committees from among the Members. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**4.6 Vice President.** In the absence or disability of the President, the Vice President shall perform the duties of the President successively, in the order designated, shall exercise the powers and perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also assist the President generally and perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

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

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

**4.9 Compensation.** Officers of the Association shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred.

## **5. COMMITTEES.**

**5.1 Executive Committee.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may (but is not required to) designate an executive committee which may consist of not less than two (2) Directors, which executive committee, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the management of the Association; however, the creation of such executive committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

**5.2 Other Committees.** Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a Board meeting at which a quorum is present.

**5.3 Term of Office.** Each member of a committee shall continue as such until the next annual membership meeting and until the Member's successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

**5.4 Chairman.** One member of each committee shall be appointed chairman of the committee by the Board of Directors.

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

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

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

## **6. FISCAL MANAGEMENT.**

**6.1 Budget.** The annual budget shall be adopted by the Board. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, directors and officers insurance, transportation services, bulk cable or master antenna television, and pest control (if any), all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves pursuant to Section 718.112(2)(f)2, Florida Statutes, as amended from time to time, the funding of which may be waived or reduced by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called membership meeting of the Association. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in Article 6.2 hereof. If an annual budget has not been timely adopted, it shall be presumed that the amount of such installment is the same as the last installment, and installments shall be continued at such rate until an annual budget is adopted and new assessment installments are calculated, at which time an appropriate adjustment shall be made.

**6.2 Transmittal of Budget.** A copy of the proposed annual budget shall be mailed, emailed or hand-delivered to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board of

Directors at which the annual budget will be adopted or amended together with a notice of the Board meeting.

**6.3 Assessments.** The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly and shall become delinquent fifteen (15) days thereafter. The annual assessment shall be due in twelve (12) equal monthly installments, which shall come due on the 1<sup>st</sup> day of each consecutive month of the year for which the assessments are made. The Association shall have the right to accelerate assessments of an Owner delinquent in the payment of Common Expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed. The Board of Directors may also elect to collect assessments on a quarterly basis.

**6.4 Special Assessments.** Special assessments may be levied by the Board of Directors as needed to pay Common Expenses, and the time of payment shall likewise be determined by it. Notice of the Board meeting at which such special assessments shall be considered shall be posted and mailed to each Unit Owner as provided in Section 3.9 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future annual or special assessments or transferred to reserves.

**6.5 Assessment Roll.** The assessments for Common Expenses and charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners or their authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

**6.6 Liability for Assessments and Charges.** A Unit Owner shall be liable for all assessments and charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or deed in lieu of foreclosure, such first mortgagee shall only be liable for such Unit's assessments, charges, or share of the Common Expenses which became due prior to acquisition of title as provided in the Florida Condominium Act, as amended from time to time.

**6.7 Liens for Assessments.** The Association shall have a continuing lien on the Unit for its unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals.

**6.8 Lien for Charges.** Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.



**6.9 Collection — Interest; Administrative Late Fee; Application of Payments.**

Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney's fees incurred, and then to the assessment itself. Except as otherwise provided in the Florida Condominium Act, no claim of lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the owner pursuant to Section 718.121(4), Florida Statutes, as amended from time to time.

**6.10 Collection — Suit and Rental Income.** The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interests therein, until all past due assessments, interest, late fees, costs, and attorney's fees have been paid in full.

**6.11 Accounts.** All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

**6.12 Association Depository.** The depository of the Association shall be financial institutions which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors and the monies of the Association shall be deposited not to exceed the amount of insurance available for any such account. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board of Directors. Nothing herein shall restrict the Board from making prudent investments consistent with their fiduciary duty, as long as the investments are insured or guaranteed. Principal of Association funds, whether reserves or operating funds, shall not be placed at risk for investment purposes.

**6.13 Commingling of Funds.** All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

**6.14 Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.111(11)(h), Florida Statutes, as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Vice-President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

**6.15 Suspension of Use Rights.** In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association will suspend, until such monetary obligation is paid, the rights of a Unit Owner and such Unit Owner's occupant, licensee, tenant, guest or invitee to use the Common Elements, Common Facilities or any other Association Property.

**6.16 Suspension of Voting Rights.** In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association will suspend, until such monetary obligation is paid, the voting rights of a Unit Owner. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

**6.17 Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

**6.18 Checks, Drafts, Etc.** All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the President or Vice President and countersigned by the Treasurer or Secretary of the Association.

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

**6.20 Financial Reports.** Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of a financial report of the Association's accounts for the preceding fiscal year, pursuant to the provisions of the Condominium Act. Within twenty-one (21) days after the financial report is completed by the Association or received from the third party preparing the report, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the report is available upon request at no charge to the Member.

**6.21 Competitive Bids.** Pursuant to Section 718.3026(1), Florida Statutes, the Association shall obtain competitive bids for a contract for the purchase, lease, or renting of materials or equipment, or

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

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

**6.23 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 such loans.

**7. RULES.** The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Condominium Property, the Units, Limited Common Elements and the Common Elements, and such other rules. Such rules shall not be inconsistent with the Condominium Act, the Declaration of Condominium, Articles of Incorporation or Bylaws. Any rules and regulations adopted by the Board of Directors may be supplemented, amended or rescinded by the affirmative vote of the Owners of not less than a majority of the eligible total voting interests. Any such rules or regulations approved by the required owner vote shall not thereafter be amended or rescinded, except upon the vote of the Owners of not less than a majority of the total eligible voting interests the Condominium.

**8. FINES.** In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner in the manner provided herein.

**8.1 Amount.** Each fine shall be in an amount determined in each instance as provided in Article 8.2 below, not to exceed \$100.00, provided that a fine for a continuing violation may be in an amount up to \$100.00 for each day thereof not to exceed \$1,000.00, unless otherwise provided by law.

**8.2 Procedure.** Prior to levying any fine, the Association shall provide notice to the violator and Owner of the Unit, by personal delivery or by either regular or certified mail, which notice shall include the following.

8.2.1 A statement of the provisions of the Condominium Act, Declaration, Articles of Incorporation, Bylaws or Association Rules which are alleged to have been violated;

8.2.2 A short, plain statement of the matters asserted by the Association to constitute the violation, including but not limited to the date or dates of each alleged violation for which a fine may be imposed, as well as can be reasonably determined.

8.2.3 A statement that the violator and the Unit Owner will be provided an opportunity for a hearing before the Fining Committee, which is comprised of not less than three (3) other Unit Owners, appointed by the Board of Directors, in the event such a request is received by the Association not later than fourteen (14) days after receipt of the notice if by personal delivery or by certified mail or not later than twenty (20) days after the mailing of the notice if by regular mail. Directors and persons residing in a Director's household cannot serve on the Fining Committee.

8.2.4 A statement of the name and address of the person to whom the Unit Owner may request a hearing.

8.2.5 The time, date and place on and at which the hearing shall be held, in the event it is timely requested.

8.2.6 A statement that the violator and the Unit Owner shall, if a hearing is timely requested, have an opportunity at such hearing to respond to the alleged violation, present evidence and provide written and oral argument on all issues involved, as well as to review, challenge and respond to any material considered by the Association.

8.2.7 A statement regarding the right of the violator and Unit Owner to admit the violation and promise not to repeat the violation and thus avoid further enforcement action pursuant to Article 10.5 herein.

**8.3 Hearing.** In the event a hearing is requested and therefore held, the Committee shall consider all evidence and testimony presented at the hearing, prior to levying the fine. Whether or not a hearing is requested and held, the Committee shall determine the amount of the fine, if any, which shall be levied, consistent with Article 8.2, above. The Committee's determination shall be transmitted to the Board of Directors, which shall formally approve and levy any fine provided by that determination. After a fine is levied, the Association shall provide a demand for payment to the violator and the Unit Owner.

**8.4 Failure to Pay.** The Owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the Owner's tenant, invitee, occupant, licensee, guest or visitor. If not paid within ten (10) days, a fine shall accrue interest at the highest rate allowed by law (currently 18%) and will be assessed a late payment fee of \$25. The Association may also elect to post and maintain an unpaid fine on the Owner's account for a period not to exceed ten (10) years. The Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levying or collection of a fine, including but not limited to attendance by the Association's attorney at the hearing and the filing and prosecution of a lawsuit. Any partial payments received by the Association shall first be applied against accrued interest, late fees, then attorney's fees and costs, and then to the unpaid fine(s). A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

**8.5 Waiver.** Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association's Board of Directors to pursue other means to enforce the rules and restrictions including but not limited to arbitration, a legal action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Association shall not be required to comply with the procedures and provisions of the Article.

## 9. AMENDMENTS TO BYLAWS

**9.1 Proposal.** Amendments to these Bylaws may be proposed either by the Board of Directors or by ten percent (10%) of the Members of the Association. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

**9.2 Adoption.** Except as elsewhere provided, such approval of a proposed amendment to these Bylaws must be by the affirmative vote of no less than sixty-six and two-thirds (66 2/3%) of the entire membership of the Board of Directors and by not less than a majority of the Association's total eligible voting interests or by not less than fifty-one percent (51%) of the votes of the Association's total eligible voting interests. Votes may be submitted in person or by proxy at a membership meeting at which a quorum is present called in whole or in part for that purpose, and must be delivered to the Secretary at or prior to the commencement of the meeting or any continuation thereof.

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

**9.4 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time. Additionally, a majority of the Board of Directors may approve a Bylaws amendment if necessary, in the Board's sole opinion, to correct errors, omissions or scrivener's errors.

**9.5 Proviso.** Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or change the Owner's share of the Common Expenses or Common Surplus, unless the record Owner of the affected Unit and all record owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

**10. ROBERT'S RULES OF ORDER.** Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of membership meetings, Board meetings, and committee meetings to encourage fairness, impartiality, and respect for minority view without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board of Directors from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings

unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law.

## **11. DISPUTE RESOLUTION.**

**11.1 Mandatory Arbitration.** If unresolved disputes between the Board and one or more Unit Owners as defined in Section 718.1255(1), Florida Statutes, as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

**11.2 Unit Owner Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board is only obligated to respond to one (1) inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given to the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of thirty (30) days in which to resolve the grievance.

**11.3 Other Remedies.** Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

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

**12.1 Conflicts.** The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

- (i) Declaration of Condominium;
- (ii) Articles of Incorporation;
- (iii) Bylaws; and
- (iv) Rules and Regulations

**12.2 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

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

**12.4 Definitions and Interpretation.** The terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Condominium and the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the rules of the Association. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

**12.5 Association Screening Fee.** Any screening fee charged by the Association concerning the approval of any transfer, sale, lease or sublease of a unit shall not exceed one hundred dollars (\$100.00) or such great amount as permitted by law.