

DOCUMENT COMPILATION COVER SHEET

This document is a compilation of the current version of the major PSH documents. It consists of the;

**Palma Sola Harbour Declaration of Condominium
Palma Sola Harbour Guide to Maintenance Responsibility
Palma Sola Harbour Bylaws
Palma Sola Harbour Articles of Incorporation
Palma Sola Harbour Rules**

This document contains a copy of the current version of the documents listed above as of December, 2018. The indexes and page numbering have been modified to facilitate placing them in one document. Copies of all current documents as filed with Manatee County are available on the PSH web site.
www.pshcondos.com

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PALMA SOLA HARBOUR CONDOMINIUM

RECITALS

A. Palma Sola Harbour Condominium, Inc. (the "Association") is the entity responsible for operating a residential condominium located in Manatee County, Florida, known as Palma Sola Harbour Condominium (the "Condominium").

B. The Condominium was originally created by a Declaration of Condominium recorded in Official Records Book 572, commencing at Page 1, of the Public Records of Manatee County, Florida (the "Original Declaration").

C. The Condominium was developed in five (5) phases. The initial Plat for the Condominium is recorded in Condominium Book 3, Pages 26 and 27, of the Public Records of Manatee County, Florida. The Plat for each subsequent phase of the Condominium is recorded in Condominium Book 3, Pages 26 and 27, as amended in Condominium Book 3, Pages 30 and 31 (as to Section One); Condominium Book 3, Pages 28 and 29, as amended in Condominium Book 3, Pages 32 and 33 (as to Section Two); Condominium Book 3, Pages 44 and 45 (as to Section Three); Condominium Book 4, Pages 22 through 28, as amended in Condominium Book 6, Page 30 (as to Section Four); and Condominium Book 16, Pages 187 through 191 (as to Section Five), all of the Public Records of Manatee County, Florida.

D. A meeting of the Board of Directors of the Association was duly called and conducted on April 18, 2013. At the Meeting, a majority of the Board approved this Amended and Restated Declaration, including all of the Amendments set forth therein. The Amended and Restated Articles of Incorporation attached hereto as Exhibit B and the Amended and Restated Bylaws attached hereto as Exhibit C were also approved at the Meeting.

E. A meeting of the Members of the Association was duly called and conducted on January 14, 2014 (the "Meeting"). At the Meeting, the Owners of more than two-thirds of the Units in the Condominium approved this Amended and Restated Declaration, including all of the Amendments set forth therein. The Amended and Restated Articles of Incorporation attached hereto as Exhibit B and the Amended and Restated Bylaws attached hereto as Exhibit C were also approved at the Meeting.

F. The Association has determined that it is in the best interest of its Members to record an entirely new Declaration which incorporates the amendments approved by the Members at the Meeting. This Amended and Restated Declaration has been executed and recorded to accomplish this purpose.

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NOW, THEREFORE, the Original Declaration is hereby restated to read as follows:

1. Submission Statement

1.01 I.Z. Mann & Associates, Inc., a Florida corporation, and its successors, have previously submitted the property described in Exhibit A attached hereto to the Condominium form of ownership pursuant to the requirements of Chapter 718 of the Florida Statutes (hereinafter referred to as the "Condominium Act"), as amended from time to time; provided, however, the Condominium shall only be subject to future amendments to the Condominium Act which expressly preempt any existing provisions set forth in this Declaration.

1.02 All provisions, restrictions, reservations, covenants, conditions, and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be nonexclusive and perpetual unless sooner terminated as provided herein or in the Condominium Act, and shall be binding upon all Unit Owners, as hereinafter defined, and their grantees, devisees, mortgagees, heirs, personal representatives, successors and assigns; and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof and the Articles of Incorporation and the Bylaws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and interest in the Common Elements.

2. Definitions.

The terms used in this Declaration of Condominium, the Bylaws, and in its Exhibits shall be defined in accordance with the provisions of Section 718.103 of the Florida Statutes and as follows, unless the context otherwise requires:

"Adjacent" - means contiguous sharing a common boundary or border.

"Articles of Incorporation" - means the formative document creating the Association, as amended and restated from time to time.

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

"Association" - means Palma Sola Harbour Condominium, Inc., a Florida not-for-profit corporation.

"Association Documents" - means the Articles of Incorporation, Bylaws, the Declaration, the Question and Answer Sheet for the Condominium described in Section 718.504 of the Condominium Act, and the Rules adopted by the Board, all as amended or restated from time to time.

"Association Property" - means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its Members.

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“Back Yards” - means the following areas of the Common Elements:

(a) The areas bounded by the landside of the seawall, the dashed lines depicted on the Plat recorded in Condominium Book 6, Page 30, and the face of the exterior wall of Units 72A, 73A, 74A, 75A; 89 through 95, inclusive; 105 through 108; and 114 through 122.

(b) For all Units not listed in Subparagraph (a) above, the areas bounded by the landside of the seawall, the exterior face of the rear wall of the Unit, and the extensions of the exterior surface of the sidewalls or centerline of the Party Walls for each Unit.

“Board” - means the Board of Directors or other representative body responsible for administration of the Association.

“Bylaws” - means the Bylaws of the Association as they exist from time to time.

“Common Elements” - means the portions of the Condominium Property not included in the Units.

“Common Expenses” - means all expenses, including reserves, which are properly incurred by the Association.

“Common Surplus” - means the excess of all receipts of the Association collected on behalf of the Condominium, including but not limited to, Assessments, rents, profits, and revenues collected by the Association which exceed the Common Expenses.

“Condominium” - means collectively all phases of Palma Sola Harbour Condominium. The total number of Units in the Condominium is 181.

“Condominium Act” - means Chapter 718 of the Florida Statutes.

“Condominium Parcel” - means a Unit and all appurtenances thereto.

“Condominium Property” - means the lands, leaseholds, and personal property which are submitted to condominium ownership by this Declaration, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

“Declaration” - means this Amended and Restated Declaration.

“Division” - means the Division of Florida Condominiums, Timeshares, and Mobile Homes.

“Individual Assessment” - means any financial charge levied by the Association against a specific Unit Owner pursuant to the terms of this Declaration.

“Limited Common Elements” - means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

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“Member” - means a person or entity qualified for membership in the Association as provided in the Bylaws, and is synonymous with Owner.

“Mortgagee” - means any person or entity which holds a mortgage encumbering one or more Units.

“Occupant” - means and refers to any individual other than a Unit Owner who is physically present in a Unit, including tenants and guests.

“Operation” - means the administration and management of the Condominium Property.

“Plat” - means collectively the surveys, plot plans, and graphic descriptions of improvements for the Condominium Property described in Recital C.

“Rules” - means the rules and regulations adopted from time to time by the Board to govern the use of the Common Elements and the Units, and the Operation of the Association.

“Special Assessment” - means an Assessment levied against the Units other than the Assessment required by a budget adopted annually.

“Unit” - means a part of the Condominium Property which is subject to exclusive ownership.

“Unit Owner” or “Owner” - means a record owner of legal title to a Condominium Parcel.

“Utilities” - means the essential services available to Units and the Common Elements including, without limitation, electricity, potable water, sanitary sewer, telephone, cable television, garbage and trash disposal, storm water drainage, and telecommunications.

“Utility Servicers” - means all utility companies, whether public or private, that provide Utilities.

“Voting Representative” - means the individual entitled to receive notices from the Association and to cast the votes assigned to a Unit. There shall be only one Voting Representative for each Unit.

3. Condominium Parcels, Appurtenances, Possession and Enjoyment.

3.01 Each Unit within the Condominium is a separate parcel of real property, owned in fee simple. Timesharing, as defined in Chapters 718 or 721 of the Florida Statutes, shall not be permitted.

3.02 There shall pass with each Unit as an appurtenance thereto, whether or not separately described:

- (a) An undivided share in the Common Elements and Common Surplus.

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(b) The non-exclusive right to use the Common Elements, specifically including the recreational facilities constructed thereon, subject to the terms and provisions of this Declaration and any Rules adopted by the Board from time to time.

(c) The exclusive right to use the Limited Common Elements which are reserved herein for the exclusive use and enjoyment of a Unit or Units.

(d) Membership in the Association, with full voting rights as set forth in the Bylaws.

3.03 The Owner of a Unit is entitled to the exclusive possession of the Unit subject to the Association's irrevocable right of access to each Unit, with notice if reasonably practical, during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Element or any portion of a Unit to be maintained by the Association as provided herein, or as necessary to prevent damage to the Common Elements or another Unit. Each Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners or any other person entitled to use the Common Elements.

4. Units.

4.01 The identification of each Unit by letter, name or number, or combination thereof, so that no Unit bears the same designation as any other Unit is set forth on the Plat.

4.02 The boundaries of each Unit are the undecorated, unfinished lower surface of the drywall which constitutes the ceiling of the Unit and the undecorated, unfinished upper surface of the concrete slab poured on grade, extending to intersections with the undecorated, unfinished interior surface of the drywall attached to the exterior walls and Party Walls; provided, however, the upper boundary of the Units in Section Five shall be the lower surface of the roof trusses.

4.03 As used herein, the term "Party Walls" shall mean the walls which lie between, and separate two Units in the Condominium.

4.04 All floor coverings (specifically including carpet, wood, and tile), wall coverings, ceiling textures, and moulding located within the boundaries of a Unit shall be part of the Unit for all purposes.

4.05 The Unit shall also include the following components, even if some or all of said components are located outside the boundaries of the Unit:

(a) Air-conditioning compressors, condensers, fans, air handlers, pipes, wires, junction boxes, switches, and other equipment and installations which provide air-conditioning, heating, and ventilation to the Unit.

(b) All doors, door frames, windows, and window frames which serve the Unit except the originally installed front and rear entry doors which are not part of the Unit and are maintained by the Association.

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(c) All interior electrical outlets, wall switches, and lighting fixtures shall be part of the Unit served for all purposes.

(d) All plumbing fixtures which serve the Unit including, without limitation, bathtubs, inside showers (including shower pans), sinks, toilets, faucets, and water heating systems.

4.06 Notwithstanding the provisions of Paragraph 4.02 above, the Unit shall not include:

(a) The pipes, wires, conduits, air passageways, ducts, and other Utility installations within the Unit boundaries which are utilized for or serve another Unit or the Common Elements.

(b) All pipes under the concrete slab which are the Association's responsibility.

(c) Columns, partitions, bearing walls, and any other structural components which contribute to the support of the building in which the Unit is located.

5. Common Elements.

5.01 Common Elements includes within its meaning the following:

(a) All Condominium Property which is not within the boundaries of a Unit or made a part of the Unit pursuant to Paragraph 4.05 above;

(b) Easements through Units for pipes, wires, conduits, air passageways, ducts, and other Utility installations which serve another Unit or the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of any other Unit;

(d) The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements;

(e) A nonexclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the Units, as necessary to provide reasonable access to the public ways;

provided, however, certain portions of said Common Elements shall be designated as Limited Common Elements and shall be subject to rights and restrictions set forth herein.

5.02 The Common Elements designated by this Declaration may be enlarged by an amendment to the Declaration as more fully set forth herein. Any amendment must describe the interest in the property and must submit the property to the terms of this Declaration, unless said property has previously been so submitted. The amendment shall divest the Association of title to the land and vest title in the Unit Owners as part of the Common Elements.

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6. Percentage Ownership of Common Elements.

The Owners of each Unit will have a 1/181 percentage ownership interest in the Common Elements.

7. Limited Common Elements.

7.01 The Limited Common Elements reserved for the use of one Unit to the exclusion of all other Units shall consist of the following:

(a) Each patio depicted on a Plat is a Limited Common Element reserved to the Unit Adjacent to the patio.

(b) Each carport is a Limited Common Element reserved to the Adjacent Unit.

(c) Any originally installed storage closets and utility closets depicted on a Plat are Limited Common Elements reserved to the Unit designated on the Plat.

(d) The driveways which provide access to the carports are Limited Common Elements reserved to the same Unit as the carport.

(e) The Back Yards and all improvements within the Back Yards are Limited Common Elements reserved to the Adjacent Unit.

(f) The terraces, patios, carports, entry areas, balconies, and terraces depicted on the Plat for Section Five recorded in Condominium Book 16, Pages 187 through 191, inclusive, are Limited Common Elements reserved to the Adjacent Unit.

7.02 Each Limited Common Element is reserved to the exclusive use and enjoyment of the Owners of the Unit to which it is attached or assigned, their guests, invitees, lessees, successors and assigns.

8. Maintenance, Repair, and Replacement of Condominium Property.

The obligation to maintain, repair, and replace the Condominium Property shall be divided between the Unit Owners and the Association in accordance with the following provisions:

8.01 The Unit Owners will be responsible for the maintenance, repair, and replacement of the following:

(a) All improvements within the boundaries of the Owner's Unit, except the improvements excluded from the Unit by Paragraph 4.06 above. The Owner's obligation shall include interior partition walls, interior doors, appliances, built-in cabinets, floor coverings, and wall coverings.

(b) All components which are made a part of the Unit pursuant to Paragraph 4.05 above.

(c) Window glass and screens which serve the Owner's Unit.

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(d) All of the Limited Common Elements reserved to a Unit pursuant to Paragraph 7.01 shall be maintained, repaired, and replaced by the Owner of the Unit to which the Limited Common Element is reserved, except the Owners of Units in Buildings 104 through 108 shall be responsible for the maintenance, repair, and replacement of the mesh screening, including the metal frame work for the Adjacent lanai. On all Units, carports and the concrete slab for the carports and driveways, as originally constructed, will be maintained, repaired, and replaced by the Association.

(e) All damage to the Common Elements caused by the negligence or intentional acts of a Unit Owner shall be repaired by that Unit Owner, but only to the extent that the cost to repair the damage exceeds any insurance proceeds received by the Association. This provision shall include damage caused by an Owner's invitees, tenants, and other Occupants of the Owner's Unit.

(f) All improvements to the Common Elements (including the Limited Common Elements) installed by a Unit Owner shall be maintained, repaired, and replaced by such Owner or such Owner's successor. This provision is not intended to permit such improvement unless otherwise provided in this Declaration.

(g) All damage to the Common Elements caused by an Owner's fulfillment of the Owner's maintenance responsibilities shall be repaired by such Owner.

(h) All improvements to the Back Yards shall be the responsibility of the Owner of the Adjacent Unit.

8.02 The Association will be responsible for the maintenance, repair, and replacement of the following:

(a) All Common Elements (including Limited Common Elements) which are not the expressed obligation of a Unit Owner.

(b) All damage caused by the Association's fulfillment of its maintenance responsibilities, even if such damage is to a portion of the Condominium Property which would otherwise be maintained by a Unit Owner.

(c) All damage to the Condominium Property caused by the Association's failure to fulfill its maintenance obligations, even if such damage is to a portion of the Condominium Property which would otherwise be maintained by a Unit Owner.

(d) The front and rear entry doors to each Unit, as originally installed. If a Unit Owner replaces any entry door, the Unit Owner shall be responsible for the maintenance, repair, and replacement of that door.

(e) The undecorated, unfinished drywall which constitutes the ceiling of the Units in Section Five.

8.03 If it is necessary for the Association to remove any improvements to the Common Elements installed by a Unit Owner in conjunction with the Association's maintenance, repair, or replacement of such Common Elements, the cost to remove and replace the improvements will be the sole responsibility of the Owner of the Unit who installed the improvements.

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8.04 The Association shall only be obligated to maintain, repair, and replace the Common Elements (including Limited Common Elements) as originally constructed.

8.05 The Board has adopted a Guide to maintenance responsibilities for the Association and the Unit Owners. A copy of the current Guide is attached hereto as Exhibit D. The Board reserves the right to periodically revise, amend, and update the Guide, provided it is not inconsistent with this Declaration.

8.06 If a Unit Owner fails to fulfill the Owner's maintenance responsibilities set forth in Paragraph 8.01 above, the Association shall have the right to perform the maintenance on behalf of the Unit Owner. In such event, all expenses incurred by the Association to perform the maintenance obligations of the Unit Owner will be charged to the Unit Owner as an Individual Assessment.

9. Restraint Upon Separation and Partition of Common Elements.

9.01 The undivided share of the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described.

9.02 The undivided share of the Common Elements which is appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

9.03 The shares in the Common Elements are undivided, and no action for partition of the Common Elements shall lie.

10. Limitation Upon Improvement of Common Elements.

10.01 There shall be no material alterations or substantial additions to the Common Elements or Limited Common Elements or to real property which is Association Property, unless such alterations or additions are expressly permitted by this Declaration or are approved by a majority of the Voting Representatives who cast votes in person or by proxy at a duly called meeting of the Members.

10.02 A Unit Owner may not change the exterior appearance of the Condominium Property (including the Limited Common Elements) unless expressly permitted by this Declaration.

10.03 A Unit Owner shall not do anything within the Owner's Unit or on the Common Elements which would adversely affect the safety or soundness of any other Unit or the Common Elements, or which would impair any easement.

10.04 Subject to the approval of the Board, a Unit Owner may place plants in the Back Yard Adjacent to the Owner's Unit, provided such plants are not more than ten feet (10') from the face of the nearest exterior wall of any structure, as originally constructed. Any such plant shall not adversely affect any other Unit.

10.05 A Unit Owner shall be permitted to construct a boat dock within the Common Element canals in accordance with Section 11 below.

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10.06 Unit Owners shall be permitted to make the following alterations and additions to the Units and Common Elements with the prior written approval of the Board:

(a) The Owners of Units 153 through 167, inclusive, shall be permitted to install hydro spas on the terrace Adjacent to the Owner's Unit.

(b) Construction of additional storage cabinets in the carport Adjacent to the Owner's Unit.

(c) Paint and resurface the concrete floor of the carport Adjacent to the Owner's Unit.

(d) Enclose or screen the original patio slab Adjacent to the Owner's Unit.

(e) Expand the original patio slab Adjacent to the Owner's Unit with a concrete slab or brick pavers within the Back Yard Adjacent to the Owner's Unit; provided, however, such expansion shall not extend more than ten feet (10') beyond the exterior face of the wall Adjacent to the Back Yard. The area as expanded may be screened in; however, the Board shall have the right to require specific types of screening and construction to accommodate to the varied construction of the condominium done in 5 separate phases.

(f) Installation of a hydro spa on the patio Adjacent to the Owner's Unit or the extended patio, as permitted in accordance with Subparagraph (e) above.

(g) Replace the original bedroom windows at the rear of the Unit facing the Owner's Back Yard with a sliding glass door, provided the sliding glass door does not exceed the width of the original window and will not affect the structural integrity of the wall.

(h) The Owner's of one-bedroom Units may replace the bedroom door facing the Adjacent patio with a six foot (6') sliding door, provided such replacement does not adversely affect the structural integrity of the wall.

(i) Replace the original windows of the Unit with double or single hung removable windows, provided the new windows are placed in the original opening and have an appearance similar to the original windows.

10.07 All alterations and additions including those described in Paragraph 10.06 (the "Improvements") shall be subject to the following conditions, limitations, and restrictions:

(a) Prior to commencing construction of any alterations or Improvements, the Unit Owner shall submit to the Board a "Villa Application for Unit Modifications" (the "Application"), together with such additional information as the Board may require. The Application will include detailed plans and specifications showing the nature, kind, shape, height, materials, color, and location of the proposed Improvements. The Board shall approve the Application only if it deems that the proposed Improvements

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are consistent with this Declaration, any Rules adopted by the Board, and is otherwise consistent with the overall appearance of the Condominium Property.

(b) The Improvements shall be subject to all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and decrees, specifically including all applicable permit requirements. No work may commence on the Improvements until such time as the Owner has obtained and posted all required governmental permits and has filed a copy of the permits with the Association.

(c) All costs associated with the construction of the Improvements shall be the sole responsibility of the Unit Owner including, without limitation, the cost of permits, governmental inspections, materials, labor, and insurance.

(d) Construction of approved Improvements must be completed by the later of 180 days following commencement of construction of the Improvements or the time set forth in the governmental permit for the Improvements.

(e) The approval by the Board of any Improvements shall not be deemed to constitute approval of any similar Improvements proposed by another Unit Owner, or constitute a waiver of the Board's right to deny approval of any similar Improvements subsequently submitted to the Board.

(f) Upon completion of the Improvements, the work will be inspected by the Board or an agent of the Board to assure that it has been completed in accordance with the approved Application. If the work has not been completed in accordance with the approved Application, the Board shall notify the Unit Owner in writing of such non-compliance specifying the particulars of non-compliance and requiring the Unit Owner to remedy the non-compliance. The Unit Owner must commence correction of the non-compliance within thirty (30) days from the date of such notification, and must continuously pursue correction of the non-compliance to completion. If the Unit Owner does not timely commence correcting the non-compliance, or does not complete such corrections within a reasonable period of time, the Board, at its option, may either remove the non-complying Improvements or remedy the non-compliance, and the Unit Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly paid by the Unit Owner, the Board shall levy an Individual Assessment against the Unit Owner.

(g) The Unit Owner shall be solely responsible for the maintenance, repair, and replacement of all Improvements.

11. Boat Docks and Vessels.

11.01 One or more Unit Owners may request approval of the Board to construct a boat dock or dock lift within the canals and waterways of the Condominium Property. The request shall be made by an Application which meets the requirements of Subparagraph 10.07 (a) above. The Application shall be reviewed by the Board using the same criteria set forth in Paragraph 10.07 above, together with the following additional criteria:

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(a) Owners of Units at the ends of canals shall be permitted to submit a joint Application for construction of a dock, provided all of the Unit Owners submitting the Application have entered into a Dock Sharing Agreement approved by the Board. Joint Applications may be submitted by the Owners of the following groups of Units: (i) Units 74, 75, 76, and 77; (ii) Units 24, 25, 26, 27, 28, and 29; (iii) Units 48, 49, 50, 51, 52, and 61; (iv) Units 91, 92, 93, 94, and 95; (v) Units 104, 105, 106, 107, 108, and 109; or (vi) Units 115, 116, 117, 118, 119, and 120. Notwithstanding the foregoing groups of Units, not all of the Unit Owners within each group will be required to join in the Application. However, any Unit Owner in a group who does not join in an Application shall be given written notice of the Board meeting when the Application will be considered. A Unit Owner shall not be permitted to subsequently object to the size or location of the dock approved by the Board pursuant to the Application.

(b) Except as otherwise provided in Subparagraph (a) above, an Application shall be submitted by the Owners of a single Unit for the construction of a single dock.

(c) Except for the docks constructed at the end of canals as described in Subparagraph (a) above, all docks shall generally be constructed within the extensions of the side boundary lines of the Back Yard Adjacent to the Unit. Approval to construct a dock outside the extensions of the side boundary lines of the Back Yard may be approved by the Board only upon a showing of extraordinary circumstances.

(d) No dock or pier surface shall be constructed above the top of the seawall, and the height of railings shall not exceed three feet (3') above the top of the seawall.

(e) Subparagraphs 10.07 (b) through (g) shall be equally applicable to the construction of any approved boat dock.

(f) No boat houses shall be permitted.

(g) All water and electrical service for a boat dock shall be connected to the water and electrical service for the Unit served by the boat dock, except water and electrical service for boat docks at the end of canals shall be provided as set forth in the Dock Sharing Agreement.

11.02 Vessels which enter upon the Condominium Property shall be subject to the following provisions, limitations, and restrictions:

(a) Boat docks shall be used for the mooring of private vessels. Use of boat docks may not be rented or leased except as a part of the lease of the Unit served by the boat dock. However, boat docks may be used for temporary mooring of a vessel owned by a guest of the Owner or Occupant of the Unit served by to the boat dock. Boats shall not be used as residences, and overnight occupancy is not permitted. All vessels must be seaworthy and in good condition and appearance at all times.

(b) The maximum length of any vessel moored at a boat dock shall not be greater than the width of the Back Yard Adjacent to the Unit. All vessels moored at a boat dock must be owned or leased by a Unit Owner or an authorized

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Occupant of the Unit served by the boat dock. A copy of the current Certificate of Registration for the vessel must be filed with the Association, together with the current contact information and emergency contact information for the owner of the vessel. All vessels must have and display a current validation decal and registration numbers matching the Certificate of Registration filed with the Association. The registration numbers and validation decal must be affixed to the vessel in accordance with the requirements of the State law where the vessel is registered.

(c) A Unit Owner may keep a vessel at a dock of another Unit Owner with the approval of the other Unit Owner.

(d) Small vessels may be stored on a dock but shall not be placed on or attached to any part of the seawall.

(e) Vessels shall be securely moored at all times. The owner of the vessel shall be responsible for any costs, loss, or damage to another vessel, another Unit Owner's dock, or the seawall caused by the failure of the owner to securely moor the owner's vessel. The owner of the vessel shall be solely responsible for securing and attending to the safety of the owner's vessel during any unusual tide or storm event. Any vessel moored within the Condominium Property that sinks shall be promptly removed by the owner of the vessel. The Association shall have no liability for any loss or damage to a vessel moored within the Condominium Property, or for any injury or death which occurs on any dock or vessel located within the Condominium Property.

(f) The Board shall have the right to adopt Rules governing vessels and the use of boat docks provided such Rules are not inconsistent with the provisions of this Section 11.

12. Easements.

12.01 Each of the following easements is expressly granted or reserved through the Condominium Property for the limited purposes set forth herein and subject to all the terms and conditions of this Declaration:

(a) A nonexclusive easement for the use and benefit of the Owners and Occupants of each Unit, their guests and invitees, shall exist for vehicular and pedestrian traffic over, through, and across such portions of the Condominium Property as may from time to time be intended for such purposes, which easements alone or together with other recorded easements shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park vehicles upon any portion of the Condominium Property except in areas which are improved for parking purposes.

(b) Nonexclusive easements shall exist in favor of the Association on, over, under, and across the Common Elements and each Unit as necessary (after appropriate notice) for the Association to perform its maintenance obligations.

(c) Nonexclusive easements shall exist in favor of each Owner over, under, across, and through the Common Elements, including the Back Yards, as necessary for the Owner to maintain those portions of the Limited Common Elements which are to be maintained by the Unit Owners.

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(d) Nonexclusive easements shall exist in favor of Utility Servicers as may be required for the entrance upon, construction, maintenance, repair, replacement, and operation of Utilities to adequately serve the Condominium Property, it being expressly agreed that the Utility Servicer making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of the work; provided, however, easements herein reserved which necessitate entry through a Unit shall only be in accordance with the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner. The Utility Servicer which provides electrical service to the Condominium Property shall have an access easement across all portions of the Condominium Property, specifically including the Back Yards, for the purpose of reading the electric meters and water meters for the Units.

12.02 The easements created by this Section 12 shall run with the land and shall be perpetual unless the Condominium is terminated in accordance with Section 22 below. If the Condominium is terminated, the easements shall simultaneously terminate.

13. Common Expenses and Common Surplus.

13.01 Common Expenses shall include the costs of carrying out the obligations and responsibilities of the Association, and any other expenses designated as Common Expenses by this Declaration, the Bylaws, or the Condominium Act.

13.02 The Unit Owners shall pay the Common Expenses and own the Common Surplus in the same percentages as the undivided share of the Common Elements owned by each Unit Owner as set forth in Section 6 above.

13.03 Funds for the payment of Common Expenses shall be collected by levying Assessments against the Unit Owners as provided in this Declaration and the Bylaws.

14. Annual Assessments of the Association.

14.01 An annual budget for the Association shall be adopted by the Board in accordance with the Bylaws. The annual budget shall project anticipated Common Expenses in sufficient detail to show estimates of all current Operating expenses including, without limitation, insurance, utilities, cable television, pest extermination, reserves, and any other item the Board deems proper. In addition, the Board shall have the power to levy a Special Assessment against the Units in proportion to each Unit's share of the Common Expenses, if necessary to cover unanticipated expenditures which may be incurred during the accounting year, as well as Individual Assessments resulting from enforcement of the terms of this Declaration, the Bylaws, and the Rules.

14.02 Assessments established pursuant to the annual budget shall be paid in monthly installments.

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15. Liabilities, Lien and Priority, Interest, and Collection of Assessments.

15.01 The liability of a Unit Owner for Common Expenses shall be limited to the amount Assessed against the Owner's Unit from time to time in accordance with this Declaration and the Bylaws.

15.02 A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all Assessments coming due while he or she is the Unit Owner. In any conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments up to the time of such conveyance, without prejudice to any rights the grantee may have to recover from the grantor the amounts paid by the grantee therefore.

15.03 The liability for Assessments may not be avoided or abated by abandonment of the Unit, or by waiver, either voluntary or involuntary, of the use or enjoyment of all or any portion of the Common Elements.

15.04 Any Assessment installment not paid within ten (10) days after the due date shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law, and shall be subject to an administrative late charge in the amount of \$25.00 or 5% of the delinquent payment, whichever is greater. If a Unit Owner is more than 60 days delinquent in the payment of any Assessment installment, the Association shall have the right to accelerate Assessments for the remainder of the budget year. All payments received by the Association shall be applied first to any accrued interest, then to any administrative late charge, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessments. Notwithstanding the above, the Association may waive payment of interest, late charges, costs, or attorney's fees on a determination that said waiver is in its best interest.

15.05 The Association shall have a lien on each Condominium Parcel for any unpaid Assessments. The effective date of the lien shall be as provided in the Condominium Act. The Association may record a Claim of Lien among the Public Records of Manatee County, Florida, to perfect its lien rights. Such Claim of Lien shall describe the Condominium Parcel, and shall set forth the name of the record Owner, the name and address of the Association, the amount due, and the due dates. The Claim of Lien shall continue in effect until all Assessments due on the date the Claim of Lien is recorded and which may accrue subsequent to such recording are paid in full, including interest, late charges, costs, and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the party making payment shall be entitled to a recordable release of the Claim of Lien.

15.06 The Association may bring an action in its name to foreclose a Claim of Lien in the same manner as a mortgage on real property is foreclosed, and may also bring an action to recover a money judgment for the unpaid Assessments, with interest and late charges thereon, without waiving any Claim of Lien. Under either action, the defendant shall pay the costs of recording the Claim of Lien and all court costs, including, but not limited to, filing and service of process fees and reasonable attorneys' fees incurred by the Association to collect such Assessments or enforce such lien, including legal services rendered prior to any litigation, during trial, upon any appeal, post judgment, and

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bankruptcy proceedings. The Association shall have the right to bid at the public sale, and to receive a credit for all sums due the Association as of the date of the sale.

15.07 When a Mortgagee holding a first mortgage of record encumbering a Condominium Parcel obtains title to that Condominium Parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such Mortgagee and its successors and assigns shall be liable for the share of Common Expenses and Assessments levied by the Association against such Condominium Parcel or chargeable to the former Unit Owner of such Parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, except as limited by the Condominium Act. The unpaid Assessments shall be deemed to be Common Expenses of the Association and collectible from all of the Unit Owners, including such acquirer, its successors and assigns. A Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused from the payment of some or all of such Assessments coming due during the period of such ownership.

15.08 Within fifteen (15) days after request by a Unit Owner or a Mortgagee, the Association shall provide a certificate setting forth all Assessments and other moneys owed to the Association by the Unit Owner with respect to the Owner's Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association shall have the right to charge a fee for providing the Certificate.

15.09 No Unit Owner may be excused from the payment of his or her proportionate share of the Common Expenses unless all Unit Owners are likewise proportionately excused from such payment.

15.10 By acceptance of a deed to a Unit, each Unit Owner is deemed to acknowledge conclusively that the obligation to pay Assessments provided for in this Declaration is superior in dignity to any homestead rights which said Unit Owner may now or in the future claim with regard to the Unit.

15.11 If a Unit Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the Unit's Occupant, licensee, or invitee to use the Common Elements, common facilities, or any other Association Property until the monetary obligation is paid in full. The Association may also suspend the voting rights of a Unit Owner due to non-payment of any monetary obligation due to the Association which is more than 90 days delinquent.

16. Liens.

16.01 With the exception of liens described in Paragraph 16.02 below, no liens of any nature shall be valid against the Condominium Property as a whole except with the unanimous consent of the Unit Owners.

16.02 Labor performed on or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if duly authorized by the Association, the labor or materials shall be deemed to be performed or furnished with the express consent of each Unit Owner and shall be the basis for filing a lien against all

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Units in the same proportions that the Owners are liable for Common Expenses. In the event a lien is filed against all Units, any Owner may relieve the Owner's Unit of the lien by exercising any of the rights of a property owner under Chapter 713 of the Florida Statutes or by paying the proportionate amount attributable to the Owner's Unit. Upon such payment, the lienor shall release the lien against such Unit.

16.03 Service or delivery of notices, papers, or copies thereof permitted or required under Chapter 713 of the Florida Statutes for or incident to the perfection or enforcement of liens arising from labor or materials furnished and duly authorized by the Association, may be effected by service on or delivery to the Association.

17. Limitations and Restrictions on Transfer.

17.01 To promote and maintain the character of the condominium as an owner occupied community and to preclude unit ownership solely for investment purposes, the provisions of this section 17 shall apply to all transfers of the ownership of a Unit or right to occupy a Unit. No transfers, as defined herein, shall be approved for transfer to any Corporation, IRA, or any other Legal Entity or Commercial Enterprise which by its structure cannot itself occupy a unit as a single family residential dwelling. As used herein, the term "Transfer" shall mean any sale, conveyance (including conveyances by gift and upon the death of a Unit Owner), lease, or other written or oral agreement which transfers the ownership or Occupancy of a Unit. The term "Occupancy" shall mean the right to occupy a Unit in the absence of the Owner, with or without consideration, excluding Occupancy of the Unit by the spouse, child, parent, grandparent, brother, sister, or grandchild of the Unit Owner. The Board shall have the specific right to adopt Rules clarifying and expanding the terms used in this Section 17. Even if a Transfer is exempt from the provisions of this Section 17, the Unit Owner shall still provide written notice to the Association of any such Transfer, with the name and family relationship of the transferee, and a copy of the recorded instrument of conveyance, if applicable.

17.02 Before the Transfer of a Unit, the Unit Owner shall notify the Association in writing, giving the name and address of the proposed transferee and such other information as may be required by the Board, on a form provided by the Board for that purpose, together with a copy of the proposed purchase agreement, lease, or other instrument setting forth the terms of the proposed Transfer, together with a fee in an amount to be determined by the Board. Within 15 business days after receiving all of the required information, instruments, and fees, the Board or its designee shall either approve or disapprove the proposed Transfer by written notice to the Owner. If the Board disapproves a proposed Transfer, the notice shall set forth the reason for the disapproval. If the Board fails to act on the proposed Transfer within said 15 business days, the Transfer shall be deemed approved. The Board shall have the right to establish criteria in determining whether or not to approve a proposed Transfer, including the right to obtain a background check on the proposed transferee. Any attempt to Transfer a Unit without complying with the requirements of this Paragraph shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title, interest, or right of Occupancy whatsoever upon the proposed transferee. Notwithstanding the foregoing, if a lease is renewed with continuous uninterrupted Occupancy by the same tenant, no additional fee is required. However, such renewal shall require a new Application and approval by the Board.

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17.03 This Article 17 shall not apply to Transfers by a Unit Owner to his or her spouse, children, parents, grandparents, grandchildren, brothers, sisters, brothers-in-law or sisters-in-law (whether to one or more of such relatives). A Unit Owner shall, however, promptly notify the Association in writing of any such Transfer with the name and family relationship to the Unit Owner of the transferee, and a copy of the recorded instrument of conveyance, if applicable.

17.04 The approval of the Board shall be in recordable form, signed by an officer or agent of the Association, and shall be delivered to the transferee. If the Board fails to timely act on a proposed Transfer as required by Paragraph 17.02, the Board shall still be obligated to deliver to the transferee the required written approval.

17.05 The Board shall not approve any Transfer, other than by inheritance, which will result in any individual having an Ownership Interest in more than two (2) Units. The term "Ownership Interest" shall include ownership, of a partnership interest in a limited or general partnership, the beneficiary of one or more trusts, ownership of a Unit jointly with any other person or entity, or any combination of the foregoing. The intent of this Paragraph 17.05 is to prevent any owner from having any Ownership Interest other than by inheritance of any nature or extent in more than two (2) Units. The limitations set forth in this Paragraph 17.04 shall only apply to Transfers which occur after this Amended and Restated Declaration has been recorded among the Public Records.

17.06 A Unit may not be leased, rented, or occupied for a term of less than 30 consecutive days. A Unit may also not be leased, rented, or occupied such that more than two (2) rental terms begin in the same calendar year. This Paragraph shall only be amended upon the affirmative vote of the Voting Representatives for at least 80% of the Units.

17.07 All tenants and other Occupants of a Unit shall be subject to all of the terms and provisions of this Declaration, the Bylaws, and the Rules. Any lease of a Unit shall be deemed to incorporate the terms and provisions of this Declaration, the Bylaws and the Rules.

17.08 Except for any Unit for which the Association is the Owner, no Unit may be rented, leased or loaned by a Unit Owner during the two (2) year period commencing on the date on which the Unit Owner acquires title to the Unit. The limitations set forth in this Paragraph 17.08 shall only apply to Transfers which occur after this Amended and Restated Declaration has been recorded among the Public Records.

18. The Association.

18.01 The Condominium shall be Operated by the Association. The Association shall have all of the powers set forth in the Declaration, Articles of Incorporation, and Bylaws and as otherwise provided by law, except as expressly limited or restricted by the Condominium Act. The Board may adopt, revoke, and amend Rules pertaining to the use, maintenance, and conservation of the Condominium Property, and for the health, comfort, safety, and welfare of the Owners and Occupants of the Units. The officers and directors of the Association shall owe a fiduciary duty to the Unit Owners.

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18.02 The Articles of Incorporation of the Association were filed with the Florida Department of State, and a Certificate of Incorporation has been issued. Copies of the Certificate of Incorporation and the Articles in effect on the date of recording this Amended and Restated Declaration are attached hereto as Exhibit B.

18.03 A copy of the Amended and Restated Bylaws governing the management and Operation of the Association is attached hereto as Exhibit C. The Bylaws may be modified or amended as provided therein; however, no amendment shall be adopted which would affect or impair the validity or priority of any mortgage encumbering any Condominium Parcel. Defects or omissions in the Bylaws shall not affect the validity of the Condominium or the title to Condominium Parcels.

18.04 Directors of the Association must be persons who are competent to contract, and must not have been convicted of any felony by a court of record in the United States unless he/she has had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence.

18.05 The Association may purchase and acquire real property and may levy a Special Assessment and/or borrow funds (and mortgage the purchased property) in any amount necessary for that purpose, only upon the affirmative vote of the Voting Representatives for a majority of the Units voting in person or by proxy at an Association meeting called for that purpose; provided, however, no such Special Assessment which exceeds one-sixth of the current annual operating budget shall be levied unless approved by the Voting Representatives for at least two-thirds of the Units. Upon acquiring such property, the Association may lease, improve, or convey such property, and may levy a Special Assessment and/or mortgage the property as needed for its improvement, only upon the approval of the Voting Representatives in the same manner as for its purchase. The provisions of this Paragraph 18.05 shall not limit the Association's authority to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey such Units.

19. Membership in the Association and Voting.

19.01 Each Unit Owner shall be a member of the Association. Membership in the Association may only be transferred as an incident to the transfer of title to a Unit. Membership in the Association shall automatically terminate upon the transfer of title.

19.02 The Owner, or all Owners collectively if there is more than one Owner, of each Condominium Parcel shall be entitled to one (1) vote on each matter brought before the membership of the Association; provided, however, the Vote assigned to each Unit shall be cast by the Voting Representative as provided in the Bylaws. If a Unit is owned by the Association, the vote for that Unit shall be determined by the Board and shall be cast by an officer of the Association designated by the Board.

19.03 Except as otherwise provided in this Declaration or the Condominium Act, any action of the membership must be approved by a majority of the Voting Representatives voting in person or by proxy at a duly called meeting of the Association at which a quorum is present.

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20. Limitation of Liability.

20.01 The liability of the Owner of a Unit for Common Expenses shall be limited to the amount Assessed against the Owner's Unit from time to time in accordance with the Declaration and the Bylaws.

20.02 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend.

21 Insurance.

21.01 The Association shall obtain and maintain the following insurance coverage:

(a) Adequate fire and extended coverage insurance for all portions of the Condominium Property located outside the Units, except as provided in the Condominium Act. Such insurance must be based on the replacement cost of the property to be insured, as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months.

(b) Public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interests may appear in the aggregate minimum amount of \$1,000,000.00.

(c) Workers Compensation insurance, if required by law.

(d) Fidelity bonding for all persons who control or disburse funds of the Association. The fidelity bond shall cover the maximum funds in the custody of the Association or its management agent at any one time. As used in this Subparagraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association.

(e) Law and ordinance insurance to cover the increased cost of repairing or restoring the Condominium Property following a casualty to a condition which meets the governmental requirements at the time of such repair or restoration, if such insurance is reasonably available.

(f) Such other insurance as the Board may deem necessary or appropriate, including errors and omissions coverage for officers and directors of the Association.

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21.02 All insurance purchased by the Association shall be placed with good and responsible companies. The deductibles for insurance obtained by the Association shall be determined by the Board, in its reasonable discretion, based upon available funds or predetermined assessment authority at the time that the insurance is obtained. All insurance obtained by the Association shall be for the benefit of the Association, the Unit Owners, and Mortgagees, as their respective interests may appear. Premiums for all insurance coverage obtained by the Association, and other expenses incurred by the Association in connection with such insurance, shall be paid by the Association as a Common Expense.

21.03 Notwithstanding anything to the contrary set forth in this Declaration, no Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply any insurance proceeds to the reduction of its mortgage debt unless the Condominium is terminated as provided herein. By acceptance of a mortgage encumbering a Unit, or perfection of a lien against a Unit, each Mortgagee and other lienholder shall be conclusively deemed to have consented to the provisions of this Section.

21.04 In the event of a casualty loss to the Condominium Property which does not result in a termination of the Condominium, the insurance proceeds from policies purchased by the Association shall be received, held, and applied by the Association in accordance with the following provisions:

(a) If the Association receives insurance proceeds for damages occurring solely within a Unit, the proceeds shall be delivered to the Unit Owner on the condition that the Unit Owner will use the proceeds to restore the damage to the Unit. The Board shall have the authority to control the disbursement of such proceeds in any manner it deems advisable to assure that the proceeds are used to repair or restore the damage to the Unit. If the Unit Owner fails to commence or diligently proceed with the repairs after sixty (60) days prior written notice from the Association, the Association shall have the right to repair the damage and levy the cost thereof as an Individual Assessment against the Unit Owner.

(b) If the damage is to the Common Elements or more than one (1) Unit, the insurance proceeds shall be paid to the Association. The Association is irrevocably appointed agent for each Unit Owner and Mortgagee to adjust all claims arising under casualty insurance policies purchased by the Association, and to execute and deliver releases upon the receipt of insurance proceeds.

(c) Following a casualty loss, the Association shall immediately take all necessary action to secure and protect the Condominium Property from further loss, damage, or deterioration, specifically including theft or vandalism. The Association shall thereafter obtain reliable and detailed estimates of the cost to repair or reconstruct the Condominium Property. Any repair or reconstruction must be substantially in accordance with the original plans and specifications for the Improvements. However, if repair or reconstruction in accordance with the original plans and specifications cannot be affected due to governmental regulations adopted subsequent to the time

of original construction, then the Board shall have the authority to make such modifications to the construction plans as may be necessary to comply with such changes. If the Board determines that the insurance proceeds are sufficient to repair or reconstruct all damage to the Condominium Property, the Board shall promptly enter into appropriate contracts to repair or reconstruct the damage to the Condominium Property. The terms of such contract shall be determined exclusively by the Board. The insurance proceeds shall be disbursed for the repair or reconstruction of the Condominium Property in such manner as the Board may determine.

(d) If the Board determines that the insurance proceeds are not sufficient to cover the cost of repairing or reconstructing the damage to the Condominium Property, or if at any time during repair or reconstruction the insurance proceeds are insufficient to pay the full cost thereof, the Board shall levy a Special Assessment against the Owners of all Units in a sufficient amount to provide the necessary funds to pay for the repair or reconstruction. The Special Assessment levied against the Unit Owners shall be in proportion to the Unit Owner's share of the Common Elements, and shall not require the approval of the Unit Owners. The Association is specifically authorized to borrow funds from an institutional lender to cover such shortfall until the Special Assessments are collected from the Unit Owners. The insurance proceeds will be fully disbursed before the funds received by the Association pursuant to a Special Assessment.

(e) If there are excess insurance proceeds remaining after the repair or reconstruction has been completed, the excess insurance proceeds will be used either to supplement the operating funds of the Association or applied to any reserve account, in the discretion of the Board. In no event shall excess insurance proceeds be distributed to the Unit Owners.

(f) If there are excess funds arising from a Special Assessment, such excess funds shall be refunded to the Unit Owners in the same proportion as they were paid.

21.06 In the event any improvements or alterations to a Unit as described in Section 10 above are subject to a casualty loss, the Unit Owner shall be solely responsible for repairing such damage, subject to any right the Unit Owner may have to recover the cost thereof from any third party who may have been responsible for such damage. In the event a Unit Owner fails to repair casualty damage to the Owner's Unit within a reasonable time, the Board may elect to repair the damage, and the cost incurred thereby shall be recoverable from the Unit Owner as an Individual Assessment.

21.07 If the Condominium is terminated following a casualty loss, the insurance proceeds will become part of the Common Surplus, and will be distributed as provided in this Declaration.

22. Termination of Condominium.

22.01 The Condominium may be terminated by the affirmative vote of a majority of the Voting Representatives.

22.02 The Condominium may also be terminated pursuant to a Plan of Termination (as described in the Condominium Act) approved by a majority of the Voting Representatives when (a) the total estimated cost of repairs necessary to restore the improvements to the Condominium Property to their former condition following a casualty loss, or to bring them into compliance with applicable laws or regulations, exceeds the combined fair market value of all Units in the Condominium after completion of the repairs; or (b) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations. The Plan of Termination shall specifically provide that the interests of the Unit Owners in any proceeds from the sale of the Condominium Property, and the interests of the Unit Owners in insurance proceeds or condemnation proceeds not used for repair or reconstruction at the time of termination, shall be apportioned, to each unit as originally constructed, in the following manner:

(a) Each one bedroom Unit shall be assigned a formula number of 4, each two bedroom Unit shall be assigned formula number of 5, and each three bedroom Unit shall be assigned a formula number of 6. The formula number for each Unit shall be assigned to the type of Unit, and the proceeds from the sale of the Condominium Property, insurance claims, or condemnation awards shall be divided by the total of all formula numbers. The result obtained by the division shall be multiplied by the formula number for each Unit, and that amount shall be the amount which the Unit Owner is entitled to receive from the proceeds of the sale, insurance claims, or condemnation awards.

22.03 The termination of the Condominium does not change the corporate status of the Association. The Association shall continue to exist to conclude its affairs, prosecute and defend actions by or against it, collect and discharge obligations, dispose of and convey its property, and collect and divide its assets.

22.04 The termination of the Condominium shall not bar the creation of another condominium affecting any portion of the same property.

23. Rights of Mortgagees.

23.01 Notwithstanding anything to the contrary set forth in the Declaration, Articles of Incorporation, or Bylaws, a Mortgagee shall not be required to consent to or join in any amendment to the Declaration, Articles of Incorporation, or Bylaws unless the amendment:

(a) Changes the configuration or size of the Unit encumbered by the mortgage in any material fashion, materially alters or modifies the appurtenances to the Unit, or changes the proportion or percentage by which the Owner of the Unit shares the Common Expenses or owns the Common Surplus;

(b) Permits time share estates to be created in the Unit encumbered by the Mortgage; or

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(c) Adversely affects the priority of the Mortgagee's lien or the Mortgagee's rights to foreclose its lien, or that otherwise materially affects the rights and interests of the Mortgagee.

23.02 In securing the consent or joinder of a Mortgagee, the Association shall be entitled to rely upon the public records to identify the holder of the mortgage. The Association may use the address provided in the original recorded mortgage document, unless there is a different address for the holder of the mortgage in a recorded assignment or modification of the mortgage which recorded assignment or modification must reference the official record book and page on which the original mortgage was recorded. Once the Association has identified each recorded mortgage of record, the Association shall, in writing, request each Unit Owner whose Unit is encumbered by a mortgage of record to provide any information the Owner has in his or her possession regarding the name and address of the person to whom mortgage payments are currently being made. Notice shall be sent to such person if the address provided in the original recorded mortgage document is different from the name and address of the Mortgagee or assignee of the mortgage as shown by the public records. The Association shall be deemed to have complied with this requirement by making the written request to the Unit Owners, as required under this Paragraph. Any notices required to be sent to the Mortgagees under this Paragraph shall be sent to all available addresses provided to the Association, by a method that establishes proof of delivery. Any Mortgagee who fails to respond within 60 days after the date of mailing shall be deemed to have consented to the Amendment.

24. Use Restrictions.

24.01 Use of the Condominium Property shall be subject to the following restrictions:

(a) Commercial Activities. No Unit shall be used or occupied for any purpose other than as a single-family residential dwelling. The leasing of a Unit for profit in accordance with the limitations set forth herein shall not be considered a business for purposes of this Subparagraph.

(b) Garage Door. All garage doors shall be closed within 24" or less of the garage floor/threshold when not in use.

(c) Hanging Garments. No garments, rugs, or similar items will be hung from the windows of any Unit or from any facade of any building located upon the Condominium Property.

(d) Window Air-Conditioners. No window fans or window air-conditioners shall be permitted within the Condominium except for the lanai.

(e) Increased Insurance Rates. A Unit Owner shall not permit anything to be done or kept in the Owner's Unit or on the Common Elements which will increase the insurance rates paid by the Association.

(f) Obstruction. No Unit Owner shall do anything which will obstruct another Unit Owner's full use and enjoyment of the Common Elements.

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(g) Nuisances. No loud or objectionable noises or obnoxious odors, as determined by the Board, shall emanate from any Unit. Audio devices, televisions, vacuum cleaners, loud and/or penetrating noise from vehicles or vessels, stereo systems, and other instruments that may be heard beyond the Unit or which disturb other Unit Owners or Occupants shall not be used or, in the case of audio and television sounds, they shall be turned down to minimum volume between the hours of 10:00 PM and 8:00 AM such that it is not a disturbance to any neighbors.

(h) Carports. Carports shall be kept in a neat and presentable manner by the Owner of the Adjacent Unit.

(i) Lawful Conduct. No unlawful or immoral use shall be made of the Condominium Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Owners, residents, or Occupants thereof.

(j) Storage of Vessels. No vessels may be stored in the carport of a Unit unless such vessels are inside an approved carport storage cabinet. This includes, without limitation, canoes, kayaks, inflatables, and all other motorized or non-motorized vessels.

24.02 Each Unit Owner shall be responsible for assuring that the Occupants of the Owner's Unit and their respective guests and invitees comply with the restrictions set forth in Paragraph 24.01 above. If any Unit Owner or Occupant fails to comply with the restrictions set forth in Paragraph 24.01 above, the Association shall have the right to cure the non-compliance. All costs incurred by the Association to cure the non-compliance shall be levied against the Unit Owner as an Individual Assessment.

25. Vehicles and Parking.

25.01 The provisions of this Section 25 shall govern all vehicles on the Condominium Property. As used in this Section 25, the term "Passenger Vehicles" shall mean cars, station wagons, sport utility vehicles, mini-vans, Passenger Vans, Passenger Pick-up Trucks, golf carts, motorized wheel chairs, and medically required personal transportation devices. The term "Passenger Vans" shall mean vans where the cargo area is devoted to the seating of passengers, have more than one row of seats behind the driver, and have windows from the front to the rear on both sides of the van. The term Passenger Pick-up Truck shall mean any pick-up truck meeting ALL of the following conditions: (i) is used primarily as a passenger vehicle; (ii) is not diesel powered; (iii) does not have more than 4 wheels; and (iv) the maximum height or any part of the vehicle does not exceed eighty two (82) inches above the ground. The Passenger Pick-up Truck may have a cap or a permanently installed bed cover over the cargo bed but the cap must be no higher than the passenger cab of the Passenger Pick-up Truck. If the Passenger Pick-up Truck has a bed cap/cover, it must be commercially manufactured. If there is no cap or bedcover, the open bed of the Passenger Pick-up Truck must not be used for storage. The Passenger Pick-up Truck shall have no signs or lettering announcing a commercial venture attached to the vehicle. The term "Commercial Vehicles" shall mean trucks, vans (other than those which meet the definition of Passenger Vehicles), commercial or public service vehicles which are not primarily designed and used for passenger transportation for personal or family purposes, vehicles that would otherwise

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meet the definition of a Passenger Vehicle except that they have signs or lettering announcing a commercial venture attached to the vehicle, and such other vehicles whose design, nature, size, use, or appearance the Board determines to be of a commercial nature. The term "Recreational Vehicles" shall mean trailers, campers, motor homes, boat trailers, camper vans, and pick-up trucks with a camper unit within or attached to the bed.

25.02 No vehicles other than Passenger Vehicles shall be parked on the Condominium Property except as expressly authorized by this Section 25. Since the available parking spaces on the Condominium Property are limited, the owner or cumulative Occupants of each Unit, shall not be permitted to park more than four (4) Passenger Vehicles on the Condominium Property at any one time only one of which may be a Passenger Pick-up Truck. Passenger Pick-Up Trucks which are parked on the condominium property overnight must be parked in the driveway/carport of that unit, or another unit with the owner's consent. Except for actual loading and unloading, they must have the tailgate closed and if equipped with a bed cap/cover, the cap door or bed cover must be closed over the cargo bed. For the two story units (Units 176 to 181) Passenger Pick-Up Trucks parked overnight must be parked inside the garage with the garage door closed. Overnight parking is anytime between 10 p.m. and 8 a.m. Motorcycles, non-medically required motor scooters, and motor bikes are not allowed on the Condominium Property. Any vehicle that is not in compliance with Section 25 of this Declaration, whether owned by a resident or a visitor, may be towed off the Condominium Property at the owner's expense.

25.03 Commercial Vehicles may only be parked on the Condominium Property when necessary for the sole purpose of loading and unloading or to provide necessary services to a Unit, a Unit Owner, or the Association. Recreational Vehicles shall not be parked on the Condominium Property except for the limited purposes of actively loading and unloading the duration of which is not to exceed four (4) hours. In no event shall overnight parking or camping in Recreational Vehicles be permitted. The Board is expressly authorized to adopt Rules which expand upon the foregoing limitations applicable to Commercial Vehicles and Recreational Vehicles.

25.04 No vehicles shall be parked such that any portion of it extends into the traveled portion of the roadway, and no vehicle other than golf carts shall be driven or parked on any grassed area of the Condominium Property.

25.05 No vehicle will be parked on the Condominium Property which does not have a valid, current license plate.

25.06 The Board of Directors shall have the authority to prohibit any vehicle that would otherwise be permitted under this Section 25 if the Board determines in the exercise of its judgment, which may not be arbitrary or capricious, that the vehicle constitutes a safety hazard, is unsightly, or emits excessive noise.

26. Pets.

It is expressly understood and agreed by all Owners, tenants, and Occupants that the keeping of pets within the Condominium is a privilege, and not a right. No animals of any kind may be kept or maintained within the Condominium Property at any time, except as expressly permitted by this Section 26. The Owners and Occupants of a Unit may keep two common household pets on the Condominium

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Property. Household pets shall mean dogs and domestic cats. In addition to household pets, Owners and Occupants may keep tropical fish and/or birds which are permanently caged, provided they are kept in reasonable numbers and do not become a source of unreasonable annoyance to other Owners and Occupants. Breeding of pets is expressly prohibited. Notwithstanding the foregoing, Pit Bulls, Doberman Pinschers, and Rottweilers (as determined with reference to the breeds established by the American Kennel Club) are not permitted. Pet owners shall supervise their household pets at all times. Household pets shall either be carried or shall be on a leash when outside the Unit. Household pets shall never be tethered within the Condominium Property. Pet owners are responsible for immediately picking up and properly disposing of any animal waste deposited anywhere within the Condominium Property. All household pets must be registered with the Association, and must have a current County registration. The Board may order and enforce the removal of any pet which becomes a nuisance or source of annoyance to other Owners and Occupants of the Condominium. Without limiting the generality of what may constitute a nuisance or annoyance, the Board may order the removal of pets that behave in an aggressive or threatening manner, pets who bark, growl, or otherwise emit loud or annoying sounds which are deemed unreasonable by the Board, pets who damage or soil the Common Elements or Units of others, or pets whose owners fail to comply with the provisions of this Section 26. In the event the Association discovers that a pet appears to be unattended, unsupervised, or in the need of emergency treatment, the Association has the right to take such steps as deemed necessary to protect the animal, to protect other persons, and to prevent damage to the Condominium Property including, but not limited to, removal of the animal from the Condominium Property and delivery of the animal to the County Animal Control Department or the Humane Society without being liable for prosecution or any claim of damages, including costs. The Association will utilize its best efforts to notify the pet owner prior to removing the pet from the Condominium Property, but shall not be obligated to provide such notice if the pet owner is not readily available. If the pet owner is not readily available, the Association will notify the pet owner as soon as practical after removing the pet from the Condominium Property. Notwithstanding anything to the contrary set forth in this Section 26, Owner's renting their Unit shall have the right to prohibit pets from residing in the Unit.

27. Amendment of Declaration.

27.01 The power to modify or amend this Declaration is reserved to the Unit Owners. An amendment may be proposed either by majority vote of the Board or upon the written petition of the Voting Representatives for 20% of the Units in the Condominium.

27.02 A proposed Amendment shall be submitted to a vote of the Unit Owners not later than the next annual meeting of the Association for which proper notice can be given. However, nothing in this Paragraph 27.02 shall preclude the calling of a special meeting to vote on the proposed Amendment. Unless otherwise provided by law, a proposed Amendment shall be adopted if approved by a majority of the Voting Representatives voting in person or by proxy at a duly called meeting of the Association at which a quorum is present. An Amendment shall be effective when properly recorded among the Public Records of Manatee County, Florida.

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27.03 Notwithstanding the provisions of Paragraph 27.02 above, any Amendment which changes the configuration or size of any Unit in a material fashion, materially alters or modifies the appurtenances to any Unit, or changes the proportion or percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus must be approved by all of the Voting Representatives.

27.04 The amendment process described in this Section 27 shall not apply to the Rules which may be adopted, amended, and rescinded by the Board at any time.

28. Enforcement.

28.01 Each Unit Owner and Occupant shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules adopted by the Board pursuant thereto (the "Condominium Documents"), as said documents may be amended or restated from time to time. Failure of a Unit Owner or Occupant to comply therewith shall entitle the Association and the other Unit Owners to enforce compliance and recover damages caused by noncompliance. In addition to the enforcement remedies provided by law, the Association and the other Unit Owners shall have the right to injunctive relief to prevent continuing or future violations. In any legal proceeding to enforce the provisions of the Condominium Documents, the prevailing party shall be entitled to recover from the non-prevailing party all taxable court costs and attorneys' fees incurred in such action, including costs and fees incurred on appeal and costs and fees incurred to recover fees. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Documents shall in no event be deemed a waiver of the right to do so at any time in the future.

28.02 The Association may also levy reasonable fines for the failure of the Unit Owner or the Occupant of a Unit to comply with any provision of the Condominium Documents. The Association shall give written notice to the Unit Owner and Occupant (if applicable) setting forth the provision of the Condominium Documents the Owner or Occupant is alleged to have violated, and a short statement as to the matters asserted by the Association. The notice shall also set forth the date, time, and place of a hearing on the alleged violation, which date shall be not less than 14 days following delivery of the notice to the Owner and Occupant. The hearing shall be conducted before a committee of Unit Owners appointed by the Board who are neither Board members nor persons residing in a Board member's household (the "Grievance Committee"). At the hearing, an Association representative shall present to the Grievance Committee evidence supporting the violation, and why a fine should be levied for non-compliance with the Condominium Documents. The Unit Owner and Occupant shall have the opportunity to respond to the alleged violation, to present evidence, and to provide written and oral argument on all issues involved. Any party to the proceeding shall have the right to be represented by counsel at such party's expense, and to cross-examine and present witnesses and other testimony or evidence. However, formal rules of evidence shall not apply. The Grievance Committee will issue a written decision within 14 days after the date of the hearing. The decision will set forth appropriate findings of fact, state whether a violation of the Condominium Documents has occurred, determine whether a fine should be levied against the Unit Owner and Occupant, and the amount of the fine. However, the fine shall not exceed the maximum amount permitted by the Condominium Act from time to time, and shall not become a lien against the Unit. The fine shall be the joint and several obligation of the Unit Owner and the Occupant (if applicable). The decision of the Grievance

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Committee shall be promptly delivered to the Board, the Unit Owner, the Occupant, and their respective legal counsel (if any). The fine must be paid in full within ten (10) days following the date the decision is mailed to the Unit Owner and Occupant. If the fine is not promptly paid, the Association shall have the right to exercise all available remedies to collect the fine from the Unit Owner and Occupant. Fines shall be applied to Association expenses in any manner determined by the Board.

28.03 The Association's right to levy fines against Unit Owners and Occupants shall not be construed as the Association's exclusive remedy for violation of the Condominium Documents. The Association reserves the right to pursue all other rights and remedies available to the Association for violation of the Condominium Documents, which rights and remedies may be pursued concurrently and independently of the fining procedure described in Paragraph 28.02 above.

29. Miscellaneous.

29.01 If any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any article, section, subsection, paragraph, sentence, clause, phrase, or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments or of the application of any such provision, article, section, subsection, paragraph, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

29.02 All exhibits referred to herein shall be attached hereto and by said reference be incorporated herein and made a part hereof.

29.03 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Operation of the Condominium in accordance with the laws made and provided for the same.

29.04 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner and Occupant, and his or her heirs, personal representatives, successors, assigns, and grantees and any and all persons claiming by, through, or under any Unit Owner or Occupant.

29.05 Service of process upon the Association may be had by serving any officer of the Association or by serving the agent designated to receive service of process. Service of process upon the Association shall not constitute service of process upon any Unit Owner or Occupant, except as otherwise provided herein.

29.06 The provisions of this Declaration are to be amplified by the Articles of Incorporation and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Unit Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control.

29.07 The Board shall be responsible for interpreting the provisions of this Declaration and the exhibits attached hereto. Such opinions shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted

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by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

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GUIDE TO MAINTENANCE RESPONSIBILITY

This Guide applies only to structures and property as originally constructed, the unit owner being solely responsible for all maintenance and repair to alterations and modifications made by him or by a prior owner.

The Association is responsible for maintenance, repair and replacement of the Common Elements and Limited Common Elements. Responsibility for the maintenance, repair and replacement of the listed items within Units, is as follows:

<u>ITEM</u>	<u>RESPONSIBILITY</u>	
	<u>Association</u>	<u>Owner</u>
Roof		
Structure	X	
Metal or other roofing material	X	
Vents	X	
Flashing	X	
Trim	X	
Gutters and downspouts	X	
Insulation	X	
Exterior of Residential Buildings		
Exterior structural walls	X	
Common walls separating units	X	
Siding	X	
Trim	X	
Windows and sliding glass doors (including frames, tracks, glass and all screens)		X
Exterior Doors(unless replaced by owner)	X	
Exterior door sills and frames (excluding interior finish)	X	
Door hardware and locks		X
Structural posts & columns, slabs, exterior stairs and landings	X	
Carports	X	
Porches and balconies on 2 storey units	X	
Screening & other enclosures of porches and balconies		X
Banister & railings of original porches and balconies	X	
Garage doors (excluding interior finish and cleaning)	X	
Garage door openers, controls, tracks & assemblies		X
External light fixtures (excluding bulbs)	X	
Exterior surface and finish of exterior walls	X	
Seawalls	X	

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<u>ITEM</u>	<u>RESPONSIBILITY</u>	
	<u>Association</u>	<u>Owner</u>
External hose bibs	X	
Exterior main unit electrical panels (meter base, breaker & panel)	X	
Sewage and waste water system blockages	X*	X*

*Any blockage in sewage and wastewater system within the unit is the responsibility of the unit owner and any blockage outside the unit is the responsibility of the Association unless it is determined that the blockage was caused by a unit owner or renter in which case the responsible unit owner will bear the cost of the repair.

<u>ITEM</u>	<u>RESPONSIBILITY</u>	
	<u>Association</u>	<u>Owner</u>
Interior		
Interior drywall finishes		X
Interior floor coverings		X
Appliances		X
Heating and air conditioning equipment		X
Doorbell system		X
Interior stairwells on 2 storey units		X
Interior plumbing and fixtures		X
Internal electrical wiring, devices, receptacles and switches		X
Enclosures or other improvements to patios & lanais		X
Rear yard patios and decking		X
Fences (if approved by board)		X
Landscaping		
Landscaping & maintenance of common areas and maintenance of board approved landscaping within 10 feet of unit (unless the owner opts out in which case it is the responsibility of the owner)	X	

AMENDED AND RESTATED BYLAWS
OF
PALMA SOLA HARBOUR CONDOMINIUM, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION

ARTICLE I. GENERAL

The provisions of this document constitute the Amended and Restated Bylaws of Palma Sola Harbour Condominium, Inc., which Bylaws shall be utilized to govern the management and operation of the Association for all purposes.

ARTICLE II. DEFINITIONS

The terms used in these Bylaws shall have the same meaning as in the Declaration.

ARTICLE III. OFFICES AND AGENCY; FISCAL YEAR

1. **Registered Office and Registered Agent.** The registered office of the Association shall be located in the State of Florida at such place as may be fixed from time to time by the Board upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

2. **Fiscal Year.** The fiscal year for the Association shall begin on March 1 of each year, unless otherwise determined by the Board.

ARTICLE IV. MEMBERS

1. **Qualifications of Members.** Those individuals, corporations, partnerships, trusts or other legal entities who hold record legal title to a Unit shall be Members.

2. **Manner of Admission.** Each individual or entity designated in a recorded instrument establishing record legal title to a Unit shall become a Member of the Association, provided such individual or entity has complied with the requirements set forth in Section 17 of the Declaration.

3. **Members' Rights.** Each Member shall have all the rights set forth in the Condominium Act, the Declaration, and these Bylaws including, but not limited to, the following:

(a) The right to receive notice of every meeting of the membership, unless such right is waived as set forth herein; provided, however, the Association shall only be obligated to give such notice to the Voting Representative for each Unit.

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(b) The right to attend every meeting of the membership and every meeting of the Board, and to participate in such meetings with reference to all designated agenda items.

(c) The right to vote, either in person or by proxy, on each matter brought before the membership unless the Member's voting rights have been suspended as provided in the Declaration. However, such vote shall be cast only by the Voting Representative for the Unit.

4. Obligations of Members.

(a) Each Member shall be subject to the obligations and duties set forth in the Association Documents, as the same are now or may hereafter be constituted, including, but not limited to, the following obligations:

(1) To conform to and abide by the Association Documents and to see that all persons occupying the Member's Unit do likewise.

(2) To promptly pay all Assessments and Special Assessments levied against the Member by the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

5. Transferability of Membership. Membership in the Association may be transferred only as an incident to the transfer of the Member's Unit.

6. Restriction of Rights. A Member does not have any authority to act or speak for the Association by reason of being a Member.

ARTICLE V. VOTING

1. Voting Rights of Members. The record Owner, or all record Owners collectively if there is more than one, of each Unit shall be entitled to one vote on each matter brought before the membership of the Association, which vote shall be cast by the Voting Representative. No vote may be divided and no fractional vote shall be cast. Any vote may be cast in person or by proxy, subject to the limitations set forth herein and the Condominium Act.

2. Designation of Voting Representative. The Owner or Owners of each Unit will be responsible for designating a Voting Representative for that Unit. A designation shall remain effective and valid until revoked or superseded by a new designation. The Voting Representative will cast all votes for the designated Unit, including ballots for the election of directors. All notices required or provided for herein shall be given to the Voting Representative for each Unit, and the Association shall be deemed to have met its notice obligation if it has given notice to the Voting Representative for each Unit.

3. Failure to Designate. If no Voting Representative is duly designated for a Unit, the Owners of the Unit shall not have the right to vote at a membership meeting. However, the designation may be given at the time of the meeting.

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4. Records of Membership. The Association shall keep a membership book containing the name of each Voting Representative, their mailing addresses, Unit identification, and voting certification. A termination of membership or change in Voting Representative for a Unit shall be recorded in the membership book.

5. Adjourned Meetings. If a quorum is not present at any meeting of the Members, the presiding officer may adjourn the meeting to a later date and time which must be announced prior to adjournment. In such event, notice of the new date and time of the adjourned meeting is only required to be given to the Voting Representatives who did not attend the adjourned meeting. When a Voting Representative has been designated to vote at any meeting of the membership as provided in this Article, such designation shall apply to any adjournment of the meeting.

6. Proxies.

(a) A Voting Representative may vote by proxy, subject to the requirements and limitations set forth in the Condominium Act and the administrative rules promulgated by the Division, as amended from time to time. Proxies shall be in writing and shall be signed by the Voting Representative giving the proxy.

(b) All proxies shall be filed with the Secretary either before or at the meeting for which the proxy has been given. A proxy shall be effective only for the specific meeting for which it was originally given and any lawful adjournment or continuance thereof. In no event shall any proxy be valid for a period longer than 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 Voting Representative executing it.

7. Approval of Actions. Any action taken by the Members must be approved by a majority of the Voting Representatives in attendance, either in person or by proxy, at a duly called meeting of the Members at which a quorum is present, unless a greater number is specified in the Declaration, Articles of Incorporation, or Condominium Act.

ARTICLE VI. MEMBERS' MEETING

1. Meetings to Elect Directors. Regular elections must occur on the date of the annual meeting. Not less than sixty (60) days before each scheduled election meeting, the Association shall mail, electronically transmit, or deliver to each Voting Representative a first notice setting forth the date of the election meeting. Not less than forty (40) days prior to the date of the election meeting, any Owner or other eligible person desiring to be a candidate for the Board must deliver to the Association written notice of his or her desire to run for the Board in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 1/2 inches by 11 inches. The candidate's information sheet, if any, must be received by the Association no later than thirty-five (35) days prior to the election meeting. Not less than fourteen (14) days prior to the date of the election meeting, the Association shall mail, electronically transmit, or hand deliver a second notice to each Voting Representative, together with a ballot listing all eligible candidates in alphabetical order by surname and any information sheets received from candidates. There shall be no quorum requirement at the election meeting; however, at least twenty percent (20%) of the Voting Representatives must cast a ballot in order to have a valid election. Proxies shall not be used in the election of directors. The Association shall follow any administrative rules

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promulgated by the Division applicable to safeguarding the secrecy of ballots. The Voting Representative for each Unit shall not cast more than one vote for any candidate, it being the intent that casting ballots in the election of directors shall be non-cumulative. The candidates receiving the highest number of votes cast shall be declared elected. A newly elected director shall take office immediately upon the adjournment of the election meeting. Notwithstanding the foregoing, an election is not required if the number of vacancies equals or exceeds the number of candidates. In that event, the Association shall announce the new directors at the election meeting, and all candidates shall take office as directors immediately following the adjournment of the election meeting. Any remaining vacancies shall be filled by the affirmative vote of a majority of directors making up the newly constituted Board even if the directors constitute less than a quorum or there is only one director. In the event of vacancies on the Board as a result of recall, the election of directors to fill the vacancies shall be governed by the procedures set forth in the rules promulgated by the Division. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. The Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the Board. As used in this paragraph, the term "candidate" means an eligible person who has timely submitted to the Association written notice of his or her desire to run for the Board.

2. Annual Meeting. There shall be an annual meeting of the Members. The annual meeting shall be held in the month of January on a date and at a time established by the Board.

3. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President or a majority of the Board. Additionally, for any purpose other than to revote on an issue decided at a previous annual or special meeting, 20% of the Voting Representatives may call for a special meeting by delivering a written request to any officer of the Association which shall, as limited above, state the purpose(s) of the meeting, and the business conducted at any such special meeting shall be limited to the purpose(s) stated in the request. A meeting requested by the Voting Representatives shall be held not less than sixty (60) nor more than one hundred and twenty (120) days after the request is delivered to an officer of the Association. Notwithstanding the foregoing, a special meeting to recall a director shall be called upon the written request of ten percent (10%) of the Voting Representatives as more fully set in Article VII below.

4. Quorum. Twenty percent (20%) of the Voting Representatives in attendance at a meeting of the Members, either in person or by proxy, shall constitute a quorum for the purpose of conducting business unless otherwise provided in the Declaration, Articles of Incorporation, or Condominium Act.

5. Place of Meetings. All meetings of the membership shall be held at such place in Manatee County, Florida, as the Board may designate.

6. Agenda. The agenda for membership meetings shall be set by the Board. However, twenty percent (20%) of the Voting Representatives may petition the Board to add one or more items to the agenda. Upon receipt of such petition, the requested item(s) will be added to the agenda for the next membership meeting. No business will be conducted at a membership meeting unless it was included on the agenda.

7. Notice of Meetings. Written notice stating the place, day, and time of each meeting of the membership, which notice must include an agenda, shall be given to each

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Voting Representative not less than fourteen (14) days before the meeting as provided herein. In addition, notice of each membership meeting shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to such meeting. The Board shall adopt a rule designating where the notice of each membership meeting will be posted.

8. Manner of Giving Notice. Notice of annual and special meetings of the Members shall be given to each Voting Representative by hand delivery or by first class mail. Notice of membership meetings, except meetings called to recall directors, may also be given by electronic transmission to Voting Representatives who consent to receive notice by electronic transmission. Notice shall be deemed to be given when hand delivered, electronically transmitted, or deposited in the United States mail addressed to the Voting Representative at the address last furnished to the Association by the Unit Owner, with postage thereon prepaid. An officer of the Association, or the manager or other person providing notice of the membership meeting, shall provide an Affidavit or United States Postal Service Certificate of Mailing, to be included in the official records of the Association, confirming that the notice was mailed, electronically transmitted, or hand delivered in accordance with this paragraph.

9. Waiver of Notice. A waiver of notice by any Voting Representative, whether before or after the meeting, shall be equivalent to giving of notice to the Voting Representative. Attendance of a Voting Representative at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which the meeting has been called or convened, except when the Voting Representative attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened.

10. Order of Business. The order of business at annual meetings of the Members and, as far as applicable, at all other membership meetings, shall be:

- (a) Certification of Voting Representatives and Proxies.
- (b) Proof of notice of meeting.
- (c) Appointment of inspectors of election (unless already appointed by the Board).
- (d) Election of directors.
- (e) Read and approve any unapproved minutes.
- (f) Reports of officers.
- (g) Reports of committees.
- (h) Other specifically agended items.
- (i) Adjournment.

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11. Recordation of Actions. All actions of the membership shall be recorded in minutes, if taken during a meeting, or in an Action by Written Consent, if taken without a meeting.

12. Voting Procedure. All votes not required to be by secret ballot shall be exercised by the showing of a placard bearing the Unit number.

ARTICLE VII. DIRECTORS

1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board. The directors shall owe a fiduciary duty to the Members.

2. Qualifications of Directors. A person must meet the following qualifications to become a candidate for the Board and to serve as a director:

- (a) All directors must be a Member, the spouse of a Member, an officer of a corporate Member, or the trustee or beneficiary of a trust which owns a Unit.
- (b) A person who has been convicted of any felony in Florida or in a United States district or territorial court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in Florida, is not eligible for Board membership unless such felons civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board.
- (c) A person who has been suspended or removed as a director by the Division, or who is delinquent in the payment of any fee, fine, or special or regular assessment for more than ninety (90) days, is not eligible for Board membership.

3. Duties of Directors.

- (a) A director is expected to attend all meetings of the Board.
- (b) A director shall perform his or her duties as a director in good faith, in a manner the director reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.
- (c) In performing his or her duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the Association whom the director reasonably believes to be reliable and competent in the matters presented; or

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(2) Legal counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence.

(d) A director shall not be considered to be acting in good faith if the director has knowledge concerning the matter in question which would cause such reliance described above to be unwarranted.

(e) A person who performs his or her duties in compliance with this Paragraph shall have no liability by reason of being or having been a director of the Association.

4. Number. The Association shall have seven (7) directors.

5. Election and Term. Each director shall be elected for a term of two (2) years.

6. Compensation of Directors. Directors shall serve without compensation. However, a director may be reimbursed for actual expenses incurred in the performance of the director's duties.

ARTICLE VIII. DIRECTORS' MEETINGS

1. Annual Meetings. The annual meeting of the Board shall be held immediately after the adjournment of the annual meeting of the Members, provided a quorum is present. If a quorum is not present, the annual meeting of the Board shall be held as soon thereafter as may be practical.

2. Regular Meetings. The Board may, by resolution duly adopted, establish regular meetings.

3. Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President or a majority of the directors.

4. Annual Budget Meeting. An annual budget meeting shall be held at such time as the Board shall direct for the purpose of adopting an annual budget for the Association for the coming accounting year. The annual budget meeting shall be called and conducted as provided in Article XI below.

5. Place of Meetings. Meetings of the Board shall be held at the Condominium or at such other place in Manatee County or Sarasota County, Florida, the Board may designate from time to time.

6. Open Meetings. Meetings of the Board shall be open to all Members and Voting Representatives who shall have the right to speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of statements made by Members and Voting Representatives. Any Member may tape record or videotape meetings of the Board.

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“Meeting of the Board” means any gathering of the directors for the purpose of conducting Association business at which a quorum of the directors is present. Notwithstanding the foregoing, the requirement that Board meetings be open to all Members and Voting Representatives is inapplicable to meetings between the Board or a Board committee and the Association’s attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, or Board meetings held for the purpose of discussing personnel matters.

7. Agenda. The agenda for each meeting of the Board shall initially be prepared by the President. However, each director shall have the right to place additional items on the agenda. Further, if twenty percent (20%) of the Voting Representatives petition the Board to address an item of business, the Board shall place the item on the agenda for the next regular Board meeting, or shall call a special meeting of the Board which will be convened no later than sixty (60) days after the receipt of the petition.

8. Notice of Meetings.

(a) Written notice of the place, day, and time of any meeting of the Board at which non-emergency Special Assessments or amendments to rules regarding Unit use will be considered must be mailed, delivered, or electronically transmitted to each director and Voting Representative at least 14 days before the meeting. The notice shall also be posted conspicuously on the Condominium Property at least 14 days before the meeting. Such notice shall include an agenda of items to be considered at the meeting. Notice of any Board meeting at which regular or Special Assessments against Unit Owners are to be considered for any reason shall specifically state that Assessments will be considered and the nature, estimated cost, and description of the purposes for such Assessments. Evidence of compliance with this 14 day notice shall be made by an Affidavit executed by the person providing the notice and filed among the official records of the Association.

(b) Written notice of the place, day, and time of all other meetings of the Board, specifically identifying the agenda items, must be given to each director not less than 48 hours before the meeting; provided, however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given. Notice must be given to each director either personally, by electronic transmission, or by first class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the director at his or her address as it appears in the records of the Association, with postage thereon prepaid. Additionally, notice of every such meeting of the Board, stating the place, time, and agenda items, shall be posted conspicuously on the Condominium Property at least 48 continuous hours before any such meeting; provided, however, in the event of an emergency only such notice as is reasonable under the circumstances shall be required. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the directors. Such emergency action must be noticed and ratified at the next regular meeting of the Board.

(c) Notwithstanding the foregoing, notice of the annual budget meeting shall be given as provided in Article XI below.

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9. Presumption of Assent. A director of the Association who is present at a meeting of the Board at which action on any Association matter is taken shall be presumed to have assented to the action taken unless the director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A director who abstains from voting on any action taken by the Board shall be presumed to have taken no position with regard to the action.

10. Adjourned Meeting. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given in the same manner as set forth above.

11. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board.

12. Order of Business. The order of business at meetings of the Board shall be:

- (a) Roll Call.
- (b) Proof of the notice of meeting.
- (c) Read and dispose of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if applicable.
- (f) Adjournment.

13. Voting.

(a) Each director present at any meeting of the Board shall be entitled to one (1) vote on each matter submitted to a vote of the directors. Proxy voting and voting by secret ballot is not permitted, except that officers may be elected by secret ballot.

(b) A majority vote by the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board, unless a greater number is required by the Condominium Act or under any provision of the Association Documents.

14. Meeting By Communications Equipment. Any meeting of the Board may be conducted by means of a conference telephone or similar communications equipment provided all persons attending the meeting can hear each other at the same time. Directors attending by telephone conference shall be counted to obtain a quorum, and may vote by telephone.

15. Recordation of Actions. All actions of the Board shall be recorded in minutes. Unless the Board acts unanimously, the minutes shall include the name of each director and the manner in which each director voted on each matter.

16. Procedure. The directors may adopt their own rules of procedure which shall not be inconsistent with the Association Documents or applicable law.

17. Emergency Powers. In response to damage caused by an event for which a state of emergency is declared the Board may, but is not required to, exercise the

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emergency powers described in the Condominium Act from time to time. The emergency powers shall be limited to the period of time reasonably necessary to protect the health, safety, and welfare of the Association, the Unit Owners, and each Unit Owner's family members, tenants, guests, agents, or invitees, and as reasonably necessary to mitigate further damage and to make emergency repairs.

ARTICLE IX. OFFICERS

1. Designation. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and such other officers as the Board may determine appropriate from time to time.

2. Duties. The officers of the Association shall have a fiduciary duty to the Members. The responsibilities of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, having general overall supervision of the day-to-day business affairs of the Association, subject to the direction of the Board. The President shall preside at all meetings of the Members and the Board. The President or the Board may appoint chairpersons and members of committees as deemed appropriate by the President or the Board. The President or the Board shall first appoint the chairperson of the committee and shall thereafter appoint the members of the committee after consulting with the chairperson. The President shall execute with the Secretary or any other officer authorized by the Board, any deeds, mortgages, contracts, or other instruments which are duly authorized to be executed, except where the same is required by law to be otherwise signed and executed, and except where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Association. The President shall perform any and all other duties incident to the office of President and such other duties as may be designated by the Board from time to time.

(b) Vice-President. In the absence of the President or in the event of the President's death or inability or refusal to act, the Vice-President shall 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. If there is more than one (1) Vice-President, they shall assume the duties of President in the order in which they were elected. The Vice-President shall perform such duties as may be assigned by the President or by the Board.

(c) Secretary. The Secretary shall have custody of and maintain all of the corporate records except those maintained by the Treasurer; shall have custody of the corporate seal; shall record the minutes of all meetings of the Members and of the Board; shall have the primary responsibility, but not the exclusive right, to give notices required by these Bylaws; and shall perform any and all other duties incident to the office of Secretary and such other duties as may be designated by the Board or the President. The Secretary may attest to any agreement or recordable instrument on behalf of the Association, but such attestation is not required.

(d) Treasurer. The Treasurer shall:

(1) Have charge and custody of all corporate funds and financial records; shall keep full and accurate records of receipts and disbursements and render

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accounts thereof at the meetings of the Board and the Members; shall deposit all monies and other valuable effects in the name of and to the credit of the Association promptly, in such depositories as may be designated by the Board; and shall perform any and all other duties incident to the office of Treasurer and such other duties as may be designated by the Board or the President.

(2) Collect the Assessments and Special Assessments, and promptly report the status of collections and of all delinquencies to the Board.

(3) Give status reports to potential transferees of Units, on which reports the transferees may rely.

3. Election and Term.

(a) At each annual meeting of the Board, a majority of the directors then in office shall elect the officers of the Association for the ensuing year. The officers shall be elected by secret ballot. The President shall be a director. A person may hold more than one office. The failure to elect a president, vice-president, secretary, or treasurer shall not affect the existence of the Association.

(b) Each officer shall hold office until his or her successor is elected and qualified, or until his or her earlier resignation, disqualification, removal from office, or death. The President will not serve more than four (4) consecutive years.

4. Compensation of Officers. Officers shall serve without compensation. However, an officer may be reimbursed for actual expenses incurred in the performance of the officer's duties.

5. Removal of Officers. Any officer elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Association will be served thereby.

6. Resignation of Officers. Any officer elected or appointed by the Board may resign such office by delivering written notice of such resignation to the President or any director of the Association, and such resignation shall become effective immediately upon delivery of said notice or at such later date as may be specified in the notice.

7. Vacancies. Any vacancy, however occurring, in any office, may be filled by the Board. Any officer so elected shall hold office for the unexpired term of the officer he or she is replacing.

8. Execution of Documents. No person holding more than one (1) office shall execute any instrument on behalf of the Association in more than one (1) capacity.

ARTICLE X. ANNUAL BUDGET

1. Adoption by Board. The Board shall adopt an annual budget of estimated revenues and expenses for the Association. The budget shall be detailed and shall show

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the amounts budgeted by accounts and expense classifications as required by law. In addition to annual Operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for the Condominium if required by the Condominium Act or otherwise deemed appropriate by the Board. The amount to be reserved shall be computed by means of a formula which is based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve amounts annually to take into account any changes in the estimated replacement cost or extension of the useful life of a reserved item. A copy of the proposed annual budget shall be hand delivered, electronically transmitted, or mailed, by regular mail, to each Voting Representative not less than fourteen (14) days prior to the Board meeting at which the budget shall be considered (the "Budget Meeting"), together with a notice of the Budget Meeting. An officer or manager of the Association, or other person providing notice of the Budget Meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association. The Budget Meeting shall be open to all Unit Owners and Voting Representatives. Unless otherwise provided by law, reserves may not be waived or reduced prior to delivering to the Voting Representatives a proposed annual budget containing reserves required by law, if any.

2. Excessive Assessments. In the event the annual budget adopted by the Board requires Assessments which exceed one hundred fifteen percent (115%) of such Assessments for the prior fiscal year, the Board shall call a special meeting of the membership to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from the Voting Representatives for at least ten percent (10%) of the Units. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall mail, electronically transmit, or hand deliver a notice of the meeting to each Voting Representative. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. The Board may propose a revised budget to the membership at such special meeting, or in writing prior to said meeting. At the special meeting or any adjournment thereof, the membership may consider and adopt a substitute budget. The adoption of a substitute budget by the membership shall require the vote of a majority of the Voting Representatives. In the event a quorum is not attained or the membership is unable to adopt a substitute budget at the special meeting or any adjournment thereof, the annual budget previously adopted by the Board shall take effect as scheduled.

3. Determination of Increase. In determining whether Assessments exceed one hundred fifteen percent (115%) of Assessments for the prior fiscal year, there shall be excluded from the computation any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to incur on a regular or annual basis, or Assessments for betterments to the Condominium Property.

4. Waiver or Reduction of Reserve Funding. A majority of the Voting Representatives may vote to waive or reduce funding of reserves. The vote shall be taken

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at a duly called meeting of the Members conducted after the proposed annual budget, which includes full funding of required reserves, has been delivered to each Voting Representative as required by Paragraph 1 above. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than the 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.** If a meeting of the Members has been called to determine whether to waive or reduce the funding of reserves, and a quorum is not attained or a majority of the Voting Representatives do not approve the waiver or reduction, the reserves included in the annual budget shall go into effect. Any vote to waive or reduce the funding of reserves shall be effective for only one (1) annual budget.

5. Use of Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority of the Voting Representatives at a duly called meeting of the Members.

6. Amended Budget. Subject to the limitations set forth in Paragraphs 3 and 4 above, in the event the annual Assessments prove to be insufficient to pay the Operating expenses of the Association, the budget may be amended at any time by the Board. An amended budget shall be adopted in the same manner as an annual budget.

ARTICLE XI. ASSESSMENTS

1. Determination and Payment. Annual Assessments levied against Units shall be paid in monthly installments. After adoption of an annual budget, a determination of the annual Assessment levied against each Unit shall be made by apportioning the total sum of the budget among the Units according to the percentages for sharing Common Expenses set forth in the Declaration. The Board shall promptly deliver or mail to each Voting Representative a statement setting forth the amount of each Assessment installment and the date on which each installment is due. Each installment shall be due and payable regardless of whether the statement is sent or actually received by the Voting Representative.

2. Failure to Adopt a Budget. If an annual budget has not been adopted for the accounting year at the start of said year, an Assessment in the amount of the last prior annual Assessment shall continue in force until changed by an amended Assessment, at which time any overage or shortage calculated shall be added or subtracted from each Unit Owner's next due installment.

3. Excess Income. If for any reason the Assessments levied against the Units produce income in excess of the Association's needs, such excess income shall be retained by the Association to be applied to any reserve account or to the next ensuing year's Operating expenses, at the discretion of the Board. Such excess shall not be refunded to the Unit Owners.

ARTICLE XII. CONTRACTS FOR PRODUCTS AND SERVICES

1. Contracts in Writing. Subject to the exceptions set forth below, the following contracts with the Association must be executed in writing:

- (a) All contracts for the provision of services.
- (b) Any contract that is not to be fully performed within one (1) year after the making thereof.
- (c) All contracts for the purchase, lease, or renting of materials or equipment to be used by the Association in Operating the Condominium Property.

2. Exceptions to Written Contracts. Notwithstanding the foregoing, contracts with employees are not required to be in writing.

3. Competitive Bidding. Where a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association in an aggregate amount that exceeds 5 percent (5%) of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for such materials, equipment, or services, but the Association shall not be obligated to accept the lowest bid.

4. Exceptions to Competitive Bidding. The following contracts will not be subject to the competitive bid requirements of Paragraph 3 above:

- (a) If the business entity with which the Association desires to enter into a contract is the only source of supply within Manatee County, Florida.
- (b) Materials, equipment, and services provided to the Association by a franchise-holder under a local government franchise agreement.

5. Emergencies. This Article shall not be construed to limit the ability of the Association to obtain needed products and services in an emergency.

ARTICLE XIII. BOOKS, RECORDS AND FINANCES

1. Books and Records. The Association shall maintain each of the items described in Section 718.111(12) of the Condominium Act, when applicable, which shall constitute the official records of the Association.

2. Funds.

(a) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary, Treasurer, and such other officers or persons as the Board may from time to time designate. Checks shall be issued only for bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

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(b) Drafts or other orders for the payment of money, excepting depository accounts, and all notes or other evidences 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. In the absence of such determination by the Board, such instruments shall be signed by the President, and countersigned by the Treasurer.

(c) For investment purposes only, reserve funds may be commingled with Operating funds of the Association. Commingled Operating and reserve funds shall be accounted for separately, and the available balance of a commingled account shall not, at any time, be less than the amount identified as reserve funds.

3. Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion, of a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall mail to each Voting Representative at the address last furnished to the Association by the Voting Representatives or hand deliver to each Voting Representative, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Voting Representatives, without charge, upon receipt of a written request from the Voting Representatives. The financial report shall consist of a report of cash receipts and expenditures which must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by account and expense classifications.

ARTICLE XIV. NON-PROFIT OPERATIONS

This Association shall not authorize nor issue shares of stock. No dividend will be paid, and no part of the income of the Association will be distributed to its Members, directors, or officers.

ARTICLE XV. CORPORATE SEAL

The Board may adopt a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, the year of incorporation, and the words "corporation not for profit".

ARTICLE XVI. AMENDMENT OF BYLAWS

A proposal to revise, amend, or restate these Bylaws may be made by the Board or by ten percent (10%) of the Voting Representatives. A proposal by the Voting Representatives shall be submitted to a vote of the membership not later than the next annual meeting of the Members for which proper notice may be given. Nothing contained in this Article shall preclude the calling of a special meeting of the Members to vote on the proposed amendment. A proposed revision, amendment, or restatement of these Bylaws must be approved by a majority of the Voting Representatives, voting either in person or by proxy. No amendment to the Bylaws shall be valid unless recorded, with identification

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on the first page thereof of the book and page of the public records where the Declaration is recorded.

ARTICLE XVII. MISCELLANEOUS

1. Arbitration. Certain disputes between Unit Owners or Unit Owners and the Association are subject to mandatory non-binding arbitration as more fully set forth in the Condominium Act.

2. Articles and Other Headings. The Articles and other headings contained in these Bylaws are for reference only and shall not affect the meaning or interpretation of these Bylaws.

3. Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural thereof.

4. Revocability of Authorizations. No authorization, assignment, referral, or delegation of authority by the Board to any officer, agent, or other official of the Association shall preclude the Board from exercising the authority required to meet its responsibility to Operate the Condominium. The Board shall retain the right to rescind any such authorization, assignment, referral, or delegation in its sole discretion.

5. Validity. Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect. Defects or omissions in the Bylaws shall not affect the validity of the Condominium or the title to Units.

6. Robert's Rules of Order. All membership meetings and Board meetings shall be conducted in accordance with the latest edition of Robert's Rules of Order.

7. Indemnification

a) 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 or she is or was a director, officer, or committee member of the Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments, including punitive damages; fines; and amounts paid in settlement actually and reasonably incurred by him or her 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 or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her 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,

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conviction, or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she 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 such 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.

b) 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 herein, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may 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 subject to the understanding and agreement of such director, officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association. Upon request, such advances shall be made upon the approval of a majority of the Board of Directors.

d) Miscellaneous. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any 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.

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AMENDED AND RESTATED

ARTICLES OF INCORPORATION PALMA SOLA HARBOUR CONDOMINIUM, INC.

The owners of Palma Sola Harbour, a Condominium, do by these Articles, associate themselves as a corporation not for profit under Chapter 617, Florida Statutes.

1. NAME.

The name of this corporation is PALMA SOLA HARBOUR CONDOMINIUM, INC. The office and registered agent of the corporation shall be as determined from time to time by the Board of Directors.

2. PURPOSE.

The purposes of the corporation are:

(a) To perform all acts and duties normally performed by a condominium association for the property known as PALMA. SOLA HARBOUR, a Condominium, herein called the condominium, in Manatee County, Florida including but not limited to, the following:

(1) To establish and collect assessments from the members for operating, maintaining, repairing, improving and administering the condominium.

(2) To provide for the operation, administration, maintenance, repair, improvement, replacement, insurance and utilities for the condominium from the proceeds of the assessments.

(3) To carry out the duties required of and exercise the powers granted to the corporation and accept the benefits conferred on it by the Declaration of Condominium.

(b) To accomplish the foregoing purposes, the corporation shall have all corporate powers authorized by Florida law and the powers authorized for a condominium association by Chapter 718, Florida. Statutes, and particularly, but not by way of limitation, the following additional powers:

(1) To enter into agreements whereby the corporation acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, to provide for the enjoyment, recreation or other use or benefit of the members, whether or not contiguous to the lands of the condominium.

(2) To contract with a third party for the management of the condominium and delegate to such manager any or all powers and duties of the corporation except those that are specifically required by the Declaration and Bylaws, or either, to be approved or performed by the Board of Directors or the members of the corporation.

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3. NONPROFIT CORPORATION.

As a nonprofit corporation, no part of the income of the corporation shall be distributed to its members, directors or officers except to reimburse them for reasonable expenses paid by them for the corporation.

4. MEMBERS.

(a) Each person owning a vested present interest in the fee title to a unit in the condominium, evidenced by recordation of an instrument in the public records of Manatee County, Florida, shall be a member of the corporation after approval of the transfer as provided in the Declaration of Condominium. A person's membership shall automatically terminate when that person no longer owns a record ownership interest in the unit.

(b) The owners of a unit shall collectively be entitled to one vote.

5. TERM.

The corporation shall have perpetual existence.

6. SUBSCRIBERS.

The names and residences of the subscribers are as follows:

<u>Name</u>	<u>Residence</u>
Irving Z. Mann	12995 Arch Creek Terrace North Miami., Florida
Herbert J. Salzman	365 Morningside Drive Sarasota, Florida
Stanley M. Robbins	Apt. 307B, 450 Gulf of Mexico Dr. Sarasota, Florida

7. DIRECTORS.

The affairs and property of the corporation shall be managed and governed by a Board of Directors. Each director shall be an owner or a spouse of an owner or an officer of a corporate owner, of a unit in the condominium, or a trustee or beneficiary of a trust which owns such a unit. Directors shall be elected by the members in accordance with the Bylaws at the annual meetings of the members of the corporation.

8. OFFICERS.

The Board of Directors shall elect by secret ballot from among its members a President, Vice President, Secretary, Treasurer and such other officers as it deems proper at the annual meeting of the Board of Directors to be held immediately following the annual meeting of the members. Any two offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person and the President may not serve more than four (4) successive years as President.

9. EXCULPATION.

The directors and officers may lawfully and properly exercise the powers of the corporation notwithstanding that some or all of them who may be directly or indirectly concerned in the exercise of the powers and in the negotiation and consummation of agreements, or either, are some or all of the persons with whom the corporation enters into the agreements or who own part or all of the entity with which the corporation enters into the agreements, provided that any decision or agreement made by the board of directors in which a director has an interest shall be made without the vote of the interested director and only after the interest of that director has been disclosed to the other directors, and provided that the decision or agreement is in the best interests of the corporation and its members.

10. BYLAWS.

The Bylaws of the corporation may be amended in the manner provided in the Bylaws.

11. AMENDMENT.

These articles may be amended by the affirmative vote of two-thirds of the members of the corporation, upon proposal by the Board of Directors.

PALMA SOLA HARBOUR CONDOMINIUM RULES AND REGULATIONS Amended April 2018

Florida Condo law provides that **OWNERS, RENTERS, and INVITEES** must comply with the association's Declaration, By-laws and these Rules and Regulations, all of which are deemed to be part of any rental, loan or lease agreement. These documents are set forth on the condo web site at www.pshcondos.com.

The following Rules and Regulations have been drawn from the Declaration and By-laws and decisions of the Board of Directors.

Recreation facilities:

- The use of all recreation facilities is limited to owners, renters, guests who are in residence at PSH and current employees of PSH.
- All other persons who are daily guests and **not in residence** must be accompanied by a residing owner, renter or employee when using the recreational facilities.

Tennis courts:

- Close at Dusk.
- When players are waiting, play shall be limited to one hour.
- No pets are allowed on the courts.
- Tennis courts may only be used for racquet sports (no skateboards, rollerblades, etc.).

Pools and Pool Patio Areas:

- Both the large and the small pool close at dusk.
- No rafts or floating devices other than "pool noodles" are allowed in the pool.
- No diving or jumping from the sides of the pools.
- No pets are permitted on the patios or in pools.
- Children under 12 must be accompanied by an adult at all times.
- No glass containers are permitted at any time.
- No food is allowed on the patio/deck area within four (4) feet of the pool.
- No pool parties except with advance authorization from the **PSH Manager**.
- No infants in diapers may use the pools.
- No roller blades, skates, skateboards, bicycles or similar items are allowed on the patio areas around the pools or any other brick paver area.
- Everyone using the pool must shower before entering the pool.

Recreation Center Building:

- Closes at 10 p.m. except for functions approved by the association.
- The building is for the use of persons over 18 years of age, except at PSH Manager or Board authorized functions.
- No pets allowed in the recreational building.

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- No wet bathing suits will be worn in the recreational building and foot wear must be worn at all times.
- Private use must be authorized in advance by the **PSH Manager**.
- Use of the Recreation Center is limited to owners, renters, members of their families, their guests who are in residence overnight and PSH employees unless attending routine events or events which have been authorized in advance.

Roads and Parking:

- Roads and Parking are governed by section 25 of the Declaration of condominium of PSH, which can be viewed on the condo web site at www.pshcondos.com.
- Speed limit on Condominium property is **15 mph**.
- Only passenger vehicles are allowed to be parked on Condominium property. Passenger vehicles shall mean cars, station wagons, sport utility vehicles, golf carts, motorized wheel chairs, medically required personal transportation devices, passenger vans and passenger pick-up trucks, which are described in Section 25 of the Declaration. Motorcycles and motorbikes/scooters are not permitted on PSH property.
- Unit owners or renters shall not park or permit to be parked on Condominium property any commercial vehicles or recreational vehicles. For overnight parking (10 pm to 8 am) of passenger pick-up trucks the passenger pick-up truck must be parked in the driveway/carport of a unit.
- Vehicles on condominium property not in conformity with Section 25 of the Declaration will be removed at the owner's expense.
- The vehicles of all owners and long term (annual) renters on the condominium property will display a PSH sticker at all times.
- Vehicles, except golf carts, must not park or drive on the grass anywhere on condominium property.
- No vehicles shall be parked such that any portion of it extends into the traveled portion of the roadway.
- No vehicle may be parked which is not currently licensed, or which, in the sole opinion of the Board of Directors, is so deteriorated as to be unsightly.
- No overnight sleeping in parked vehicles.
- Please see section 25 in the Declaration for more parking rule details at www.pshcondos.com

Common Elements:

- No trash or private objects of any kind are to be deposited or left on the Common Elements
- No advertisements, signs, or notices of any kind may be displayed on or in view from the Commons Elements unless approved by the PSH Manager.

Pets:

- Limit of 2 pets.
- Pit Bulls, Doberman Pinchers and Rottweilers are not allowed on PSH Condominium property.
- All pets must be carried or on a hand held leash when outside.

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- All pet owners shall be responsible for picking up and removing all droppings. Note: There are 3 pet waste stations available in PSH
- The Board of Directors may order and enforce the removal of any pet that becomes a nuisance or an unreasonable source of annoyance to other occupants by reason of barking or otherwise.
- Pets shall never be tethered within the condominium property.

Villas:

- No structural additions or changes are allowed (including color changes) affecting the exterior of any unit or its appearance without prior consent from the Board of Directors. Villa Modification application forms are available from the office or from the PSH Website.
- Unit keys **must be provided** to the Office for **all** outside doors in order that the Condominium staff may have access in case of an emergency.
- No advertisements, signs or notices of any kind may be displayed on any unit or vehicles.
- Nothing that will increase insurance rates, interfere with the rights of other owners, or constitute a public nuisance (noise or otherwise) will be permitted.
- Units may be used for residential purposes only.
- Garments, rugs, laundry and similar items may not be hung from windows or on patios or porches.
- Carports must be kept neat and clean and not be used for storage except in approved permanent built-in cabinets. No vessels may be stored in the carport of a Unit unless such vessels are inside an approved carport storage cabinet. This includes, without limitation, canoes, kayaks, inflatables, and all other motorized or non-motorized vessels.
- No fences may be built or placed around patios unless they are approved by the Board of Directors and must be standard condominium color and style.
- From June 1st to November 1st (hurricane season) all Carports and open Patios will be free of all patio furniture, barbecue equipment and potted plants, etc. when the unit is not occupied.
- Pest control inside the condo unit is the responsibility of the unit owner. The association will take corrective action only if the owner, renter, occupant has previously taken all reasonable care for pest control. Termites are the responsibility of the association.
- In order to avoid or limit possible damage to a unit, if a unit will be vacant for more than 30 days, the unit owner should ensure that the unit is inspected and the inspection documented and dated by a competent person. This check should include, but is not limited to, checks for such things as, any evidence of pest problems (termites, rodents etc.), a check for any water intrusion (roof leaks, window/door leaks, plumbing fixture leaks etc.). The suggested frequency for these checks is once per week. All issues or concerns found during these inspections should be reported to the PSH Office immediately. When left vacant, the water must be shut off at the outside main supply and the water heater electrical breaker turned off. The HVAC unit must be left on with the thermostat set at no more than 80 degrees to prevent mold from growing. Once every 30 days the water must be turned back on and all toilets in the unit flushed and then the water turned back off at the outside main. This is to protect our cast iron

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sewer pipes. The costs of any damage to the unit, an adjacent unit or any common element portions of the building caused or worsened by the Unit Owner's negligence in failing to have the unit checked will be the responsibility of the Unit Owner. As per the PSH Declaration 8.01 (e) "All damage to the Common Elements caused by the negligence or intentional acts of a Unit Owner shall be repaired by that Unit Owner".

- No work is allowed by contractors on Sundays and after 6 p.m. on all other days except for emergency work.

Realtors:

- Realtors having an open house must contact the PSH Office to get the "Open House" gate code for access to the PSH property and post a sign at the gate giving this code. NOTE: The code only works from 10:00 am to 4:00 pm on Saturday and Sunday.
- If placing a for sale sign on the Common Element abutting Cortez Road, these signs shall be displayed only on weekends between 10 a.m. and 4 p.m. During open houses, additional signs may be displayed on condominium property directing people to the unit having the open house.

Storm Shutters

- Per State law, all unit owners of a condominium are permitted to install permanent storm shutters on windows and doors to provide a degree of protection to interior contents and finishes during a hurricane. To that extent, and without prejudice to any owner wishing to install storm shutters, the Board may from time to time issue rules governing the installation, appearance and operation of same.
- Owners must have Board approval of type and color before installing shutters.

Plantings:

- All requests for plantings except for annuals or potted plants must be submitted on a Request for Villa Modification Form and requires approval from the PSH Landscape Committee.
- Limited Common Element Plants except trees may be placed up to 10 feet from the rear of the building as originally constructed provided they do not adversely affect any other unit. Plants and trees may be placed up to 8ft. from a corner (end units only). All such plantings and trees shall be maintained by the Association which shall, at the discretion of the Board, be trimmed and/or removed if deemed detrimental to the buildings.
- Common Elements Plants may be placed up to 6 ft. from the front and sides (end units only), expanding out to 8 ft. from the corners (end units only), and up to the front edge of the carport. All such plantings and trees shall be maintained by the Association which shall, at the discretion of the Board, be trimmed and/or removed if deemed detrimental to the buildings.

Transfers (Loan) and Permitted Occupancy:

- A unit may be occupied only by the following persons; owners, renters, or anyone to whom the unit is loaned by the owner.

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- Children without an accompanying adult family member must be at least eighteen years of age.
- If a unit owner wishes to rent or lease his unit he must submit to the **PSH MANAGER**, for approval by the Board of Directors, a **COMPLETED** and **SIGNED** "APPROVAL FOR RENTAL OR LOAN FORM" along with the applicable Application Fee at least fifteen (15) business days before the occupancy.
- Unit owners **MUST** provide a copy of the current Rules and Regulations to renters. Any rental, lease or other use not approved by the Board is void and unenforceable.
- A rental or lease may not begin for two (2) years following the sale of a unit.
- A unit may not be leased, rented or loaned together such that a total of more than two (2) rentals, leases or loans begin in any calendar year, and then only in conformity with the Declaration of Condominium and Rules. Rentals must be for a minimum of 30 days and for no longer than one (1) year. The rental may be renewable at the end of the year if approved by the Board of Directors and no rental fee is required. If a lease is in effect on a unit that is sold that existing lease will not be renewed or a new lease approved during the two (2) year period starting from the time of the sale of the unit.

Docks and Waterways:

- A unit owner may build a dock at their seawall only after prior written authorization of the Board of Directors and subject to any specifications the Board may impose. Note: The cost of removal and replacement of the dock and any associated equipment, davits, lift etc., if required to allow the Association to perform maintenance or repairs to the Seawall is the responsibility of the unit Owner.
- All vessels docked overnight at PSH must have a current Certificate of Registration for the vessel, and a copy must be filed with the Association, together with the current contact information and emergency contact information for the owner of the vessel. Only vessels owned by PSH owners, renters or their guests may be docked overnight at PSH (note; guests must be in residence at PSH).
- If the vessel docked overnight is being rented by the unit owner, renter or their guest, then, in addition to the Certificate of Registration, a copy of the rental agreement must also be filed with the Association.
- Docks may be rented or used by another owner or renter with the approval of the Unit Owner.
- No overnight sleeping is allowed on a moored or anchored boat within Palma Sola Harbour. This applies to unit owners, renters and guests.
- Liability for docks is the owners' responsibility as they own the docks.
- There shall be no cleats or objects of any kind mounted to any part of the sea wall within the confines of Palma Sola Harbour. There shall be no objects installed behind the seawall for purposes of securing a vessel or attached to the dock for support. Any cleats or other devices presently installed shall be removed.

Work Orders:

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- A written work order form must be filled out for any repair work or service that is required for which the Association is responsible. Work Order Forms are available in the PSH Library and on the PSH Website.

Golf Carts and Small Electric Vehicles:

- Owners may own and operate golf carts on condominium property providing the following is complied with:
- Only battery powered golf carts or handicapped transporters can be used.
- Liability insurance is the owner's responsibility.
- Operation must be in a safe manner. The owner is responsible for the safe operation of the vehicle at all times.
- Children under 16 must not operate golf carts or electric vehicles on condominium property at any time.

Unattended Vehicles:

- Authorized unit occupants who leave their vehicles unattended for a period in excess of 30 days on Condominium property shall provide the vehicle keys with the **PSH Manager** or advise where the keys may be located in order that the vehicle may be moved if required in case of fire or necessary unit maintenance.

Garbage Collection and Recycling:

- Collection of garbage by the condominium staff is scheduled for Mondays and Thursdays starting at 9 am. Garbage must be double bagged and tied securely in plastic bags. Garbage for pickup must be placed at the end of the driveway and not left on the grass beside the driveway. If left out overnight, it must be placed in a covered container. If a special pickup is required, please notify the office. **Do not deposit garbage at or around the compactor.**
- Items approved for recycling may be put in the recycling container in the maintenance area. Items not approved for recycling such as plastic bags, building material and other waste must not be placed in the recycling container but placed out with the regular garbage for pickup.

Rule Violations:

Any Owner or Occupant found in violation of any of the above Rules or any other terms of the Condominium Documents will be liable for any fines imposed as per Section 28 of the Declaration of Condominium.