

DECLARATION OF CONDOMINIUM
OF
LONGBOAT HARBOUR, A CONDOMINIUM

A. First Longboat Harbour, a Condominium, was created by the recording of a Declaration of Restrictions, Reservations, Covenants, Conditions and Easements for First Longboat Harbour, a Condominium, in the Public Records of Manatee County, Florida in Official Records Book 430, Page 604, et seq.

B. First Longboat Condominium, Inc., a Florida not-for-profit corporation, was organized to operate and maintain First Longboat Harbour, a Condominium.

C. Second Longboat Harbour, a Condominium, was created by the recording of a Declaration of Restrictions, Reservations, Covenants, Conditions and Easements for Second Longboat Harbour, a Condominium, in the Public Records of Manatee County, Florida in O.R. Book 478, Page 9, et seq.

D. Second Longboat Condominium, Inc., a Florida not-for-profit corporation, was organized to operate and maintain Second Longboat Harbour, a Condominium.

E. It was recognized long ago that it would be more efficient, and cost effective, to consolidate many condominium operations into one corporation. As a result, Longboat Harbour Owners Association, Inc., a Florida not-for-profit corporation, was incorporated on April 4, 1972 and has ever since been delegated a substantial portion of the duties of First Longboat Condominium, Inc., and Second Longboat Condominium, Inc.

F. Pursuant to a properly adopted Plan of Merger, and in accordance with Chapter 617, Florida Statutes, First Longboat Condominium, Inc., Second Longboat Condominium, Inc., and Longboat Harbour Owners Association, Inc. were merged effective the 15th day of November, 2000. The surviving corporation was Longboat Harbour Owners Association, Inc.

G. First Longboat Harbour, a Condominium, and Second Longboat Harbour, a Condominium, have been merged to form Longboat Harbour, a Condominium. The merger of the two condominiums was approved in writing by every unit owner in First Longboat Harbour, a Condominium, and by every unit owner in Second Longboat Harbour, a Condominium, and by the owners and holders of liens and mortgages on all of the units in both condominiums.

H. Longboat Harbour Owners Association, Inc. has been designated as the Florida not-for-profit corporation to operate and maintain Longboat Harbour, a Condominium. The officers of Longboat Harbour Owners Association, Inc. have been instructed, pursuant to the provisions of Chapter 718, Florida Statutes, to execute this Declaration of Condominium and cause it, and its attached exhibits, to be recorded in the Public Records of Manatee County thereby establishing of record the merger of the two former condominiums and the creation of the merged condominium, Longboat Harbour, a Condominium.

NOW THEREFORE, Longboat Harbour Owners Association, Inc. does hereby record this Declaration of Condominium in the Public Records of Manatee County to reflect and establish of record the merger of First Longboat Harbour, a Condominium, and Second Longboat Harbour, a Condominium, into a merged condominium to be called, Longboat Harbour, a Condominium, and to submit all of the property constituting the former condominiums to this Declaration of Condominium, and in support thereof makes the following Declarations:

1. Submission. Each unit owner in First Longboat Harbour, a Condominium, and each unit owner in Second Longboat Harbour, a Condominium, by virtue of their written consent and approval of this Declaration of Condominium, do hereby submit their fee simple title in their condominium unit located within the referenced condominiums, together with their undivided share in the common elements and

appurtenances thereto, and any and all improvements constructed thereon, to condominium ownership and use pursuant to the provisions of the Condominium Act under this Declaration of Condominium.

2. Name of Condominium. The name by which the Condominium is to be identified is LONGBOAT HARBOUR, A CONDOMINIUM.

3. Definitions. The terms used in this Declaration and in the exhibits hereto shall have the meanings stated below and in Section 718.103, Florida Statutes, unless the context otherwise requires:

A. "Assessments" shall mean a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

B. "Association" shall mean LONGBOAT HARBOUR OWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, and its successors.

C. "Association Property" shall mean real or personal property titled or owned by the Association.

D. "Articles" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association as they exist from time to time.

E. "Board of Directors" shall mean Board of Administration as defined in The Condominium Act and shall constitute the representative body responsible for administration of the Association.

F. "Common Elements" shall mean that portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Common Elements unless owned by the Association. Reference to "Common Elements" include "Limited Common Elements" unless the context otherwise requires.

G. "Common Expenses" shall mean the expenses of administration, maintenance, operation, repair and replacement of the Common Elements, of any portions of the Units to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the Condominium, reasonable reserves for the replacement of the aforementioned property, and other expenses declared to be Common Expenses herein or by the Bylaws and any other valid expenses or charges against the Condominium as a whole for which the Unit Owners are liable to the Association. The enumeration of Common Expenses set forth herein is not exclusive.

H. "Common Surplus" shall mean the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenue over the amount of Common Expenses.

I. "Condominium" shall mean that form of ownership of Condominium Property under which Units in the Condominium Buildings are subject to ownership by different Owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements. This Condominium is a Residential Condominium as defined in the Condominium Act.

J. "Buildings" or "Condominium Buildings" shall mean the residential structures located on the Condominium Property.

K. "Condominium Act" shall mean Chapter 718 of the Florida Statutes as it exists on the date of recordation of this Declaration of Condominium in the Public Records of Manatee County, Florida.

L. "Condominium Documents" means this Declaration, the survey and plot plan, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.

M. "Condominium Parcel" shall mean a Unit together with an undivided share in the Common Elements which is appurtenant to the Unit.

N. "Condominium Property" shall mean and include the lands that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

O. "Declaration" or "Declaration of Condominium" shall mean this instrument as it may be amended from time to time.

P. "Guest" means any person (other than the Unit Owner and his family) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

Q. "Institutional Lender" shall mean a bank, real estate investment trust, life insurance company, licensed mortgage company, savings and loan association, real estate or mortgage investment trust, pension fund, agency of the United States Government, and FNMA, FHA and VA, or similar entities.

R. "Limited Common Elements" shall mean those Common Elements, which are reserved for the use of certain condominium Unit or Units to the exclusion of other Units, as specified in this Declaration and exhibits hereto.

S. "Member" or "Member of Association" means and refers to any person, natural, or corporate, who is a Unit Owner.

T. "Occupant" or "Occupy", when used in conjunction with a Unit, refers to a person staying overnight in a Unit.

U. "Single Family" Residential use shall mean permanent occupancy by a single housekeeping Unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons wherein no more than one such person is not related to all other such persons by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of a Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status; handicap, or other protected classifications under Fair Housing Laws.

V. "Unit" shall mean a part of the Condominium which is to be subject to private, exclusive ownership.

W. "Unit Owner" or "Owner" shall mean the fee title Owner of the Condominium Parcel.

4. Condominium Plats. Longboat Harbour, a Condominium, has been created by the merger of First Longboat Harbour, a Condominium, and Second Longboat Harbour, a Condominium. No new survey or condominium plat has been created. The property comprising the condominium property is adequately surveyed and located on the plat for First Longboat Harbour, a Condominium, as recorded in Condominium Book 2, Pages 1 and 2 and on the plat for Second Longboat Harbour, a Condominium, as recorded in Condominium Book 2, Pages 39 and 40, both of the Public Records of Manatee County, Florida, which by this reference are incorporated herein. The locations, dimensions, descriptions, identification and numbering and lettering of the respective condominium buildings and units shall be as described on those condominium surveys and plats. Units shall be described by reference to a building number, and a unit number. For example, "Unit 101, Building A, Longboat Harbour, a Condominium." In the event that the actual physical location of a unit at any time does not precisely coincide with the referenced surveys and plats, the actual physical location shall have control over the locations, dimensions and descriptions contained in the surveys and plats. In the event of a total or substantial destruction of any building, the locations, dimensions and descriptions of the respective units as set forth in the surveys and plats will control.

5. Unit Boundaries, Appurtenances, Possession and Enjoyment.

A. Units and Buildings. All units and buildings are completed. The Condominium consists of fourteen (14) residential Buildings containing three hundred (300) units. Certificates of a surveyor authorized to practice in the State of Florida were recorded with the referenced condominium surveys and plats certifying that the construction of the improvements was substantially complete so that the material in those surveys and plats, together with the provisions of this Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of Common Elements and of each Unit can be determined from this Declaration of Condominium and the exhibits attached hereto or incorporated herein.

B. Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- (1) The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (a) upper boundaries - the horizontal plane of the unfinished lower surface of the interior ceiling.
 - (b) lower boundaries - the horizontal plane of the unfinished upper surface of the concrete floor.
- (2) The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated interior surfaces of the plaster board walls bounding the Unit extending to intersection with each other and with the upper and lower boundaries.
- (3) When there are openings in any boundary, including, without limitation, windows and doors, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are excluded from the Unit.
- (4) The Unit shall not be deemed to include any pipes, wiring ducts or other utility installations that are physically within the above-described boundaries, but which serve other Units or the Common Elements. Such utility installations shall be Common Elements.

C. Appurtenances. There shall pass with each Unit as appurtenances thereto:

- (1) An equal undivided share of the Common Elements.
- (2) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time as the Unit may lawfully be altered or reconstructed from time to time.
- (3) An equal undivided share in the Common Surplus.
- (4) Membership and voting rights in the Association.
- (5) Exclusive use of Limited Common Elements as designated herein or in the surveys.

D. Possession and Enjoyment. Each Unit Owner is entitled to the exclusive possession of his Unit. He shall be entitled to the use of 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 the other Unit Owners.

There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created, except that each Unit Owner shall be entitled to the exclusive use of the Limited Common Elements appurtenant to his Unit.

6. Limited Common Elements.

6.1 Description of Common Elements. Certain Common Elements have been or may be designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been designated are as described in this Declaration and as further identified on the attached survey and plot plan.

A. Carpports. Every unit in the condominium, except Units 102 and 104, Building D, Units 101 and 206, Building E, Unit 305, Building F, and Unit 104, Building J, has an assigned carport reserved for its exclusive use. The carport numbers and locations are maintained as part of the records of the Association. The six units described above have an assigned parking space reserved for their exclusive use with the parking space number and location also being kept as part of the Association records. Maintenance of all the carports and the parking spaces shall be by the Association and shall be a common expense. The owners of the six units without a carport shall have the right, at their expense, to erect a carport over their assigned parking space provided they first obtain the written consent of the Board of Directors of the Association.

B. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements. The maintenance, repair and replacement of such equipment, fixtures and installations shall be by and at the expense of the Unit Owner.

C. Lanais. The lanai attached to and serving exclusively a Unit shall be a Limited Common Element. No lanai may be enclosed without the prior written approval of the Board of Directors and no carpet or other floor covering shall be installed on any lanai which is exposed to the weather without prior approval of the Board of Directors. The maintenance, repair and replacement, and insurance coverage, of such approved carpeting, covering or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of screening, sliding glass doors and tracks, assemblies and framing thereof, shall also be the responsibility of the Owner.

D. Others. Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required under Section 12 of this Declaration to be maintained, repaired or replaced by, or at the expense of, the Unit Owner, shall be deemed a limited Common Element, whether specifically described above or not. This provision includes windows and doors, including all hardware, locks and framings associated with these items, and screening.

6.2 Exclusive Use. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right to such use passes with the Unit, whether or not separately described, and cannot be separated from it.

7. Common Elements; Easements.

7.1 Definition. The term "Common Elements" means all portions of the Condominium Property not included within the Units, and includes without limitation the following:

A. The Land.

B. All portions of the Buildings and other improvements on the Land not included within the Units, including Limited Common Elements.

C. Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to Units and the Common Elements.

D. An easement of support in every portion of the Condominium which contributes to the support of a Building.

E. The property and installations required for furnishing utilities and other services to more than one Unit or to the Common Elements.

F. Certain facilities serving the condominium were originally leased to First Longboat Condominium, Inc., and Second Longboat Condominium, Inc., the predecessors to Longboat Harbour Owners Association, Inc. The Lease was terminated and the former leased property was conveyed to the then owners of the condominium units as additional common elements by virtue of deed recorded in O.R. Book 729, Page 94, et seq., Public Records of Manatee County, Florida.

The common elements include, without limitation, the beach on the Gulf of Mexico, beachhouse, storage sheds, car-washing equipment, tennis court, fishing piers, clubhouse and office facilities, including billiard room, recreation hall, kitchen, gym, restrooms and showers, saunas, woodworking shop, putting green, shuffleboard courts, art studios, conference and meeting rooms, manager's office, and manager's apartment. The common elements also include four swimming pools, bicycle storage sheds, and trash and garbage sheds, together with other landscaped and paved areas.

8. Easements. The following easements are established and reserved over, across, under and through the Condominium Property, the Units, the Common Elements and Limited Common Elements, each to be a covenant running with the land of the Condominium Property, and in favor of the Association, individual or collective Unit Owners, governments having jurisdiction, suppliers of utility services, the public, third parties, as the context may require:

A. Ingress and Egress. Non-exclusive rights-of-way by vehicle or on foot in, to, over and upon the roads, drives, streets, driveways, walks and paths, as same may be located or as they may be built or relocated in the future, for all reasonable and usual purposes for which such roads, drives, streets, driveways, walks and paths are commonly used, and to provide ingress to and egress from each Unit and all and singular the Common Elements and Limited Common Elements. This easement shall not be construed to grant or create the right or privilege to park any vehicle on any part of the Condominium Property not designated as a parking area.

B. Utilities and Duct Work. Easements as may be required, desirable or necessary for the furnishing of utility services to any one or more Units, the Common Elements, Limited Common Elements, the Condominium Property. Easements shall exist in all Common Elements and within Units for utility services and an easement in gross is hereby granted in all Common Elements for utility services in favor of governments having jurisdiction, and suppliers of utility services. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Also such easements as may be required, desirable or necessary for duct work and condensate lines for the furnishing of air-conditioned, cooled or heated air to the Units from air-conditioning or heating equipment or installations located without the Unit boundaries. Easements reserved hereunder shall include access easements over the Common Elements for installing, reading, repairing, maintaining and replacing meters, lines and other facilities supplying utilities to the Condominium Property.

C. Encroachments. If a Unit or a Limited Common Element shall encroach upon any Common Element or Limited Common Element, or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist. If any Common Elements or Limited Common Elements shall encroach upon a Unit as a result of original construction or the non-purposeful or

non-negligent act of the Association, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Maintenance. Such easements as may be reasonably necessary or desirable are provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of the Units, Common Elements and Limited Common Elements, utility services, and for implementation of any of the maintenance or repair obligations of the Association and Unit Owners.

9. Ownership Interest in Common Elements and Common Surplus/Share of Common Expense. As permitted by law at the time of the creation of the condominiums comprising this merged condominium, every unit owner was assigned an equal undivided ownership interest in the common elements, and an equal undivided ownership interest in the common surplus. These equal undivided interests shall continue so that each unit owner in the condominium owns an undivided 1/300th interest in the common elements, and an undivided 1/300th interest in the common surplus. Each unit owner's share of the common expense shall not be equal, but instead shall be governed by the following percentages:

Each one bedroom unit in Buildings A, B, C, D, E, F and G	.27777%
Each one bedroom unit in Buildings H, I, J, K, L, M or N	.28089%
Each two bedroom inside unit in Buildings A, B, C, D, E, F or G	.32738%
Each two bedroom inside unit in Buildings H, I, J, K, L, M or N	.32771%
Each two bedroom corner unit in Buildings A, B, C, D, E, F or G	.37698%
Each two bedroom corner unit in Buildings H, I, J, K, L, M or N	.37453%

Total allocated common expense..... 100%

10. Association. The operation of the Condominium is by Longboat Harbour Owners Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

10.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "A".

10.2 Bylaws. A copy of the Amended and Restated Bylaws of the Association are attached as Exhibit "B."

10.3 Delegation of Management. The Board of Directors may contract for the management and maintenance of the Condominium Property and authorize a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance and repair of the Common Elements with funds made available by the Association for such purposes. The Association and its Directors and officers shall, however, retain at all times the powers and duties provided in the Condominium Act.

10.4 Membership. The membership of the Association shall be comprised of the fee title Owners of the Units, as further provided in the Bylaws.

10.5 Acts of the Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit Owners. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

10.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these

purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose reasonable fees for use of Common Elements or Association Property. The Association, upon written approval of a majority of the voting interest, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

10.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by Unit Owners, or their authorized representatives, at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Unit Owner seeking copies.

10.8 Purchase of Units. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board of Directors.

10.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided by 10.8 above, the power to acquire real property may be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

10.10 Disposition of Property. Any real property owned by the Association may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board of Directors, but only after approval by at least a majority of the voting interests. Personal property can be disposed of or encumbered by the Board of Directors.

11. Assessments and Liens. The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and special Assessments for unusual, non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in the Bylaws and as follows:

11.1 Common Expenses. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts.

11.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the Common Expenses, as set forth in Section 9 of the Declaration of Condominium.

11.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

11.4 Assessment Obligations. The fee title Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 of this Declaration, whenever title to a Condominium Parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor.

without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

11.5 Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as provided herein as to certain mortgages.

11.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees, and costs, and finally to unpaid Assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

11.7 Acceleration. If any special Assessments or installments as to a Unit become more than thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessments and all special Assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by Section 718.116, Florida Statutes, or may be sent separately.

11.8 Liens. The Association has a lien on each Condominium Parcel securing payment of past due Assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Manatee County, Florida, stating the description of the Condominium Parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

11.9 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien of any recorded first mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

11.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

11.11 Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Condominium Parcel and the interest of the Owner in the Condominium Parcel is

sold, the Owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

11.12 Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

12. Maintenance, Limitations Upon Alterations and Improvements. Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

12.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a Common Expense. The Association's responsibilities include, without limitation:

- A. Electrical wiring up to the circuit breaker panel in each Unit.
- B. Water pipes up to the individual Unit cut-off valve.
- C. Cable television lines up to the wall outlet.
- D. Main air conditioning condensation drain lines up to the point where the individual Unit drain line cuts off.
- E. Sewer lines up to the point where they enter the individual Unit.
- F. All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- G. The repair and replacement of the entrance door(s) to the Units, and painting of exterior surface.
- H. All exterior Building walls, including painting, waterproofing, and caulking.
- I. Screen framing and supports on the lanais, and structural lanai posts.
- J. Grounds maintenance, including grass, flowers, landscaping, roads and sidewalks.
- K. Elevators.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his predecessor in title.

Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board of Directors, may assume some of the maintenance responsibilities of the unit owners for portions of the units or limited common elements, provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the unit owner. The resolution shall be included as part of the Association records and all expenses incurred by the Association in performing these assumed maintenance duties shall be a common expense. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board of Directors.

12.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The Owner's responsibilities include, without limitation:

- A. Screens, screen doors, windows and window glass.
- B. Maintenance of the interior surface of the entrance door(s) to the Unit.
- C. All other doors within the Unit.
- D. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit and serving only the Unit.
- E. The circuit breaker panel and all electrical wiring going into the Unit from the panel.
- F. Appliances, water heaters, smoke alarms and vent fans.
- G. All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.
- H. Carpeting and other floor coverings.
- I. Door and window hardware and locks, including sliding glass door assemblies and tracks.
- J. Shower pans.
- K. The main water supply shut-off valve for the Unit.
- L. Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- M. All interior partition walls which do not form part of the boundary of the Unit (excluding load bearing portions thereof).

12.3 Other Unit Owner Responsibilities:

- A. Lanais. Where a Limited Common Element consists of a lanai area, the Unit Owner who has the right of exclusive use of the lanai shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; maintenance, repair and replacement of all fixed glass and sliding glass doors and tracks and assemblies and framing thereof, and screening, and any approved glass or other enclosures, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, and the replacement of light bulbs. The

Association shall only be responsible for the maintenance, repair and replacement of all exposed exterior walls of the Building, the concrete slabs, the structural lanai posts, and the screen framing and supports.

B. Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

C. Flooring. An Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with rugs or carpeting, or require the removal of such hard-surface flooring at the expense of the Unit Owner.

D. Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

E. Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to his Unit, the Common Elements, or the Limited Common Elements, the Unit Owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the Condominium Property.

F. Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

12.4 Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any material alterations or substantial additions to his Unit, the Common Elements, or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. No Owner may alter the landscaping of the Common Elements in any way without prior Board approval.

12.5 Alterations and Additions to Common Elements and Association Property by Association. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than five (5%) percent of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be

made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

12.6 Enforcement of Maintenance. If after reasonable notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit or Limited Common Element, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which is necessary in the business judgment of the Board of Directors. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any.

12.7 Negligence; Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any Member of his family or his guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Elements appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association as provided in this Declaration), and personal property therein, in a such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

12.8 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. Reasonable notice must be given when unit is occupied except for emergency situations. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

12.9 Pest Control. At the request of the Unit Owner, the Association may supply pest control services for the inside of the owner's unit, with the cost thereof being the individual expense of the owner, collectable by the Association in the same manner of assessments, with lien and foreclosure rights.

12.10 Lanai Enclosures and Other Alterations. Notwithstanding any provision hereinabove set forth to the contrary, the Board of Directors may adopt a basic approved plan for enclosing and/or glassing-in of lanais, or for other types of Owner alterations or additions. If it does, a Unit Owner may proceed in accordance with the approved plans without specific consent from the Board of Directors, provided that such screening enclosure or alterations conforms in all respects to the approved basic plans and specifications therefor.

12.11 Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. No hurricane shutter except the standard model, color and style adopted by the Board of Directors shall be permitted.

13. Use Restrictions.

A. Use of Units. Each Unit is hereby restricted to Single Family Residential use. Temporary occupancy of a unit by guests when the owner is in residence is permissible provided no guest may occupy a unit in excess of fourteen (14) continuous days or more than sixty (60) days in a calendar year, and all guests must comply with all restrictions. No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

1. The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents, and applicable law.

2. Unit Owners and tenants may conduct limited professional or business activities incident to the primary use of the unit for residential purposes, if confined solely within their Unit, but only if the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.

B. Nuisance Prohibited. No nuisances shall be allowed to be committed, or maintained upon the Condominium Property nor any use or practice that is the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

C. Observance of Laws and Property Conduct. No immoral, improper, or offensive use shall be made on the Condominium Property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed.

D. Regulations. Reasonable regulations concerning the use of the Common Elements, Units, Association Property and other Condominium Property may be made and amended from time to time by the Board of Directors of the Association, and all Owners and occupants shall abide by said regulations.

E. Signs. No person may post or display any signs anywhere on the Condominium Property, including "For Sale", "For Rent", "Open House" and other similar signs.

F. Garments. No garments, rugs, towels, clothing, or any other items shall be hung or displayed from the windows, facades or other exterior portions of any of the Buildings in the Condominium.

G. Parking. Except as set forth below, only conventional passenger automobiles may be parked in any parking area. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, passenger vans, pick-up trucks, and sport utility vehicles. Except for temporary loading or unloading, all motor vehicles must be parked so the rear of the vehicle faces the roadway (no backing-in).

All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having advertising promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger), motorcycles, boats, campers, recreational

vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, any and all other vehicles other than the aforescribed, shall be prohibited.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) pick-up trucks may not be parked in carport areas, but may be parked in the guest parking area; (2) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a home, but in no event overnight; (3) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded; (4) motor coaches, vans, campers, boats and boat trailers, and trailers may be parked in the beach area only not to exceed 24 hours. These vehicles are not to be used as living accommodations while so parked. The owners of these vehicles must obtain a visitor permit signed from the manager.

The Board of Directors of the Association shall have the authority to prohibit any vehicle which would otherwise be permitted under this Section 13(G), if the Board determines, in the reasonable exercise of its business judgment, that the vehicle constitutes a safety hazard. For example, certain vans may be prohibited by Board rule from parking in the carport areas because their height and size, and/or lack of windows, will make it dangerous for the owners of vehicles parked next to them to safely enter and exit the carport areas.

H. Pets. No pets are permitted in any unit or on the condominium property. The restrictions of this section shall not apply to a domestic pet trained to assist a blind or hearing impaired Unit Owner or occupant, such as a "seeing-eye dog", provided the owner of such pet registers the same with the Board and furnishes reasonable evidence of the existence of the handicap or the impairment of the resident, and the training and certification of the pet.

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

14.1 Transfers Subject to Approval: No Unit Owner may lease, or dispose of a Unit or any interest therein by sale; provided, an owner may transfer or lease a unit to his or her spouse, another member of the Association, or to a trustee(s) if the Owner, his or her spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association. The Association may delegate its authority to a director, a committee, or a managing agent.

14.2 Prohibited Transfers: Corporations (except the Association, and institutional lenders as provided in Section 20.3 hereof), partnerships and other non-natural entities are prohibited from acquiring title to a unit or leasing a unit. Units may only be sold or leased to natural persons, individually or as trustees of permitted trusts. Provided however, no person may singularly or jointly acquire title to more than two units at the same time.

14.3 Approval of Leasing. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably held. For purposes hereof, occupancy of a Unit by a person or persons in the absence of the Owner, except for the spouse of the Owner, or parents, siblings, children, or grandchildren of either the Owner or spouse, shall be treated as a lease and must be approved by the Association. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violations of the Condominium documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association

may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The unit owners shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the unit owner fails to bring the conduct to the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the unit owner which shall be secured by assessment and lien in the same manner as common expense charges. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within ten (10) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within 10 days shall be deemed to constitute approval.

14.4 General Provisions Regarding Leasing.

(a) A unit owner shall not lease the unit more than twice in any twelve (12) month period. It is recognized that leases are sometimes terminated early due to circumstances beyond the control of the owner. In recognition of this fact, the Board has the right, in its sole discretion, to approve a new tenant in the event that an existing lease is terminated early. However, in no event, shall the association approve more than three lease agreements relating to any apartment in any twelve (12) month period.

(b) Occupancy of a unit by a person or persons, when the record owner is not in residence, (except the spouse of an owner, or the parents, siblings, children, or grandchildren of either the owner or his spouse) shall be treated as a lease and shall be counted as one (1) occupancy in a calendar year under the limitation of subparagraph (a) hereof, but shall not be treated as a lease under subparagraph (c) hereof the intent being that the occupancy may be for any period of time but only twice per year.

(c) Only entire units may be rented. Rent-sharing, the rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units. Units may only be occupied by tenants as a single family residence. Guests of tenants must be registered with the Association. The maximum stay for guests of tenants is three (3) days. Guests of tenants may not use the unit except when the tenant is also in residence. All leases shall be for a minimum period of thirty days or one calendar month, whichever is less.

14.5 Use of Common Elements and Common Areas. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation or parking facilities, or common elements during the lease term, except as a guest.

14.6 Disapproval of Leasing. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

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

b. The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium

Documents; by way of example, but not limitation, a tenant taking possession of premises prior to the approval of the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents.

c. A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.

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

e. All assessments, fines or other charges against the unit and/or unit owner have not been paid in full.

14.7 Approval of Sale or transfer of Unit. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: Not less than thirty (30) days before the scheduled sale, a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. The prospective purchaser shall make himself or herself available for a personal interview, if desired, by the Board, prior to approval of such sale. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within twenty (20) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty day period shall constitute approval.

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

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

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

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

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

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

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

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

14.9 Right of First Refusal, Duty to Provide Alternate Purchaser. Except as further provided herein, if the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty days after written notice of disapproval, or at such later date as the parties may agree. Should transfer be rejected on the grounds for disapproval set forth above, the Association's right of first refusal shall be optional. If the grounds for disapproval set forth above were not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

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

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

14.11 Unauthorized Transactions. Any sale or lease not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Association; provided, however, that such voidability shall exist for a period no longer than one (1) year from the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the Unit or by occupancy of the Unit; provided further that the Association must commence an action to set aside such transaction within said one (1) year period.

15. Amendment. This Declaration may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Members of the Association of which a proposed amendment is to be considered. There shall be at least fourteen (14) days written notice to each Unit Owner in advance of the meeting and notice shall be posted at a designated conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting. The foregoing requirements as to meetings are not to be construed, however, to prevent Unit Owners from waiving notice of the meetings or from acting by written agreement without meetings.

B. Resolution. A resolution for the adoption of a proposed Amendment may be proposed by either the Board of Directors of the Association, or by not less than twenty percent (20%) of the Members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Approval of a proposed Amendment must be by not less than the two-thirds vote of the voting interests present in person or by proxy at a duly convened Association meeting (or in the case of written action in lieu of a meeting, by not less than two-thirds of the total voting interests) in the Association.

C. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit, or class or group of Unit Owners, unless the Unit Owners so affected and their mortgagees, if any, shall unanimously consent in writing; and no amendment shall alter any Unit, nor change the share of the Common Expenses, unless the Owner of the Units concerned and record Owners

of mortgages on such Units shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in any provision specifically providing that it may not be amended.

D. Executed and Recorded. A copy of each adopted amendment shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. Said copy and certificate shall be recorded by the Association in the Public Records of Manatee County, Florida. An amendment shall be effective when said documents are so recorded.

E. Mortgagee Approval. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage on the Condominium Property or any part thereof, or which would materially alter, amend or modify, the rights, powers, and privileges granted and reserved herein in favor of any Institutional Lenders without the consent of all such mortgagees. The consent of the mortgagees may not be unreasonably withheld.

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

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

B. Coverage.

1. Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes. The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (1995). Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

2. Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance

policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the owner's Unit, as the Owner may deem appropriate.

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

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

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

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

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

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

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

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

b. When the Condominium is not to be restored - an undivided share for each Unit Owner, such share being the same as the termination shares set forth in Section 18 hereof.

3. Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

4. Deductible. The deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would

be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

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

1. Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagee's being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

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

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

G. Repair and Reconstruction after Casualty.

1. The improvements shall be restored unless eighty (80%) percent of the voting interests vote to terminate this condominium. Except for the consent of Institutional Lenders provided in Section 18.1 of this Declaration, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all Owners of Units shall immediately convey all their right, title, and interest to their respective Units to the Association. The recording of each such conveyance in the Public Records of Manatee County will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the funds to be subsequently distributed by the Association as provided herein.

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

remaining funds held by the Association. All distributions, whether partial or final, shall be apportioned based upon the termination shares set forth in Section 18 of this Declaration.

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

Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this paragraph may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

2. Method.

A. Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board of Directors of the Association, provided that if the damaged property is a Building containing Units, approval must also be obtained from the Owners of all Units and mortgagees of record in the damaged Building, which approval shall not be unreasonably withheld. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board.

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

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

D. Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair of the Common Elements or any property in which the Association owns an interest, or if at any time during repair or reconstruction the insurance proceeds are insufficient, Assessments shall be made against all Unit Owners who own the damaged Units in the proportion that the damage to their Unit bears to the whole, and against all Unit Owners in the case of damage to Common Elements or Association Property, in sufficient amounts to provide the necessary funds for the payment of such costs. Such Assessments on account of damages to Common Elements or Association Property, shall be in proportion to the Unit Owner's share of the Common Expense and need not be approved by the unit owners.

E. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the

Association by Assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

1. Association - Insurance. The proceeds of insurance collected on account of casualty and the sums from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

a. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

b. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00 then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in Florida and engaged by the Association to supervise the work.

c. Unit Owners. The portion of insurance proceeds representing damage for which responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association to the Unit Owner and if there is a mortgagee endorsement to such Unit, then to the Unit Owner and the mortgagee jointly.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

17. Condemnation.

17.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against the defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemna-

tion, the size of the Condominium will be reduced, the Owners of the condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

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

17.5 Units Reduced but Tenable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made tenable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

17.6 Unit Made Untenable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in the manner approved by the Board of Directors.

C. Adjustment of Shares in Common Elements and Common Expense. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as equal percentages based upon the total of the then existing Units, or as otherwise provided by law. Adjustments to each of unit's share of common expense, and to the termination shares, will be done to facilitate the continued distinctions between shares as set forth in Sections 9 and 18 of this Declaration.

D. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessments against all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made based upon the common expense shares of those Owners after the changes affected by the taking.

E. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association with thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each

appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

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

18. Termination. The Condominium may be terminated in the following manner:

18.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of the Owners of at least eighty percent (80%) of the Units and the Institutional Lenders owning and holding not less than eighty (80%) percent of the first mortgages on the Units.

18.2 Very Substantial Damage. If the Condominium, as a result of casualty, suffers and it is decided as therein provided that the Condominium will not be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement.

18.3 General Provisions. Upon termination, the former Unit owners shall become the Owners, as tenants in common, of all Condominium and Association Property and the assets of the Association. The shares of such tenants in common shall be as set forth on the termination shares set forth on Exhibit C attached hereto and incorporated herein. The mortgagee or lienor of a Unit Owner, shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the Land and other properties and rights which the tenant in common may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall be effective when that certificate is recorded in the Public Records of Manatee County, Florida.

18.4 New Condominium. The termination of the Condominium does not bar creation of another condominium affecting all or any portion of the same property.

18.5 Partition; Sale. Following termination, the former Condominium and Association Property may be partitioned and sold. If following a termination, eighty percent (80%) of the voting interests determine to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.6 Last Board. The Members of the last Board of Directors shall continue to have the powers granted in this Declaration, including without limitation the power to enter into a contract for the sale of former Condominium and Association Property, for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

18.7 Provisions Survive Termination. The provisions of this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

19. Compliance and Default. Each Unit Owner, tenant, Guest and Occupant of The Condominium shall be subject to and shall comply with the terms and conditions of this Declaration and exhibits hereto

and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a Unit Owner or other person to comply with the terms of said documents or regulations shall entitle the Association and/or other Unit Owners to the following relief in addition to the remedies provided by The Condominium Act and by law.

A. Negligence. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement of the Condominium Property, Units owned by other persons, or any property in which the Association owns an interest rendered necessary by his willful action or negligence or by the willful action or negligence of any Member of his family or his or their guests, employees, agents or lessees. Each Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy or abandonment of his Unit or its appurtenances, or of the Common Elements of any property in which the Association owns an interest, by said Owner of any resident of the Unit.

B. Injunction. A suit may be brought to enjoin any violation.

C. Damages. A suit may be brought for damages.

D. Attorney's Fees. In any proceeding arising out of an alleged failure of a Unit Owner, Tenant, Guest or Occupant to comply with the aforementioned documents or regulations, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, including appellate proceedings from the non-prevailing party.

E. No Waiver. The failure of the Association, or any Unit Owner to enforce any covenant, restrictions or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

20. Rights of Mortgagees.

20.1 Approvals. Written consent of the Institutional Lenders of a Unit shall be required for certain amendments to the Declaration as provided in Section 15 of this Declaration.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

20.3 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall be liable for the share of Common Expense or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, except as limited by the Condominium Act, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership. Notwithstanding anything in Section 14 hereof to the contrary, any institutional mortgagee, may acquire title to a unit via foreclosure of its mortgage or by deed in lieu of foreclosure. The acquisition of title to a unit by an institutional lender via foreclosure of its mortgage or deed in lieu of foreclosure shall not be subject to the approval of the Association but the subsequent sale or lease of the unit shall be subject to the provisions of Section 14 hereof.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the

Unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to Institutional Lenders, upon request, current copies of the recorded Condominium Documents and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

20.6 Financial Statement. Any Institutional Lender is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any Institutional Lender shall be entitled to timely written notice of:

A. Any delinquency of sixty (60) days or longer in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

C. Any proposed action that requires the consent of the Institutional Lenders.

21. Covenants Running with Land. All the provisions of this Declaration and the Exhibits thereto shall be construed as covenants running with the land and with every part thereof and every interest therein, and every Unit Owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said documents.

22. Severability of Declaration or Provisions. Invalidation of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a Unit, by judgment, Court Order, or law, shall in no way affect any of the other provisions which shall remain in full force and effect.

23. Interpretation. 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 of the State of Florida.

24. Caption. The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent, nor in any way affect it.

FIRST LONGBOAT CONDOMINIUM, INC.

BY: Robert L. Helge
PRESIDENT

Patricia M Young
Witness Signature
PATRICIA M YOUNG
Printed Name

Stephen D. Kasden
Witness Signature
STEPHEN D. KASDEN
Printed Name

Donna Birnbaum
Donna Birnbaum, SECRETARY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15 day of November, 2000 by Robert L. Helge as President and Donna Birnbaum, as Secretary of FIRST LONGBOAT CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or who have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

 LEANNE J. TILTON
Notary Public, State of Florida
My comm. expires Feb. 10, 2003
Comm. No. CC808196
I.D. # 859181
Bonded thru Service Insurance Company, Inc.

Leanne J. Tilton
Notary Public
State of Florida
My Commission Expires: 2/10/03

SECOND LONGBOAT CONDOMINIUM, INC.

BY: Manuel Kuzberg
PRESIDENT


Frederick H. Fillmore
Witness Signature
FREDERICK H. FILLMORE
Printed Name

DAVID LICHTENSTEIN
Witness Signature
David Lichtenstein
Printed Name

Maryellen Comeforo
Mary Ellen Comeforo, SECRETARY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15 day of November 2000 by Manuel Kuzberg as President and Mary Ellen Comeforo, as Secretary of SECOND LONGBOAT CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or who have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

 LEANNE J. TILTON
Notary Public, State of Florida
My comm. expires Feb. 10, 2003
Comm. No. CC808196
I.D. # 859181
Bonded thru Service Insurance Company, Inc.

Leanne J. Tilton
Notary Public
State of Florida
My Commission Expires: 2/10/03