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**DECLARATION OF CONDOMINIUM OF
BREZZA DEL MARE CONDOMINIUMS
VENICE, FLORIDA**

BREZZA DEL MARE, LLC herein called "Developer," on behalf of themselves and successors, grantees, and assigns, hereby makes this Declaration of Condominium:

1. **SUBMISSION TO CONDOMINIUM:**

The fee simple title to the lands and improvements situated thereon and all easements and rights appurtenant thereto, located in Sarasota County, Florida, and described in attached Exhibit D are submitted to the condominium form of ownership and shall hereinafter be referred to as the "Condominium Property."

2. **NAME AND PLAN OF DEVELOPMENT:**

Developer has or will construct a total of 17 residential units and associated improvements designated as BREZZA DEL MARE CONDOMINIUMS."

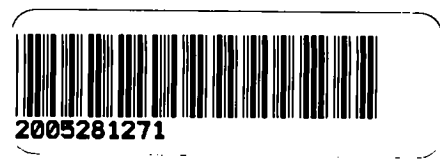
3. **NAME OF ASSOCIATION:**

The name of the Condominium Association will be "BREZZA DEL MARE CONDOMINIUM ASSOCIATION, INC." This Association is incorporated as a not for profit Florida corporation.

4. **DEFINITIONS:**

The terms used herein will have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows, unless the context otherwise requires:

ASSESSMENT: shall mean the share of the funds required for the payment of Common Expenses that is assessed against a Unit Owner from time to time.



ASSOCIATION: means BREZZA DEL MARE CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation.

ASSOCIATION PROPERTY: means all real or personal property owned or leased by the Association.

BOARD OF DIRECTORS or DIRECTORS or BOARD: The Board of Directors of the Association responsible for the administration of the Association.

CHARGE or SPECIAL CHARGE: means the obligation of a Unit Owner to pay or reimburse money to the Association that cannot be secured as an assessment pursuant to F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the Unit Owner pursuant to this Declaration.

COMMON ELEMENTS: means the portions of the Condominium Property submitted to condominium ownership and not included within the boundaries of a Unit, including, but not limited to:

- a. Land, landscaping, fencing, irrigation and stormwater facilities;
- b. All portions of the improvements not included within the boundaries of a Unit;
- c. Easements;
- d. Pool, pool deck, and pool deck lighting;
- e. Installations and facilities for the furnishing of services and utilities to more than one Unit or to the Common Elements, such as air conditioning, electricity, water, and sewer.

COMMON EXPENSE: means all expenses and assessments properly incurred by the Association for the Condominium Property

and shall include:

a. Expenses of administration, maintenance, operation, repair or replacement of the Common Elements, and of the portions of the Units, if any, to be maintained by the Association.

b. The expenses declared Common Expenses by provisions of this Declaration or the Bylaws.

c. Any valid charge against the Condominium Property as a whole, including assessments levied against the Association.

d. Charges for landscaping, lawn maintenance, stormwater maintenance, utility services including water and sewer and cable except such services as is metered separately to each Unit.

e. Insurance premiums on policies required of the Association by the provisions of this Declaration.

f. Administrative costs of operating the Association.

COMMON SURPLUS: means the excess of all the receipts of the Association, including, but not limited to, assessments, rents, profits and revenue on account of the Common Elements, over the amount of the Common Expenses.

CONDOMINIUM: means all of the Condominium Property of BREZZA DEL MARE CONDOMINIUMS.

CONDOMINIUM DOCUMENTS: means this Declaration and the attached Exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern these rights. All the other Condominium Documents will be subject to the provisions of the Declaration. The order of priority

of the Condominium Documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; and (3) Bylaws.

CONDOMINIUM PARCEL: means a Unit together with the undivided share in the Common Elements that is appurtenant to the Unit.

CONDOMINIUM PROPERTY: means the real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

DEVELOPER: means BREZZA DEL MARE, LLC, the Developer that has established this Condominium, and the successors and assigns of the Developer's development rights.

EXHIBITS:

- A. Association Articles of Incorporation
- B. Condominium Plat
- C. Association Bylaws
- D. Legal description of the Condominium Property

FAMILY: means one natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

GUEST: means any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the

Unit Owner without the payment of consideration.

INSTITUTIONAL FIRST MORTGAGEE: means any mortgagee or its assignee of a first mortgage on a Condominium Parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the united States of America, or the Developer. The term also refers to any holder of a first mortgage against a Condominium Parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

LEASE: means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for a valuable consideration.

LIMITED COMMON ELEMENTS: means those portions of the Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of the other Units.

OPERATION: means the administration and management of the Condominium Property.

PERSON: means an individual, corporation, trust, or other legal entity capable of holding title to real property.

SINGULAR, PLURAL, GENDER: Whenever the context permits, use of the plural includes the singular, use of the

singular includes the plural, and use of any gender includes all genders.

SURFACE WATER MANAGEMENT FACILITIES: means all appurtenances, facilities and systems located within the condominium property and utilized by the condominium in the management, retention and disposal of the stormwater or surface water generated in or by the condominium project.

UNIT: means a part of the Condominium Property that is subject to exclusive ownership as described in this Declaration.

UNIT NUMBER: means the letter, number, or combination thereof that is designated on the Condominium Plat and used as the identification of a Unit.

UNIT OWNER: means the owner of record legal title to a Condominium Parcel.

UTILITY SERVICES: as used in the Condominium Act, and construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to, electric power, gas, water and sewer, garbage and cable television.

5. **SURVEY AND DESCRIPTION:**

5.1. A survey of the land submitted to condominium ownership which meets the minimum technical standards set forth by the Board of Professional Land Surveyors, pursuant to Florida Statutes Section 472.027, and a graphic description of the improvements located or to be located upon the land and the plat thereof, certified in the manner required by the Condominium Act, are attached hereto as part of Exhibit B. These documents,

together with this Declaration, are in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions.

5.2. Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units as long as Developer owns the Units so altered, and provided Developer obtains consent of affected institutional mortgagees. No such change shall increase the number of Units nor substantially decrease the area of the Common Elements without amendments to this Declaration, by approval of the Association, all Unit Owners and affected institutional mortgagees. If the Developer shall make any changes in Units so authorized, such changes shall be reflected by amendment to this Declaration. If more than one (1) Unit is concerned, the Developer shall apportion between the Units the shares of the Common Elements and expenses appurtenant to the Units so concerned.

5.3. An Amendment of this Declaration reflecting such authorized alterations of the Units, plans or boundaries by Developer, need be signed and acknowledged by the Developer and affected institutional mortgagees, and need not be approved by the Association, Unit Owners or lienors or non-institutional mortgagees of Units or of the Condominium whether or not elsewhere required for an amendment, unless otherwise required by the Condominium Act.

6. **CONDOMINIUM UNITS, APPURTENANCES, POSSESSION AND ENJOYMENT:**

6.1 Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple.

The Unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and applicable laws.

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

a. An undivided share in the Common Elements and Common Surplus.

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

c. Membership in the Association

d. The exclusive right to use the Limited Common Elements assigned to a particular Unit.

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

7. UNITS:

7.1. The identification of each Unit by letter, name or number, or combination thereof, so that no Unit bears the same designation as any other Unit, is attached hereto as part of Exhibit B.

7.2. The boundaries of each Unit shall be as follows:

a. Upper Boundaries: The undecorated unfinished lower surface of the uppermost ceiling of each Unit, extended to meet the perimeter boundaries.

b. Lower Boundaries: The undecorated unfinished upper surface of the concrete slab for each Unit poured on grade, extended to meet the perimeter boundaries.

c. Perimeter Boundaries: The undecorated unfinished interior vertical surfaces of each Unit extended to intersections with each other and with the upper and lower boundaries and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the building or Common Elements, including Limited Common Elements.

7.3. Clarifying and qualifying the provisions of subsection 7.2 above, :

a. Exterior doors, windows, window screens, window frames, sliding glass doors, balconies, lanais, aluminum enclosures and railings are declared to be within the boundaries of a Unit and are therefore part of the Unit and are not Common Elements.

b. Air conditioning, air handler, and condensing units as well as all connecting lines and wiring serving a particular Unit and duct work serving a particular unit are part of

the Unit and are not Common Elements.

c. Air space within the boundaries of a Unit shall be considered part of that Unit and not a Common Element.

d. Electrical outlets, lighting fixtures, and ceiling fans serving only one Unit specifically including electrical outlets on the exterior walls of a Unit, lighting fixtures for the patios, balconies and adjacent to the garages are to be considered part of the Unit and are not Common Elements.

e. All pipes, wires, conduits, air passageways, ducts, electrical outlets, and other utility installments which provide utilities to a single Unit shall be considered part of the Unit and not a Common Element.

f. The garage doors shall be considered part of the Unit and not a Common Element.

8. **COMMON ELEMENTS:**

8.1 There shall be appurtenant to each of the Units, an undivided ownership of the Common Elements. The Common Elements include all parts of the Condominium Property not within a Unit, unless otherwise provided herein, which by way of illustration and clarification are as follows:

a. The land on which the improvements are located and all easements appurtenant thereto as described in Exhibit D together with any other interest in the Land, whether or not contiguous;

b. All improvements and parts thereof which are not within a Unit;

c. Lighting fixtures utilized to illuminate the Common Elements;

d. Alterations, additions, and improvements to the Common Elements from time to time;

e. Swimming pool, pool deck, pool deck lighting, pool equipment, pool area walkways, pool railing and pool area gates;

f. Automobile parking spaces exclusive of garages: Each Unit includes, as part of the Unit, a garage to be utilized as parking for that Unit Owner and said garage is part of the Unit and is not a Common Element. Parking for guests of each Unit Owner shall be in the parking spaces provided on the plat map and are currently unassigned. These guest parking spaces are a Common Element, and the Board of Directors reserves the right to assign specific guest parking spaces to the Units at a later date.

h. elevator

i. fencing;

j. Well water pump, irrigation system;

k. All outside landscaping, courtyard area and storm water management facilities;

l. Easements as follows:

i. As may be necessary through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to more than one Unit, or to the Common Elements;

ii. An easement of support in every portion of

a Unit which contributes to the support of any other Unit;

iii. The non-exclusive easement for ingress and egress over streets, walks, and other rights of way serving the Units as necessary to provide reasonable access to the public ways.

m. Utility Service: The property and installations and facilities in connection therewith, acquired for the furnishing of services to more than one Unit, or to the Common Elements;

n. Roof;

o. All stairs and stairwells leading from the garages to the individual units;

p. Garbage chutes and facilities associated therewith;

q. Pool area restrooms;

r. Community room;

s. Maintenance room, electrical room, equipment room, elevator equipment room, sprinkler room;

t. All common area walkways.

8.2. The Common Elements designated by this Declaration may be enlarged by an amendment to the Declaration as more fully set forth herein. Any amendment must describe the interest in the property and must submit the property to the terms of this Declaration unless said property has previously been so submitted.

9. **LIMITED COMMON ELEMENTS:**

9.1. The Limited Common Elements are reserved for the use of a certain Unit or Units to the exclusion of other Units and shall consist of the following:

a. Garages and parking contained therein will be a Limited Common Element reserved to the Unit served and shall be exclusively maintained, repaired and replaced by such Unit Owner.

b. First floor individual unit decks for Units 1A and 1D which extend from the Unit to the common area boardwalk/walkway are limited common elements reserved exclusively for the use of Units 1A and 1D who will have the obligation to repair and replace same.

The Association may set up a reserve fund for such items thereby assessing each Owner on an equitable basis to fund such account.

10. PERCENTAGE OF COMMON ELEMENTS AND COMMON EXPENSES:

10.1. Common Elements: The percentage of ownership and the undivided shares of the respective Condominium Units in the Common Elements, and the manner of sharing Common Expenses and owning Common Surplus, shall be divided equally among the seventeen (17) Units with each Unit responsible for one seventeenth (1/17th) thereof.

10.2. Common Expenses: Common Expenses shall include expenses of operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and the duties of the Association, and any other expenses designated as Common Expenses by this Declaration, the Bylaws or Chapter 718 Florida Statutes. Funds for payment of the Common Expenses shall be assessed against Unit Owners in the proportions of sharing Common Expenses as provided in this Declaration.

10.3. Common Surplus: The Common Surplus shall be owned by Unit Owners in the shares as provided by this Declaration and therefore, each Unit Owner shall own one seventeenth (1/17th) of the Common Surplus.

11. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS:

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

11.1. 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, repaired or replaced by the Unit Owners). The cost is a Common Expense. The Association's responsibilities include, by way of illustration, 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 within the Unit;
- c. Cable television lines up to the wall outlets in the units;
- d. Air conditioning condensation drain lines, up to the point where they enter each Unit;
- e. Sewer lines, up to the point where they enter the Unit;
- f. All installations, fixtures, and equipment

located within one Unit but serving another Unit, or located outside a Unit, for the furnishing of utilities to more than one Unit or the Common Elements;

g. The exterior surface of the main entrance doors to the Units (maintenance only);

h. All outside landscaping and fencing;

i. All exterior structural walls, including painting, waterproofing, caulking, and stucco,;

j. Roof, gutters and roof drains;

k. All stormwater management facilities;

l. Swimming pool, pool deck, pool deck lighting, pool equipment, pool area walkways, pool railing and pool area gates;;

m. Stairs and stair cases leading up to each unit;

n. Elevator.

o. Pest control for TERMITES ONLY.

p. Garbage chutes and waste management area associated therewith.

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 repaired promptly 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 or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

The Association is responsible for the operation and maintenance of the surface water management facilities. No construction activities which affect the surface water management facilities may take place without the prior consent of the Southwest Florida Water Management District. The Southwest Florida Water Management District has the right to take any and all measures with regard to the surface water management facility to enforce its rules and regulations. Any amendment to this Declaration which impacts the surface water management facilities shall have the prior written approval of the Southwest Florida Water Management District. Although the Association is responsible for the operation and maintenance of the surface water management facilities, should the association cease to exist, all condominium unit owners shall be jointly and severally responsible for the operation and maintenance of the surface water management facilities.

11.2. Unit Owner Maintenance: Each Unit Owner is responsible, at the Owner's expense, for all maintenance, repairs, and replacements of the Owner's Unit and certain Limited Common Elements assigned to a particular Unit as set forth herein and on

the Condominium Plat attached hereto as Exhibit B. The Owner's responsibilities include, by way of illustration, without limitation:

- a. Screens, windows, and window glass;
- b. The entryway area to the Unit, except that the Association shall maintain the exterior portion thereof;
- c. All other doors within or affording access to the Unit, including the garage doors;
- d. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit or serving only the Unit;
- e. The circuit breaker panel and all electrical wiring from the panel to a Unit.
- f. Appliances, water heaters, smoke alarms, and vent fans;
- g. All air conditioning and heating equipment, thermostats, ducts, and installations serving a Unit exclusively, except as otherwise provided in Paragraph 11.4 below;
- h. Carpeting and other floor coverings;
- i. Door and window hardware and locks;
- j. Shower pans;
- k. The main water supply shut-off valve for the Unit;
- l. Other facilities or fixtures that are located or contained entirely within the Unit and serving only that Unit;

m. All interior partition walls that do not form part of the boundary of a Unit;

q. Where a portion of a Unit consists of a balcony, patio, or porch area, the Unit Owner shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling bounding said area; and all fixed glass and sliding glass doors in portions of the entranceway to said area; and the wiring, electrical outlet(s), and fixture(s) thereon, and the replacement of light bulbs.

11.3. Other Unit Owner Responsibilities:

a. Interior Decorating: Each Unit Owner is responsible for all decorating within the Owner's Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

b. Pest Control: All Unit owners are currently responsible for all insect control, and other pest control, except termites. Due to the unique shared condition that exists in condominium living, there is an inherent threat of insect infestation within any of the units of the Condominium. As such, the Association reserves the right to assume the responsibility of pest control (in addition to termite control) and to contract with a professional exterminator for an individual Unit, and to assess the Owner of the Unit for all costs, if and when a specific infestation arises as a result of, but not limited to a Unit Owner's negligence or disregard of insect control. The Association

also reserves the further right to assume the responsibility of pest control for the condominium in its entirety (in addition to termite control) and to assess the cost to the membership through an increase in the maintenance fee, in the event a general insect infestation arises as a result of, but not limited to, the negligence of enough Unit Owners to cause a general nuisance.

c. Modifications and Alterations or Neglect: If a Unit Owner makes any modifications, installations, or additions to a Unit or the Common Elements or neglects to maintain, repair, and replace as required herein, the Unit Owner, and the Owner's successors in title, shall be financially responsible for:

1. Maintenance, repair, and replacement of the modifications, installations, or additions;

2. The costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations, or additions; and

3. 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 parts of the Condominium Property for which the Association is responsible.

d. Use of Licensed and Insured Contractors: Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Condominium Property for which he is responsible, whether with or without Association approval, such Owner shall be deemed to have

warranted to the Association and its members that Owner's 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.

e. Surface Water Management Facilities: Although the Association is responsible for the operation and maintenance of the surface water management facilities pursuant to section 11.1 above, should the association cease to exist, all condominium unit owners shall be jointly and severally responsible for the operation and maintenance of the surface water management facilities.

11.4. Owner Alterations of Common Elements Restricted:

No Unit Owner may make any alterations, add to, or remove any part of the portions of the Condominium Property that are to be maintained by the Association without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision shall be final. The Owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the Owner, including any subsequent maintenance and restoration. No Owner will do any work that would jeopardize the safety or soundness of the building or impair any easements.

11.5. Enforcement of Maintenance: In the event the Owner of Unit fails to maintain such Unit or any Limited Common Element required to be maintained by such Unit Owner as required

herein, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorneys' fees; or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to make necessary improvements or corrections. After such assessment, the Association shall have the right for its agents or employees to enter a Unit and to do the necessary work to enforce compliance with the above provisions, and shall be entitled to a lien in the amount of the assessment if not paid when rendered together with court costs and reasonable attorneys' fees and interest thereon at a rate of 18% per annum or the highest rate allowable by law.

12. **EASEMENTS:**

12.1. The following nonexclusive easements are created by and granted from the Developer to each Unit Owner; to the Association and their employees, agents, and hired contractors; to utility companies; to Unit Owners' families in residence, guests, and invitees; and to governmental and emergency services, as applicable.

a. **Easement for Air Space:** An exclusive easement for use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.

b. **Ingress and Egress:** Easements over the Common

Elements for ingress and egress to the Units and public ways.

c. Maintenance, Repair and Replacement:

Easements through the Units and Common Elements for maintenance, repair, and replacement.

d. Utilities: Easements through the Common Elements and Units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other Units, the Common Elements, and other utility customers, both existing and future.

e. Public Services: Access to both the Condominium Property and the Units for lawfully performed emergency, regulatory, law enforcement, and other public services.

13. INSURANCE:

In order to adequately protect the Unit Owners, the Association, and all parts of the Condominium Property required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

13.1. Duty and Authority to Obtain: The Board of Directors shall use its best efforts to obtain and maintain adequate insurance as described herein. In all insurance purchased by the Association, the name of the insured shall be the Association and the Unit Owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.

13.2. Basic Insurance: The Board of Directors will procure insurance covering the Common Elements (including the buildings and improvements) as well as all insurable Association property, in an amount determined annually by the Board. Pursuant to F.S. 718.111(11)(b), the word "building" does not include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets located within a Unit. Such insurance shall afford the following protection:

a. Property: The policy must include extended coverage (including windstorm), and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

b. Flood: The policy must include up to the replacement cost for each building and insurable improvements, as available.

c. Liability: The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

d. Automobile: The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by

the Board of Directors of the Association.

e. Workers' Compensation: The Association shall maintain workers' compensation insurance to meet the requirements of law.

f. Fidelity Bonding: The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, Vice President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.

g. Directors and Officers Liability Insurance: The Association shall obtain and maintain adequate directors and officers liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committee members of the Association.

h. Optional Coverage: The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and Unit Owners.

i. Personal Property/Liability Coverage: The Association is not responsible for obtaining insurance to insure the personal property or to protect against the personal liability

of a Unit Owner. It is strongly urged that each Unit Owner obtain a policy of insurance to cover these risks.

13.3. Description of Coverage: A detailed summary of the coverage included in the master policies shall be available for inspection by Unit Owners on request.

13.4. Waiver of Subrogation: The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies which provide that the insurer waives its rights to subrogation as to any claim against Unit Owners, the Association, or their respective servants, agents, or guests.

13.5. Shares of Insurance Proceeds: All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

a. Common Elements: Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as Owner's share in the Common Elements.

b. Units: Proceeds on account of damage to the Units shall be held in as many undivided shares as there are damaged Units, the share of each Owner being in proportion to the cost of restoring the damage suffered by each such Unit.

c. Mortgagees: If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests may appear. In no event shall any

mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

13.6. Distribution of Insurance Proceeds: Proceeds of insurance policies received by the Association shall be distributed for the benefit of the Unit Owners in the following manner:

a. Cost of Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

b. 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 proceeds after expenses shall be distributed to the beneficial owners. The remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

13.7. Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the

Association.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY;

If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

14.1. Damage to Units: Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the Unit Owners may direct. The owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

14.2. Damage to Common Elements less than "Very Substantial": Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

a. Estimates: The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

b. Insurance Insufficient: If the net

proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the Common Elements, the Association shall promptly, on determination of the deficiency, levy a special assessment against all Unit Owners. Such special assessments need not be approved by the Unit Owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

c. "Very Substantial" Damage: As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby two thirds (2/3rds) or more of the Units are rendered uninhabitable. Should such "very substantial" damage occur, then:

1. Owners Meeting: A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

2. Insurance Sufficient: If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of units, in which case the Condominium

shall be terminated pursuant to Paragraph 19.2.

3. Insurance Insufficient: If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least two thirds (2/3rds) of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated pursuant to Paragraph 19.2. If two thirds (2/3rds) of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

4. Disputes: If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding on all Unit Owners.

14.3. Application of Insurance Proceeds: It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 14.2(B) or 14.2 (C) (1) (b) hereof, then all or a part of

the remaining money shall be returned to the Unit Owners paying said assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

14.4. Equitable Relief: In the event of substantial damage to the Condominium Property, and if the property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

14.5. Plans and Specifications: Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the Owners of two thirds (2/3rds) of the voting interests of the Association.

15. USE RESTRICTIONS:

The use of the property of the Condominium shall be in accordance with any Rules and Regulations as the Board of Directors may adopt at a later date and the following provisions:

15.1. Lawful Use: All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction

shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

15.2. Access to Units: In accordance with Florida Statute Section 718.111(5), the Association has an irrevocable right of access to each Unit during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the common elements or to a unit or units. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a passkey to all Units. No Unit Owner shall install or alter any lock that prevents access while the Unit is unoccupied without providing the Association with a key.

15.3. Limited Common Elements Exclusive Use and Transfer of Use Rights: The exclusive right to use a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. If, after all of the Units have been sold, the exclusive use of any assignable Limited Common Element was not,

for any reason, assigned to the use of a specific Unit or Units by the Developer, the Association may do so. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it.

15.4. Pets: Household pets under 40 pounds shall be allowed, however, any household pet which weighs 40 pounds or more must receive Board approval before being allowed to reside in the Unit as a pet. All Unit owners must clean up after their pet and maintain the pet on a leash at all times. The Board of Directors reserves the right to place further restrictions on the allowance and regulation of pets.

15.5. Nuisances Prohibited: No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

16. LEASE, CONVEYANCE, DISPOSITION:

The purpose and object of this paragraph is to maintain a quiet, tranquil, nontransient, and residential atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind, character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each Owner. Therefore, the lease, conveyance, disposal, and financing of the Units by Owners (subject to the exceptions provided in Paragraph

21.1) shall be subject to the following provisions:

16.1. Association Approval Required: Except for Developer sales, no owner may sell, give, or otherwise transfer ownership of a Unit in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, gift etc.), the parties to the transaction (sellers, purchasers, etc.), the Unit number, the name of the Condominium, and the Official Record Book (O. R. Book) and Page numbers in which this Declaration is originally recorded. For all unit transfers of title, other than from the Developer, the approval must be recorded simultaneously in the Public Records of Sarasota County, Florida with the deed or other instrument transferring title to the Unit.

a. Leases: Each Unit Owner has the right to lease their Unit subject to the restrictions set forth in the remainder of this paragraph. The minimum lease term must be 1 month. Only entire Units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and Community Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the Unit Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all

trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them and such funds shall be secured as a charge. Each Unit Owner irrevocably appoints the Association as Owner's agent authorized to bring actions in owner's name, and at Owner's expense including injunction, damages, termination, and eviction.

16.2. Approval Procedure: The approval of the Association shall be obtained as follows:

a. Written Notice: Not later than 15 days before the transfer of ownership occurs, legal written notice shall be given the Association by the Owner of intention to sell or transfer ownership interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time.

b. Association's Options: The Association must, within 15 days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the Owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the Owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the Owner may withdraw the

proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Paragraph 16. If the Association fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

c. Closing Date: The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

d. Notice of Disapproval: If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 16.2.(b)), notice of disapproval shall promptly be sent in writing to the Owner or interest holder, and the transaction shall not be made.

16.3. Judicial Sales: Judicial sales are exempt from this section.

16.4. Unapproved Transactions: Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

17. COMPLIANCE AND DEFAULT:

Each Unit Owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation, and the Association Bylaws.

17.1. Remedies: Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any Unit Owner.

17.2. Costs and Fees: In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

17.3. Owner Inquiries: When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Bureau of Condominiums. If advice has been requested from the Bureau of Condominiums, the Board shall provide a written substantive response to the inquirer within 10 days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within 60 days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association

from recovering attorneys' fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in F.S. 718.1255(1), must be arbitrated in mandatory nonbinding arbitration proceedings prior to commencement of litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to Unit Owner inquiries, including a limit of Unit Owner inquiry in any 30-day period.

17.4. No Waiver of Rights: The failure of the Association or any Owner to enforce any covenant, restriction, or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

18. AMENDMENTS:

Amendments to any of the Condominium Documents shall be in accordance with the following:

18.1. Requirements: An amendment may be proposed either by the Board of Directors or by one third (1/3rd) of the voting interests of the Association, and may be considered at any meeting of the Owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not

present) and the separate written joinder of mortgagees where required and shall include the recording date (identifying the location of the Declaration as originally recorded) and which shall become effective when recorded in the public records of Sarasota County, Florida.

18.2. Correctory Amendment: Whenever it shall appear that there is a defect, error, or omission in any of the Condominium Documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

18.3. Regular Amendments: Amendments may be enacted by a favorable vote of the Owners of two thirds (2/3rds) of the voting interests in the Association.

18.4 Developer Amendments: Until relinquishment of Developer control of the Association (turnover) and except as otherwise provided by law in F.S. 718.110(2), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its Exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its Exhibits.

18.5. Mortgagee Approval: Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing two thirds (2/3rds) of the votes of Units subject to

such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Sarasota County, Florida. A change to any of the following shall be considered material:

- a. Any change in the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus;
- b. Reallocation of interests or use rights in the Common Elements;
- c. Redefinition of any Unit boundaries;
- d. Convertibility of Units into Common Elements or vice versa;
- e. Expansion or contraction of the Condominium Property.

18.6. Developer's Rights: No amendment to this Declaration or any of the Condominium Documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any Units for sale in the ordinary course of business.

18.7. Written Agreements: Any approval of Unit Owners on any matter called for by this Declaration, its Exhibits, or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)4 and F.S. 617.0701.

19. TERMINATION:

The termination of the Condominium shall be carried out in accordance with the following:

19.1. By Agreement: The Condominium may be caused to be terminated at any time by written agreement of the Owners of all Units, and of the holders of institutional first mortgages as provided for in Paragraph 18.5. above.

19.2. Without Written Agreement on Account of Very Substantial Damage: If the Condominium suffers "very substantial damage" to the extent defined above in Paragraph 14.2(c), and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium shall be terminated.

19.3. Process of Termination: The termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of Sarasota County, Florida.

a. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President with the formalities of

a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

b. The recording of that Certificate of Termination automatically divests the Association of title to all Association Property, and divests all Unit Owners of legal title to their respective Condominium Parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium Property or Association Property, without need for further conveyance. Beneficial title to the former Condominium and Association Property shall be transferred to the former Unit Owners as tenants in common, in the same undivided shares as each Owner previously owned in the Common Elements, without further conveyance. Each lien encumbering a Condominium Parcel shall be automatically transferred to the equitable interest in the former Condominium Property and Association Property attributable to the unit encumbered by the lien, with the same priority.

19.4. Winding Up of Association Affairs: The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the

Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

19.5. Trustee's Powers and Duties: The Termination Trustee shall hold legal title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this paragraph, the Termination Trustee shall have the power and authority to convey title to the purchaser, and to distribute the proceeds in accordance with the provisions of this paragraph. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association Property, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely on the written instructions and information provided to it by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

19.6. Partition; Sale: Following termination, the former Condominium Property and Association Property may be partitioned and sold on the application of any Unit Owner. If following a termination at least two thirds (2/3rds) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium and Association Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former Unit Owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

19.7. New Condominium: The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

19.8. Provisions Survive Termination: The provisions of this Paragraph 19 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy

assessments to pay the costs and expenses of the Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

20. **PROVISIONS PERTAINING TO THE DEVELOPER:**

20.1. As long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

a. Assessment of the Developer as a Unit Owner for capital improvements.

b. Any action by the Association that would be detrimental to the sale of the Units or the completion of the project by the Developer, including such use of unsold Units and Common Elements and Association Property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs.

21. **RIGHTS OF MORTGAGEES:**

21.1. **Partial Excusal From Prior Assessments:** A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than

six months of the Unit's unpaid Common Expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such Unit without the approval of the Association. This paragraph shall be deemed amended so as to remain in conformity with the provisions of F.S. 718.116 as it is amended from time to time.

21.2. Rights to Information: On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a Unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

a. Financial Statements: A copy of a financial statement of the Association for the immediately preceding fiscal year;

b. Insurance Cancellation: Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association Property or any improvements thereon, or any fidelity bonds of the Association

except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available;

c. Damage to Condominium: Written notice of any damage or destruction to the improvements located on the Common Elements or Association Property that affects a material portion of the Common Elements or Association Property or the Unit securing its mortgage; and

d. Eminent Domain: Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage; and

e. Delinquent Assessments: Written notice of failure by the Owner of a Unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay any assessments when such failure or delinquency has continued for a period of 60 days or longer.

f. Failure to Notify: The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

22. ASSESSMENTS:

The making and collection of assessments against Unit Owners for the Common Expenses shall be pursuant to the Bylaws and

this Declaration and subject to the following provisions:

22.1. Share of Common Expenses: The Units shall share in the Common Expenses and Common Surplus as provided in as provided in Paragraph 10 herein.

22.2. Interest, Application of Payments: Assessments and installments on such assessments paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be first credited to the interest and then to the assessment payments first due.

22.3 Assessment Liens: Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association also may bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the Unit Owner during occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the Unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or

without suit.

a. Creation and Enforcement of Charges: The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all charges, costs, and expenses to the Association that cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including appeals, incurred in collection.

b. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or the abandonment of the Unit for which the assessment is made.

c. In a sale or conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of such sale or conveyance.

23. ASSOCIATION AGREEMENTS:

The Association is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.

24. ASSOCIATION:

24.1. Operation of Condominium: The operation of the

Condominium shall be by BREZZA DEL MARE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, a copy of the Articles of Incorporation of the Association being attached hereto as Exhibit A.

24.2. Powers: No Unit Owner, except an officer of the Association, shall have any authority to act for the Association. The Powers and duties of the Association shall include those set forth in the Articles of Incorporation and Bylaws, which are referred to herein and attached hereto, this Declaration and Chapter 718 of Florida Statutes. Additionally, the Association shall have the power to make and collect assessments and to lease, maintain, repair and replace the Common Elements and prescribe such rules and regulations as it shall, from time to time, consider essential.

24.3. Membership in Association: Brezza Del Mare Condominium Association, Inc., was chartered to perform all managerial acts necessary for the perpetual existence of the condominium and to levy and enforce the collection of assessments necessary to perform said managerial acts; therefore, all Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own a Unit.

25. CONDEMNATION:

25.1. 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 a 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.

25.2. Determination Whether to Continue Condominium:

Whether the Condominium will be continued after condemnation will be determined in the manner provided in Paragraph 14 above for determining whether damaged property will be reconstructed and repaired after a casualty.

25.3. Disbursement of Funds: If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium 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 condemnation, the size of the Condominium will be reduced, the Owners of 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 charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

25.4. 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.

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

a. Restoration of Unit: The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be 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.

25.6. Unit Made Untenantable: If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, 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, as determined by agreement between the Unit Owner and the Association or by arbitration in accordance with Paragraph 25.6.d., 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 the 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 all Unit Owners in the manner approved by the Board of Directors;

c. Adjustment of Shares in Common Elements:
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 Unit Owners.

d. 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 within 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. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

25.7. 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.

25.8. Amendment of Declaration: Changes in the Units, in the Common Elements, and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of Unit Owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

26. VOTING:

Each Unit shall be entitled to one (1) vote at meetings of the Association. In the event of joint ownership of a Unit, the vote to which that Unit is entitled shall be exercised by one (1) of such joint Owners by written agreement of all joint Owners.

27. REMEDIES FOR VIOLATIONS

Each Unit Owner shall be governed by, and conform with the Declaration and Bylaws attached hereto, and all Rules and Regulations subsequently adopted by the Association. Failure to do so shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. In the event a judicial remedy is sought by the Association or any Unit Owner,

the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

28. SEVERABILITY AND NONWAIVER

If any provision of this Declaration or its Exhibits as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter. THIS DECLARATION OF CONDOMINIUM and Exhibits hereto made and entered into this 22 day of December 2005.

By: Lynn A. Morey III
BREZZA DEL MARE, LLC, Developer

Lynn Morey, as Member

WITNESSES:

Manderson
(Sign)

Nancy Casore
(Print)

Holly M. Zategra
(Sign)

Holly M. Zategra
(Print)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

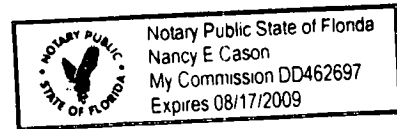
The foregoing instrument was acknowledged before me this ^{na} 27 day of December 2005, by Lynn Morey as Member of Brezza Del Mare, LLC, as Developer, who is personally known to me or has produced a Florida driver's license as identification.

Sworn to before me on Dec 27, 2005

(Sign)

My Commission Expires: Nancy E Cason
8-17-2009

@PFDesktop\.:ODMA/GRPWISE/SMRLGW.PostOffice.Main:193465.1



**ARTICLES OF INCORPORATION OF
BREZZA DEL MARE CONDOMINIUM ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT**

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit under the laws of the state of Florida, and adopt the following articles of incorporation:

ARTICLE I. NAME AND ADDRESS

The name of this corporation is BREZZA DEL MARE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "association," these articles of incorporation as the "articles," and the bylaws of the association as the "bylaws."

The street address of the initial principal office of the association is 2100 Constitution Boulevard, Suite 132, Sarasota, Florida 34231.

ARTICLE II. TERM OF EXISTENCE

The association shall have perpetual existence.

ARTICLE III. PURPOSE

This association is organized for the purpose of providing an entity under the Florida Condominium Act ("the Act") for the operation of a condominium located in Sarasota County, Florida, and known as BREZZA DEL MARE, a condominium ("the condominium"), to be created under the declaration of condominium ("the declaration").

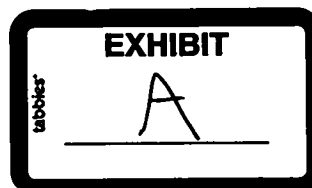
ARTICLE IV. MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the bylaws.

ARTICLE V.

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this association is 1900 Ringling Boulevard, Sarasota, Florida 34236 and the name of the initial registered agent of this association at that address is NANCY CASON, ESQUIRE.



ARTICLE VI. BOARD OF DIRECTORS

The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

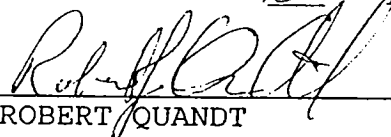
| <u>NAME</u> | <u>ADDRESS</u> |
|------------------|---|
| ROBERT QUANDT | 2100 Constitution Blvd Suite 132 Sarasota, FL 34231 |
| JANICE E. QUANDT | 2100 Constitution Blvd Suite 132 Sarasota, FL 34231 |
| LYNN MOREY, III | 2100 Constitution Blvd Suite 132 Sarasota, FL 34231 |

The name and address of the incorporator to these articles is as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|---------------|---|
| Robert Quandt | 2100 Constitution Blvd Suite 132 Sarasota, Fl 34231 |

The method of election of directors is provided in the bylaws.

IN WITNESS WHEREOF the undersigned incorporators have executed these articles of incorporation on this 13th day of Oct., 2004.



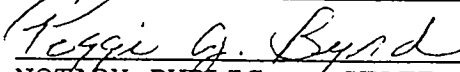
ROBERT QUANDT

Incorporator

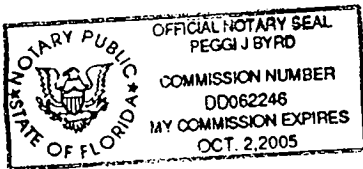
STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared Robert Quandt who is personally known to me/produced as identification, and who was sworn and says that the foregoing is true.

Sworn to before me this 13th day of October, 2004



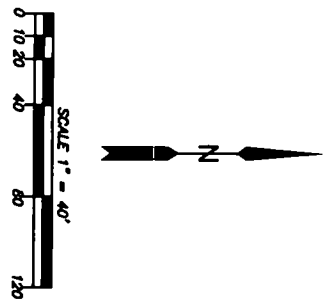
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Peggi G. Byrd
Commission No.:
My Commission Expires:



BREEZA DEL MARE, A Condominium

SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST,
SARASOTA COUNTY, FLORIDA.

CONDOMINIUM BOOK 36 PAGE 45
Sheet 1 of 8 Sheets.



ABBREVIATIONS OF SURVEYING TERMS

- C.M. = CONCRETE MORTAR
- C.E. = COMMON ELEMENT
- E.L. OR E.L.V. = ELEVATION BOX
- F.M. = FOUND
- G.T.E. = GENERAL TELEPHONE CABLE BOX
- G.V. = GATE VALVE
- L.P. = LIGHT PITCH
- L.P. = RAIN PITCH
- O.L. = OVERHEAD
- P.P. = POWER POLE
- S.S. = SEWER SERVICE
- S.M. = WATER METER

SURVEYORS CERTIFICATE

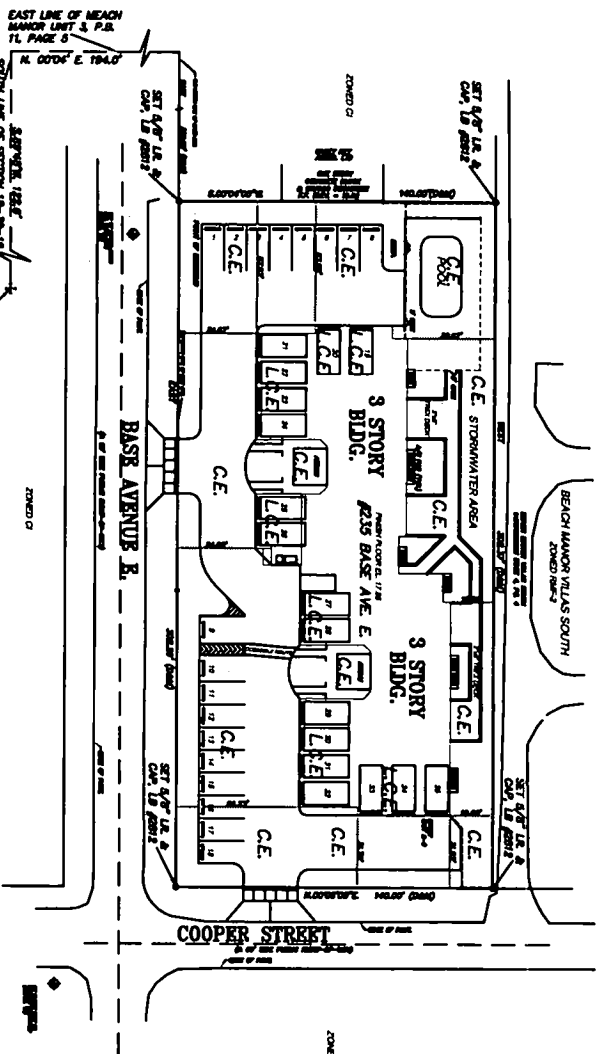
I HEREBY CERTIFY THAT A SURVEY WAS MADE THIS DAY OF THE PROPERTY AS DESCRIBED AND SHOWN HERETO AND THAT THE SURVEY AND GRAPHIC DESCRIPTION AND PLOT PLAN ARE AN ACCURATE AND CORRECT REPRESENTATION OF THE ABOVE PROPERTY DESCRIBED AND THE UNITS LOCATED WITHIN THE BREEZA DEL MARE CONDOMINIUM. I FURTHER CERTIFY THAT THE CONSTRUCTION OF THE ALL APPLICABLE PROVISIONS TO THE BUILDING, TOGETHER WITH ALL UTILITY SERVICES AND ACCESS TO THE BUILDING, TOGETHER WITH SERVING THE BUILDING IN ACCORDANCE WITH THE APPLICABLE PROVISIONS NOT SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS TO BE LOCATED ARE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE APPOINTMENTS AND SO THAT THE DEVOLUTION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED BY THESE MATERIALS. THIS SURVEY MEETS THE ANNUAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND APPEARS IN CHAPTER 61017-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

DATE OF SURVEY: DEC 16, 2003



GRAPHIC DESCRIPTION & PLOT PLAN

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM



NOTE:
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT

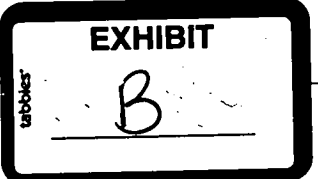
DESCRIPTION:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST, THENCE, SOUTH 89°48' WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, 122.8 FEET; THENCE, NORTH 0°00' EAST, ALONG THE EAST LINE OF BEACH MANOR UNIT 3, P.B. TL PAGE 6, 140 FEET; THENCE, EAST, ALONG THE SOUTHWEST CORNER OF SAID UNIT 3, P.B. TL PAGE 6, 140 FEET; THENCE, EAST, ALONG THE NORTH LINE OF BEACH MANOR UNIT 3, P.B. TL PAGE 6, 140 FEET; THENCE, EAST, ALONG THE WEST CORNER OF SAID UNIT 3, P.B. TL PAGE 6, 140 FEET; THENCE, NORTH 0°00' EAST, 140 FEET ALONG THE WEST LINE OF COOPER STREET, 140 FEET; THENCE, NORTH 0°00' EAST, 140 FEET TO THE POINT OF BEGINNING.

(AS PER WARRANTY DEED, RECORDED IN O.R.L. #2004126833)

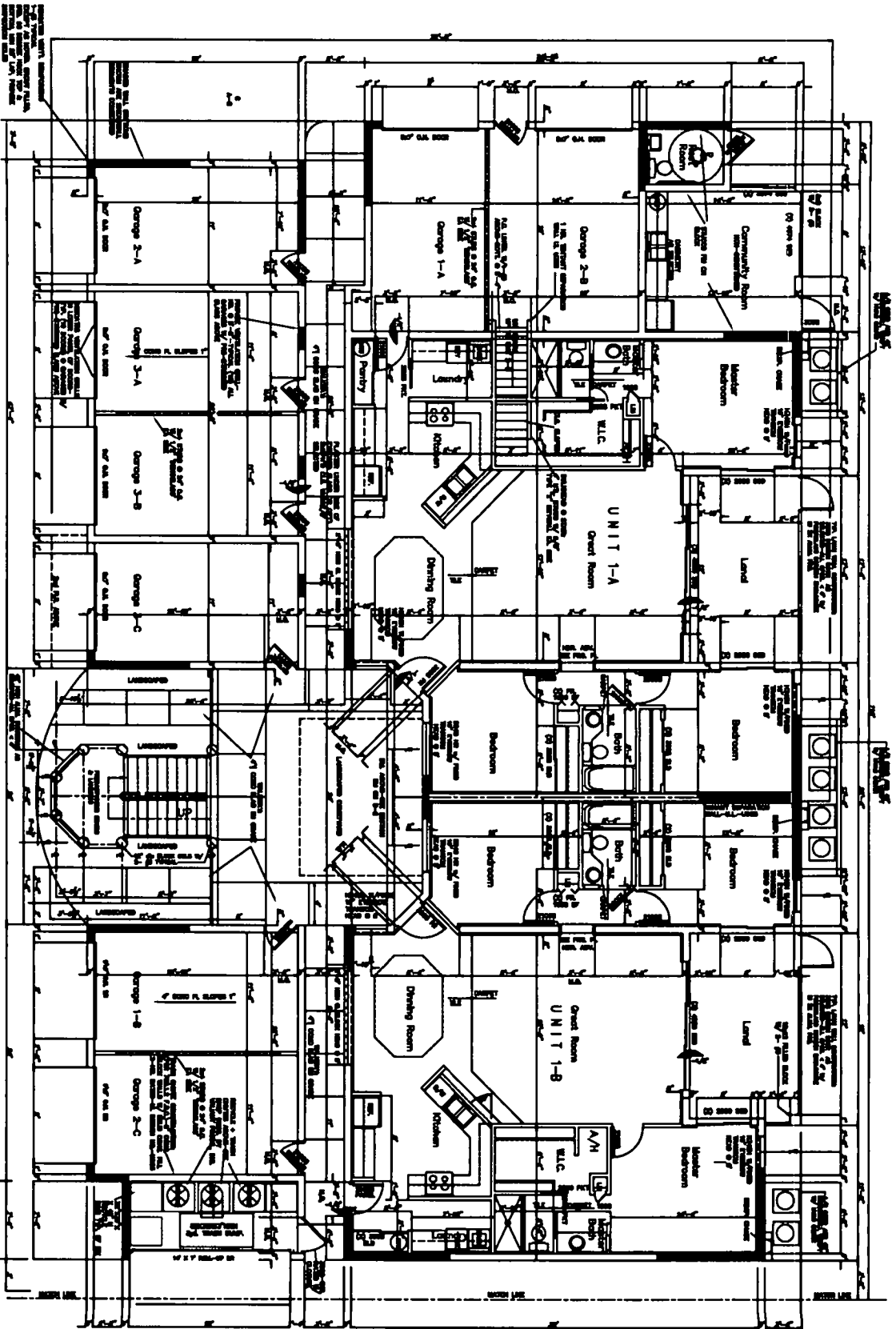
NOTE:

THE DECLARATION OF CONDOMINIUM, OF WHICH THIS PLAN IS AN EXHIBIT THEREOF, IS BEING SIMULTANEOUSLY RECORDED IN THE OFFICIAL RECORDS AS INSTRUMENT NUMBER 2003-2618171 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.



PREPARED BY:
BRIGIAM SURVEYING, INC.
LAND SURVEYORS
712 SHANNON BLVD.
VENICE, FLORIDA 34293
PH. (941) 493-4430

BREEZA DEL MARE, A Condominium
SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19
EAST, SARASOTA COUNTY, FLORIDA.



FIRST FLOOR PLAN - WEST SECTION
 NOT TO SCALE



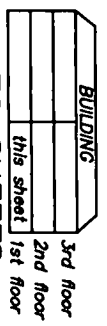
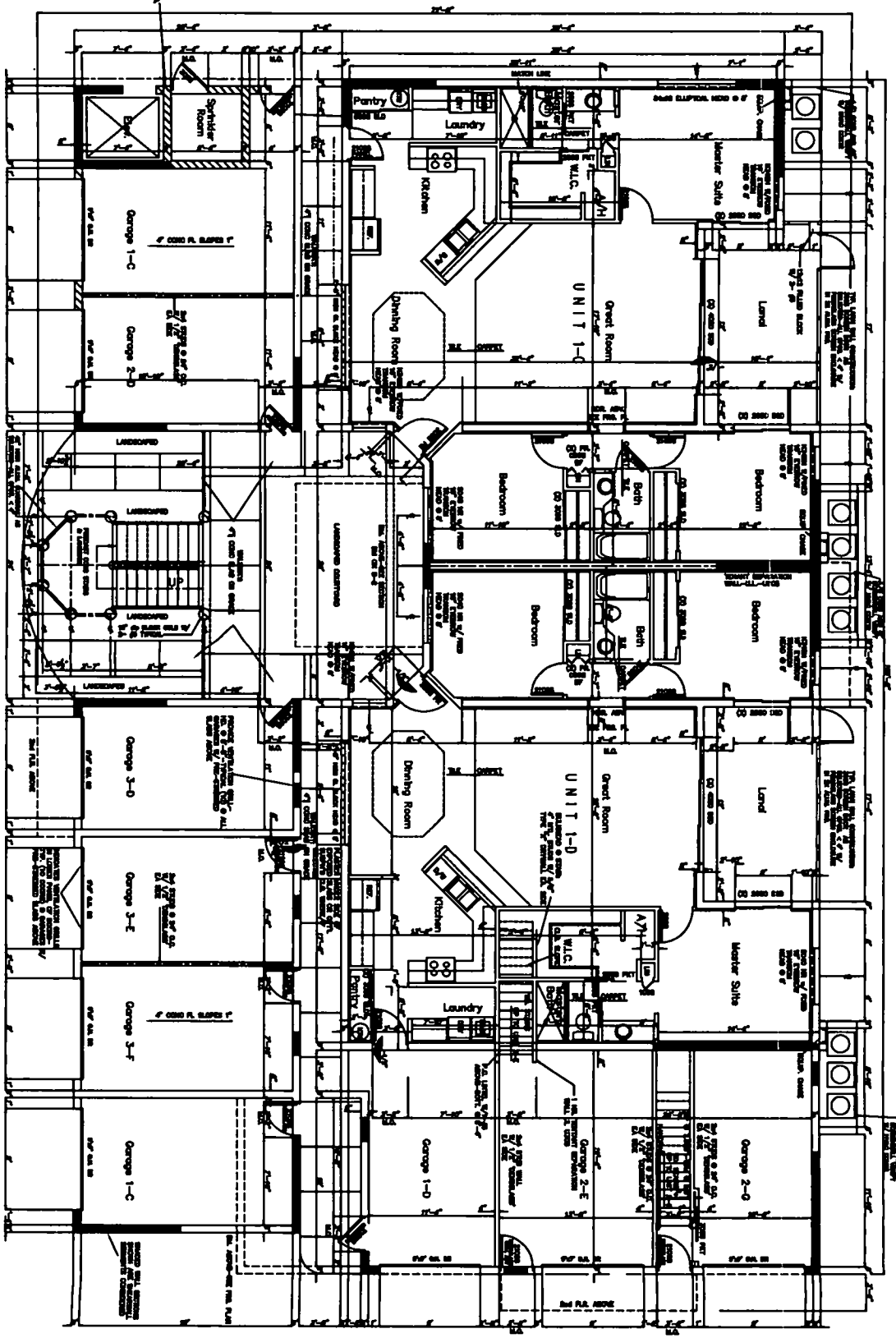
| BUILDING | |
|------------|-----------|
| 3rd floor | 1st floor |
| 2nd floor | |
| this sheet | |

KEY TO SHEETS

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

PREPARED BY:
 BRIGHAM SURVEYING, INC.
 LAND SURVEYORS
 712 SHAMROCK BLVD.
 VENICE, FLORIDA 34293
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BREEZA DEL MARE, A Condominium
SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19
EAST, SARASOTA COUNTY, FLORIDA.



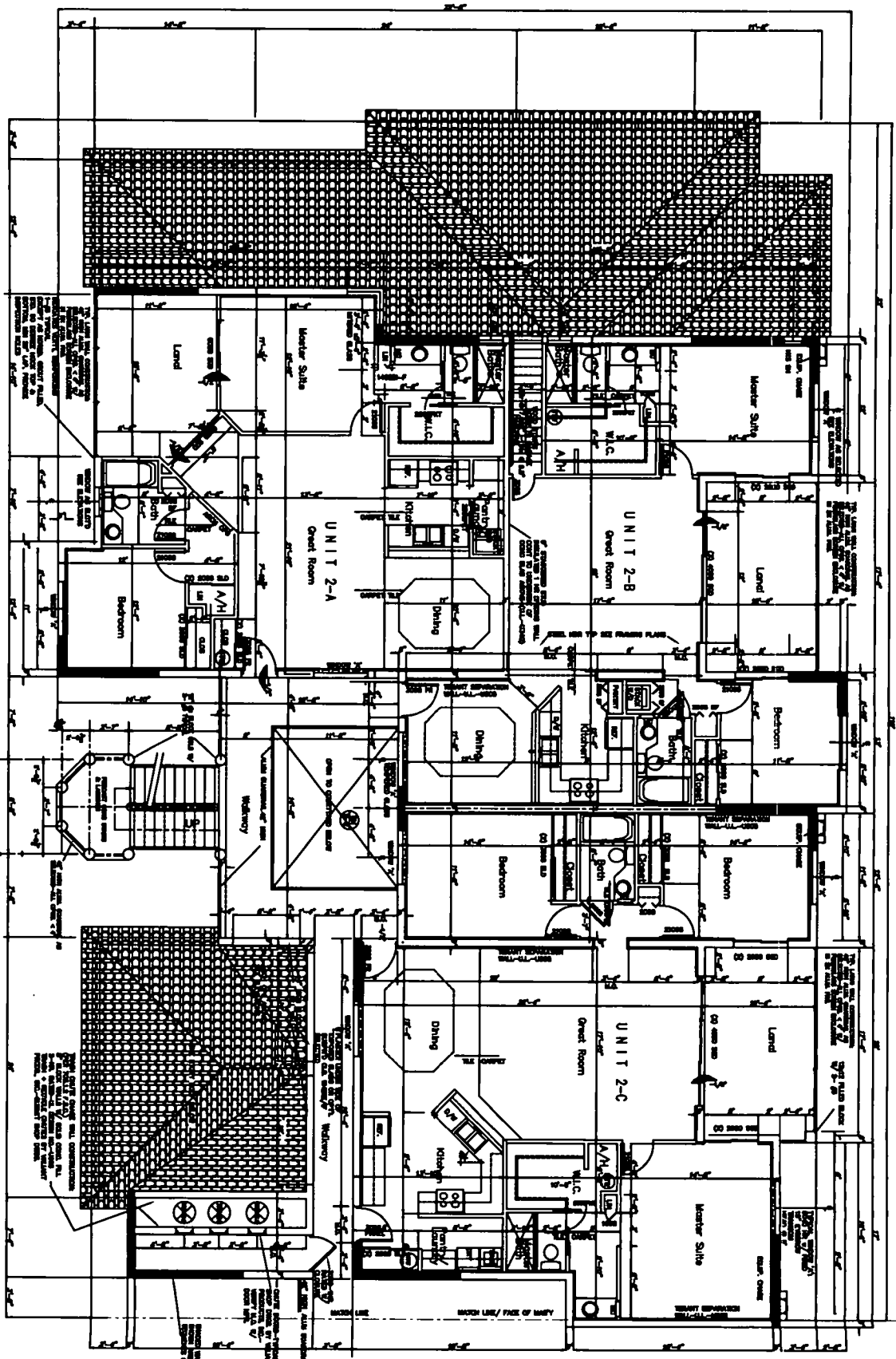
KEY TO SHEETS

FIRST FLOOR PLAN - EAST SECTION
 NOT TO SCALE

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

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 BRIGHAM SURVEYING, INC.
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BREEZA DEL MARE, A Condominium
 SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19
 EAST, SARASOTA COUNTY, FLORIDA.



SECOND FLOOR PLAN - WEST SECTION
 NOT TO SCALE



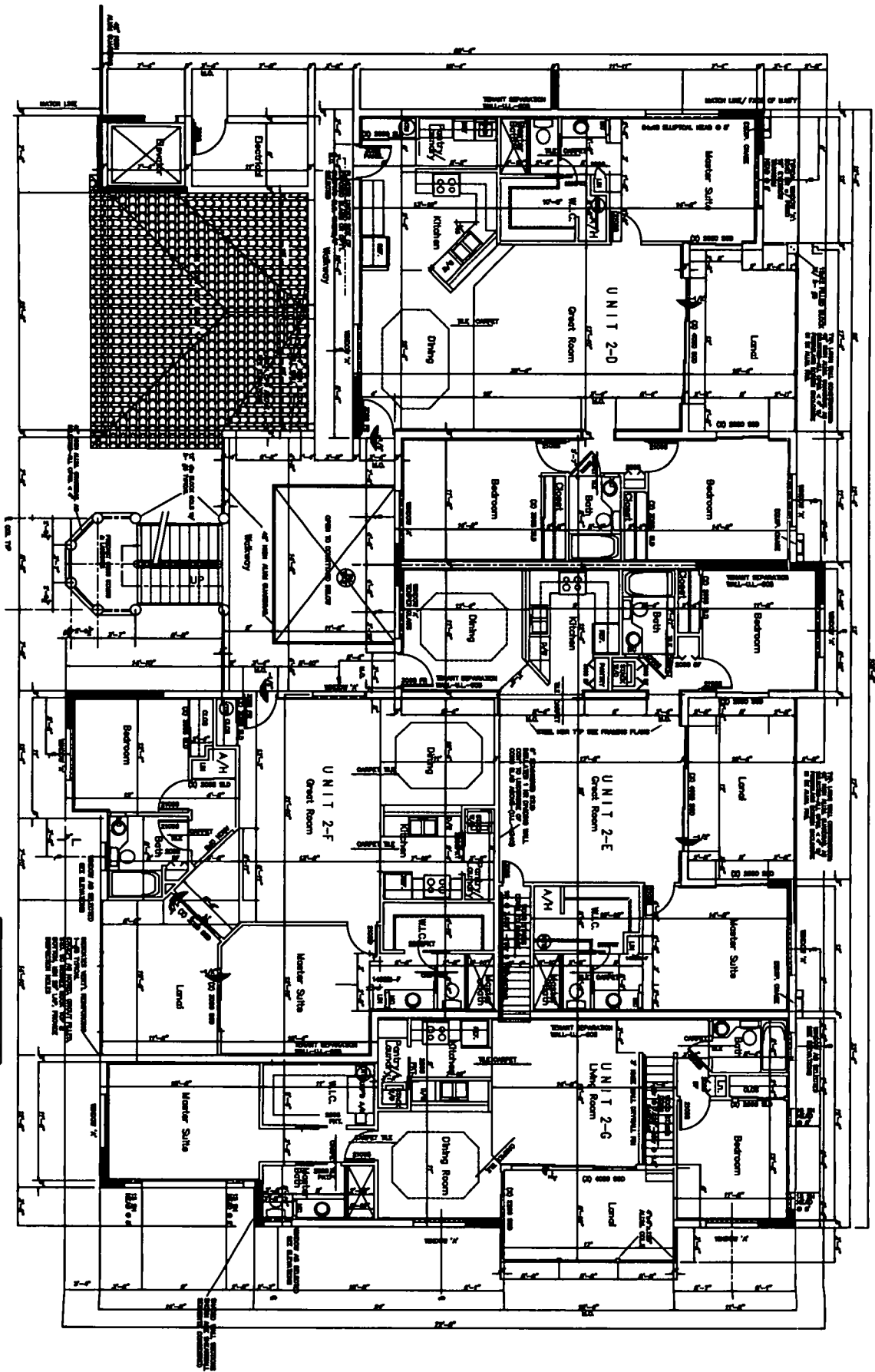
KEY TO SHEETS

| BUILDING | |
|------------------|------------|
| hatched pattern | this sheet |
| horizontal lines | 3rd floor |
| vertical lines | 2nd floor |
| diagonal lines | 1st floor |

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

PREPARED BY:
 BRIGHAM SURVEYING, INC.
 LAND SURVEYORS
 712 SHAMROCK BLVD.
 VENICE, FLORIDA 34293
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BREEZA DEL MARE, A Condominium
SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19
EAST, SARASOTA COUNTY, FLORIDA.



SECOND FLOOR PLAN - EAST SECTION
 NOT TO SCALE

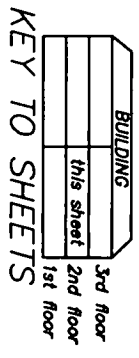
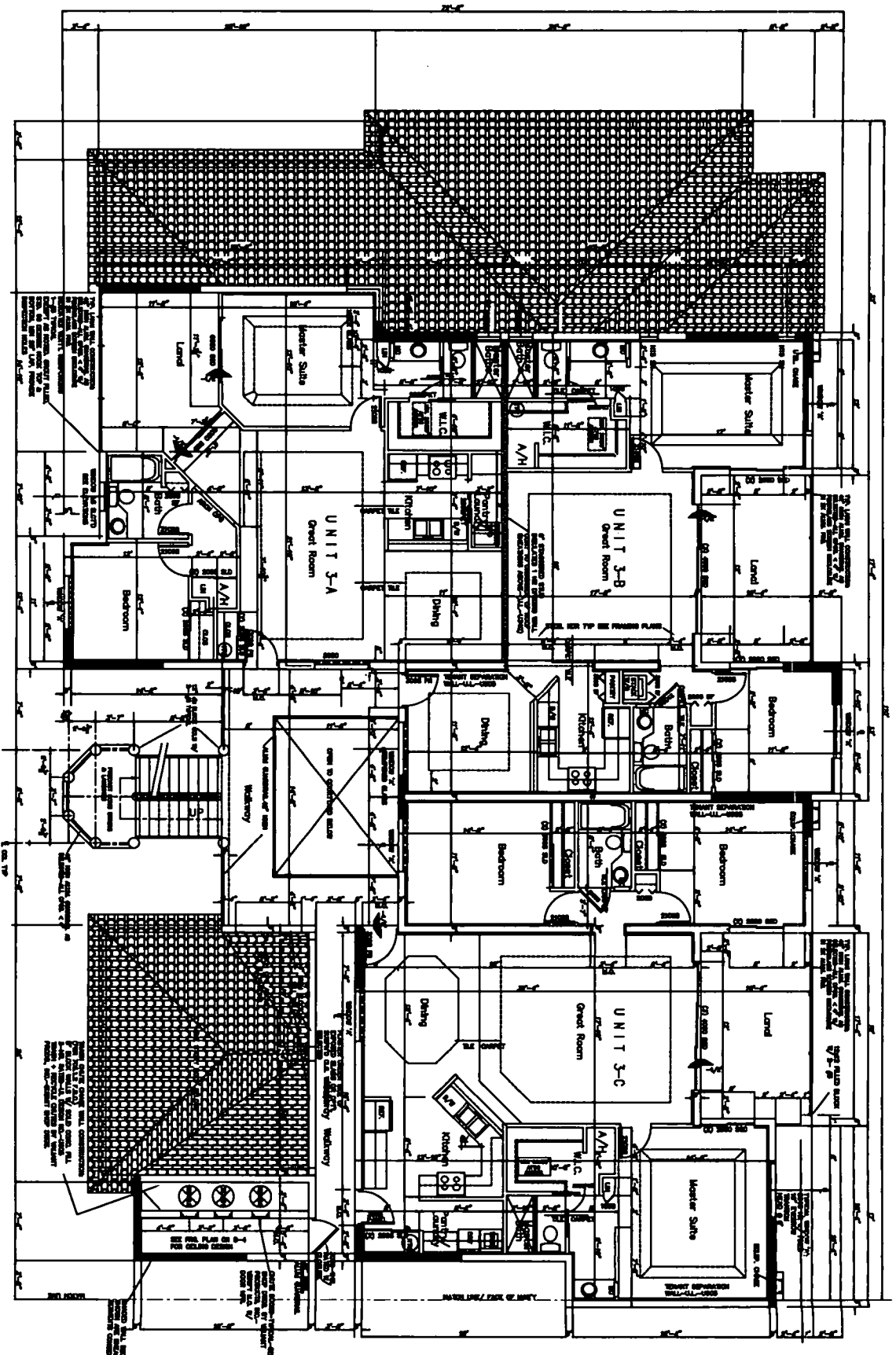


EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

PREPARED BY:
 BRIGHAM SURVEYING, INC.
 LAND SURVEYORS
 712 SHAMROCK BLVD.
 VENICE, FLORIDA 34293
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BREEZA DEL MARE, A Condominium
SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19
EAST, SARASOTA COUNTY, FLORIDA.



THIRD FLOOR PLAN - WEST SECTION

NOT TO SCALE



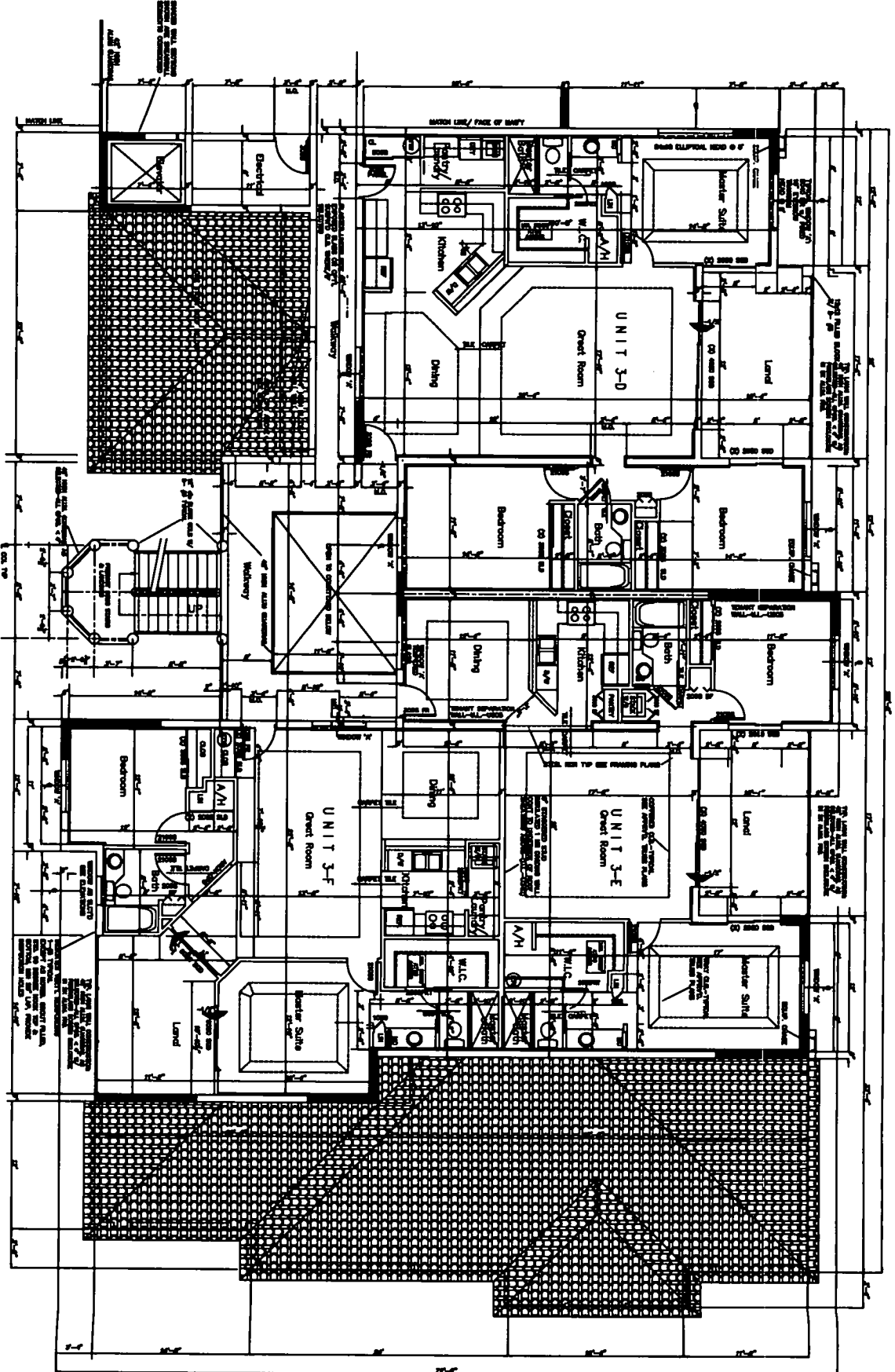
KEY TO SHEETS

| BUILDING | this sheet |
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| 3rd floor | [Hatched pattern] |
| 2nd floor | [Solid black] |
| 1st floor | [White] |

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

PREPARED BY:
 BRIGHAM SURVEYING, INC.
 LAND SURVEYORS
 712 SHAMROCK BLVD.
 VENICE, FLORIDA 34293
 PH. (941) 493-4450

BREEZA DEL MARE, A Condominium
SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19
EAST, SARASOTA COUNTY, FLORIDA.



THIRD FLOOR PLAN - EAST SECTION
 NOT TO SCALE



KEY TO SHEETS

| BUILDING | 1st floor | 2nd floor | 3rd floor |
|------------|-----------|-----------|-----------|
| this sheet | | | |

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

PREPARED BY:
 BRIGHAM SURVEYING, INC.
 LAND SURVEYORS
 712 SHAMROCK BLVD.
 VENICE, FLORIDA 34293
 PH. (941) 493-4430

BREEZA DEL MARE, A Condominium
SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19
EAST, SARASOTA COUNTY, FLORIDA.

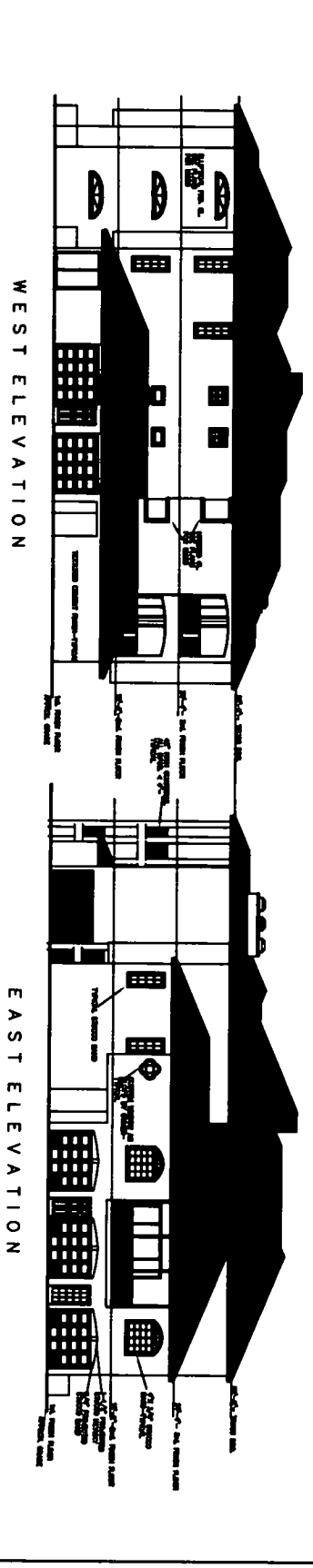
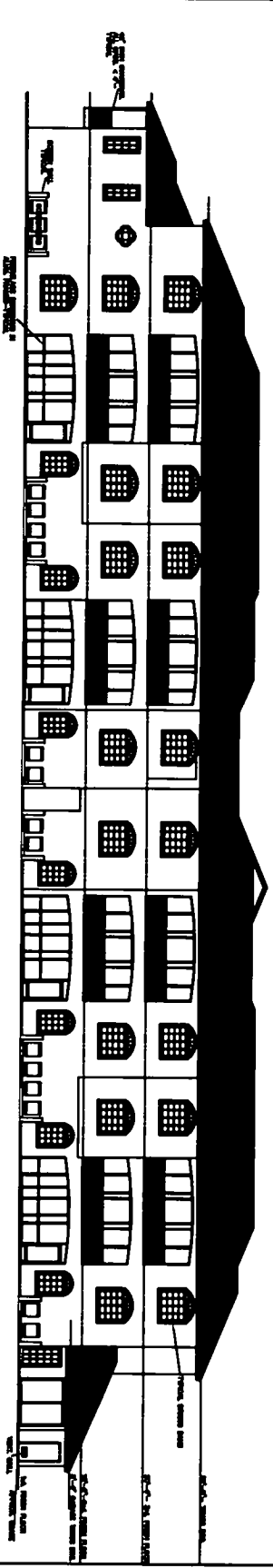
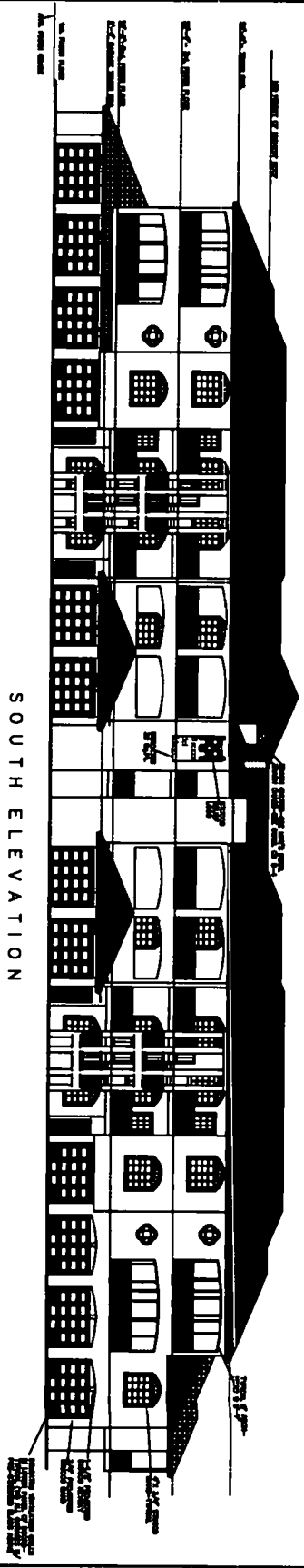
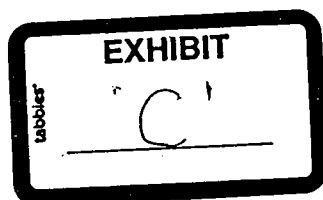


EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM

PREPARED BY:
 BRIGHAM SURVEYING, INC.
 LAND SURVEYORS
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 VENICE, FLORIDA 34293
 PH. (941) 493-4430

**BREZZA DEL MARE CONDOMINIUM
ASSOCIATION BYLAWS**

SEE TAB #6



BYLAWS OF
BREZZA DEL MARE CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of BREZZA DEL MARE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain condominium located in Sarasota County, Florida, and known as BREZZA DEL MARE CONDOMINIUMS ("the Condominium").

A. Principal Office. The principal office of the Association shall be at such a place as may be designated by the Board of Directors.

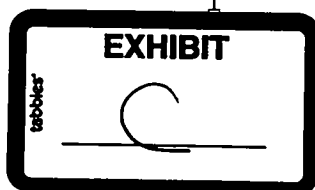
B. Fiscal Year. The fiscal year of the Association shall be the calendar year.

C. Definitions. For convenience, these Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires.

II. MEETINGS OF MEMBERS

A. Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

B. Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by a majority of the Board of Directors of the Association, and must be called by the Board of Directors on receipt of a written request from a majority of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings; F.S. 718.112(2)(j), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the



Developer.

C. Notice of Annual Meeting. Written notice of the annual meeting shall be mailed or hand delivered to each Unit Owner at least 14 days and not more than 34 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium Property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

D. Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, Vice President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

E. Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget.

F. Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners for any calendar year exceeding 115% of the assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting interests to the Board, shall call a special meeting of the Unit Owners within 30 days, on not less than 14 days' written notice to each Unit Owner.

G. Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interest. The meeting shall be held not

less than 10 days nor more than 60 days from the date the notice of the meeting is given.

H. Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the Unit Owners other than the Developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call an election for the members of the board of directors, and shall give at least 60 days notice thereof.

I. Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

III. Voting.

A. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

B. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

C. Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of record legal title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

D. Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy in accordance with the provisions set forth in Florida Statute Section 718.112(2)(b). Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes to waive or reduce reserves in accordance with 718.112(2)(b)(f)(2); for votes taken to amend the Declaration pursuant to 718.110; for votes taken to amend the articles of incorporation or bylaws pursuant to 718.112, and for any other matter for which Chapter 718 Florida Statutes requires or permits a vote of the Unit owner. Each proxy shall set forth specifically the name of the person voting by proxy, the name of

the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in section III (C) above, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

E. Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

F. Waiver of Notice. Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

G. Action by Members Without a Meeting. Unit owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall

be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

H. Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

I. Order of Business. The order of business at annual meetings of members and, as far as practical, at other members' meetings, shall be:

1. Collection of ballots in accordance with Florida Administrative Code Rule 61B-23.0021(10) (A)

2. Call to order.

3. Election of a chairman of the meeting, unless the President is present, in which case he or she shall preside.

4. Calling of the roll, certifying of proxies, determination of a quorum.

5. Proof of notice of meeting or waiver of notice.

6. Reading and disposal of any unapproved minutes.

7. Reports of Officers.

8. Reports of committees.

9. Appointment of inspectors of election.

10. Determination of number of Directors.

11. Election of Directors.

12. Unfinished business.

13. New business.

14. Adjournment.

J. Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

1. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.

2. Merger of two or more independent condominiums of a single complex to form a single condominium.

3. Purchase of land or recreation lease.

4. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.

5. Exercise of option to purchase recreational or other commonly used facilities lease.

6. Providing no reserves, or less than adequate reserves.

7. Recall of members of Board of Directors.

8. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

IV. DIRECTORS

A. Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of five directors. Other than those selected by the Developer, Directors must be either Unit Owners, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements.

B. Election of Directors. Directors shall be elected at the annual meeting in the following manner:

1. The Board of Directors shall be elected by written ballot or voting machine.

2. Proxies shall not be used to elect the Board of Directors, either in general elections or elections to fill vacancies caused by resignation.

3. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before

the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than 30 days prior to the scheduled election. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

C. Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section IV (E).

D. Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

E. Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

F. Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

G. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice except notice to Unit Owners required by F.S. 718.112(2)(c). The Board of Directors may meet immediately following the meeting at which they are elected for the purpose of electing officers and changing banking resolutions without further notice, except for an announcement at the Unit Owners' meeting.

H. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium Property at least 48 continuous hours before the meeting, except in an emergency. Provided however, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14 day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association.

I. Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency. Provided however, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14 day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association.

J. Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

K. Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

L. Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of

those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

M. No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

N. Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

O. Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

P. Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

Q. Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments. Pursuant to Florida Statute Section 718.112(2)(c), the right of Unit Owners to attend board meetings includes the right to tape record or video tape such meetings.

R. Presiding Officer. The presiding Officer at Board meetings shall be the President and in his or her absence, the Vice President and in his or her absence, the Directors present shall designate any one of their number to preside.

S. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

T. Executive Committee. The Board of Directors, by

resolution, may appoint an executive committee to consist of two or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (1) determine the Common Expenses required for the operation of the Condominium; (2) determine the assessments payable by the Unit Owners to meet the Common Expenses of the Condominium; (3) adopt or amend Rules and Regulations covering the details of the operation and use of the Common Elements; (4) purchase, lease, or otherwise acquire Units in the Condominium in the name of the Association; (5) approve any actions or proposals required by the Act, the Declaration, the Articles, or these Bylaws to be approved by Unit Owners; or (6) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners and shall be noticed in the same manner as a regular board meeting.

U. Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

V. Order of Business. The order of business at meetings of Directors shall be:

1. Calling of roll.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Reports of Officers and committees.
5. Unfinished business.
6. New business.
7. Adjournment.

W. Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, but no more than 90 days thereafter, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act.

When Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer shall

be entitled to elect no less than one-third of the members of the board of administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after 90 percent of the Units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration of Condominium; or, in the case of an Association which may ultimately operate more than one condominium, 7 years after recordation of the Declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

X. Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the

Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

1. Maintenance, Management, and Operation of Condominium Property.

2. Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the Common Elements and commonly-used facilities.

3. Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

4. Make and Collect Assessments.

5. Lease, Maintain, Repair, and Replace the Common Elements.

6. Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

7. Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

8. Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

9. Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

10. Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium Property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

11. Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

12. Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the Common Elements, Common Expenses, or Common Surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

13. Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the Common Elements, common areas, and recreational facilities serving the Condominium.

14. Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article X of these Bylaws, which shall constitute the official records of the Association.

15. Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

16. Furnish Annual Financial Reports to Members.

17. Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

18. Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium Parcel.

19. Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

20. Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$100 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale, or other transfer of a Unit in the Condominium as provided in the Declaration.

21. Contract for Operation, Maintenance, and Management of the Condominium.

22. Pay Taxes or Assessments Against the Common Elements or Association Property.

23. Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

24. Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

25. Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, not to exceed \$50 for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants.

26. Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of assessments for Common Expenses.

27. Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

28. Repair or Reconstruct Improvements After Casualties.

VI. OFFICERS

A. Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer, and a Secretary. The Officers shall be elected annually by the Board of Directors. A person may hold more than one office except that the President may not also be the Secretary. No person shall sign an instrument nor perform an act

in the capacity of more than one office.

B. President. The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

C. Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

D. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President.

E. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

F. Compensation. The compensation, if any, of all Officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT

A. Board Adoption of Budget. The Board of Directors shall adopt a budget for the Common Expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each

fiscal year.

B. Budget Requirements. The proposed annual budget of Common Expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

1. Administration of the Association.
2. Management fees.
3. Maintenance.
4. Rent for recreational and other commonly used facilities.
5. Taxes on Association property.
6. Taxes on leased areas.
7. Insurance.
8. Security provisions.
9. Other expenses.
10. Operating capital.
11. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes.
12. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(f). If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and the result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Pursuant to F.S. 718.112(2)(f)(2), the Developer may vote to waive the reserves or reduce the funding of reserves for the first two fiscal years of the Association's operation.

C. Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which

the budget will be considered. The meeting shall be open to all the Unit Owners.

D. Member Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessments against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests, shall call a special meeting of the Unit Owners within 30 days. The special meeting shall be called on not less than 14 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and adopt a budget, which adoption requires an affirmative vote of not less than a majority of all voting interests. If, at the special meeting, a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium Property, nonrecurring expenses, and assessments for betterment to the Condominium Property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

E. Alternative Budget Adoption by Members. At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners by providing each Unit Owner with the proposed budget, in writing, at least 14 days before the meeting at which the budget will be considered. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

F. Budget Restraints on Developer. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interests other than those held by the Developer.

G. Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

3. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

H. Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

I. Fidelity Bonding or Insurance of Persons Controlling or Disbursing Funds. The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary and treasurer of the association. The association shall bear the cost of bonding.

VIII. ASSESSMENTS AND COLLECTION

A. Assessments, Generally. Assessments shall be made against the Units on a monthly basis. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

B. Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for Common Expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes,

however, any excess funds shall be considered Common Surplus.

C. Charges for Other than Common Expenses. Charges by the Association against individual members for other than Common Expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium Property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

D. Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

1. the Unit's unpaid Common Expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
2. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

E. A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

F. Assessments; Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

G. Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall bear interest at the rate of 18% per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

H. Lien for Assessment. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective for one year after the claim of lien is recorded in the public records of Sarasota County unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

I. Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

J. Fines. Before levying a fine under section V (25) the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

1. a statement of the date, time and place of the hearing;
2. a statement of the provisions of the Declaration, these Bylaws, and lawfully adopted Rules and Regulations that have allegedly been violated; and
3. a short and plain statement of the matters asserted by the Association.

Pursuant to Florida Statute 718.303(3), no fine may be levied except after giving reasonable notice and opportunity for hearing to the unit owner and, if applicable its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide

written and oral argument on all issues involved to the Board of Directors and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Each day of violation shall be a separate violation. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

IX. ASSOCIATION CONTRACTS, GENERALLY

A. Fair and Reasonable; Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

B. Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause since they have been declared to be against the public policy of the State of Florida.

C. Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

1. Specification of the services, obligations, and responsibilities of the service provider.
2. Specification of costs for services performed.
3. An indication of frequency of performance of services.
4. Specification of minimum number of personnel to provide the contracted services.
5. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

X. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the

official records of the Association:

1. A copy of the plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).

2. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.

3. A photocopy of the recorded Bylaws of the Association and all amendments thereto.

4. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.

5. A copy of the current rules of the Association.

6. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.

7. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.

8. All current insurance policies of the Association and Condominiums operated by the Association.

9. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the Association.

11. The accounting records required in VII(G).

12. Ballots, sign-in sheets, and voting proxies, which shall be maintained for a period of one year from the date of the election, vote, or meeting to which the proxy relates.

13. All rental records when the Association is acting as agent for the rental of Condominium Units.

14. A copy of the current Frequently Asked Questions and Answers Sheet in a form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes.

15. All other records of the Association not specifically included in the foregoing that are related to the operation of the Association.

16. A copy of Robert's Rules of Order (latest edition).

The official records of the Association shall be maintained within the State of Florida and shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association shall provide the records within 5 working days after receipt of a written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Provided, however, there is no presumption of willful noncompliance unless the association fails to make the records available within 10 working days. Copies of the Declaration, Articles of Incorporation, Bylaws, Rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in F.S. 718.504, shall be kept on the Condominium Property and shall be made available to Unit Owners and prospective purchasers on payment by Unit Owners and prospective purchasers of the actual costs for preparing and furnishing these documents to those requesting the same.

XI. OBLIGATIONS OF OWNERS

A. Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted Rules and Regulations, the Association by direction of its Board of Directors may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

1. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.

2. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.

3. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association

or any Director for damages, injunctive relief, or both, if the Association or a Director willfully and knowingly fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws, or the Rules and Regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under section V(25) of these Bylaws.

B. Attorneys' Fees. In any action brought under the provisions of section XI(A) the prevailing party is entitled to recover reasonable attorneys' fees and costs including the costs of any appeal therefrom.

C. No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

XII. ARBITRATION OF INTERNAL DISPUTES

Pursuant to Florida Statute Section 718.1255, all issues or disputes that are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through the alternative dispute resolution procedures instead of civil litigation.

XIII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

XIV. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his or her Unit.

XV. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

XVI. RULES AND REGULATIONS

A. Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable Rules and Regulations governing the details of the use and operation of the Common Elements, Association Property, and recreational facilities serving the Condominium.

B. Posting and Furnishing Copies. A copy of the Rules and Regulations adopted from time to time by the Board of Directors, and any amendments to existing Rules and Regulations, shall be posted in a conspicuous place on the Condominium Property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

C. Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Common Elements, Association Property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

D. Reasonableness Test. Any Rule or Regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

XVII. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS

A. Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to the restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed in these Bylaws.

B. Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

XVIII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

1. The Act, as it existed on the date of recording the Declaration.
2. The Declaration.
3. The Articles.
4. These Bylaws.
5. The Rules and Regulations.

XIX. INDEMNIFICATION

Every Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of being or having been an Officer or Director of the Association, whether or not an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

XX. DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS

Under F.S. 718.110(10), the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium Property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

XXI. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in

the following manner:

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

B. Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than fifty one percent (51%) of the voting interests of the Association.

C. Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer or mortgagees of Units without their consent.

D. Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

E. Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER FOR PRESENT TEXT."

XXII. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the Bylaws of BREZZA DEL MARE
CONDOMINIUM ASSOCIATION, INC., on this _____ day of _____, 2005.

BREZZA DEL MARE CONDOMINIUM
ASSOCIATION, INC.

ATTEST:

By: Robert Quandt,
Member

LEGAL DESCRIPTION FOR BREZZA DEL MARE CONDOMINIUMS

From the Southwest corner of the Southeast 1/4 of Section 18, Township 39 South, Range 19 East; thence South 89°48' West along the South line of said Section 18, 122.6 feet; thence North 0°4' East along the East line of BEACH MANOR, Unit 3, as recorded in Plat Book 11, Page 5, Public Records of Sarasota County, Florida a distance of 194.0 feet; thence East along North line of Base Avenue, (50 feet wide) 300.0 feet for a point of beginning, thence continue East along said North line of Base Avenue 302.29 feet to the West line of Cooper Street (50 feet wide) thence North 0°6' East 140.0 feet along said West line of Cooper Street; thence West 302.37 feet; thence South 0°4' West 140 feet to the Point of Beginning.

