

Prepared By and Return To:
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DECLARATION
OF
THE CONDOMINIUMS AT MARKER 1, A CONDOMINIUM

Buell Properties, LLC, an Indiana limited liability company, ("Developer"), hereby declares:

1. Introduction and Submission

1.1 The Land. The Developer owns the fee title to certain land located in Pinellas County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land described in Exhibit "1" and all improvements erected or to be erected thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof.

1.3. Name. The name by which this Condominium is to be identified is **THE CONDOMINIUMS AT MARKER 1, A CONDOMINIUM** (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them Florida Statute 718.03 and as supplement in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time.

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

2.4 "Association" or "Condominium Association" means **THE CONDOMINIUMS AT MARKER 1 CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

2.5 "Association Property" means that property, real and personal, which is owned or leased by, or which is dedicated on a recorded plat or leased to the Association for the use and

THE CONDOMINIUM PLAT PERTAINING TO THIS
CONDOMINIUM IS RECORDED IN PLAT BOOK 167
PAGES 31 THROUGH 39, PUBLIC
RECORDS OF PINELLAS COUNTY, FLORIDA

benefit of its members or as otherwise provided herein. Association Property specifically means and includes the Recreation Tract (which includes the seawall) and adjacent dock, if any.

2.6 "Building" means the structure in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.

2.7 "By-Laws" mean the By-Laws of the Association, as amended from time to time.

2.8 "Common Elements" mean and include:

- (a) The portions of the Condominium Property which are not included within the Units.
- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
- (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
- (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
- (e) Any other parts of the Condominium Property designated as Common Elements or "CE" in this Declaration or in Exhibit "1" hereto. Do we want the roofs to be common area? If not, each unit owner will have to replace his own roof and you may not have conformity. Is there a fire wall between units?

2.9 "Common Expenses" means all expenses and assessments which are properly incurred by the Association for the Condominium for the operation, maintenance, repair, replacement, or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include without limitation, the following as same may relate only to the general Common Elements: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) if applicable, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (c) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house and/or interactive communications and surveillance systems; (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (e) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (f) any lease payments required under leases for mechanical equipment, including without limitation, leases for recycling equipment, if same is leased by the Association rather than being owned by it; (g) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life

Safety Systems; (h) expenses associated with any Sovereign Submerged Land Lease with the State of Florida and common facilities associated therewith and (i) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Unit Owners.

2.10 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, which exceeds the amount of Common Expenses.

2.11 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.12 "Condominium Property" means the lands, leaseholds, improvements and other property described in Section 1.2 hereof, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium subject to the limitations thereof and exclusions therefrom.

2.13 "County" means the County of Pinellas, State of Florida.

2.14 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.15 "Developer" means Buell Properties, LLC, an Indiana limited liability company, its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the Public Records of the County. Such assignment may be made on an exclusive or non-exclusive basis, may be conditional or unconditional and may be an assignment of all or only portions of its rights or obligations as Developer hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights and the assignee accepts said assignment by written instrument recorded in the Public Records of Pinellas County Florida.

2.16 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property and the Recreation Tract, including, but not limited to, the Building, seawall and dock, if any.

2.17 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

2.18 "Life Safety Systems" means and refers to any and all emergency lighting, audio

and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include stairways and stair railings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains such Life Safety Systems.

2.19 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit to the exclusion of other Units, as specified herein. References to Common Elements shall include Limited Common Elements unless the context would prohibit or it is otherwise provided. Please see Section 3.3 below.

2.20 "Recreation Tract" means the Association Property located adjacent to the south side of the Condominium Property, graphically depicted on Exhibit "1" and legally described on Exhibit "4" attached hereto. THE RECREATION TRACT IS NOT SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP UNDER FLORIDA STATUTES 718. NOTHING IN THIS DECLARATION SHALL BE CONSTRUED TO CONVEY A FEE SIMPLE INTEREST IN SUCH LAND TO ANY UNIT OWNER. The Developer reserves the right but is not required to construct a swimming pool upon the Recreation Tract. The Developer reserves the right to add, delete or substitute other property and facilities to and upon the Recreation Tract and no such addition, deletion or substitution shall be deemed to constitute a material, adverse change to the Condominium.

2.21 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.22 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.23 "Unit Owner" or "Owner of a Unit" or "Owner" means a record Owner of legal title to a Condominium Parcel.

3. Description of Condominium.

3.1 Identification of Units. The Land has constructed thereon One Building containing 6 Units. Each such Unit is identified by a separate numerical or alphanumerical designation. The designation of such Units is set forth on Exhibit "1" attached hereto. Exhibit "1" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Buildings in which the Units are located, and a plot plan thereof. Said Exhibit "1", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive easement for the use of the airspace 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, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association

with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

3.2 Unit Boundaries. Each unit shall include that part of the Building containing the Unit that lies within the following boundaries:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (i) Upper Boundaries. The upper boundary of the Unit shall be the horizontal plane of the unfinished lower surface of the ceiling.
 - (ii) Lower Boundaries. The lower boundary of the Unit shall be the plane created 500 feet below the surface of the earth, extended in all directions, on a horizontal plane to an intersection with the vertical parametrical boundaries of the Unit.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries (and to the extent that the walls are each Unit boundaries shall be deemed to be the area immediately behind the drywall and/or gypsum board so that for all purposes hereunder the drywall and/or gypsum board shall be deemed part of the Unit and not part of the Common Elements.).
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries extend to the exterior surface of all windows and sliding glass doors and other fixtures located in such apertures, including all frameworks thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that exterior surfaces made of glass or other transparent material shall be included in the boundaries of the Unit and shall therefore be considered part of the Unit and shall not be a Common Element. Unit Owners shall be responsible for maintenance, repair and replacement of all Unit windows and doors and Unit windows and doors shall be replaced in manner consistent with the scheme of development as may be approved by the Board of Directors. Further, notwithstanding anything to the contrary, the structural components of the Building and the Life Safety Systems, regardless where located, are excluded from the Units and are instead deemed Common Elements.
- (d) Utility Equipment and Conduits. A Unit includes plumbing and electrical lines, equipment and fixtures located within the boundaries of the Unit, together with plumbing and electrical and other utility lines within the Common Elements which serve the Unit only. The Unit shall not include electrical and plumbing lines, conduits, equipment, fixtures, pipes, wires,

air passageways, ducts, or other utility lines running through or adjacent to the Unit which are utilized for or served another Unit or the Common Elements, which items shall be made a part of the Common Elements.

- (e) Air Conditioning/Heating. Any air conditioning/heating equipment which services only a single Unit shall be considered a part of said Unit and not a Common Element.
- (f) Appliances. The Unit Owner shall own any electric doorbells/knockers, hot water heaters, refrigerators, dishwashers, ovens, stoves and other appliances which are located within the boundaries of the Unit or the Limited Common Elements appurtenant to said Unit.
- (g) Fixtures. The Unit Owner shall own all interior fixtures who shall serve the Unit exclusively, including without limitation, all plumbing fixtures, utility and electrical fixtures and cabinets.
- (h) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "1" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted otherwise on such survey.

3.3 Limited Common Elements. Each Unit may have as Limited Common Elements appurtenant thereto, the exclusive right to use such Limited Common Elements subject to the terms hereof.

- (a) Patios, and Terraces Appurtenant to Units. Any patio, terrace, and/or lanai (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be Limited Common Element of such Unit(s). Each Unit Owner shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements. In the event of boundary walls between Limited Common Elements, each Unit Owner shall be responsible for one half of the cost of the maintenance of such wall. Each Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of the surface of such patio, terrace, and/or lanai. A Unit Owner using a patio, terrace, and/or lanai or making or causing to be made any additions, alterations, or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom.
- (b) Parking Spaces. Each Unit shall be assigned by the Developer, at least

one (1) Parking Space. Unit Owners may also be assigned an additional parking space. Parking Spaces shall initially be assigned by the Developer. Unit Owners may assign their parking spaces to another Unit Owner but may not assign nor allow use of a parking space to or by any person or entity who is not a Unit Owner but any person occupying the unit as a guest or tenant shall have the right to use the parking space(s). Further, parking space(s) may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State, and local laws and regulations regarding or affecting handicap accessibility but shall otherwise not be able to be relocated without the consent of the affected Unit Owner(s). The maintenance of any parking space shall be the responsibility of the Association. All other Spaces not assigned by the Developer may be used by the Unit Owners on a first come first serve basis but no Unit Owner shall use or occupy more than two (2) parking spaces. Additionally, no Unit Owner shall use or occupy a parking space for the storage of vehicle(s). EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT THE PARKING FACILITIES ARE LOCATED BELOW FEMA FLOOD PLAIN OR IN A FLOOD PRONE AREA, AND ACCORDINGLY IN THE EVENT OF FLOODING, ANY AUTOMOBILES AND/OR PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE ASSOCIATION IN INSURING THE PARKING FACILITIES AND FOR OWNERS, MAY BE HIGHER THAN NORMAL. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF A UNIT, OR ACCEPTING THE ASSIGNMENT OF A PARKING), EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

- (c) Other areas. Any other portion of the Common Elements, which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e. walkways serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board and shall be binding and conclusive when so made.

Notwithstanding the foregoing, the designation of an area as a Limited Common Element hereunder shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude passage through such areas as may be needed from time to time for emergency ingress and egress and for the maintenance, repair, replacement, alteration and/or operation of the elevators, Life Safety Systems, mechanical equipment, and/or other Common Elements which are most conveniently serviced (in the sole discretion of the Board) by accessing such areas

(and an easement is hereby reserved for such purposes). The Maintenance of any improvements and/or alterations installed by an Owner shall be maintained by the Owner. All other maintenance, including without limitation maintenance of elevator doors, shall be by the Association.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

- (a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, and the Common Elements.
- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, a master antenna television system, communications and security systems, or other services or drainage facilities or the use of these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements, or of any portion of a Unit to be maintained by the Association pursuant to the terms hereof, or as necessary to prevent damage to the Common Elements or any Unit and said access shall not require the advance notification to the Unit Owner by the Association when, in the opinion of the Association, access is required to prevent imminent harm to the Common Elements.
- (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.
- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purposes and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any

such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

- (e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof, or any Improvements, structures, facilities and/or Units located or to be located thereon, and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The Association (and its designees, contractors, subcontractors and/or employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.
- (f) Sales Activity. For as long as the Developer is offering Units for sale in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for guest accommodations, model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease. This paragraph shall not be amended without the consent of the Developer.
- (g) Association. The Association shall have an easement of access over, under and through the Condominium Property and Association Property for the purpose of performing its functions pursuant to the Declaration.
- (h) Additional Easements. The Developer (as long as it is offering Units for sale in the ordinary course of business) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate existing access easements in any portion of the Condominium or Association Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the

Improvements, or any portion thereof, or for the general health or welfare or the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

- (i) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express, or implied, for act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy or the Condominium Property (or portions thereof). Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Section 21 below.
 - (j) Exterior Building Maintenance. An easement is hereby reserved on, though and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window washing and/or any other exterior maintenance and/or painting of the Building.
- 4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
- 5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.
 - 5.1 Percentage Ownership and Shares. Upon recordation of this Declaration, each Unit shall have an undivided share in the ownership of the Common Elements and Common Surplus

and the share of the Common Expense equal to one-sixth (1/6th) of one hundred percent (100%). The percentage share of ownership in the Common Elements and Common Surplus and the share of Common Expenses were undertaken to establish a fair and equitable method of allocating assessment percentages to all units in the Condominium and every purchaser of a Unit, whether from Developer or otherwise waives the right to assert that the allocations are unfair, unreasonable, inequitable or otherwise in error.

5.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of the Association. Any two (2) Units which have been combined into one (1) combined Unit shall be deemed to be two (2) Units (as if they had not been so combined) and shall therefore be entitled to two (2) votes to be cast by its Owner. In such event, the provisions of 718.110, Florida Statutes, shall first be met.

6. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. 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. An amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by affirmative vote of Unit Owners owning in excess of two-thirds (2/3) of the Units. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the secretary at or prior to the meeting, however such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.2 By the Developer or the Association. Pursuant to Section 718.110 (9) and 718.110 (2) Florida Statutes, the Developer, without a vote of Unit owners, or the Association upon a vote of a majority of the voting interests, may amend the Declaration, the Articles or the By-Laws of the Association to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent thereto.

Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of Board Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever in order to (a) identify, locate and dimension any Units which are not completed at the date of this Declaration; (b) to correct any errors or omissions in this Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions of any state or federal rules or regulations or county or municipal ordinances; or (d) to gain acceptance or approval of any institutional mortgage lender or title insurer; except for an amendment: (a) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (b) to effect a Material Amendment which must be approved, if at all, in the manner set forth in Section 6.4 below. Such amendments may be executed by the Developer without the written consent of the Unit Owners, institutional first mortgagees, or other holders of recorded liens or other interests therein. The unilateral amendment right set forth herein shall include, without limitation, the right to correct

scrivener's errors. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance. All amendments shall take effect immediately upon recordation in the Public Records of Pinellas County.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed either by the President of the Association or a majority of the members of the Board of Directors and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment to the Declaration is effective when the applicable amendment is properly recorded in the public records of the County.

6.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless all Owner(s) thereof and all record owner of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of 2/3 or more of the voting interests of Unit Owners. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. The provisions of this paragraph of Section 6.4 may not be amended in any manner. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See Provision ____ for the present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

7. Maintenance and Repairs

7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, screen enclosures, the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and

connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as to the maintenance of all parking spaces although limited common elements shall be maintained by the Association. Electric/hybrid car charging stations, if any, shall be the maintenance responsibility of the Unit Owner installing the same.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units (to the exclusion of other Units), as same may be deemed to be Limited Common Elements in accordance with Subsection 3.3 above, or part of a Unit in accordance with Subsection 7.1 above, shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units. If the maintenance of a specific item requires traversing multiple levels of the building and/or accessing other units, then the Unit Owner shall notify the Association and effect the maintenance or repair under the oversight of the Association.

8. Additions, Alterations or Improvements by the Association

Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$10,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$10,000.00 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 12.2 hereof. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

9. Additions, Alterations or Improvements by Unit Owner

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Element without the prior written consent of the Board of Directors provided that the Board of Directors shall not withhold its consent to the installation of hurricane shutters, window film or laminated glass, as

long as some have the character, location and other attributes approved by the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within forty-five (45) days after such request and all additional reasonably required information requested is received to the reasonable satisfaction of the Board, and the failure to do so within the stipulated time shall constitute the Board's consent unless the Board it has determined that additional information is required. If additional information is required, then the forty-five (45) day deadline shall be abated until all additional information is received. Upon receipt of all additional information, the Board shall have thirty (30) days to answer the written request. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. Notwithstanding the foregoing, in order to allow the Association to obtain the operating history and experience necessary to provide for uniformity in the nature of Unit Owner improvements and to protect the aesthetic appeal of the Condominium, no such requests for additions, alterations or improvements may be presented to the Board for its consideration until such time as the Unit Owners, other than the Developer, have elected a majority of the Board of Directors.

9.2 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personality, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

9.3 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent of approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements and/or the installation of signs), and (b) expand or add to all or any part of the existing recreational facilities, if any. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.3 shall be adopted in accordance with Section 6 and Section 6.2 of this Declaration.

9.4 Changes in Developer-Owned Units. Without limiting the generality of the provisions of

paragraph 9.3 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units (iii) change the size of Developer-owned Units by combining separate developer owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially or adversely affect the market value or ordinary use of Units owned by Units Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section, shall be effected by the Developer alone pursuant to Section 6.2, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.4 above. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

10. Operation of the Condominium by the Association; Powers and Duties.

10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of the Association and By-Laws (Exhibits "2" and "3" annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements including Assessments against members of the Association for the cost of maintenance and operation of the storm water management system.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives

at reasonable times upon prior request.

- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.
- (f) The power to charge a fee for the exclusive use of any Common Elements by an Owner having a right to such use.
- (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.
- (h) The limited power to convey a portion of the Common Elements pursuant to 718.112(2)(m), Florida Statutes.
- (i) All of the powers which a corporation not for profit in the State of Florida may exercise including without limitation all of the powers provided by Section 718.1265, Florida Statutes.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles, By-Laws and applicable rules and regulations; the Articles shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

10.2 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

10.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

10.4 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

10.5 Association Maintenance Recommendations. It is recommended that the Association, in carrying out its responsibilities under this Article 10.5, comply with the following minimum standards, requirements and guidelines:

The Board shall cause all Utilities and Utility systems forming a part of the Common Elements to be maintained properly and in good condition, and effect repairs thereto as needed. It is recommended that the Board cause all water and/or sewer infrastructure to be inspected annually by a licensed and qualified contractor or engineer, with expertise in the construction and maintenance of such water/sewer infrastructure.

All landscaping should be maintained in accordance with the following minimum maintenance standards:

- (a) Lawn and ground cover should be kept mowed and/or trimmed regularly;
- (b) Planting should be kept in a healthy and growing condition;
- (c) Fertilization, cultivation, spraying and tree pruning should be performed as part of the regular landscaping program;
- (d) Stakes, guides, and ties on trees should be checked regularly to insure the correct function of each; ties shall be adjusted to avoid creating abrasions or girdling of the trunk or stem;
- (e) Damage to planting should be ameliorated within thirty (30) days of occurrence; and
- (f) Irrigation systems should be kept in sound working condition; adjustments, replacement or malfunctioning parts and cleaning of systems should be an integral part of the regular landscaping program.

It is recommended that the Board cause all hardscape and paved areas within the Condominium to be inspected annually by a licensed and qualified contractor or engineer with expertise in the construction and maintenance of such hardscape and paved areas.

It is recommended that the Board cause the swimming pool to be inspected each year by a licensed and qualified contractor or engineer with expertise in the construction and maintenance thereof.

It is recommended that the Board cause the structures and roofs of all improvements within the Condominium to be inspected each year by a licensed and qualified contractor or engineer with expertise in the construction and maintenance of such structures and roofs.

It is recommended that the Board carry out such other periodic inspections and obtain such other expert reports, as may be prudent and appropriate. In each instance in which a contractor, engineer, architect or other professional with the expertise in a specific area is engaged to conduct an investigation or inspection, such expert shall promptly provide a written report thereof to the Board. The written report shall identify all items of maintenance or repair which either requires current action by the Association, or which will need further review, inspection or analysis. The Board shall, in each case, cause any and all necessary or prudent repairs to be promptly undertaken and completed, to prevent avoidable deterioration or property damage.

This Section 10.5 is intended only to provide specific minimum maintenance and inspection recommendations in particular areas, and shall in no way limit the Association's general responsibility with respect to maintenance designed to prevent avoidable deterioration or property damage. The failure of the Association to perform any of the recommendations in this Section shall not be considered a violation of this Declaration or exhibits or the Act and shall not create a cause of action for any unit owner, tenant, guest or invitee. These recommendations are for informational purposes only.

11. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Common Expenses shall include a pro rata portion of the lease fees to the State of Florida, if any. The maintenance of the seawall and dock area, exclusive of the individual boat slips, shall be a Common Expense.

12. Collection of Assessments

12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments, interest, late fees, attorney's fees and costs coming due while he is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments, interest, late fees, attorney's fees and costs against his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments, interest, late fees, attorney's fees and costs may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

12.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

- (a) "Special Assessments" shall mean or refer to an assessment against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.
- (b) "Capital Improvement Assessments" shall mean and refer to an assessment against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements.
- (c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special and Capital Improvement Assessments, in the aggregate in any year, exceed \$10,000.00, or cause the total Assessments levied to exceed 115% of Assessments for the proceeding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

12.3 Defaults in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid together with a late fee not to exceed the greater of \$25.00 or 5% of each delinquent installment due unless a higher amount is approved by the Florida Condominium Act. The Association has a lien on each Unit to secure payment of Assessments, with interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. A recorded lien is effective from, and shall date back to as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association,

the amount due and the due dates and the claim of lien must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorney's fees (including any bankruptcy and/or appellate attorney's fees) which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage on real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. Upon the filing of a Claim of Lien, the Association may declare the Assessment installments due for the balance of the budget year to be accelerated and immediately due and payable. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

12.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

12.5 First Mortgagee. In the event a First Mortgagee shall obtain title to a Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such First Mortgagee, its successors and assigns, shall be liable pursuant to the liability set forth in the Florida Condominium Act for a first mortgagee. Any unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

12.6 Certificate of Unpaid Assessments. Within the time provided by the Florida Condominium Act, after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its agent may charge a reasonable fee, subject to the limitations of the Florida Condominium Act for the preparation of such certificate.

12.7 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, Assessments will be collected monthly.

12.8 Developer's Liability for Assessments. During the period from the date of the recording of this Declaration until the earlier of the following dates (the "Guarantee Expiration Date"): (a) the last day of the calendar year in which of this Declaration is recorded, or (b) the date that control of the Association is transferred to Unit Owners other than the Developer as provided in the By-Laws and the Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by it, provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over the amounts set forth on Exhibit "5" attached hereto; and (ii) that the Developer shall be obligated to pay any amount of

Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. Provided control of the Association has not been transferred to Unit Owners, the Developer shall have the option, in its sole discretion, of extending the guarantee for four (4) additional six (6) month periods or paying the share of Common Expenses and Assessments attributable to Units it then owns. Notwithstanding the above and as provided in Section 718.116(9)(a)2 of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.

12.9 Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

13. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

13.1 Purchase of Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements and Condominium Property. Such Insurance shall include insurance against those risks, with such coverage and limits, as provided in Section 13.2 below, together with such other insurance as the Association deems necessary. The premiums for all such Insurance and other expenses in connection with said insurance shall be assessed as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Owners and their mortgagees, as their interests may appear, without naming them. For purposes of this and the following Article, all buildings constituting the Condominium as described on the Plat shall collectively be deemed one "Building and shall include any additional building as a part thereof which may hereafter become a part of this Condominium."

13.2 Coverage

(a) Fire and Other Peril. The Association shall obtain, maintain and pay the premiums upon a policy or policies of hazard insurance providing primary coverage for all portions of the Condominium Property for which the Association is required to maintain insurance in accordance with the Condominium Act.

(1) The policy or policies shall be in an amount equal to one hundred (100%) percent of current replacement cost of the Building, exclusive of land, foundation, excavation, and other items normally excluded from coverage, if available, and any deductibles established pursuant to Section 13.2(h), unless a lower percentage is expressly approved by the Board. In all events, the amount of coverage shall

comply with the amounts required by the Condominium Act.

(2) The policies may also be issued in the name of an authorized representative of the Association, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor trustee, as insured, for the use and benefit of the individual Owners and their mortgagees, as their interests may appear. Loss payable shall be in favor of the Association or insurance trustee, for each Unit Owner and each such Owner's mortgagee(s). The Association or insurance trustee, if any, shall hold any proceeds of insurance in trust for Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee(s), if any, shall be beneficiaries of the policy in the fraction of ownership of the Common Elements set forth in this Declaration. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request. Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the Pinellas County area and shall name any holder of mortgages on Units within the Condominium. Such policies shall provide that they may not be canceled or substantially modified, without at least ten (10) days' prior written notice to the Association and to each holder of a mortgage listed as a scheduled holder of a mortgage in the policies.

(3) Policies are unacceptable where: (i) under the terms of the insurance carrier's charter, bylaws, or policy, contributions or assessments may be made against borrowers, FEDERAL HOME LOAN MORTGAGE CORPORATION ("FHLMC"), FEDERAL NATIONAL MORTGAGE ASSOCIATION, ("FNMA"), or the designee of FHLMC or FNMA; or (ii) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members, or (iii) the policy included any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

(4) The policies shall also provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners that are not under the control of the Association or the Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

(5) The insurance policy shall afford, as a minimum, protection against the following:

- (i) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and
- (ii) All other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by standard "all risk" endorsement.

In addition, such policies shall include an "agreed amount endorsement" and, if available, an "inflation guard endorsement."

(6) The Association shall provide, on an individual case basis, if required by any Institutional Mortgagee, and if available with a premium that is reasonable, construction code endorsements (such as a demolition cost endorsement, a contingent liability from operation of building laws endorsement and an increased cost of construction endorsement) if the Condominium is subject to a construction code provision which would become operative and require changes to undamaged portions of the building(s), thereby imposing significant costs in the event of partial destruction of the Condominium by an insured hazard.

(7) Such policies shall provide that they may not be canceled or substantially modified, by any party, without at least thirty (30) days' prior written notice to the Association and to each Institutional Mortgagee which is listed as a scheduled holder of a first mortgage in the insurance policy.

(b) Liability Insurance. The Association shall maintain general public liability insurance coverage. Coverage limits shall be in such amounts as the Board shall determine from time to time. The Association shall provide, if so determined by the Board, and if required by any Institutional Mortgagee insurance protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including but not limited to, host liquor liability, employer's liability Insurance, contractual and all written contract insurance, and comprehensive automobile liability insurance.

(c) Flood Insurance. If the Condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), the Association shall obtain and pay the premiums upon, as a Common Expense, a policy or policies of flood insurance on the buildings and any other property covered by the required form of policy (the "Insurable Property"), in an amount of the maximum coverage available under the NFIP for all buildings and other Insurable Property within an area having special flood hazards. The Association may, but is not required, to seek flood insurance equal to one hundred (100%) percent of current "replacement cost" of all buildings and other Insurable Property within such area upon an affirmative vote of a majority of the Board of Directors and a majority of all Unit Owners.

Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

(d) Fidelity Bonds. Blanket fidelity bonds shall be maintained by the Association in the amount required by Section 718.111(11) (h), of the Condominium Act, as it may be amended or renumbered from time to time.

(e) Workers Compensation. Workers Compensation Insurance meeting all of the requirements of the State of Florida.

(f) **Directors and Officers Liability Insurance.** Directors' and officers' liability insurance shall be obtained and maintained. Such insurance if available may include if the Board so determines, coverage for committee members of the Association.

(g) **Additional Coverage.** Such other insurance as the Board shall determine from time to time to be desirable and in the best interest of the Association and the Owners.

(h) **Deductibles.** The Board, in the exercise of its reasonable business judgment, may obtain policies of casualty and liability insurance having reasonable deductibles. In the event of a loss, the deductible amount, if any, with respect to any such policy shall be treated as a Common Expense payable from Regular Assessments, Special Assessments, or, if appropriate, from an applicable reserve. If, however, the claim or damage arises from the negligence of a particular Owner or Owners, the Association may recover payment of any such amount due from the Owner responsible therefor.

13.3 **Individual Policies/Owner Obligation.** Every insurance policy issued to an individual Owner shall provide that the coverage afforded by such policy is in excess over the amount recoverable under any other policy which shall cover the same property without rights of subrogation against the Association. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. The foregoing shall also apply to the garage parking spaces and storage spaces/cabanas, if any, which are Limited Common Elements. Each Owner shall have the obligation to purchase public liability insurance to protect himself against due to accidents within his unit, and casualty insurance on the contents within said Unit, the ceiling, floor and wall coverings, and electrical fixtures, appliances, water heater, and built-in cabinets, to the extent that these items are located within the Unit, air conditioning and heating equipment (whether located within or without the Unit), and any improvements made within the Unit which are not covered by the Association policy. Each Owner shall further be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities as a result of amendments to Section 718.111(11), of the Condominium Act, as it may be amended or renumbered from time to time. Each Owner shall carry homeowner's insurance, with coverage for additions and alterations, loss assessment protection and shall provide a copy of the insurance policy to the Association no later than January 31st of each year. In addition, each Owner should review the coverage of the Association to determine any additional insurance that may be advisable for him or her to purchase.

13.4 **Annual Determination.** The Board shall determine, not less often than annually, the insurance coverage and amounts provided for in this Article 11. Policies may contain reasonable deductible provisions as determined by the Board from time to time.

13.5 **Insurance Trustee; Shares of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners, and their Mortgagees, as their interests may appear, and all policies and endorsements thereto shall be held by the Association. All proceeds covering property losses shall be paid to an insurance trustee which shall be designated, from time to time, by the Board (the "Insurance Trustee") (if appointed). The Board of Directors shall have the option in its discretion to appoint an Insurance Trustee who if appointed shall be a bank or trust company in Florida with trust powers, with its principal place of business

in Florida or one or more of the Directors or officers of the Association. If the Association fails or elects not to appoint an Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by the Declaration. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Owners in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

- (a) Common Elements. Proceeds on account of damage to Common Elements: an undivided share for each Owner, such share being the same as the undivided share in the Common Element appurtenant to his Unit.
- (b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
 - (1) When the Condominium Building(s) is to be restored, for the Owners so damaged in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association. In the event of a reasonable dispute or reasonable act of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.
 - (2) When the Condominium Building is not to be restored, an undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

13.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

- (a) Expenses of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefore, as a Common Expense.
- (b) Advancements. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest it required.
- (c) Construction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of repairing the damage. Any proceeds remaining after defraying such costs shall be distributed to the Owners and their Mortgagees, jointly, in the amount of their respective undivided shares.
- (d) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Owners and their Mortgagees, jointly, in their respective undivided shares.

(e) Certificate. In making distributions to Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Owners and their Mortgagees and their respective shares of the distribution

13.7 Association as Agent. The Association is hereby irrevocably appointed agent and Attorney in Fact for each Owner and for each holder of a mortgage or other lien upon a Unit, and for each owner of any other interests in the Condominium Property, with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 Mortgagees. No mortgagees shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any Insurance proceeds, except for actual distributions thereof made to the Owner and the mortgagee pursuant to this Declaration. The requirement of joint remittance to Owners and the mortgagees, whether in this Article 13 or elsewhere in the Declaration, is a covenant for the benefit of any mortgagee of a Unit, and may be enforced by such mortgagee.

14. Reconstruction or Repair After Fire or Other Casualty.

14.1 Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Condominium Building:

(1) Lesser Damage. If the damaged improvement is the Condominium Building, and if Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired unless, within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is the Condominium Building, and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be untenable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within sixty (60) days after the casualty, the majority of Owners of the Common Elements agree in writing to such reconstruction or repair.

- (c) Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

14.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property or, if not, then in accordance with plans and specifications approved by the Board of Directors and, if the damaged property is the Condominium Building, by the Owners of not less than seventy-five percent (75%) of the Common Elements, including the Owners of all damaged Units, whose approval shall not be unreasonably withheld. If reconstruction in accordance with the original plans and specifications cannot be effected because of governmental regulations intervening between the time of original construction and the time of reconstruction, then the Board shall have the authority to make such modifications to the construction plans as maybe necessary to comply with such changes and regulations, as determined by the Board only, without necessity of Owner approval; provided, however, that if such governmental restrictions will prevent the reconstruction of all Units in the Condominium, then the Condominium shall be terminated.

14.3 Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Owner(s), then the Owner(s) shall be responsible for reconstruction and repair of casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

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

14.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs.

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

(a) Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$50,000.00, the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repairs.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the

following manner and order:

- (1) Association-Under Threshold Amount. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the Threshold Amount (hereinafter defined), then the construction fund shall be disbursed in payment of such costs upon the order of the Association.
- (2) Association-Threshold Amount or Over. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is the Threshold Amount, or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (3) Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an Owner shall be paid by the Insurance Trustee to the Owner.
- (4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be disbursed to the beneficial owners of the fund in the manner elsewhere stated; provided, however, to the extent a distribution to an Owner is not in excess of Assessments paid by such Owner into the construction fund, such distribution shall not be made payable jointly to any mortgagee.
- (5) Threshold Amount. "Threshold Amount" means, for the purposes of this Article, \$100,000.00 as increased by three (3%) percent on January 1 of each year, beginning January 1, 2024. The 3% increase each year shall be calculated with reference to the Threshold Amount for the immediately preceding year.
- (6) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the Assessments paid by Owners; instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid.

14.7 Failure to Reconstruct. In the event of "major damage, as defined in Section 14.1 (b) (2)," to or destruction of all or a substantial part of the Condominium Property and if the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

15. Condemnation.

15.1 Deposit of Awards. The taking of portions of the Condominium or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association or Insurance Trustee is appointed; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a 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 the sums hereafter made payable to that Owner.

15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessment shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty, or as elsewhere herein specifically provided.

15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the unit.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, 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 such mortgagees.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), 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 made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amount sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be affected by restating the shares of continuing Unit Owners to be one over the total number of remaining units.
- (d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent

jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of taking.

15.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

16. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided. In no event shall occupancy of a Unit (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection 16.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services subject to the Code of Ordinances of the City of Dunedin, Florida.

16.2 Children. Children shall be permitted to reside in Units but shall be subject to age restrictions imposed as to recreation facilities, as provided in the rules and regulations of the Condominium Association.

16.3 Pets. Each Unit may house two (2) household pets in the Unit, to be limited to dogs or cats weighing not more than thirty-five (35) pounds each at maturity (or other household pet defined as such and specifically permitted by the Association), provided no animal is kept, bred or maintained for any commercial purpose, does not become a nuisance or annoyance to neighbors, is properly licensed and vaccinated per local and state ordinances, and is properly registered as required by the Association. This Section shall not prohibit the keeping of fish or household-type bird(s) in a Unit provided that such birds(s) do not become a nuisance or annoyance to neighbors. No reptiles, exotic animals or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners are required to pick up and properly dispose of all solid wastes of their pets.

When outside the Unit, all pets, including cats, must be under the owner's control and must be kept on a leash no more than six (6) feet in length and shall be walked only within areas, if any, designated for such purposes by the Association. No aggressive, destructive or nuisance behavior will be tolerated. Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property.

Notwithstanding the foregoing, the first purchaser from the Developer shall be allowed to house one (1) dog whose weight exceeds the weight limit stated herein, provided such animal is owned at the time of taking title to his/her Unit and provided further that upon the death or loss of such animal, it shall not be replaced by an animal with a weight in excess of the amount stated in the first sentence of this Section 16.3. Further, the Developer may waive the restrictions on the number or size of dogs or cats for the first purchaser from the Developer, provided such waiver shall not apply to any replacement animals without the prior approval of the Board of Directors.

16.4 Alterations. Without limiting the generality of Section 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in section 9.1 hereof).

If the Building was constructed using a post tension wiring system the following will apply: No Unit Owner, tenant, guest, invitee, contractor or otherwise shall cause the penetration of any floor or ceiling post tension concrete slabs. Any penetration of the concrete slab floor or ceiling may break or weaken the post tension wiring system the result of which may be structural damage to the Building and serious bodily injury including death to any persons in the vicinity of the disturbed wiring, even persons in adjacent Units through which the post tension wiring passes. The cost of repair of any damage to the post tension wiring system shall be borne by the Unit Owner causing such damage.

16.5 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the intention of the Developer that the stairwells of the Condominium are intended for ingress and egress in the event of emergency only, and as such are constructed and left unfinished solely as to be functional for said purpose, without regard to aesthetic appearance of said stairwells.

16.6 Nuisances. No nuisances shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

16.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations

of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 16.7. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.

16.8 Exterior Improvements; Landscaping. Without limiting the generality of sections 9.1 or 16.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association. Notwithstanding the provisions of this Declaration, the Board of Directors of the Association may, without any requirement for approval of the Unit Owners, install upon or within the common elements or Association Property solar collectors, clotheslines, or other energy-efficient devices based on renewable resources for the benefit of all of the Unit Owners.

16.9 Handicapped Parking; Commercial/Recreational Vehicles and Trailers. Parking spaces, if any, designated as "handicapped parking" are first reserved for the use of handicapped residents and or handicapped guests. Except as permitted below, no trucks over three (3) tons, other commercial vehicles, campers, mobile homes, recreational vehicles or boat or other trailers shall be kept on the Condominium Property. For purposes of the foregoing, "commercial vehicles" shall mean those not designed or used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether same is a commercial vehicle. The foregoing shall not prohibit, however (i) the parking of otherwise prohibited vehicles on the Condominium Property in the course of providing services to the Condominium Property, the occupants thereof or the Association or (ii) vans with windows which contain seating for at least four (4) persons, provided that such vans and trucks shall not bear commercial-type lettering or graphics. All vehicles kept on the Condominium Property shall be operational, registered and in good condition. In the event of doubt or dispute as to whether a vehicle is prohibited by this Section, the good-faith determination of the Board of Directors shall be binding and conclusive.

16.10 Basketball Hoops. No basketball hoops or basketball backboards shall be allowed in any common element or common area or attached the Building.

16.11 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 16 for good cause shown.

16.12 Changes in Permitted Uses. No amendments to this Section 16, any other provision of this Declaration governing the use of Units, the Common Elements, the Easement Areas or to any Rules and Regulations of the Association shall operate to prohibit the keeping of a pet, the parking of a vehicle or leasing or occupancy of a Unit where such vehicle, parking, leasing or occupancy was (i) permitted prior to the effectiveness of the amendment, (ii) being conducted in reliance on such permissibility and (iii) is continuing with the same pet, vehicle, lessee or occupant

as existed prior to the effectiveness of the amendment. Likewise, no improvement made to or about any Unit (e.g., the installation of hurricane shutters) which was permitted at the time of its making shall be required to be removed by virtue of a change in the permissibility of such types of improvements.

16.13 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permanence paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed whether or not occupying the Unit, shall (i) periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F or lower, (ii) not leave any windows or exterior doors open during period in which Unit is not occupied, (iii) keep all drains clear of stoppage and clogs, and (iv) periodically check, drain and clean drip trays in appliances and mechanical systems. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds and mycotoxins. The Developer does not make any representations or warranties regarding the existence of development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existed and/or development of same. In furtherance of the rights of the Association as set forth in Section 10.1(a) of the Declaration, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed Charges).

16.14 Satellite Dishes. Satellite dishes may be installed only in the areas designated by the Developer or the Association.

16.15 Smoking. There shall be no smoking on the common elements or condominium property to the extent necessary to ensure compliance with the Florida Clean Air Indoor Act. In addition, occupants of any unit who elect to smoke shall take measures to ensure that smoke from the unit does not traverse into adjacent and adjoining units. The Board of Directors shall be empowered to adopt Rules and Regulations regarding smoking to ensure compliance with this Section.

16.16 Exterior Improvements; Landscaping. Except as authorized by paragraph 11 of the Rules and Regulations attached to the ByLaws, and without limiting the generality of sections 9.1 or 16.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association.

16.17 Recreation Tract. Neither Recreation Tract nor any interest therein, nor any facilities constructed thereon will be submitted to condominium ownership. There may be constructed upon the Recreation Tract, a swimming pool.

17. Selling, Leasing and Mortgaging of Units. Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 17.

17.1 Sales. No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. The Association may charge a fee not to exceed \$100.00 for the processing of any such request.

17.2 Leases/Rentals. No portions of a Unit other than an entire Unit, may be rented. All leases, rentals or occupancy agreements shall be in writing, and shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease or occupancy upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws, applicable rules and regulations and Exhibits thereto or other applicable provisions of any agreement, document or instrument governing the Condominium. Except as otherwise expressly provided herein, only entire Units may be leased or rented, and no Unit Owner may lease or rent or permit the lease or rental of less than the entire Unit at any one time. No individual rooms of units may be rented. Regardless of whether or not expressed in any lease, or occupancy agreement the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) or occupants which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. This Section shall also apply to subleases and assignments and renewals of leases, but the Developer shall be exempt from this Section. No Unit may be rented for a period of less than allowed by applicable governmental laws and ordinances.

17.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

17.4 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 17.

17.5 Parking Spaces. No parking space shall be assigned to a person or entity who/which is not also an Owner of a Unit. Parking spaces shall become, upon assignment a Limited Common Element, appurtenant to the Unit to which it is assigned. Certain additional parking spaces may also be assigned by the Developer for additional consideration, based on its determination of marketing factors to Owners of Units, and upon assignment will be Limited Common Elements freely transferable among Unit Owners. Further, no parking space shall be assigned or leased to a person

or entity who/which is not a tenant or Owner of a Unit. Parking spaces shall transfer with the sale of a Unit.

18. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

18.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages.

18.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees and bankruptcy attorney's fees). In addition, all Unit Owners waive the right to seek a trial by jury in any action against Association.

18.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

19. Termination of the Condominium- the Condominium may be terminated in the following manner:

19.1 Termination Because of Economic Waste or Impossibility. The condominium form of ownership may be terminated by a plan of termination approved by a majority of the voting interests of Unit Owners at a meeting duly called for such purpose when:

- (a) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws and regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repairs; or
- (b) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

19.2 Termination upon Casualty. If the Condominium suffers "Major Damage" as defined in Section 14.1(b) (2) above, then the Condominium will be terminated unless within 60 days after the casualty, Owners representing a majority of the total voting interests of the Condominium agree in writing that the Condominium will be repaired and not terminated.

19.3 Optional Termination. Except as provided in Sections 19.1 and 19.2 above, the Condominium may be terminated at any time pursuant to a plan of termination approved in accordance with the requirements of Florida Statutes 718.117(3) as the same exists on the date hereof.

19.4 Plan of Termination/Ownership Interest upon Termination. A plan of termination adopted pursuant to this Section 19 of the Declaration shall comply with the requirements of the Act as it exists on the date hereof. Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Unit Owners in the same undivided shares as each Owner had in the Common Elements pursuant to the provisions of this Declaration and the allocation of proceeds of the sale of the Condominium Property shall be apportioned between the Unit Owners based on the same undivided shares each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. Any lien shall be transferred to the undivided share in the Condominium Property attributable to the Condominium Unit originally encumbered by the lien in its same priority.

19.5 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former Owners and their successors and assigns shall continue to be members of the Association, and the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section. When the affairs of the Association have been fully wound up, the Association shall be dissolved in accordance with the law.

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

19.7 Provisions Survive Termination. The provisions of this Section 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, and shall have the power to levy Assessments to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, as well as post-termination costs of maintaining the former Condominium Property and winding up the affairs of the Association, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

20. Additional Rights of Mortgagees and Others.

20.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of an alleged

default in any obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

20.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

20.3 The approval of a majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially alters, or effects the rights or interests of the mortgagees.

21. Disclaimer of Warranties. Except only for those warranties provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing an equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Section 718.203, Florida Statutes, and then only the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit, and the Condominium. The Unit Owner has not received nor relied on warranties and/or representations from Developer of any kind, other than expressly provided herein.

All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof.

Further, given the climate and humid conditions in Florida, molds, mildews, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer from any and liability resulting from same, including, without limiting, and liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, loss of time, lost wages, lost opportunities and/or

personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Lastly, each Owner, by acceptance of a deed or other conveyance of a unit, understands and agrees that there are various methods for calculating the square footage of a Unit and that depending on a method of calculation, the quoted square footage of the Unit may vary. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a unit, its dimensions and ceiling heights may also be affected.

22. Construction Claims. In the event that there are any warranty, negligence or other claims against the Developer or any party having a right of contribution from, or being jointly and severally liable with, the Developer (the "Claims") relating to the design, construction, furnishing or equipping of the Condominium Property, same shall be instituted only upon compliance with Chapter 558, Florida Statutes, 2020.
23. Southwest Florida Water Management District and/or Pinellas County, Florida Requirements. If there are surface water management systems facilities regulated by the Southwest Florida Water Management District or Pinellas County, Florida, the following shall apply:
 - a) No construction activities may be conducted relative to any portion of surface water management system facilities. Prohibited activities include but are not limited to: digging or excavation; depositing fill debris or any other material or item; constructing or altering any water control structure; or any other construction to modify surface water management system facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District or Pinellas County, Florida as may be applicable in the Environmental Resource Permit may be conducted without specific written approval from the District or Pinellas County, Florida, as applicable. "Surface Water Management Facilities" shall mean the surface water management system facilities including but not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds.
 - b) The Surface Water Management System Facilities are located on land that is designated common property of the plat, are located on land that is owned by the Association or are located on land that is subject to an easement in favor of the Association and its successors.
 - c) The Association is responsible for the operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit (or a document titled Stormwater

Operation and Maintenance or equivalent) issued in conjunction with the development of the project.

- d) Any amendment of this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District or the Pinellas County, Florida, as applicable.
- e) If the Association ceases to exist, all of the Unit Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit or Pinellas County, Florida, as applicable, unless and until an alternate entity assumes responsibility as explained in subsection 12.3.3 of the Environmental Resource Permit Applicant's Handbook Volume I, effective October 1, 2013 as amended or as required by Pinellas County, Florida.
- f) All the lot owners, parcel owners or Unit Owners must be members of the Association.
- g) The District or Pinellas County, Florida, as applicable, has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with Surface Water Management System Facilities per any applicable Environmental Resource Permit or the Code of Ordinances of Pinellas County, Florida.
- h) The foregoing restrictions regarding Surface Water Management System shall be in effect for at least 25 years with automatic renewal periods thereafter.

24. Additional Provisions

24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws or the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed, postage prepaid, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur. Additionally, any member of the Association shall have the right to inform the Association that the member desires to receive all notices in electronic distribution format. Any electronic distribution of notices of amendments shall comply with the electronic notice of meeting procedure set forth in the Association's Bylaws.

24.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation

shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

24.3 Mortgagees. Anything herein to the contrary notwithstanding the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

24.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

24.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

24.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute of litigation shall be governed by the laws of the State of Florida.

24.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

24.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

24.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations, are fair and reasonable in all material respects.

24.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium Property as such plan may be hereafter amended, and each such Owner further

appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

24.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders.

24.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular documents or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 24th day April, 2024.

Signed in the presence of:

Buell Properties, LLC., an Indiana limited liability company

By: Jeffrey D. Buell
Jeffrey D. Buell, Manager

[Signature]
Witness #1
KENNETH G. ARSENAULT, JR.

Print Name #1

[Signature]
Witness #2
Amanda Arsenault Jr.
Print Name #2

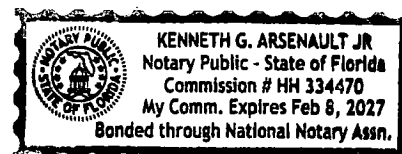
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 24th day of April, 2024, by Jeffrey D. Buell as Manager of Buell Properties LLC., an Indiana limited liability company, on behalf of the company. He is personally known to me.

[Signature]
Notary Public
My Commission Expires:

TABLE OF EXHIBITS:

Exhibit "1" Legal Description and Plot Plans
Exhibit "2" Articles of Incorporation
Exhibit "3" Bylaws of Association
Exhibit "4" Association Property



State of Florida LB No. 8168 WCWPL54815@HOTMAIL.COM
225 1ST AVE N, SUITE 2610, ST. PETERSBURG, FL 33701 813-817-1115

THE CONDOMINIUMS AT MARKER 1
A CONDOMINIUM
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

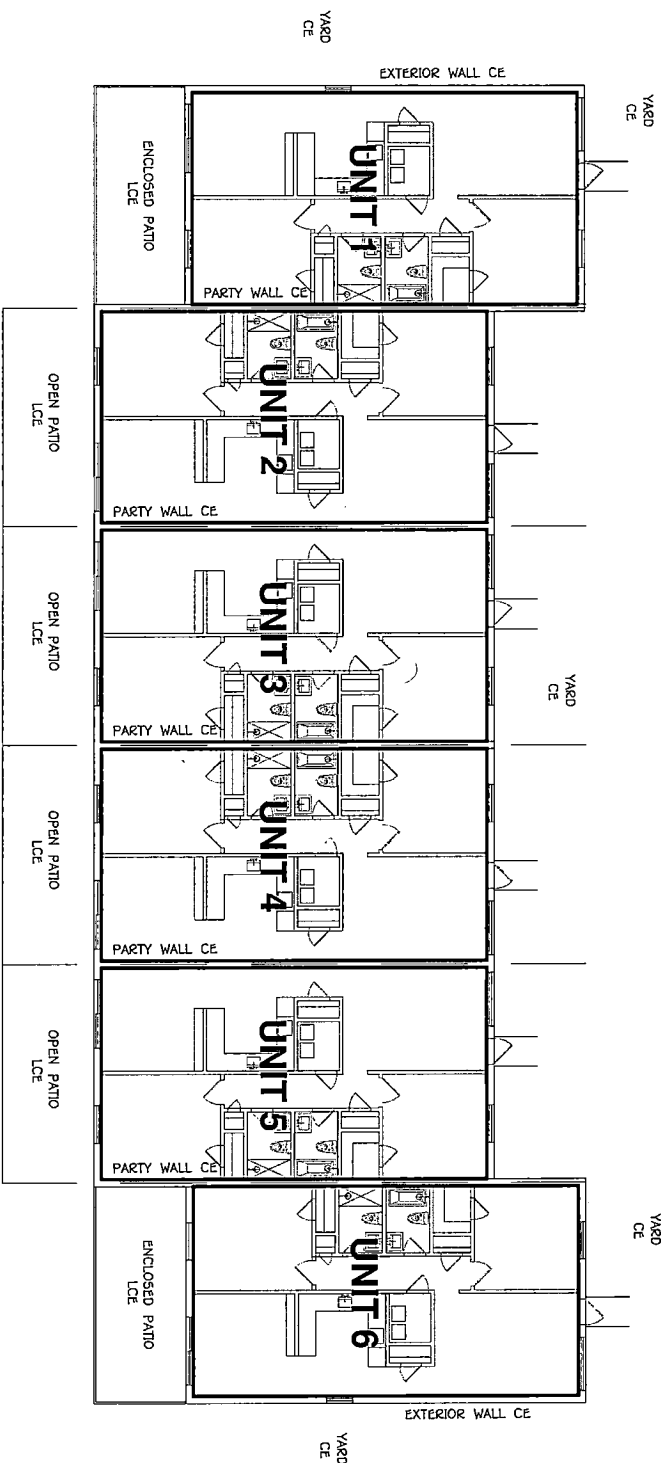
A PARCEL OF LAND BEING A PORTION OF LOTS 3 AND 4, BLOCK "L," DUNE DIN CAUSEWAY CENTER AS RECORDED IN PLAT BOOK 59, PAGES 20, 21, AND 22, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 4, THENCE RUN NORTH 88 DEGREES 58 MINUTES 39 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 4, 33.88 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 21 SECONDS EAST, FOR 47.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 01 MINUTES 21 SECONDS EAST, FOR 88.14 FEET; THENCE NORTH 15 DEGREES 27 MINUTES 02 SECONDS EAST, FOR 56.79 FEET TO THE SOUTH RIGHT OF WAY LINE OF GARY CIRCLE (A 60' PLATTED RIGHT OF WAY); THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF GARY CIRCLE FOR THE FOLLOWING 2 COURSES, 1) SOUTH 88 DEGREES 58 MINUTES 39 SECONDS EAST, FOR 19.80 FEET TO A POINT OF CURVATURE, 2) NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 140.00 FEET, AN ARC LENGTH OF 65.60 FEET, A CENTRAL ANGLE OF 26 DEGREES 50 MINUTES 51 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 36 MINUTES 24 SECONDS EAST, 65.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF GARY CIRCLE, SOUTH 35 DEGREES 25 MINUTES 16 SECONDS EAST, FOR 97.69 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 21 SECONDS WEST, FOR 79.88 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 30 SECONDS WEST, FOR 160.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.4930 ACRES MORE OR LESS.

THE CONDOMINIUMS AT MARKER 1

A CONDOMINIUM
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LIMITS OF UNITS:

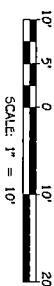
UNITED COMMON ELEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO:
PARKING SPACES AND PATIOS.

1. CONDOMINIUM UNIT BOUNDARIES, EACH CONDOMINIUM UNIT SHALL INCLUDE THAT PART OF THE BUILDING WITHIN IT IS LOCATED WITH THE BOUNDARIES THEREOF BEING AS SET FORTH HEREIN BELOW.
2. A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE CEILINGS OF EACH UNIT. THE ENTIRE THICKNESS OF DRYWALL INSTALLED WITHIN UNITS SHALL BE DEEMED INSIDE THE BOUNDARIES.
3. B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
4. C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO ANY INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
5. D) THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNINCORPORATED AND/OR UNFINISHED INNER SURFACES OF THE WALLS BOUNDING THE UNIT SHALL BE DEEMED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS AND WINDOWS WITHIN A UNIT SHALL BE DEEMED INTERIOR TO THE BOUNDARIES.

OVERALL BUILDING FLOOR PLAN

SCALE: 1" = 10'

- LEGEND:**
- BA BATHROOM
 - BR BEDROOM
 - CE COMMON ELEMENT
 - CL CLOSET
 - CL CLOSET
 - SF SQUARE FEET
 - UNIT BOUNDARY

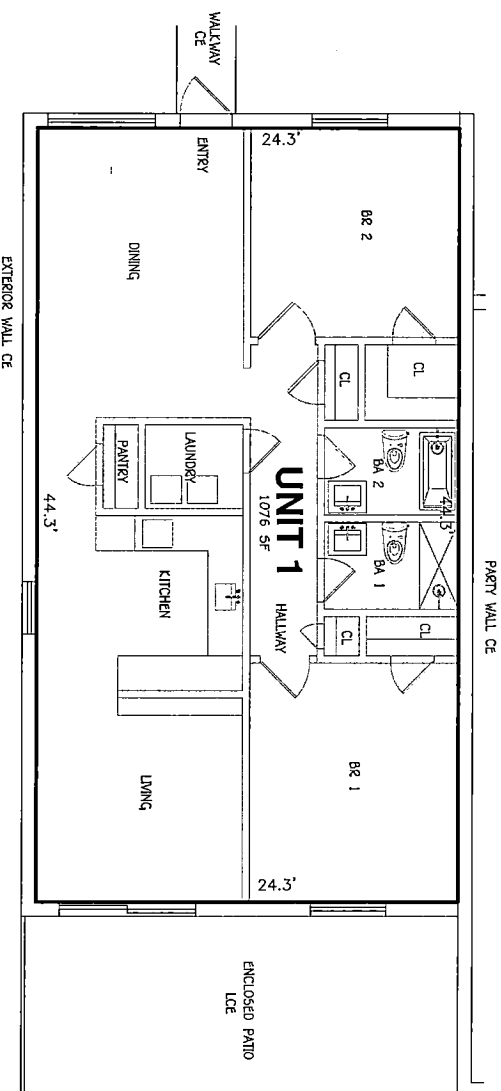


TERRAMETRIX, LLC
SURVEYING - PLANNING - GEOMATICS

5353 GULF BOULEVARD, SUITE 200, ST. PETERSBURG, FL 33706-2272-289-2113

SHEET 3 OF 9

THE CONDOMINIUMS AT MARKER 1
A CONDOMINIUM
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LIMITS OF UNITS:

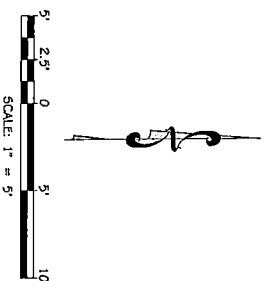
1. UNITED COMMON ELEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO: PARKING SPACES AND PATIOS.
2. COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO: EXTERIOR WALLS, PARTY WALLS, THE LAND, LIGHTING FIXTURES TO ILLUMINATE THE COMMON ELEMENTS, AND UNASSIGNED PARKING.
3. CONDOMINIUM UNIT BOUNDARIES: EACH CONDOMINIUM UNIT SHALL INCLUDE THAT PART OF THE BUILDING WITHIN IT IS LOCATED WITH THE BOUNDARIES THEREOF BEING AS SET FORTH HEREIN BELOW.
- A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE CEILINGS OF EACH UNIT. THE ENTIRE THICKNESS OF DRYWALL INSTALLED WITHIN UNITS SHALL BE DEEMED INSIDE THE BOUNDARIES.
- B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR. INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
- C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
- D) THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNINCORPORATED AND/OR UNFINISHED INNER SURFACES OF THE WALLS BOUNDING THE UNIT. THE ENTIRE THICKNESS OF DRYWALL INSTALLED WITHIN THE UNIT SHALL BE DEEMED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS AND WINDOWS WITHIN A UNIT SHALL BE DEEMED INTERIOR TO THE BOUNDARIES.

UNIT 1 FLOOR PLAN

SCALE: 1"=10'

LEGEND:

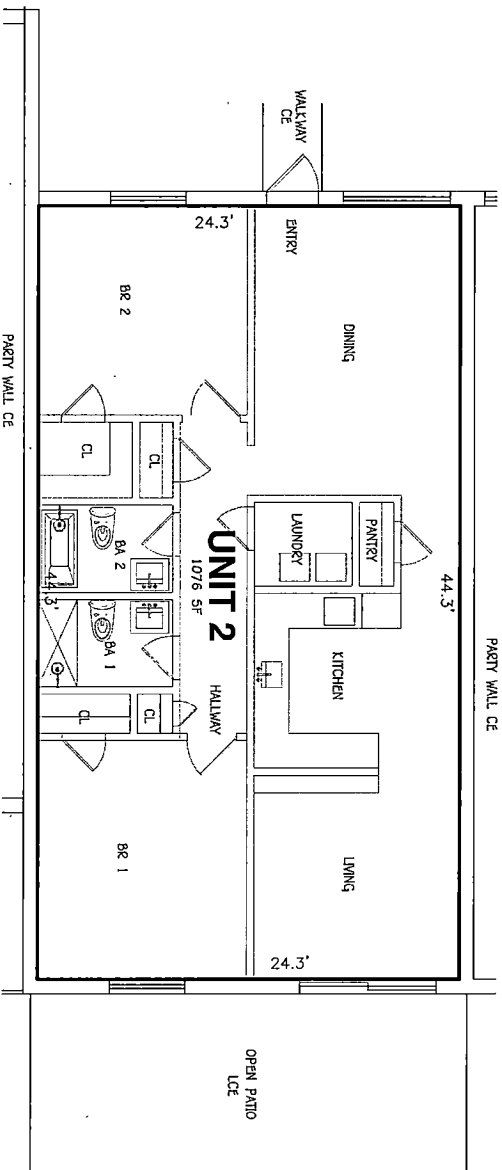
- BA BATHROOM
- CL CLOSET
- CE COMMON ELEMENT
- LCE UNITED COMMON ELEMENT
- CL CLOSET
- ST STAIRS
- UNIT BOUNDARY



SHEET 4 OF 9

TERRAMETRIX, LLC
SURVEYING - PLANNING - GEOMATICS
State of Florida LB No. 3168 - WCMH54815@HOTMAIL.COM
5333 GULF BOULEVARD, SUITE 200A ST. PETERSBURG, FL 33706 727-269-2113

THE CONDOMINIUMS AT MARKER 1
A CONDOMINIUM
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LIMITS OF UNITS:

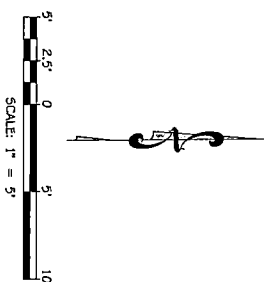
1. UNITED COMMON ELEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO:
PARKING SPACES AND PATIOS.
2. COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO: EXTERIOR WALLS, PARTY WALLS, THE
LAND, LIGHTING FIXTURES TO ILLUMINATE THE COMMON ELEMENTS, AND UNASSIGNED PARKING.
3. CONDOMINIUM UNIT BOUNDARIES, EACH CONDOMINIUM UNIT SHALL INCLUDE THAT PART OF THE
BUILDING WITHIN IT IS LOCATED WITH THE BOUNDARIES THEREOF BEING AS SET FORTH HEREIN
BELOW:
 - A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE
CEILINGS OF EACH UNIT. THE ENTIRE THICKNESS OF DRYWALL INSTALLED WITHIN UNITS
SHALL BE DEEMED INSIDE THE BOUNDARIES.
 - B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
INTERSECTION WITH THE PERIPHERICAL BOUNDARIES.
 - C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO AN
INTERSECTION WITH THE PERIPHERICAL BOUNDARIES.
 - D) THE PERIPHERICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE
UNDECORATED AND/OR UNFINISHED INNER SURFACES OF THE WALLS BOUNDING THE UNIT
SHALL BE DEEMED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF DRYWALL INSTALLED WITHIN UNITS
AND WINDOWS WITHIN A UNIT SHALL BE DEEMED INTERIOR TO THE BOUNDARIES.

UNIT 2 FLOOR PLAN

SCALE: 1"=10'

LEGEND:

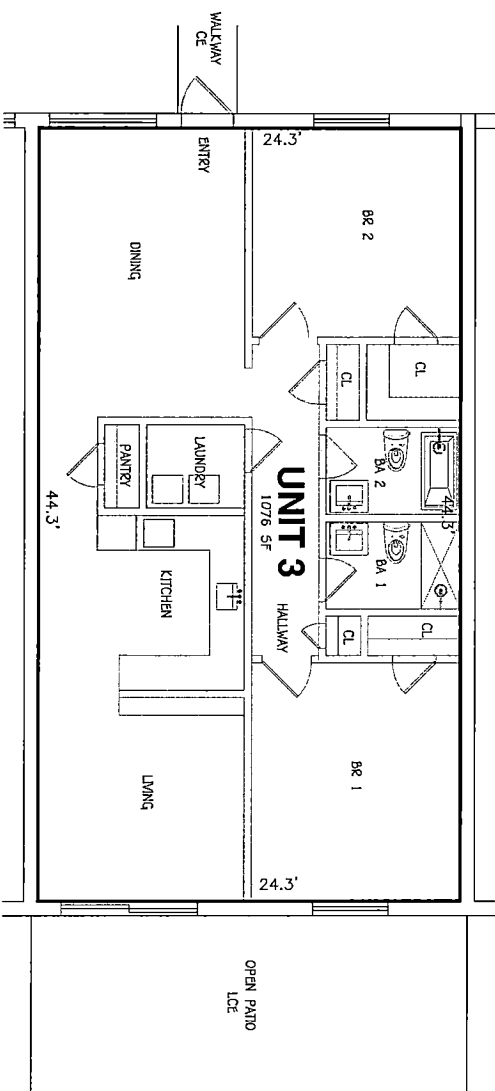
BR	BEDROOM
BA	BATHROOM
CE	COMMON ELEMENT
CL	UNITED COMMON ELEMENT
CL	COMMON ELEMENT
SF	SQUARE FEET
UNIT BOUNDARY	



TERRAMETRIX, LLC
SURVEYING, PLANNING, & GEOMATICS
11000 W. 11TH AVE., SUITE 100
PENSACOLA, FL 32506
5353 GULF BOULEVARD, SUITE 2044, ST. PETE BEACH, FL 33706 727-289-2113

SHEET 5 OF 9

THE CONDOMINIUMS AT MARKER 1
A CONDOMINIUM
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



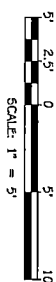
UNIT 3 FLOOR PLAN

SCALE: 1"=10'

LIMITS OF UNITS:

1. UNITED COMMON ELEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO:
PARKING SPACES AND PATIOS.
2. COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO: EXTERIOR WALLS, PARTY WALLS, THE
LAND, LIGHTING FIXTURES TO ILLUMINATE THE COMMON ELEMENTS, AND UNASSIGNED PARKING.
3. CONDOMINIUM UNIT BOUNDARIES, EACH CONDOMINIUM UNIT SHALL INCLUDE THAT PART OF THE
BUILDING WITHIN IT IS LOCATED WITH THE BOUNDARIES THEREOF BEING AS SET FORTH HEREIN
BELOW:
 - A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE
CEILING OF EACH UNIT. THE ENTIRE THICKNESS OF DRYWALL INSTALLED WITHIN UNITS
SHALL BE DEEMED INSIDE THE BOUNDARIES.
 - B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
 - C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO AN
INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
 - D) THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE
UNCOATED AND/OR UNFINISHED INNER SURFACES OF THE WALLS BOUNDING THE UNIT
SHALL BE DEEMED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS
AND WINDOWS WITHIN A UNIT SHALL BE DEEMED INTERIOR TO THE BOUNDARIES.

LEGEND:
BR 1 BEDROOM
BR 2 BEDROOM
CL COMMON ELEMENT
LCC UNITED COMMON ELEMENT
LCC SQUARE FEET
SF UNIT BOUNDARY

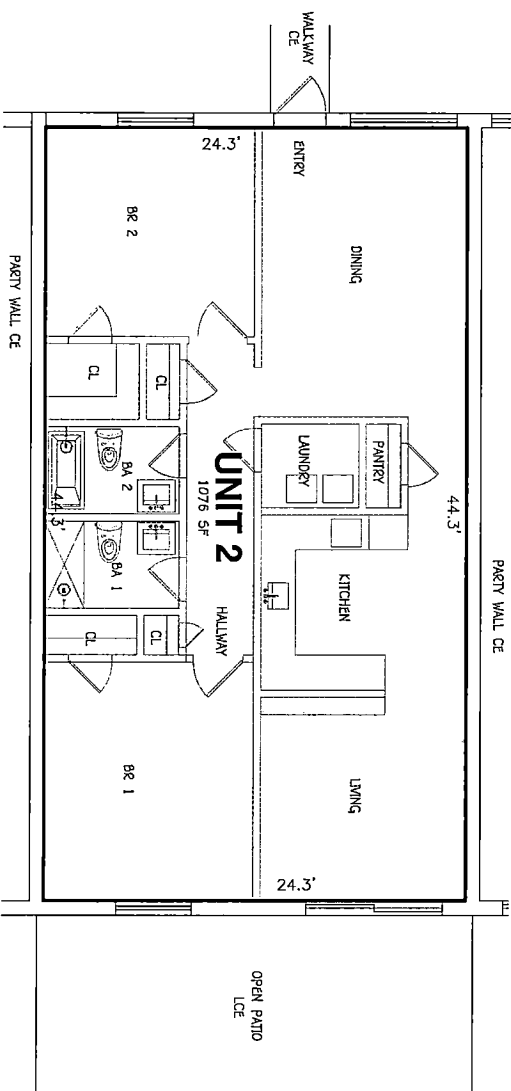


SHEET 6 OF 9

TERRAMETRIX, LLC
SURVEYING, PLANNING, GEOMATICS
5533 GULF BOULEVARD, SUITE 204A, ST. PETE BEACH, FL 33706 727-892-1113

THE CONDOMINIUMS AT MARKER 1

A CONDOMINIUM
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LIMITS OF UNITS:

1. UNITED COMMON ELEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO: PARKING SPACES AND PATIOS.
2. COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO: EXTERIOR WALLS, PARTY WALLS, THE LAND, LIGHTING FIXTURES TO ILLUMINATE THE COMMON ELEMENTS, AND UNASSIGNED PARKING.
3. CONDOMINIUM UNIT BOUNDARIES: EACH CONDOMINIUM UNIT SHALL INCLUDE THAT PART OF THE BUILDING WITHIN IT IS LOCATED WITH THE BOUNDARIES HEREOF BEING AS SET FORTH HEREIN BELOW.
4. THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE CEILING OF EACH UNIT. THE ENTIRE THICKNESS OF EXTERIOR WALLS INSTALLED WITHIN UNITS SHALL BE DEEMED INSIDE THE BOUNDARIES.
5. THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
6. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO AN INTERSECTION WITH THE PERIPHERICAL BOUNDARIES.
7. THE PERIPHERICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNINCORPORATED AND/OR UNFINISHED INNER SURFACES OF THE WALLS BOUNDING THE UNIT. THE ENTIRE THICKNESS OF EXTERIOR WALLS INSTALLED WITHIN UNITS SHALL BE DEEMED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS AND WINDOWS WITHIN A UNIT SHALL BE DEEMED INTERIOR TO THE BOUNDARIES.

UNIT 4 FLOOR PLAN

SCALE: 1"=10'

- LEGEND:**
- BA BATHROOM
 - CL CLOSET
 - CE COMMON ELEMENT
 - LCE LIMITED COMMON ELEMENT
 - UNIT BOUNDARY

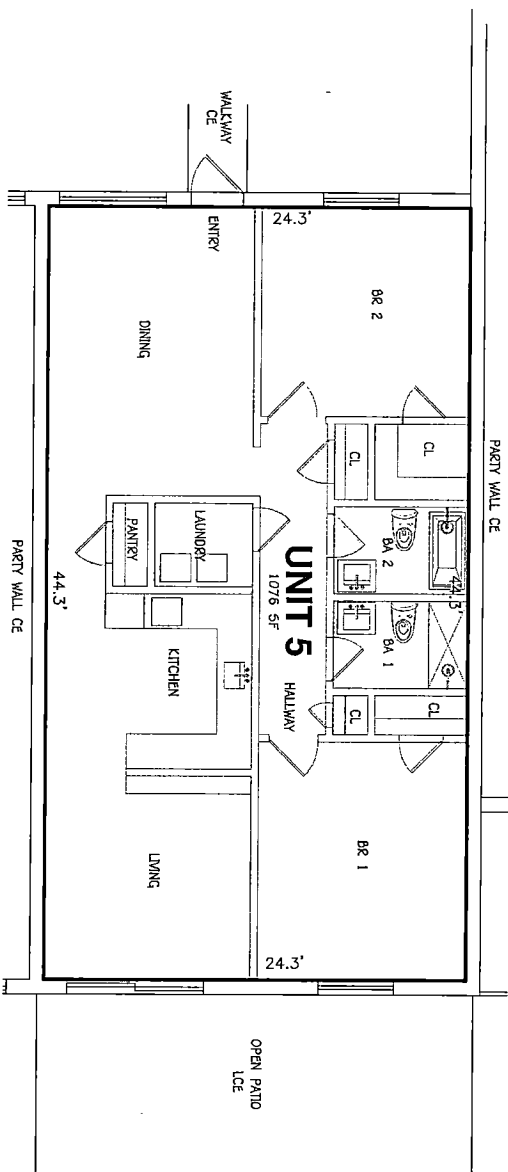


TERRAMETRIX, LLC
SURVEYING - PLANNING - GEOMATICS

State of Florida License No. 5168 WCVNLS4815@TERRAMETRIX.COM
5353 GULF BOULEVARD, SUITE 204A ST. PETERSBURG, FL 33706 727-289-2113

SHEET 7 OF 9

THE CONDOMINIUMS AT MARKER 1
A CONDOMINIUM
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



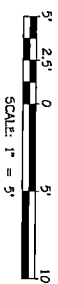
LIMITS OF UNITS:

1. UNITS COMMON ELEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO:
PARKING SPACES AND PATIOS.
2. COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO: EXTERIOR WALLS, PARTY WALLS, THE
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 - A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE
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SHALL BE DEEMED INSIDE THE BOUNDARIES.
 - B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
 - C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO AN
INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
 - D) THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE
UNDECORATED AND/OR UNFINISHED INNER SURFACES OF THE WALLS BOUNDING THE UNIT
SHALL BE DEEMED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS
AND WINDOWS WITHIN A UNIT SHALL BE DEEMED INTERIOR TO THE BOUNDARIES.

UNIT 5 FLOOR PLAN

SCALE: 1"=10'

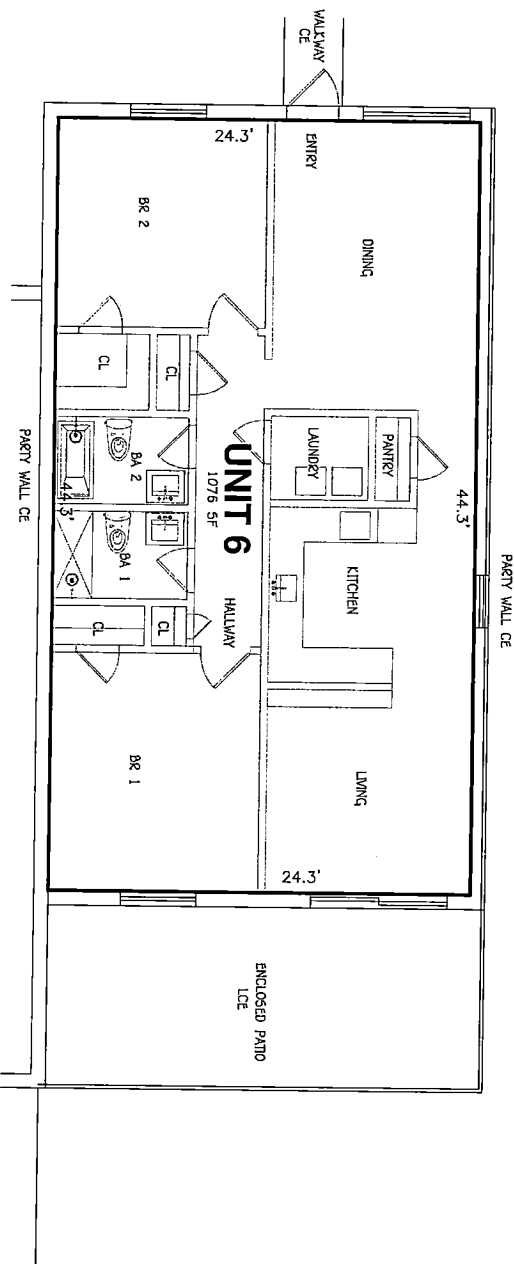
LEGEND:
BA BATHROOM
BR BEDROOM
CL CLOSET
LCE LINEN CLOSET
UNIT COMMON ELEMENT
UNIT BOUNDARY



SHEET 8 OF 9

TERRAMETRIX, LLC
SURVEYING - PLANNING - GEOMATICS
State of Florida License No. 8168 WCMPLS4815@HOTMAIL.COM
5533 GULF BOULEVARD, SUITE 204A ST. PETE BEACH, FL 33706 727-289-2113

THE CONDOMINIUMS AT MARKER 1
A CONDOMINIUM
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LIMITS OF UNITS:

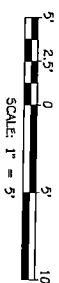
1. UNITED COMMON ELEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO:
PARKING SPACES AND PATIOS.
2. COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO: EXTERIOR WALLS, PARTY WALLS, THE LAND, LIGHTING FIXTURES TO ILLUMINATE THE COMMON ELEMENTS, AND UNASSIGNED PARKING.
3. CONDOMINIUM UNIT BOUNDARIES: EACH CONDOMINIUM UNIT SHALL INCLUDE THAT PART OF THE BUILDING WITHIN IT IS LOCATED WITH THE BOUNDARIES THEREOF BEING AS SET FORTH HEREIN BELOW:
 - A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE CEILINGS OF EACH UNIT. THE ENTIRE THICKNESS OF DRYWALL INSTALLED WITHIN UNITS SHALL BE DEEMED INSIDE THE BOUNDARIES.
 - B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR, INTERSECTION WITH THE PERIPHERICAL BOUNDARIES.
 - C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO ANY UNINCORPORATED AND/OR UNFINISHED INNER SURFACES OF THE WALLS BOUNDING THE UNIT SHALL BE DEEMED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS AND WINDOWS WITHIN A UNIT SHALL BE DEEMED INTERIOR TO THE BOUNDARIES.

UNIT 6 FLOOR PLAN

SCALE: 1" = 10'

LEGEND:

BA	BATHROOM
BR	BEDROOM
CL	CLOSET
LCE	UNIT COMMON ELEMENT
CL	CLOSET
SF	SQUARE FEET
---	UNIT BOUNDARY



TERRAMETRIX, LLC
SURVEYING - PLANNING - GEOMATICS
State of Florida License No. 8168, LICENSED SURVEYOR
5533 GULF BOULEVARD, SUITE 204A, ST. PETE BEACH, FL 33706 727-289-2113

SHEET 9 OF 9

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EXHIBIT "2"

**ARTICLES OF INCORPORATION FOR
THE CONDOMINIUMS AT MARKER 1 CONDOMINIUM
ASSOCIATION, INC.**

The undersigned incorporator, for the purposes of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1NAME

The name of the corporation shall be **THE CONDOMINIUMS AT MARKER 1 CONDOMINIUM ASSOCIATION, INC.**, and its principal office address shall be 2555 Gary Circle, Dunedin, FL 34698. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2PURPOSE

The purpose for which the Association is organized is to provided an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Pinellas County, Florida, and known as The Condominiums At Marker 1, a Condominium (the "Condominium").

ARTICLE 3DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Pinellas County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4POWERS

The Association shall have the following powers and shall be governed by the following:

(a) To exercise and have all of the common law and statutory powers and duties of a corporation not for profit organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles, the Bylaws of the Association and the Act.

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium of **THE CONDOMINIUMS AT MARKER 1, a Condominium**, hereinafter called the "Declaration", applicable to the property and recorded

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or to be recorded in the Public Records of Pinellas County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association or to collect adequate assessments against members of the Association for the costs of maintenance and operation of the storm water management system;

(d) To maintain, repair and operate the property of the Association;

(e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members as Owners;

(f) To reconstruct improvements after casualty and make further improvements upon the property;

(g) To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant thereto;

(h) To employ personnel to perform the services required for proper operation of the Association;

(i) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(j) To borrow money, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(k) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(l) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(m) To operate and maintain the stormwater management system, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;

(n) All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws;

(o) The Association shall make no distribution of income to its members, directors or officers, and

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upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute; and

(p) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.
- 5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning two (2) or more residential Units shall be entitled to one vote for each Unit owned.
- 5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The existence of the Association shall be perpetual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the storm water management system must be transferred to and accepted by an entity which complies with Rule 62-330.A10, F.A.C, and Applicants Handbook Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

ARTICLE 7

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Name	Address
Kenneth G. Arsenault, Jr., Esquire	19535 Gulf Blvd., Suite E Indian Shores, FL 33785

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ARTICLE 8OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Michelle R. Buell	2558 Gary Circle Dunedin, FL 34698
Vice President:	Jeff D. Buell	2558 Gary Circle Dunedin, FL 34698
Secretary-Treasurer:	Darci J. Ackerman	3815 Stonington Place Zionsville, IN 46077

ARTICLE 9DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) nor more than five (5) directors. Directors, other than designees of Developer, must be members of the Association.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members, may be elected to staggered terms, may be removed and vacancies on the Board filled in the manner provided by the By-Laws.
- 9.4 Term of Developer's Directors. Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 9.5 First Directors. The initial board shall consist of three (3) Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

Name:	Michelle R. Buell	Address:	2558 Gary Circle Dunedin, FL 34698
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Name: Jeff D. Buell

Address: 2558 Gary Circle
Dunedin, FL 34698

Name: Darci J. Ackerman

Address: 3815 Stonington Place
Zionsville, IN 46077**ARTICLE 10****INDEMNIFICATION**

- 10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, such or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.
- 10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 10.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.
- 10.4 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

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ARTICLE 11BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 618, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approvals must be:

- (a) by not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% of the entire Board of Directors; or
- (b) by not less than 100% of the entire Board of Directors.

1. A director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken or to create a quorum.

2. A Unit Owner may use a limited proxy for votes taken to amend the Articles of Incorporation or bylaws pursuant to section 718.112(2)(b)(2).

12.3 Limitation. No amendment shall make any changes in the qualifications for membership, or in the voting rights or property rights of members, nor any changes in Article 4, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Developer, or an affiliate of Developer, unless Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

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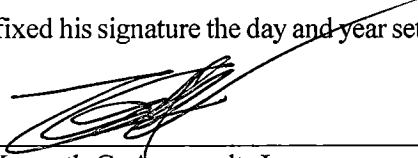
- 12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.

ARTICLE 13

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

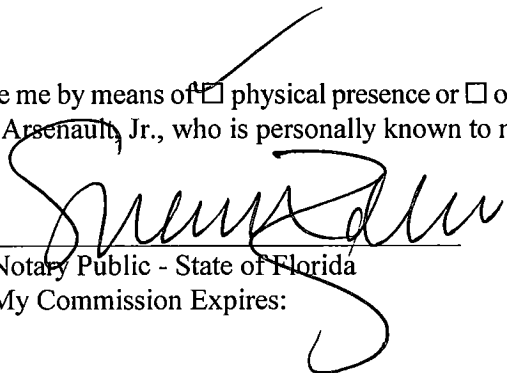
The initial registered office of this corporation shall be at 19535 Gulf Blvd., Suite E, Indian Shores, FL 33785 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Kenneth G. Arsenault, Jr.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.


Kenneth G. Arsenault, Jr.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 23rd day of April, 2024 by Kenneth G. Arsenault, Jr., who is personally known to me.


Notary Public - State of Florida
My Commission Expires:



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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted:

First - that desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Pinellas, State of Florida, the corporation named in the said articles has named Kenneth G. Arsenault, Jr. located at 19535 Gulf Blvd., Suite E, Indian Shores, FL 33785, as its statutory agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



REGISTERED AGENT – Kenneth G. Arsenault, Jr.
Dated this 23rd day of April, 2024.

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EXHIBIT "3"BY-LAWS OFTHE CONDOMINIUMS AT MARKER 1 CONDOMINIUM ASSOCIATION, INC.

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

1. Identity. These are the By-Laws of THE CONDOMINIUMS AT MARKER 1 CONDOMINIUM ASSOCIATION, INC., (the "Association"), a not for profit corporation under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Pinellas County, Florida, and known as THE CONDOMINIUMS AT MARKER 1 CONDOMINIUM ASSOCIATION, INC. A CONDOMINIUM (the "Condominium").

1.1 Principal Office. The initial principal office of the Association shall be at 2555 Gary Circle, Dunedin, FL 34698 or at such other place as may be subsequently designated by the Board of Directors. Notwithstanding the foregoing, all books and records of the Association shall be kept on the Condominium property.

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

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, the meeting shall be held within 45 miles of the condominium property provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration is filed.

- 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.
- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place, the purpose(s) for which the meeting is called, and an identification of agenda items shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be mailed, hand delivered or electronically transmitted to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. Notice for the election of Directors shall be given in accordance with 718.112(2)(d)4. Proof of posting and mailing of the notice shall be given by Affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative'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.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this section and Section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association.

- 3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast 35% of the total voting interests. No voting interest or consent right allocated to a unit owned by the association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.
- 3.5 Voting.
- (a) Number of Votes. In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
 - (b) Majority Vote. The acts approved by a majority of the votes present in person

or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members present at a meeting at which a quorum is attained.

- (c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. If required by Chapter 718, Florida Statutes, limited proxies shall be used for (1) votes taken to waive or reduce reserves; (2) for votes taken to waive financial statement requirements as provided by 718.111 (13); (3) for votes taken to amend the Declaration pursuant to 718.110. (4) for votes taken to amend the Articles or By-Laws pursuant to 718.112; and for any other matter for which Chapter 718, Florida Statutes requires or permits a vote of Unit Owners. General proxies may be

used for other matters for which limited proxies are not required. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

- 3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Collection of election Ballots;
 - (b) Call to order by President;
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Appointment of inspectors of election;
 - (h) Election of Directors;
 - (i) Unfinished business;
 - (j) New Business;
 - (k) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners and records of the

Association shall be kept available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time, in accordance with the requirements of Florida Statute Section 718.111(12)(b). The Association may offer the option of making the records available to a Unit Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association shall retain these minutes for a period of not less than seven years and they shall be made available to Unit Owners within 45 miles of the location of the Condominium.

- 3.10 Action without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorized or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of Developer, must be unit Owners. A person who has been convicted of any felony by any court of record in the United States and who has not had the right to vote restored pursuant to the law of the jurisdiction of residence is not eligible for board membership. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares and Mobile Homes under Chapter 718, Florida Statutes or who is delinquent in the payment of any assessment due to the Association is not eligible to be a candidate for board membership and may not be listed on the ballot. For purposes of this paragraph, a person is delinquent if a payment is not made by the due date as specifically identified in the Declaration, bylaws or articles of incorporation. If a due date is not specifically identified in the Declaration, Bylaws or articles, the due date is the first day of the assessment period. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony.
- 4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary. There shall be no quorum requirement, however, at least twenty percent (20%) of the eligible voters must cast a ballot for an election to be valid.
- (b) The election shall be by secret written ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. No Unit Owner shall permit any other person to vote his ballot and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in section 101.051, Florida Statutes, may obtain assistance in casting the ballot. No proxy shall be used in the election of the Board.
- (c) Within 90 days after being elected or appointed to the board, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. In lieu of this written certification, the newly elected or appointed director may submit a certificate of satisfactory completion of the educational curriculum administered by a division-approved condominium education provider. A director who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this sub- subparagraph. The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the association to retain a director's written certification or educational certificate for inspection by the members for 5 years after a director's election. Failure to have such written certification or educational certificate on file does not affect the validity of any action.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors or the sole remaining Director, provided that all vacancies in directorships to which Directors were appointment by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the members (other than Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Association Members)

or by written agreement signed by a majority of the owners of all units. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. In the event a majority or more of the board members are removed, the vacancies shall be filled in accordance with the rules promulgated by the Division pursuant to Florida Statutes 718.112(2)(1)(5). The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

- (c) Anything to the contrary herein notwithstanding, until a majority of Directors are elected by the members other than Developer of the Condominium, neither the first Directors of the Association, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association in accordance with the provisions of Section 718.1124, Florida Statutes.
- (e) Director or officer delinquencies. A director or officer more than 90 days delinquent in any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
- (f) Director and officer offenses. A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property must remove from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. However, if the charges are resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. After such time as the Unit Owners, other than the Developer, have elected a majority of the Board of Directors, the Board may elect, by resolution of a majority of the Directors, to provide for increased and/or staggered terms of

service. Such resolution shall set forth the method by which the terms may be staggered and the procedures for electing directors to the terms thus established.

- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors upon proper notice pursuant to the provisions of Section 718.112(2)(c), Florida Statutes.
- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously at a location designated by the Board, on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall be permitted the right to speak at such meetings with reference to all designated agenda items, subject to rules established by the Board. If 20 percent of the voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, place the item on the agenda.
- 4.7 Special Meetings. If twenty percent (20%) of the voting interests petition the board to address an item of business, the board, within 60 days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose. Special meetings of the Directors may be called by the President, and just be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than two (2) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours preceding the meeting for the attention of the members of the Association, except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Unit Owner 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 secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the

meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his 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.

- 4.9 Quorum. A quorum at Directors' meetings 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 specifically required by the Declaration, the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting any business that might have been transacted at the meeting as originally called may be transacted as set forth in the notice for the rescheduled meeting.
- 4.11 Joinder in Meeting. The joinder of a Director in the action of a meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum. A Director who is present at a meeting of its Board 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 such action because of an asserted conflict of interest. A Director of the Association who abstained as from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A Director may submit in writing agreement or disagreement with any action taken at a meeting the member did not attend. Such action may not be used as a vote for or against any action taken and may not be used to create a quorum. A member attending by telephone conference on a speaker phone may be counted toward a quorum and may vote by telephone. Directors may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes.
- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
 - (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;

- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time in accordance with the requirements of Florida Statute Section 718.111(12)(b). The Association may offer the option of making the records available to a Unit Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association shall retain these minutes for a period of not less than seven years and they shall be made available to Unit Owners within 45 miles of the location of the Condominium.
- 4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (f) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.16 Proviso. If 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 are entitled to elect at least one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Administration of an association, upon the first to occur of any of the following events:

- (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;
- (e) When the Developer files a petition seeking protection in bankruptcy;
- (f) When a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or
- (g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first, 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 the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, 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. After 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.

Within a reasonable time after Unit Owners other than Developer elect a majority of the members of the Board of Directors of the Association (but not more than ninety (90) days after such event), Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association.
- (e) Any house rules and regulations which have been adopted.
- (f) Resignations of officers and members of the board of directors who are required to resign because the Developer is required to relinquish control of the Association.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records must be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that Developer was charged and paid the proper amounts of assessments.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvements of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction of the improvements and in the landscaping of the Condominium.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on Developer's records.
- (q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.
- (t) Notwithstanding when the certificate of occupancy was issued or the height of the building, a turnover inspection report included in the official records, under

seal of an architect or engineer authorized to practice in this state or a person certified as a reserve specialist or professional reserve analyst by the Community Association Inst. or the Association of Professional Reserve Analysts, and attesting to the required maintenance, condition, useful life and replacement costs of the following applicable condominium property:

1. Roof
2. Structure, including loadbearing walls and primary structural members and primary structural systems as those terms are defined in Chapter 627.706 Florida Statutes
3. Fireproofing and fire protection systems
4. Plumbing
5. Electrical systems
6. Waterproofing and exterior painting
7. Windows and exterior doors.

- (u) Notwithstanding when the certificate of occupancy was issued or the height of the building, a turnover inspection report included in the official records, under seal of an architect or engineer authorized to practice in this state or a person certified as a reserve specialist or professional reserve analyst by the Community Association Inst. or the Association of Professional Reserve Analysts and attesting to the requirements, condition, useful life, and replacement costs of the following applicable condominium property compromising a turnover inspection report:

1. Elevators
2. Heating and cooling systems
3. Swimming pool or spa and equipment
4. Seawalls
5. Pavement and parking areas
6. Drainage systems
7. Irrigation systems

- (v) A copy of the certificate of a surveyor and Mapper recorded pursuant to 718.104(4)(e) or the recorded instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurred first.

- (w) A copy of the Association's most recent structural integrity reserve study.

- 4.17 Written Inquiry. In compliance with Section 718.112(2)(a)2, Florida Statutes, 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 give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has

been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
 - (a) Operating and maintaining the Common Elements and association property.
 - (b) Determining the expenses required for the operation of the Condominium and the Association.
 - (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
 - (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
 - (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
 - (f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
 - (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee
 - (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium Property pursuant to the provisions of 718.111(11), Florida Statutes.
- (k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. The Association may levy fines for the failure of a Unit Owner or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Association Bylaws or reasonable rules of the Association. A fine may not become a lien against a Unit. A fine may be levied by the Board of Directors on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as required by 718.303, Florida Statutes. The fine may not exceed \$100.00 per violation or \$1000.00 in the aggregate.
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons.
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the affirmative vote of the Owners of at least two-thirds (2/3rds) of all Units shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.

- (p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings (and imposing reasonable charges for such private use, but only if pursuant to a lease of the applicable facility).
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the lease or sublease not to exceed the maximum amount permitted by law in any one case.
- (t) Responding to Unit Owner inquiries in accordance with 718.112(2)(a)2, Florida Statutes.
- (u) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (ii) all other powers of a Florida corporation not-for-profit.
- (v) Those certain emergency powers granted pursuant to 718.1265, Florida Statutes.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of Developer, must be Unit Owners.

- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 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 also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He 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.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies 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 of Directors.
- 7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
- 8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
- 9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the Act and the following provisions:

9.1 Annual Budget.

- (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. The Board shall adopt the Annual Budget at least 14 days before the start of the Association's fiscal year. In the event that the Board fails to timely adopt the annual budget a 2nd time, it is deemed a minor violation in the prior year's budget shall continue in effect until a new budget is adopted.
- (b) In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement costs, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved must be computed using a formula based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the reserve item. In a budget adopted by an association that is required to obtain a structural integrity reserve study, reserves must be maintained for the items identified in 718.110(2)(g) for which the Association is responsible pursuant to the Declaration and the reserve amount for such items must be based on the findings and recommendation of the Association's most recent structural integrity reserve study. With respect to items for which an estimate of useful life is not readily ascertainable or with an estimated remaining useful life of greater than 25 years, the Association is not required to reserve replacement costs for such items, but the Association must reserve the amount of deferred maintenance expense, if any, which is recommended by the structural integrity reserve study for such items. The Association may adjust replacement reserve assessments annually to take into account an inflation adjustment and any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. The members of a unit owner-controlled association may determine, by a majority vote of the total voting interests of the Association, to provide no reserves or less reserves than required by this subsection. For a budget adopted after December 31, 2024, the members of a unit owner-controlled Association that must obtain a structural integrity reserve study may not determine to provide no reserves or less reserves than required by this subsection for items listed in paragraph 3.11 above. However, prior to turnover of control of the Association by the Developer to unit owners other than a Developer under section 718.301, the Developer controlled Association

may not vote to waive the reserves or reduce the funding of the reserves.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed annual budget of Common Expenses shall be hand delivered to each Unit Owner, mailed to each Unit Owner at the address last furnished to the Association by the Unit Owner or electronically transmitted to the location furnished by the Unit Owner for that purpose at least fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to all the Unit Owners. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement. Such affidavit shall be filed among official records of the Association.
- (ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of

repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

- (iv) Proviso. As long as Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, without the approval of a majority of Unit Owners other than the Developer.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.
- 9.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually in the year preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 9.3 Special Assessments and Capital Improvement Assessments. Special Assessments and Capital Improvement Assessments (as defined in the

Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.

- 9.4 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund for investment purposes or divided into more than one fund, as determined by a majority of the Board of Directors. Such funds must be accounted for separately, and the combined account balance may not at any time be less than the amount identified as reserve funds in the combined account.
- 9.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the Assessments due for the balance of the budget year and file a claim of lien therefor and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the lien.
- 9.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds. The fidelity bond must cover the maximum funds that will be in the custody of the Association or management agent at any one time. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.7 Accounting Records and Reports. Financial Reporting Requirements.
 - (1) Basis of accounting. The financial reporting required by Sections 718.111(13) and 718.301(4), F.S., shall be prepared on the accrual basis using fund accounting in accordance with generally accepted accounting principles. Reviewed financial statements shall be reviewed in accordance with standards for accounting and review services and audited financial statements shall be audited in accordance with generally accepted auditing standards. Reviews and audits of an association's financial statements shall be performed by an independent certified public accountant licensed by the Florida Board of Accountancy. As used in this rule the terms "generally accepted accounting principles," "standards for accounting and review services," and "generally accepted auditing standards" shall have the same meaning as set forth in Chapter 61H1-20, F.A.C.
 - (2) Components. The financial statements required by Sections 718.111(13) and 718.301(4), F.S., shall at a minimum include the following components:

- (a) Accountant's or Auditor's Report;
- (b) Balance Sheet;
- (c) Statement of Revenues and Expenses;
- (d) Statement of Changes in Fund Balances;
- (e) Statement of Cash Flows; and
- (f) Notes to financial statements.

(3) Disclosure requirements. The financial statements required by Sections 718.111(13) and 718.301(4), F.S., shall contain the following disclosures within the financial statements, notes, or supplementary information:

(a) The following reserve disclosures shall be made regardless of whether reserves have been waived for the fiscal period covered by the financial statements:

1. The beginning balance in each reserve account as of the beginning of the fiscal period covered by the financial statements;
 2. The amount of assessments and other additions to each reserve account including authorized transfers from other reserve accounts;
 3. The amount expended or removed from each reserve account, including authorized transfers to other reserve accounts;
 4. The ending balance in each reserve account as of the end of the fiscal period covered by the financial statements;
 5. The amount of annual funding required to fully fund each reserve account, or pool of accounts, over the remaining useful life of the applicable asset or group of assets;
 6. The manner by which reserve items were estimated, the date the estimates were last made, the association's policies for allocating reserve fund interest, and whether reserves have been waived during the period covered by the financial statements;
- (4) Developer assessments. All financial reporting required by Chapter 718, F.S., shall disclose the assessment revenues from the developer separately from that of the non-developer unit owners.
- (5) Financial reports required by Section 718.111(13)(b), F.S.. The financial report required by Section 718.111(13)(b), F.S., shall meet the following requirements:
- (a) The report shall be prepared using a cash basis method of accounting.
 - (b) The report shall include the reserve disclosures required by paragraph 61B-22.006(3)(a), F.A.C.

(c) The report shall include the special assessment disclosure required by paragraph 61B-22.006(3)(c), F.A.C.

(d) If the association maintains limited common elements and the expense is apportioned to those units entitled to the exclusive use of the limited common elements the report shall contain the limited common element disclosures required by paragraph 61B-22.006(3)(d), F.A.C.

(e) The financial reports of multicondominium associations shall separately disclose the following items:

1. The receipts and expenditures directly associated with specific condominiums; and

2. The receipts and expenditures of the association that are not directly associated with specific condominiums.

(6) The minutes of the association shall reflect the number of votes cast by the membership to waive the requirement for audited, reviewed, or compiled financial statements and the type of financial reporting that the association will be preparing and disseminating to the membership.

9.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board in accordance with the Act.

9.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.
12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. A member of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a forum.

(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to the Unit Owners other than Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) by not less than 100% of the entire Board of Directors.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium. The Board of Directors

may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to Developer.

14. Construction. Wherever the context so permits, 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.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
16. Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, if applicable, which shall constitute the official records of the Association:
 - (a) a copy of the plans, permits, warranties, and other items provided by Developer under Section 718.301(4) of the Act;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-Laws of the Association and each amendment to the By-Laws;
 - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (e) A copy of the current rules of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Unit Owners.
 - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by the unit owners for receiving notice sent by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The electronic mailing addresses and telephone numbers must be removed from Association records if consent to receive a notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmissions of notices.

- (h) All current insurance policies of the Association and the Condominium;
- (i) 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;
- (j) Bills of sale or transfer for all property owned by the Association;
- (k) Accounting recordings for the Association and the accounting records for the Condominium, according to the good accounting practices. All accounting records shall be maintained for a period of at least 7 years. Any person who knowingly or intentionally defaces or destroys accounting records required to be created and maintained by chapter 718, Florida Statutes, during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to section 718.501 (1) (d), Florida Statutes. The accounting records must include, but not be limited to:
 - 1. Accurate, itemized, and detailed records for 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 upon the account, and the balance due.
 - 3. All audits, reviews, accounting statements, structural integrity reserved studies, and financial reports of the Association or Condominium. Structural integrity reserved studies must be maintained for at least 15 years after the study is completed.
 - 4. All contracts for work to be performed. Bids for work to be performed are also considered official records and shall be maintained by the Association for at least one year after receipt of the bid.
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of 1 year from the date of the meeting to which the documents relate notwithstanding subparagraph (k) 2. above;
- (m) All rental records if the Association is acting as agent for the rental of Units.
- (n) A copy of the current Question and Answer Sheet as described in Section 718.504, Florida Statutes.
- (o) A copy of the inspection reports described in ss.553.899 and 718.301 (4)(p),

Florida Statutes, and any other inspection report relating to any structural or life safety inspection of condominium property. Such record must be maintained by the Association for 15 years after receipt of the report.

(p) Bids for materials, equipment, or services.

(q) All affirmative acknowledgments made pursuant to 718.121 (4)(c), Florida Statutes.

(r) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

The official records specified in subparagraphs (a) –(f) above must be permanently maintained from the inception of the Association. Bids for work to be performed or for materials, equipment, or services must be maintained for at least one year after receipt of the bid. All other official records of the Association must be maintained within the state for at least 7 years. The official records of the Association shall be made available to any unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within five working days after receipt of written request by the board or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the condominium property or the Association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuses of the information provided to an Association member or his or her authorized representative in compliance requirements of the Act unless the Association has an affirmative duty not to disclose such information pursuant to Chapter 718.111, Florida Statutes.

The official records of the Association are open to inspection by any Association member and any person authorized by an Association member as a representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense of the member and of the person authorized by the Association member as a representative of such member. A renter of a unit has a right to inspect and copy only the declaration of condominium, the Association's bylaws and rules, and the inspection reports described in sections 553.899 and 718.301 (4) (p). The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying but may not require a member to demonstrate any purpose or state any reason for the inspection. The failure of the Association to provide the records within ten (10) working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply. Minimum damages shall be \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh working day after receipt of the 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 denies access to the records. Any person who knowingly or intentionally defaces or destroys accounting

records that are required by this Chapter 718.111, Florida Statutes, to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained with the intent of causing harm to the Association or one or more of its members is personally subject to a civil penalty pursuant to section 718.501 (1) (d). The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, and Rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in Section 718.504 and year-end financial information required in Section 718.111(d)(12), Florida Statutes, on the condominium property to ensure their availability to unit owners and prospective purchasers, and any charge its actual costs for preparing and furnishing these documents to those requesting the documents. Notwithstanding the provisions of this paragraph, the following records are not accessible to unit owners:

- (i) Any record protected by the lawyer-client privilege as described in Section 90.502; and any record protected by the work-product privilege, including any record prepared by an association attorney or prepared at the attorney's express direction; which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (ii) Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.
- (iii) Personnel records of the Association employees, including but not limited to, disciplinary, payroll, health, and insurance records.
- (iv) Medical records of unit owners.
- (v) Social security numbers, driver's license numbers, credit card numbers, email addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of unit owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, email address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions of this sub- subparagraph, and the Association may print and distribute to unit owners a directory containing the name, unit address, and all telephone numbers of each unit owner. However, an owner may exclude is or her telephone numbers from the directory by so requesting in writing to the Association. An owner may consent in writing to the disclosure of other contact information described in this sub- subparagraph. The Association is not liable for the inadvertent disclosure of information that is

protected under this sub- subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

- (vi) Any electronic security measure that is used by the Association to safeguard data, including passwords.
- (vii) The software and operating system used by the Association which allows manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.
- (v) All affirmative acknowledgments made pursuant to section 718.121(4)(a).

- 16.1 Certificate of Compliance. A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Association's board as evidence of compliance of the condominium units to the applicable fire and life safety code.
17. Alternative Dispute Resolution. Any "dispute" as defined in the Act may be resolved through mandatory alternative dispute resolution as provided for in the Act.
18. Good Faith. An officer, director, or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association. An officer, director, or agent shall be liable for monetary damages as provided in section 617.0834, Florida Statutes, if such officer, director or agent breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of a criminal law as provided for in section 617.0834, Florida Statutes;; constitutes a transaction from which the officer or director derived an improper or personal benefit, either directly or indirectly; or constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
19. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time and providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed the maximum permitted by applicable law from time to time, plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.
20. Electronic Transmission. For purposes hereof, quote electronic transmission" means any form of communication not directly involving the physical transmission or transfer of paper, which

creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, as same may only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for so long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a director.

21. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
22. Chapter 718.112, Florida Statutes. These bylaws shall provide for the following and, if they do not do so, shall be deemed to include the applicable or required provisions of Chapter 718.112, Florida Statutes. In the event of an inconsistency between these bylaws and Chapter 718.112, the provisions of Chapter 718.112 shall prevail.

The foregoing was adopted as the By-Laws of THE CONDOMINIUMS AT MARKER 1 CONDOMINIUM ASSOCIATION, INC., a corporation not for profit on the ____ day of _____, 202____.

Approved:

/s/ Michelle R. Buell

PRESIDENT

/s/ Darci J. Ackerman

SECRETARY

**SCHEDULE "A" TO
BY-LAWS
RULES AND REGULATIONS
FOR
THE CONDOMINIUMS AT MARKER 1 CONDOMINIUM ASSOCIATION, INC.,**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No articles other than patio-type furniture shall be placed on the terraces, patios or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, patios, lanais, terraces or other portions of the Condominium Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance onto any of the patios, terraces or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. No repair of vehicles shall be made on the Condominium Property.
7. No unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television, mechanical or electronic installation may be permitted in any Unit which interferes with the television, radio reception or electronic communications or reception of another Unit.
9. No sign, advertisement, notice or other graphics or lettering shall be exhibited,

displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements by a Unit Owner, except as may be approved by the Association.

10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

11. No reptiles or wildlife shall be kept or maintained in or about the Condominium Property.

12. No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

13. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that the Association or Developer shall have the right to install and maintain community antennae, radio and television cables and lines, and security and communications systems.

14. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible person when using any recreational facilities.

15. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of a hearing at which time the Owner or occupant shall present reasons why penalties should not be imposed.

b) Hearing: The non-compliance shall be presented to a committee of other unit owners who are neither board members nor persons residing in a board member's household.

c) Fines: If the Committee agrees with the fine, the Association may impose

finer against the applicable Unit up to the maximum amount of \$100.00 per violation per day of continuing violations, not to exceed the aggregate of \$1,000.00, (or such greater amount as may be permitted by law from time to time).

d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident, one (1) for each day of such continuation, provided that no such fine shall in the aggregate exceed \$1,000.00 (or such greater amount as may be permitted by law from time to time).

e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

16. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board but which is not in conflict with any ordinance of the City in which this Condominium is located.

Exhibit "4"
RECREATION TRACT

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 3 AND 4, BLOCK "L" DUNEDIN CAUSEWAY CENTER AS RECORDED IN PLAT BOOK 59, PAGES 20, 21, AND 22, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 4, THENCE RUN NORTH 88 DEGREES 58 MINUTES 39 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 4, 33.88 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 21 SECONDS EAST, FOR 47.06 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 30 SECONDS EAST, FOR 160.48 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 21 SECONDS WEST, FOR 46.91 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 30 SECONDS WEST, FOR 126.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.1731 ACRES MORE OR LESS.