

LAKESIDE OFFICE PARK CONDOMINIUM DOCUMENTS

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- AMENDMENTS
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AMENDMENT NO. 1 TO
DECLARATION OF CONDOMINIUM OF
LAKESIDE OFFICE PARK, A CONDOMINIUM

This is Amendment No. 1 to that certain Declaration of Condominium of Lakeside Office Park, a Condominium, executed on December 5, 2001, and recorded on December 5, 2001, in Official Records Book 1715, Page 7761, et. sec., of the Public Records of Manatee County, Florida (the "Declaration"), executed by Lakeside Development Company of Bradenton, Inc., a Florida corporation (the "Developer").

RECITALS:

Pursuant to Section 14.4 of the Declaration, Developer is granted the right to amend the Declaration by recording in the Public Records of Manatee County, Florida, an amendment thereto. The construction of Phase 1 of the Condominium is substantially complete and Developer desires to amend the Declaration to attach the Certificate of the Surveyor made in accordance with Florida Statutes Section 718.403(4)(e), certifying to the substantial completeness of the same.

AMENDMENT:

The Developer hereby amends the Declaration to incorporate into the Declaration and Condominium Plat the Certificate of Surveyor dated March 14, 2002 attached hereto.

All other terms, conditions and provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to Declaration of Condominium for Lakeside Office Park, a Condominium, has been signed and executed, on this 22 day of May, 2002.

Signed, sealed and delivered
in the presence of:

Gini English
Printed name: Gini English
Carolyn Rummel
Printed name: CAROLYN RUMMEL

Lakeside Development Company of
Bradenton, Inc., a Florida corporation

By: [Signature]
Name: Brit Svoboda
Title: President

STATE OF FLORIDA
COUNTY OF MANATEE

The forgoing instrument was acknowledged before me this 22 day of May, 2002, by Brit Svoboda, as President of Lakeside Development Company of Bradenton, Inc, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Laurie Miller
Printed Name:
Notary Public
My Commission Expires:
My Commission No.:

Prepared by and return to:
Robert F. Greene, Esq.
Greene & Schermer
1301 Sixth Avenue West
Bradenton, Florida 34205

BK 1748 PG 6092 FILED AND RECORDED 5/24/2002 4:07:01 PM 2 of 2
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF MANATEE


BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Robert O. Drake ("Affiant") who after being by me first duly sworn, deposes and says:

1. That Affiant is a duly registered land surveyor under the laws of the State of Florida, being Registered Land Surveyor No. 5965

2. That construction of the improvements comprising Phase 1 of Lakeside Office Park, a Condominium, a condominium created pursuant to the Declaration of Condominium thereof recorded in Official Records Book 1715, at Pages 7761 through 7845, and Plat Book 30, Pages 81-85 of the Public Records of Manatee County, Florida, is substantially complete, and all planned improvements, including but not limited to landscaping, utility services and access to the units and the common element facilities serving the building in which the units to be conveyed are located, have been substantially completed, so that the survey, site plan and graphic description of the improvements as shown in the plat, together with the provisions of the Declaration of Condominium describing the condominium property, present an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, including the location and dimensions of each unit within Lakeside Office Park, a Condominium Phase 1 can be determined from these materials.

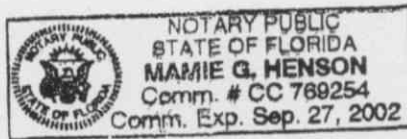
FURTHER AFFIANT SAYETH NOT.

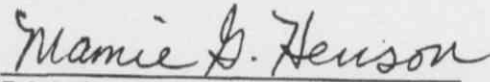
Dated this 14TH day of March, 2002.


Name: Robert O. Drake
Registered Land Surveyor No. 5965
Address:

The foregoing instrument was acknowledged before me this 14TH day of March, 2002, by Robert O. Drake, who is:

Personally Known OR Produced Identification
Type of Identification Provided _____




Printed Name: Mamie G. Henson
Notary Public
My Commission Expires:
My Commission No.

BK 1806 PG 6443 DKT # 1737236 1 of 9

AMENDMENT NO. 3 TO
DECLARATION OF CONDOMINIUM OF
LAKESIDE OFFICE PARK, A CONDOMINIUM

This is Amendment No. 3 to that certain Declaration of Condominium of Lakeside Office Park, a Condominium (the "Condominium"), executed on December 5, 2001, and recorded on December 5, 2001, in Official Records Book 1715, Page 7761, et. sec., of the Public Records of Manatee County, Florida (the "Declaration"), executed by Lakeside Development Company of Bradenton, Inc., a Florida corporation (the "Developer").

RECITALS:

Pursuant to Section 2 of the Declaration, Developer is granted the right to amend the Declaration to create subsequent phases of the Condominium by recording in the Public Records of Manatee County, Florida, an amendment thereto. Developer desires to create Phase 3 of the Condominium, and in accordance with the Declaration and pursuant to Florida Statutes Section 718.403, hereby amends the Declaration as more particularly set forth herein.

AMENDMENT:

1. The Developer hereby submits as part of the Condominium the real property situate, lying and being in Manatee County, Florida, as more particularly described in Exhibit "A" attached hereto and by reference made a part hereof ("Phase 3"), together with all improvements and fixtures contained therein subject to nonexclusive easements over Phase 3 as set forth in the Declaration, pursuant to and in accordance with the Condominium Act of the State of Florida, Chapter 718 Florida Statutes (2001) (the "Condominium Act").
2. Phase 3 shall initially consist of 3 Units in two Buildings, with a minimum of 900 square feet per Unit and a maximum of 3,100 square feet per Unit as further described in the plot plan and floor plans attached hereto as Exhibit "B".
3. The percentage of undivided share of ownership of the Common Elements and Common Expenses and votes per Unit shall be in accordance with the attached Exhibit "C".

All other terms, conditions and provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 to Declaration of Condominium for Lakeside Office Park, a Condominium, has been signed and executed, on this 25TH day of February, 2003.

Signed, sealed and delivered
in the presence of:

Geraldine A. Mills
Printed name: **Geraldine A. Mills**

Wendy Lee Veiking
Printed name: **WENDY LEE VEIKING**

Lakeside Development Company of
Bradenton, Inc., a Florida corporation

By: *[Signature]*
Name: **Brit Svoboda**
Title: **President**

STATE OF FLORIDA
COUNTY OF MANATEE

The forgoing instrument was acknowledged before me this 25TH day of February, 2003, by Brit Svoboda, as President of Lakeside Development Company of Bradenton, Inc, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Geraldine A. Mills
Printed Name: **Geraldine A. Mills**
Notary Public
My Commission Expires: **June 1, 2004**
My Commission No.: **CC941200**
ID 377653

Exhibit "A"

THE LAKESIDE OFFICE PARK
LEGAL DESCRIPTION : PHASE 3

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°01'25"E., ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 49.74 FEET TO A POINT ON THE FORMER SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64; THENCE S.89°22'00"E., ALONG SAID FORMER RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID FORMER RIGHT-OF-WAY LINE, S.00°38'00"W., A DISTANCE OF 125.00 FEET; THENCE S.89°22'00"E., A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S.89°22'00"E., A DISTANCE OF 147.91 FEET; THENCE S.00°38'00"W., A DISTANCE OF 23.73 FEET; THENCE S.89°22'00"E., A DISTANCE OF 83.56 FEET; THENCE S.00°38'00"W., A DISTANCE OF 119.11 FEET; THENCE S.89°41'47"W., A DISTANCE OF 49.67 FEET; THENCE N.02°14'01"W., A DISTANCE OF 23.69 FEET; THENCE N.89°22'00"W., A DISTANCE OF 58.09 FEET; THENCE S.01°12'36"E., A DISTANCE OF 7.47 FEET; THENCE N.89°22'52"W., A DISTANCE OF 15.00 FEET; THENCE N.03°18'58"E., A DISTANCE OF 8.68 FEET; THENCE N.89°22'00"W., A DISTANCE OF 108.19 FEET; THENCE N.00°38'00"E., A DISTANCE OF 117.94 FEET; THENCE S.89°22'00"E., A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 28, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

1

Prepared By and Return To:
Robert F. Greene, Esq.
Greene & Schemer
1301 Sixth Ave. W, Suite 400
Bradenton, Florida 34205

BK 1885 PG 5520 DKT # 1878243 1 of 2

AMENDMENT NO. 4 TO
DECLARATION OF CONDOMINIUM OF
LAKESIDE OFFICE PARK, A CONDOMINIUM

This is Amendment No. 4 to that certain Declaration of Condominium of Lakeside Office Park, a Condominium (the "Condominium"), executed on December 5, 2001, and recorded on December 5, 2001, in Official Records Book 1715, Page 7761, et. sec., of the Public Records of Manatee County, Florida (the "Declaration"), executed by Lakeside Development Company of Bradenton, Inc., a Florida corporation (the "Developer").

RECITALS:

Pursuant to Section 2 of the Declaration, Developer is granted the right to amend the Declaration by recording in the Public Records of Manatee County, Florida, an amendment thereto. The construction of Units 1, 2A, 2B, 2C and 4 of the Condominium are substantially complete and Developer desires to amend the Declaration to attach the Certificate of the Surveyor made in accordance with Florida Statutes Section 718.403(4)(e), certifying to the substantial completeness of the same.

AMENDMENT:

The Developer hereby amends the Declaration to incorporate into the Declaration and Condominium Plat the Certificate of Surveyor dated November 25, 2003, attached hereto.

All other terms, conditions and provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 4 to Declaration of Condominium for Lakeside Office Park, a Condominium, has been signed and executed, on this ____ day of November, 2003.

Signed, sealed and delivered
in the presence of:

Geraldine A. Mills
Printed name: Geraldine A. Mills
Wendy Lee Vehling
Printed name: Wendy Lee Vehling

Lakeside Development Company of
Bradenton, Inc., a Florida corporation

By: [Signature]
Name: Brit Svoboda
Title: President

STATE OF FLORIDA
COUNTY OF MANATEE

The forgoing instrument was acknowledged before me this 25TH day of November, 2003, by Brit Svoboda, as President of Lakeside Development Company of Bradenton, Inc, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Geraldine A. Mills

Printed Name: _____
Notary Public _____
My Commission Expires _____
My Commission No. _____
GERALDINE A. MILLS
Notary Public, State of Florida
My comm. expires June 1, 2004
Comm. No. CC941200
ID 377653

Prepared by and return to:
Robert F. Greene, Esq.
Greene & Schermer
1301 Sixth Avenue West
Bradenton, Florida 34205

BK 1885 PG 5521 FILED AND RECORDED 12/5/2003 9:31:22 AM 2 of 2
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared James B. Powers ("Affiant") who after being by me first duly sworn, deposes and says:

1. That Affiant is a duly registered land surveyor under the laws of the State of Florida, being Registered Land Surveyor No.4569.

2. That the construction of the improvements comprising Units 1, 2A, 2B, 2C and 4 of The Lakeside Office Park, a Commercial Condominium as per Plat thereof recorded in Condominium Book 30, pages 115 through 120, of the Public Records of Manatee County, Florida, are substantially complete so that the plat, together with the provisions of the Declaration describing the condominium property is an accurate representation of the location of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. I further certify that the construction of all planned improvements with respect to Units noted above are substantially complete including, but not limited to landscaping, utility services, access to the units in said buildings, and common element facilities serving said buildings.

FURTHER AFFIANT SAYETH NOT.

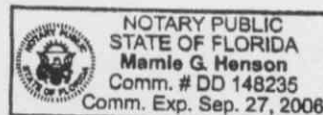
Dated this 25 day of November, 2003.

James B. Powers
Name: James B. Powers
Registered Land Surveyor No.4569
Address: 3816th Avenue W
Bradenton, FL 34205

The foregoing instrument was acknowledged before me this 25th day of November, 2003, by James B. Powers, who is:

Personally Known OR Produced Identification
Type of Identification Provided

Mamie G. Henson
Printed Name: MAMIE G. HENSON
Notary Public
My Commission Expires:
My Commission No.



Prepared by:
Robert F. Greene, Esq.
Greene, Donnelly & Schermer
1301 6th Avenue West, Suite 400
Bradenton, Florida 34205
941/747-3025

**DECLARATION OF CONDOMINIUM OF
LAKESIDE OFFICE PARK, A COMMERCIAL CONDOMINIUM**

Lakeside Office Park, a Florida corporation, herein called "Developer", on behalf of itself and its successors, grantees and assigns, hereby makes this Declaration of Condominium.

1. **SUBMISSION TO CONDOMINIUM.** The Developer hereby submits the real property described in Exhibit "A" as Phase 1 ("Initial Phase") and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the Condominium form of ownership and use in the manner provided by Chapter 718, the Florida Condominium Act, as it exists on the date of recordation of this Declaration (the "Condominium Act"), excluding therefrom, however, all public Utility installations, cable television lines and other similar equipment, if any, owned by the utilities furnishing services to the Condominium or others. The real property described in Exhibit "A-1" as Phases 2 and 3 ("Additional Phases") is not being submitted to Condominium Ownership by this Declaration, but rather is described in order to comply with the requirements of Section 718.403, Fla. Stat., and may be added pursuant to the provisions of Section 2. This Declaration is not effective until it is recorded on the Public Records of Manatee County, Florida. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Condominium parcels. The acquisition of title to a Unit or any other interest in the Condominium Property, or the lease, occupancy or use of any portion of a Unit or the Condominium Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. **NAME - PLAN OF DEVELOPMENT.** Developer has or will construct commercial buildings and associated improvements. The name by which this Condominium is to be identified is Lakeside Office Park, A Commercial Condominium.

2.1 **SURVEY AND PLOT PLANS.** Attached hereto and made a part hereof as Exhibit "B" is a site plan of the land being submitted to Condominium, as well as other adjoining land which may be submitted in the Additional Phases, and a plot plan with the floor plans for the Initial Phase, which graphically describes the improvements in which Units in the Initial Phase are located, including their identification numbers, locations and approximate dimensions and also attached as included within Exhibit "B" is a survey of the land. The Initial Phase, as represented in the survey exhibit, has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Florida Statutes 718.104 (also included in Exhibit "B").

2.2 **RESERVATION OF RIGHT TO ADD ADDITIONAL PHASES AND DESCRIPTION OF PHASES OF THE CONDOMINIUM.** The Developer may and hereby reserves the right to develop the Condominium in up to three (3) phases, to be designated as Phases 1 through 3. All land that may become a part of the Condominium is situated in Manatee County, Florida. There will be no time-share estates created with respect to any of the phases that are or might be developed as part of this Condominium complex.

A. Initial Phase. The Initial Phase of this Condominium is declared and submitted to Condominium pursuant to this Declaration as set forth in Section 1.

B. Additional Phases. Until seven (7) years after the date of the recording of this Declaration of Condominium, the Developer has and hereby reserves the right to amend this Declaration, by recording in the Public Records of Manatee County, Florida, an amendment or amendments executed solely by the Developer submitting to the Condominium form of ownership and expanding this Condominium to include any of the Additional Phases of the Condominium legally described in Exhibit "A-1" attached hereto. The addition and sequencing of the Additional Phases is optional by the Developer.

- C. Effect on Condominium Documents. If and when any of the Additional Phases are submitted to Condominium as part of this Condominium, all definitions and provisions of this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association apply to all Units, common elements and limited common elements in such Additional Phase(s) except for descriptions and size of particular Units, common elements and limited common elements which may differ.
- D. Amendment. An amendment to this Declaration executed by the Developer pursuant to this Section 2.2 is effective at the time of filing of the amendment in the Public Records of Manatee County, Florida, and shall be effective and binding on all Unit Owners and Units within the Condominium. The joinder or consent of Unit Owners or mortgagees is not necessary for such an amendment to be effective.
- E. No Obligation. The Developer is not obligated to declare and submit the Additional Phases as a part of the Condominium or to declare them if it declares the Initial Phase to be a part of the Condominium property. The Developer hereby reserves the right to develop (including as a separate Condominium or Condominiums) or to sell any, all or a portion of the Additional Phases in any manner or to any person or entity free of any restriction hereunder, together with an easement for ingress/egress, utilities, drainage and parking and such other easements as may be necessary or desirable for the future development of the Additional Phases over the common areas of the Phases that have been submitted to this Declaration. Developer reserves the right, but not the obligation, without the joinder or consent of Unit Owners or mortgagees, to record a declaration or easements which reflect such easements in favor of the property not submitted to this Declaration over the submitted Phases.
- F. No Rights. Unit Owners in any declared Phase have no rights in any other additional Phase or Phases, unless and until an amendment pursuant to this Section 2.2 is recorded in the Public Records of Manatee County, Florida, with respect to any such phase(s). If the Condominium is not expanded to include the Additional Phases within the time period described in Section 2.2, the Unit Owners in the property which has then been submitted hereunder (which at that time would contain all of the Units of the Condominium) are entitled to one hundred percent (100%) ownership of all common elements within such property. If and when the Condominium is expanded to include any or all of the Additional Phases as a part of the Condominium, the Unit Owners in all Phases then submitted will own the common elements within all of such submitted Phases. The interest of each Unit Owner in

the common elements, share of common expenses for that Unit and voting rights is based upon the percentage of the square footage of each Unit in relation to the total square footage of all Units submitted to the Declaration.

- G. Changes. The Developer reserves the right to make non-material changes in the legal description of any Phase.
- H. Developer's Right to Alter Building and Unit Types. Building and units which may be added to the Condominium may be substantially different from the buildings and Units in the Initial Phase of the Condominium, and from the Exhibits to the Declaration of Condominium. The Units may vary in design, shape and structure to the maximum extent permitted by applicable zoning ordinances, as the same may be amended from time to time. It is anticipated that the Units in the Additional Phases may be different than the Units in the Initial Phase, however, Developer reserves the right to delete or increase such Units or change the mix of such Units with other types of Units.
- I. Description of Initial Phase and Additional Phases. The maximum number of Units built in the Initial Phase will be the maximum number of Units permitted by applicable zoning ordinances, as the same may be amended from time to time. The minimum number of Units to be built in any particular Phase is one (1) and the maximum number of Units in any particular Phase is the maximum number that may be built pursuant to applicable zoning ordinances, as the same may be amended from time to time. The minimum square footage of each Unit shall be 1,000 square feet and the maximum square footage shall be the maximum permitted by applicable zoning ordinances, as the same may be amended from time to time.
- J. Notice. Developer shall notify each Unit Owner by certified mail of the election not to add Additional Phases.

3. **DEFINITIONS**. The terms used herein will have the meanings stated in Florida Statutes, Chapter 718 (Condominium Act) as the same exists as of the date of the recording of this Declaration and as follows unless the context otherwise requires:

3.1 **ASSESSMENT**. The share of the funds required for the payment of Common Expenses that is assessed against a Unit Owner from time to time and such additional sums which may be assessed directly against one or more Unit Owners (though not necessarily against all Unit Owners).

3.2 **ASSOCIATION.** The Condominium Association which is responsible for the operation of the Condominium. The name of the Condominium Association is Lakewood Office Park Condominium Association, Inc., a not-for-profit Florida corporation.

3.3 **ASSOCIATION PROPERTY.** All real or personal property owned or leased by the Association.

3.4 **BOARD OF DIRECTORS OR DIRECTORS OR BOARD.** The board of directors of the Association responsible for the administration of the Association.

3.5 **COMMON ELEMENTS.** The portions of the Property submitted to Condominium ownership and not included in the Units and including:

3.5.1 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;

3.5.2 An easement of support in every portion of a Unit which contributes and is necessary to the support of the building;

3.5.3 Property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements; and

3.5.4 Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Condominium Act.

3.6 **COMMON EXPENSES.** All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be Common Expenses by this Declaration.

3.7 **COMMON SURPLUS.** The excess of all receipts of the Association above the Common Expenses.

3.8 **CONDOMINIUM DOCUMENTS.** The Condominium Documents shall include this Declaration, the Articles of Incorporation and Bylaws of the Association and any rules and regulations of the Association, all as the same may be amended from time to time. The order of priority in the interpretation of the Condominium Documents will be as follows: (1)

Declaration; (2) Association **Articles** of Incorporation; (3) Association **Bylaws**; and (4) Association **Rules** and Regulations.

3.9 **CONDOMINIUM PARCEL.** A Unit together with the undivided share in the Common Elements which is appurtenant to the Unit and all other appurtenances to the Unit.

3.10 **CONDOMINIUM PROPERTY.** The real and personal property, both tangible and intangible, that is subjected to Condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.11 **EXHIBITS.** All exhibits to this Declaration which re:

- A. Legal Description
- B. Survey, Plot plan and Graphic Description of Improvements
- C. Unit Identification and Share of Common Elements and Common Expenses
- D. Association Articles of Incorporation
- E. Association Bylaws

3.12 **INSTITUTIONAL MORTGAGE.** A bank, savings and loan association, mortgage banker, life insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, any other lender generally recognized as an institutional type lender, or the Developer holding a mortgage on a Unit or Units. The term also refers to any holder of a mortgage against a Condominium parcel which mortgage is guaranteed or insured, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America or any public or private corporation engaged in the business of guaranteeing or insuring mortgage loans, and their successors and assigns.

3.13 **LEASE.** The grant by a Unit Owner of a temporary right of use of the owner's Unit for a valuable consideration.

3.14 **LIMITED COMMON ELEMENTS.** Those portions of the Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of the other Units. Utility lines and facilities serving only one Unit and located outside the Unit shall be a Limited Common Element of that Unit and the Unit Owner shall be responsible for maintenance, repair and replacement of such utility lines and facilities. If any Unit needs a larger water line or meter, it shall be the responsibility of the Unit Owner to install the same. Air conditioning lines and equipment serving only one Unit and located outside the Unit shall be a Limited Common Element of the Unit it is serving and the Unit Owner shall be responsible for maintenance, repair and replacement of such lines and equipment. If any Unit needs a larger compressor or air handler or any other equipment, it shall be the responsibility of the Unit Owner to install the same. Restrooms constructed within a building and designated as a Limited Common Element on the plot plan or graphic description of improvements shall be a Limited Common Element of all Units within said building. Assessments for the maintenance of any such restroom shall be paid by the Units in the building to which the Limited Common Element is appurtenant.

3.15 **UNIT.** A part of the Condominium Property that is subject to exclusive ownership as described in this Declaration.

3.16 **UNIT OWNER.** The owner of record legal title to a Condominium Parcel.

3.17 **VOTING INTEREST.** The voting rights distributed to the Association members. Each Unit shall have appurtenant thereto a voting interest equivalent to the Unit's percentage interest in the Common Elements and Common Surplus.

4. **IDENTIFICATION OF UNITS AND ALTERATION OF UNIT BOUNDARIES.** It is anticipated that the Condominium will initially contain _____ () Units. The designation and location of each of such Units is set forth within Exhibit "B" and on Exhibit "C". It is anticipated that such Units may be subdivided into smaller Units based upon the amount of

square footage to be sold by Developer (or that such Units may be combined into one (1) Unit per building. Thereafter, Units may be further subdivided, combined or the boundaries altered as provided in this Declaration. It is recognized that the need for flexible Unit boundaries is essential and that the following provisions are intended to create a method of allowing Developer and Unit Owners to sell as much (or as little) space as a prospective purchaser may require. Units may be subdivided or combined, new Units created, or Unit boundaries altered, in accordance with the following provisions:

4.1 **AMENDMENT.** An amendment to this Declaration shall be recorded identifying the new boundaries to the Unit(s) and in the case of subdivision of a Unit, the new Unit shall be designated by it being assigned a new Unit number or other identifying alpha-numerical combination. This amendment to the Declaration of Condominium need only be signed, joined in and consented to by the Association and the Unit Owners whose Units are physically affected and their mortgages of record and no other Unit Owner, mortgagee or lienor shall be required to join in the amendment. Notwithstanding the foregoing, for so long as Developer holds any Units for sale, Developer may execute and record an amendment for such Units without the joinder of the Association or any Unit Owner or mortgagee or lienor. The amendment shall be effective when recorded in the Public Records of Manatee County, Florida. The amendment shall have attached to it a surveyor's, engineer's or architect's certified drawing and certificate showing the location of the new perimeter boundary for the Units affected and shall show the square footage of the new Units.

4.2 **ACCESS.** All Units must continue to have exterior access to the parking areas without requiring access through another Unit.

4.3 **MINIMUM SQUARE FOOTAGE.** All Units in Additional Phases must have a minimum of 1,000 square feet.

4.4 **COMPLIANCE WITH BUILDING CODES.** Any proposed subdivision, combination or alteration must comply with all applicable governmental regulation and may not

compromise the structural integrity of the building or the mechanical or utility installations. Demising walls between the Units must be constructed in accordance with all applicable governmental regulations and must include any fire walls as may be required by applicable building codes.

4.5 **ASSESSMENTS CURRENT.** All assessments for the affected Units must be paid current through the date of the amendment. From and after the recording of the amendment, the Assessments due for each Unit shall be based upon the new apportionment of Common Elements.

4.6 **NEW PERCENTAGE INTEREST.** Each Unit's voting interest and interest in the Common Elements and Common Surplus shall be revised to correspond to the new square footage of each respective Unit. The new percentage interest appurtenant to such Unit shall be stated in the amendment.

4.7 **ENTRANCE.** The owner of the affected Unit(s) shall install, at their expense, all new entrance doors, air conditioning compressors, air handlers, HVAC equipment, meters and utility lines as may be necessary for each Unit to function as a separate Unit.

4.8 **COSTS.** The owners of the affected Units shall pay all costs and expenses in connection with the subdivision or combining of Units or the alteration of Unit boundaries including any legal, architectural, engineering, consultant or other professional fees incurred by the Association.

5. **CONDOMINIUM UNITS, BOUNDARIES AND APPURTENANCES.** Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred and encumbered like any other parcel of real property independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and applicable laws.

5.1 **BOUNDARIES.** Each Unit will have boundaries as defined below.

5.1.1 **HORIZONTAL BOUNDARIES.** The upper and lower boundaries of the Units will be:

5.1.1.1 **UPPER BOUNDARY.** The horizontal plane of the unfinished lower surface of the structural ceiling of the Unit, extended to meet the perimeter boundaries.

5.1.1.2 **LOWER BOUNDARY.** The horizontal plane of the upper surface of the concrete floor of the Unit, extended to meet the perimeter boundaries.

5.1.2 **PERIMETER BOUNDARIES.** The perimeter boundaries will be both the unfinished interior surfaces of the perimeter walls of the Unit extended to meet with each other and the upper and lower boundary of the Unit, and the planes of the interior surfaces of the Unit's windows, doors and other openings that abut the exterior of the building or Common Elements. The exterior surface of the windows shall not be included within the Unit. Exterior doors shall be included within the Unit.

5.2 **EXCLUSIVE USE.** Each Unit Owner will have the exclusive use of such owner's Unit subject to the easements and rights reserved herein.

5.3 **OWNERSHIP.** The ownership of each Unit will carry with it, as appropriate, and whether or not separately described, the following:

5.3.1 **COMMON ELEMENTS AND COMMON SURPLUS.** An undivided share of ownership of the Common Elements and Common Surplus as provided herein.

5.3.2 **LIMITED COMMON ELEMENTS.** Either the exclusive use or use in common with one or more other designated Units of the Limited Common Elements that may exist and be assigned to the Unit.

5.3.3 **ASSOCIATION MEMBERSHIP.** Membership in the Association and voting rights as provided herein.

5.4 **EASEMENTS.** The following easements are hereby reserved and created (in addition to any easements created under the Condominium Act).

5.4.1 **SUPPORT.** Each Unit shall have an easement of support and shall be subject to an easement of support and necessity as necessary to the support of the building, Units and Common Elements.

5.4.2 **UTILITY AND OTHER SERVICES.** Easements are reserved in favor of the Developer, the Association, utility companies and all Unit Owners, under, through and over the drainage in order to serve the Condominium and individual Units (including any easements necessary due to combining, subdividing or reconfiguring Unit boundaries). The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect the same, to install, maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and drainage facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or the easement herein reserved. Such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice. The Association, Unit Owners and their contractors shall have a right to reasonable access for such easement purposes, but shall not exercise such right of access so as to unreasonably interfere with the use of the Unit subject to the easement. The Unit Owner may restrict access to before or after normal business hours. In the event that a Unit Owner exercises the above easement rights or installs utility lines and facilities which causes or results in damage to another Unit, property located therein or the Common Elements, the Unit Owner exercising such easement rights shall be responsible for such damage and shall pay for all repair and replacement costs. The Unit Owner installing such utility lines and facilities shall be responsible for insuring that they do not create noises or nuisances within the Unit in which they are installed. Each Unit shall be separately metered for electricity and power. Water and sewer service charges and solid waste and recycling collection and disposal charges shall be common expenses. The Developer or the Association shall have the right to require any Unit

Owner which uses excess water/sewer to install a separate water/sewer service meter at the Unit Owner's expense in which case such Unit Owner shall not share in the water/sewer charges to the building, but will continue to share the water and sewer service charges for common areas such as irrigation. The Developer or the Association shall also have the right to require businesses which produce excess solid waste to either haul such excess solid waste from the Condominium Property or to pay extra assessments for the same. No Unit Owner shall be permitted to use the trash or waste dumpsters on the site for disposal of construction debris or materials. No Unit Owner shall haul any construction debris or materials from job sites and dump into the trash or waste dumpsters.

5.4.3 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) setting or shifting of the improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, 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.

5.4.4 INGRESS AND EGRESS. A non-exclusive easement in favor of each Unit Owner and their tenants and 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 purpose 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 and designated for such purposes and use.

Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which will restore the property as nearly as practical to its condition before the damage and the cost shall be a Common Expense. The Association shall not be responsible for damage to modifications or alterations made by a Unit Owner, which damage is caused by work performed or ordered to be performed by the Association. Notwithstanding the above, Unit Owner shall be responsible for repairing and replacing any damage caused by the Unit Owner or its contractors, subcontractors, agents or invitees.

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

6.2.1 Cleaning of the interior side of the exterior windows.

6.2.2 Maintenance, repair and replacement of the main entrance door to the Unit, all other doors within or affording access to the Unit and all door hardware and locks.

6.2.3 Maintenance, repair and replacement of the electrical, mechanical and plumbing lines, pipes, fixtures, switches, valves, drains and outlets (including connections) serving only the Unit. In the event that the Unit Owner installs any specialized equipment, such as a generator, on the Common Elements, then the maintenance, repair and replacement of all such specialized equipment and utility lines to such equipment shall be the responsibility of the Unit Owner.

6.2.4 Maintenance, repair and replacement of the circuit breaker panel serving the Unit exclusively.

6.2.5 Maintenance, repair and replacement of all appliances, water heaters, smoke alarms and vent fans serving the Unit exclusively.

6.2.6 Maintenance, repair and replacement of all air conditioning and heating equipment, thermostats, ducts and installations serving the Unit exclusively, including the compressor.

6.2.7 Maintenance, repair and replacement of carpeting and other floor coverings in the Unit.

6.2.8 Maintenance, repair and replacement of the drop ceiling or other ceiling finishes and all wall covering in the Unit.

6.2.9 Maintenance, repair and replacement of other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.

6.2.10 Maintenance, repair and replacement of all interior partition walls which do not form part of the boundary of the Unit.

6.2.11 Repair and replacement of any damage caused by the Unit Owner or its contractors, subcontractors, agents and invitees.

6.2.12 Maintenance, repair and replacement of any business name and suite number placed on the windows or doors provided, however, that all such business names and suite numbers must be approved by the Association. In the event that any business directories are provided, the Unit Owner shall be responsible for installing its name on such directory.

6.2.13 In the event that Unit Owner fails to perform any of the above, the Association shall have the right, but not the obligation, to perform the same and assess the Unit Owner the costs thereof secured by a lien against the Unit.

6.3 OTHER UNIT OWNER RESPONSIBILITIES.

6.3.1 INTERIOR DECORATING. Each Unit Owner is responsible for all finishing and decorating work within his own Unit, including interior partition walls, restrooms, duct work, ceiling finishes, painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, furnishings and interior decorating.

6.3.2 **WINDOW COVERINGS.** The covering and appearance of the windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the approval of, and subject to the rules and regulations of, the Association. All drapes, shades, window coverings or other materials coming into contact with the glass windows shall have a white backing.

6.3.3 **MODIFICATIONS AND ALTERATIONS OR NEGLECT.** If a Unit Owner makes any unauthorized modifications, installations or additions to his Unit or the Common Elements or neglects to maintain, repair and replace items as required by this Section 6, the Unit Owner shall be financially responsible for:

6.3.3.1 All costs incurred by the Association in performing the required maintenance, repair and replacement;

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

6.3.3.3 The costs of removing such modifications, installations or additions. The Association shall have the right to perform any maintenance, repair or replacements which the Unit Owner has failed to do and to assess the Unit Owner for the costs of the same. Such assessment, together with costs and attorney's fees shall be secured by a lien on the Unit.

6.3.4 **USE OF LICENSED AND INSURED CONTRACTORS.** Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the

contractor's insurance. The Board of Directors of the Association may require that each Unit Owner and/or contractor, prior to commencing any construction, place a cash bond with the Association to pay for damage to property and to ensure that construction is timely completed in accordance with approved plans and specifications.

6.4 SERVICE AND MAINTENANCE CONTRACTS. If there shall become available to the Association:

6.4.1 A program of contract maintenance for items which are located within the Units and otherwise the responsibility of the Unit Owner, such as water heaters and/or air-conditioning compressors and/or air handlers and related equipment serving individual Units;

6.4.2 Certain contract services to be delivered within the Units for items otherwise the responsibility of the Unit Owner, such as pest control or cable television;

6.4.3 The Board may enter into any such contracts which the Board determines are to the benefit of the owners generally. The expenses of such contractual undertakings to the Association shall be a Common Expense. All maintenance, repairs and replacements not covered by the contracts shall remain the responsibility of the Unit Owner. Because the expenses are Common Expenses, an election by a Unit Owner not to take advantage of the services or maintenance provided by such contracts shall not excuse the Owner from paying his share of the cost.

6.5 OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED. No Unit Owner may make an alterations, add to, or remove any part of the portions of the Common Elements or Limited Common Elements without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove or require modifications of the proposed work. The Board's decision will be determinative of the matter. The Unit Owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the Unit Owner, including any subsequent maintenance and

restoration. No Unit Owner will do any work that would jeopardize the safety or soundness of the building or impair any easements.

6.6 OWNER ALTERATION OF UNIT RESTRICTED. No Owner of a Unit shall make or permit any structural modifications or alterations in such Unit or connect to the utilities, or install any utility lines, plumbing fixtures, or duct work, or to construct any interior walls within the Unit without first obtaining the written consent of the Board of Directors which consent may be withheld in the event that the Board of Directors determines in their sole discretion that such would adversely affect, or in any manner be detrimental, to the Condominium in part or in its entirety. No Owner shall cause any improvements or changes to be made to the exterior of the Unit, including painting or other decoration or the installation of electrical wiring, antenna, machines or air conditioning units, which may protrude through the walls or roof of the Condominium or in any manner change the appearance of any portion of the building not within the Unit, without the written consent of the Board of Directors being first had and obtained. Prior to commencing any work, a Unit Owner shall delivered proposed plans for the work to the Association for approval. Any work shall be in accordance with the approved plans. The Board of Directors may appoint an Architectural Review Committee to review all plans. In the event that a Unit Owner's use requires a larger water line or water meter, the Unit Owner shall pay for the cost of the same. If a larger water line or meter is required because of the water use of several Owners, the Association may install larger water lines or a meter and assess the costs to those responsible or assess the cost as a Common Expense. Such assessments together with costs and attorneys' fees shall be secured by a lien.

7. COMMON ELEMENTS

7.1 SHARE OF. The Common Elements will be owned by the Unit Owners in undivided shares as set forth in Exhibit "C". Such undivided shares are stated as percentages and are based on the total square footage of each Unit in uniform relationship to the total square footage of all of the Units in the Condominium.

7.2 **USE.** Each Unit Owner and the Association will be entitled to use the Common Elements (except for Limited Common Elements reserved for the exclusive use of certain Unit Owner(s)) in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Units Owners. Any Unit Owner desiring to install specialized equipment in the Common Elements must obtain the written consent of the Association. The Association may establish reasonable requirements as a condition to the granting of such consent including requirements relating to safety and aesthetics. Equipment installed within this area shall remain the property of the Unit Owner. Upon removal of the equipment by the Unit Owner, any utility lines serving such equipment shall be removed or capped at the request of the Association. Certain parking areas shown in the Exhibits to this Declaration shall be Limited Common Elements, but shall be maintained by the Association. Developer may also designate additional dumpster areas as Limited Common Elements appurtenant to a unit or units. Trash removal from these areas as well as the placement of a dumpster shall be the responsibility of the Unit Owner. Maintenance of the dumpster enclosure shall be the responsibility of the Association. Any such Limited Common Elements may be transferred by the Unit Owner of the Unit to which it is appurtenant to another Unit Owner as an appurtenance to that Unit Owner's Unit by executing and recording a transfer of the Limited Common Element with the formalities of a deed and providing a copy to the Association.

7.3 **MATERIAL ALTERATIONS AND ADDITIONS.** Except as provided for in this Declaration and except for the alterations or additions made by a Unit Owner with Association approval, or by the Board of Directors alone for the integrity of the Condominium Property (including compliance with building codes) or by a Unit Owner in connection with the subdivision of Units, combination of Units or alteration of Unit boundaries as provided in Section 4 above, all material alterations or substantial additions to the Common Elements may be effectuated only upon approval of at least 51% of the voting interests of the Association. The

Developer may make material alterations and substantial additions to the Common Elements in connection with the development of the Condominium, without the need for approval from the Association or its members. The Board of Directors may lease or grant or relocate easements or licenses for the use of Common Elements or association property and may charge for such use.

8. **ADMINISTRATION.** The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws attached as Exhibits "D" and "E" as the same may be amended from time to time.

9. **INSURANCE.** In order to adequately protect the Unit Owners, the Association and all parts of the Condominium property and Association property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions.

9.1 **DUTY AND AUTHORITY TO OBTAIN.** The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association and to the extent obtainable, the name of the insured shall be the Association and the Unit Owners and their mortgagees (without naming them), as their interests shall appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional mortgages.

9.2 **BASIC INSURANCE.** The Board will procure insurance in an amount and with such coverages as determined annually by the Board of Directors.

9.3 **FIDELITY BONDING.** The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Secretary and Treasurer of the Association in an amount not less than the minimum required by the Condominium Act from time to time. The Association shall bear the cost of bonding.

9.4 **DIRECTORS AND OFFICERS LIABILITY INSURANCE.** The Association shall obtain and maintain adequate Directors and officers liability insurance utilizing the broad form of policy coverage for all Directors and officers and, if available, committee members of the Association.

9.5 **SHARES OF INSURANCE PROCEEDS.** All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

9.5.1 **COMMON ELEMENTS.** Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as his share in the Common Elements.

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

9.5.3 **MORTGAGEES.** If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgage shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

9.6 **DISTRIBUTION OF INSURANCE PROCEEDS.** Proceeds of insurance policies received by the Association shall be distributed for the benefit of the Unit Owners in the following manner.

9.6.1 **COST OF RECONSTRUCTION OR REPAIR.** If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by to the Association.

9.6.2 **FAILURE TO RECONSTRUCT OR REPAIR.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners. The remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

9.7 **ASSOCIATION AS AGENT.** The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

10. **RECONSTRUCTION OR REPAIR AFTER CASUALTY.** If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

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

10.2 **DAMAGE TO COMMON ELEMENTS - LESS THAN "VERY SUBSTANTIAL".** Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to

repair, restore or rebuild the damage caused by the loss, and the following procedures shall apply:

10.2.1 **ESTIMATES.** The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

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

10.2.3 **"VERY SUBSTANTIAL" DAMAGE.** As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby 3/4ths or more of the total units are rendered unsuitable for business occupation and which cannot be rendered suitable within one hundred and eighty (180) days of commencing repairs in the opinion of the Board of Directors. Should such "very substantial" damage occur, then:

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

10.2.3.1.1 **INSURANCE SUFFICIENT.** If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required (except as may be necessary to pay any deductibles under the insurance policies), then the Condominium property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not

allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated pursuant to Section 15.

10.2.3.1.2 **INSURANCE INSUFFICIENT.** If the insurance proceeds and reserves (exclusive of deductibles) available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least 67% of the voting interests of the Association approve such special assessment, the Condominium shall be terminated pursuant to Section 15. If 67% or more of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

10.2.4 **DISPUTES.** If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Units Owners.

10.3 **APPLICATION OF INSURANCE PROCEEDS.** It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association.

10.4 **EQUITABLE RELIEF.** In the event of very substantial damage to the Condominium Property, and if the property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as

ed by the Board of Directors to be reasonable and the work proceeds without
ational and unwarranted delay to completion.

10.5 PLANS AND SPECIFICATIONS. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings as updated to comply with current building code requirements or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of at least 67% of the voting interests of the Association.

11. USE RESTRICTIONS. 3. The use of the property of the Condominium shall be in accordance with the following restrictions and any Rules and Regulations promulgated by the Board of Directors.

11.1 LAWFUL USE. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

11.2 COMMERCIAL USE. All Units shall be used for non-residential uses as permitted by applicable zoning ordinances. Each Unit shall only be used for the specific type of commercial use for which it initially received approval or for such other commercial use as may be approved by the Board of Directors of the Association. The Association shall approve other commercial uses permitted by the applicable zoning ordinance provided that the use is appropriate to the design of the Condominium Property including the existence of adequate parking, ventilation, plumbing and related facilities. Restricting competition shall not be a valid reason to disapprove a use.

11.3 ACCESS TO UNITS. The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair and replacement of the Common Elements or of any portion of a Unit to be maintained by the

Association pursuant to this Declaration or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. The owner of a Unit has a right of access through the Association to any adjoining Unit as is reasonably necessary in order to maintain, repair or replace parts of the owner's Unit. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the Unit.

11.4 **PARKING.** All parking shall be available for common use of the Unit Owners and their guests and invitees and shall be maintained by the Association, except that any parking spaces (if any) shown in the Exhibits as L.C.E. shall be a Limited Common Element which shall be assigned by the Developer. Any such assigned spaces may be transferred by the appurtenant Unit Owner as provided in Section 7.2.

11.5 **PARKING SPACES - REGULATION.** The Association, subject to Developer approval, shall have the authority to adopt regulations regarding the use of the parking areas including the designation of handicap parking and compact car parking areas and parking regulations. No broken down or disabled vehicles shall be permitted on the Condominium Property. The Condominium Property shall not be used for the outdoor storage or overnight parking of vehicles, unless approved by the Board of Directors.

11.6 **EXCLUSIVE USE - COMMON FACILITIES.** The Association may lease to Unit Owners for appropriate temporary periods of time those portions of the Common Elements rationally appropriate and desirable for exclusive use. In addition, if Developer causes to be constructed pylon or monument signage along S.R. 74, Developer shall be entitled to designate and assign space on the signage to particular businesses. The Association shall pay all costs of maintenance, repair and replacement of pylon/monument signage and shall

assess Unit Owners for a share of such maintenance, repair and replacement based on such Owner's prorated share of all signage as determined by the Association.

11.7 **NUISANCES PROHIBITED.** No person shall engage in any practice, exhibit any behavior nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

12. **LEASE, CONVEYANCE, DISPOSITION.** The purpose and object of this Section is to maintain a compatible business community with other financially responsible persons or companies. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance and disposal of the Units by Owners shall be subject to the following provisions:

12.1 **ASSOCIATION APPROVAL REQUIRED.** Except for Developer sales, transfers and leases and sales, transfers or leases to a trust, partnership, corporation, limited liability company or other business entity in which the Unit Owner or a family member of a Unit Owner has an interest and except for sales, transfers and leases made in connection with the sale of all or substantially all of the assets of a business entity, no Owner may sell, lease, give or otherwise transfer ownership of a Unit, or any interest therein, in any manner without the prior written approval of the Association. The approval shall be a written instrument. For all Unit transfers of title other than transfers from the Developer and leases, the approval or exception to the approval must be recorded in the Manatee County, Florida Public Records. The granting of a mortgage shall not be deemed to be a transfer and shall not require Association approval.

12.1.1 **DEVISE OR INHERITANCE.** Approval shall not be required for any transfer by devise or inheritance, however, written notice of the same shall be given to the Association.

12.1.2 **LEASES.** Approval of leases need not be recorded. All leases must provide, and if they do not, shall be deemed to provide the agreement of the lessee(s) to

abide by all of the Condominium Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination and eviction and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them. Each Unit Owner irrevocably appoints the Association as Owner's agent authorized to bring actions in Owner's name and at Owner's expense including actions for injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Unit Owner at or before the commencement of the lease term.

12.2 APPROVAL PROCEDURE. The approval of the Association shall be obtained as follows:

12.2.1 WRITTEN NOTICE. Not later than thirty (30) days before the transfer of ownership occurs, or the first day of occupancy under a lease or lease with option to purchase, legal written notice shall be given to the Association by the Owner of his intention to sell or transfer his interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the contract, lease or other documents for the transaction and if the transfer will involve a change in the use of the Unit, a description of the new proposed use. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time, whichever is greater.

12.2.2 ASSOCIATION'S OPTIONS. The Association must, within thirty (30) days after receipt of all the information required above, either approve or disapprove of the proposed transfer or lease and the change in proposed use. If the Association disapproves the proposed transfer or lease, then upon written demand of the Owner, the Association must furnish an alternate purchaser if it approves or the Association may itself elect to purchase and

the Owner must sell or transfer to such alternate purchaser or to the Association upon the same terms set forth in the proposal given the Association. If the Association only disapproves of the new proposed use, the Association shall not be required to provide an alternate purchaser. If the Association fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction and the Association shall, upon demand, provide a recordable certificate of approval.

12.2.3 CLOSING DATE. The sale or other transfer shall be closed within sixty (60) days after an alternate purchaser or transferee has been furnished or the Association has elected to purchase.

12.2.4 NOTICE OF DISAPPROVAL. If the Association disapproves the proposed transaction, notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer or lease until such time as all unpaid assessments and all court costs and attorney's fees (if any) incurred by the Association and due and owing for the Unit have been paid.

12.3 JUDICIAL SALES. Judicial sales are exempt from this Section, as well as deeds in lieu of foreclosure to Institutional Mortgagees.

12.4 UNAPPROVED TRANSACTIONS. Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13. COMPLIANCE AND DEFAULT. Each Unit Owner, each tenant and other invitee shall be governed by and shall comply with the provisions of the Condominium Act as amended from time to time and the Condominium Documents.

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

13.2 **COSTS AND FEES.** In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

13.3 **NO WAIVER OR RIGHTS.** The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

14. **AMENDMENTS.** Except for amendments to subdivide Units, combine Units or alter Unit boundaries, which shall be governed by Section 4, or except as otherwise specifically provided in this Declaration, amendments to any of the Condominium Documents shall be in accordance with the following:

14.1 **REQUIREMENTS.** An Amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present) and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.

14.2 **CORRECTORY AMENDMENT.** Whenever it shall appear to the Board of Directors that there is a defect, error or omission in any of the Condominium documents or in

order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

14.3 **REGULAR AMENDMENTS.** Amendments may be enacted by a favorable vote of the owners of at least sixty-seven percent (67%) of the voting interests in the Association who are present in person or by proxy at a meeting at which a quorum has been established.

14.4 **DEVELOPER AMENDMENTS.** Until relinquishment of Developer control of the Board of Directors (Turnover), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits or to the plan of development, as may be required by any lender, governmental authority or as may be, in Developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

14.5 **MORTGAGEE APPROVAL.** Amendments materially affecting the rights or interests of Institutional Mortgagees must have the approval of the holders of such affected mortgagees of record. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Manatee County, Florida.

14.6 **DEVELOPER'S RIGHTS.** No amendment to this Declaration or any of the Condominium Documents shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer holds any Units for sale in the ordinary course of business or owns land not yet submitted to the Condominium.

14.7 **WRITTEN AGREEMENTS.** Any approval of Unit Owners on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written consent or agreement, without a meeting (which consent or agreement may be in counterparts).

15. **TERMINATION.** The termination of the Condominium shall be carried out in accordance with the following:

15.1 **BY AGREEMENT.** The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three-fourths (34ths) of the voting interest in the Association, and of the holders of institutional mortgages.

15.2 **WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE.** If the Condominium suffers "very substantial damage" to the extent defined in Section 10.2.3 above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

15.3 **PROCESS OF TERMINATION.** Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Manatee County, Florida.

15.3.1 The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate shall also include the name and address of the "Termination Trustee" which shall be the Association, unless the Association designates a Florida financial institution with trust powers or a licensed Florida attorney to act as Termination Trustee and shall be signed by the Trustee indicating willingness to serve in that capacity.

15.3.2 The Recording of that Certificate of Termination automatically divests the Association of title to all Association property (if the Association designates a third party to act as Termination Trustee) and divests all Unit Owners of legal title to their respective Condominium parcels and vests legal title in the Termination Trustee named in the Certificate of Termination to all real and personal property which was formerly the Condominium property or Association property, without need for further conveyance. Beneficial title to the former

Condominium and Association property shall be transferred to the former Unit Owners as tenants in common, in the same undivided shares as each owner previously owned in the common elements, without further conveyance. All liens shall be transferred to the Unit Owner's beneficial share in the former Condominium and Association property attributable to the Unit originally encumbered by the lien, with the same priority.

15.4 WIND-UP OF ASSOCIATION AFFAIRS. The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration and in the Articles of Incorporation and Bylaws to the extent necessary to and for the sole purpose of, winding up the affairs of the Association in accordance with this Section.

15.5 TRUSTEE'S POWERS AND DUTIES. The Termination Trustee shall hold legal title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees and other line holders, as their interest shall appear. If the former Unit Owners approve a sale of the property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the purchase and to distribute the proceeds in accordance with the provisions of this Section. If the Association designates a third party, such Termination Trustee may charge a reasonable fee for acting in such capacity and the fee as well as costs and expenses incurred by the Termination Trustee in the performance of its duties shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association property and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely upon the

written instructions and information provided to it by the officers, directors and agents of the Association and shall not be required to inquire beyond such information and instructions.

15.6 PARTITION; SALE. Following termination, the former Condominium property and Association property may be partitioned and sold upon the application of any Unit Owner. If following a termination at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee and the Termination Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale and upon the consummation of the sale, shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium and Association property within one (1) years after the recording of the certificate of termination, the Termination Trustee may proceed to sell the property without agreement by the Association of the former Unit Owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

15.7 NEW CONDOMINIUM. The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

15.8 PROVISIONS SURVIVE TERMINATION. The provisions of this Section 15 are covenants running with the land and shall survive the termination of the Condominium Unit all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and shall have the power to levy assessments to pay the costs and expenses of the Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to and take priority over all other liens.

16. **PROVISIONS PERTAINING TO THE DEVELOPER.** While Developer holds any Unit for sale, none of the following actions may be taken without approval in writing by the Developer:

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

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

17. **RIGHTS OF MORTGAGEES.**

17.1 **RIGHTS TO INFORMATION.** Upon receipt by the Association from any Institutional Mortgagee of a written request specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee the following and for which the Association may charge a reasonable fee:

17.1.1 **FINANCIAL STATEMENTS.** A copy of a financial statement of the Association for the immediately preceding fiscal year; and

17.1.2 **INSURANCE CANCELLATION.** Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association property or any improvements thereon or any fidelity bonds of the Association, except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

17.1.3 **FAILURE TO NOTIFY.** The failure of the Association to send any such notice to any such mortgagee, guarantor or insurer shall have no effect on any meeting, action or thing which was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

18. **ENFORCEMENT OF ASSESSMENT LIENS.** Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association may also bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the Unit Owner during his occupancy if so ordered by the Court shall be required to pay a reasonable rental. If the Unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect late charges, interest, at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

18.1 **CREATION AND ENFORCEMENT OF CHARGES.** The Association shall have cause of action against Unit Owners to secure payment to the Association by Unit Owners of all charges, costs and expenses to the Association which cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

19. **ASSOCIATION AGREEMENTS.** The Association is authorized to enter into agreements to acquire leaseholds, easements and other possessory or use interest in lands or facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners.

20. **CONDEMNATION.**

20.1 **DEPOSIT OF AWARDS WITH ASSOCIATION.** The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit

Owners, the Unit Owners shall deposit the awards with the Association and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of his award or in the amount of that award shall be set off against any sums payable to that owner.

20.2 DETERMINATION WHETHER TO CONTINUE CONDOMINIUM.

Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 10 above for determining whether damaged property will be reconstructed and repaired after a casualty.

20.3 DISBURSEMENT OF FUNDS. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

20.4 ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed a each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

20.5 UNITS REDUCED BUT USABLE. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made usable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

20.5.1 RESTORATION OF UNIT. The Unit shall be made usable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the Unit.

20.5.2 DISTRIBUTION OF SURPLUS. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

20.6 UNIT MADE USABLE. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made usable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

20.6.1 PAYMENT OF AWARD. The fair market value of the Unit immediately prior to the taking as determined by agreement between the Unit Owner and the Association or by arbitration in accordance with Section 20.6.4 following shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and the mortgagee(s).

20.6.2 ADDITION TO COMMON ELEMENTS. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors.

20.6.3 ADJUSTMENT OF SHARES IN COMMON ELEMENTS. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total remaining square footage of units.

20.6.4 ARBITRATION. If the fair market value of a unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the mortgagees, if any, and the Association shall each appoint an M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of

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

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

20.8 AMENDMENT OF DECLARATION. Changes in the Unit, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by the Board of Directors of this Condominium, without the consent of any mortgagee being required for any such amendment.

21. VOTING. Each Unit shall be entitled to a number of votes equal to the Unit's percentage interest in the Common Elements and Common Surplus. The vote shall be cast by the owner of the Unit or its proxy in accordance with the provisions of the Articles of Incorporation and Bylaws.

22. FUTURE DEVELOPMENT EASEMENTS. Developer, for itself and its successors and assigns, reserves easements over the Common Elements of the Condominium Property as necessary or desirable to complete future development and the construction and use of the Units and the property described as Additional Phases whether added to this Condominium or developed as separate property. Such easements shall include easements for ingress/egress to S.R. 64, parking, construction access, utilities and drainage. This section of the Declaration may not be amended without the written consent of the Developer.

23. SEVERABILITY AND NON-WAIVER. If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or

word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. The failure of the Association of the Declarant in any instance, to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

24. SURFACE WATER MANAGEMENT SYSTEM. The Surface Water Management System shall mean any portions of the Condominium Property or the land described in Exhibit "A-1" as Additional Phases, including improvements thereon, which are designed and constructed or implemented for the management and/or storage of surface waters, drainage and flood protection in any permits issued by Southwest Florida Water Management District and/or any other applicable governmental agency including but not limited to retention areas, conservation areas, culverts, catch basins and pipes.

24.1 MAINTENANCE. The Association shall be responsible for maintaining the Surface Water Management System in compliance with all approvals, codes, permits and regulations of the Southwest Florida Water Management District and any other applicable governmental authorities.

24.2 MODIFICATION TO SYSTEM OR DECLARATION. No modifications shall be made to the Surface Water Management System which changes the flow of drainage of surface water nor shall any amendment be made to this Declaration which would affect the Surface Water Management System or the responsibility of the Association to maintain and operate such system, without the approval of the Southwest Florida Water Management District and any other applicable governmental agencies.

24.3 ENFORCEMENT. The Southwest Florida Water Management District, the Association and each Unit Owner or property owner in the Initial Phase and Additional Phases shall have the right to enforce, by a proceeding at law or in equity, the provisions

contained in this Declaration which relate to the maintenance and operation of the Surface Water Management System against the responsible entity.

24.4 **EASEMENT.** Developer hereby grants to the Association a non-exclusive easement for drainage and flow of surface water over and across any portion of the Surface Water Management System which is not included within the Condominium Property and hereby reserves in favor of Developer, its successors and/or assigns, a non-exclusive easement for drainage and flow of surface water over and across any portion of the Surface Water Management System which is included within the Condominium Property. Both the Initial Phase and the Additional Phases shall be burdened with these easements for drainage and flow of surface water in a manner consistent with the approved Surface Water Management System. These easements may not be terminated without the written consent of the Association and the Developer, or its successors or assigns.

THIS DECLARATION OF CONDOMINIUM and Exhibits hereto made and entered into this _____ day of _____, 2001.

WITNESSES:

LAKESIDE OFFICE PARK,
a Florida corporation

Signature

By:
Name:
Title:

Printed Name: _____

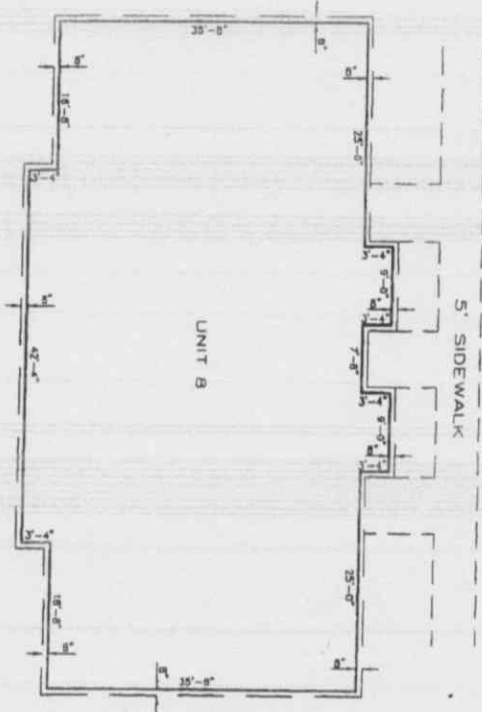
Signature

Printed Name:

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of June, 2001, by _____ as _____ of Lakeside Office Park, a Florida corporation. He is personally known to me or has produced as identification.

Notary Public

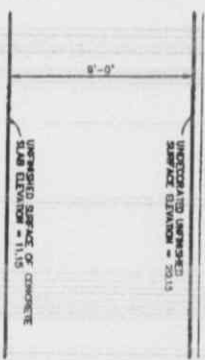


BUILDING 8, PHASE 3
GRAPHIC DESCRIPTION

THE LAKESIDE OFFICE PARK PHASE 3
A CONDOMINIUM

SEC. 28, TWP. 34 S., RGE. 22 E.,
MIAMI-DADE COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK PAGE
SHEET 1 OF 4



UPPER & LOWER BOUNDARIES
(NOT TO SCALE)

\\Legal1\sys1\Rasmus. Mark\lakeside office park\declaration of condominium.wpd

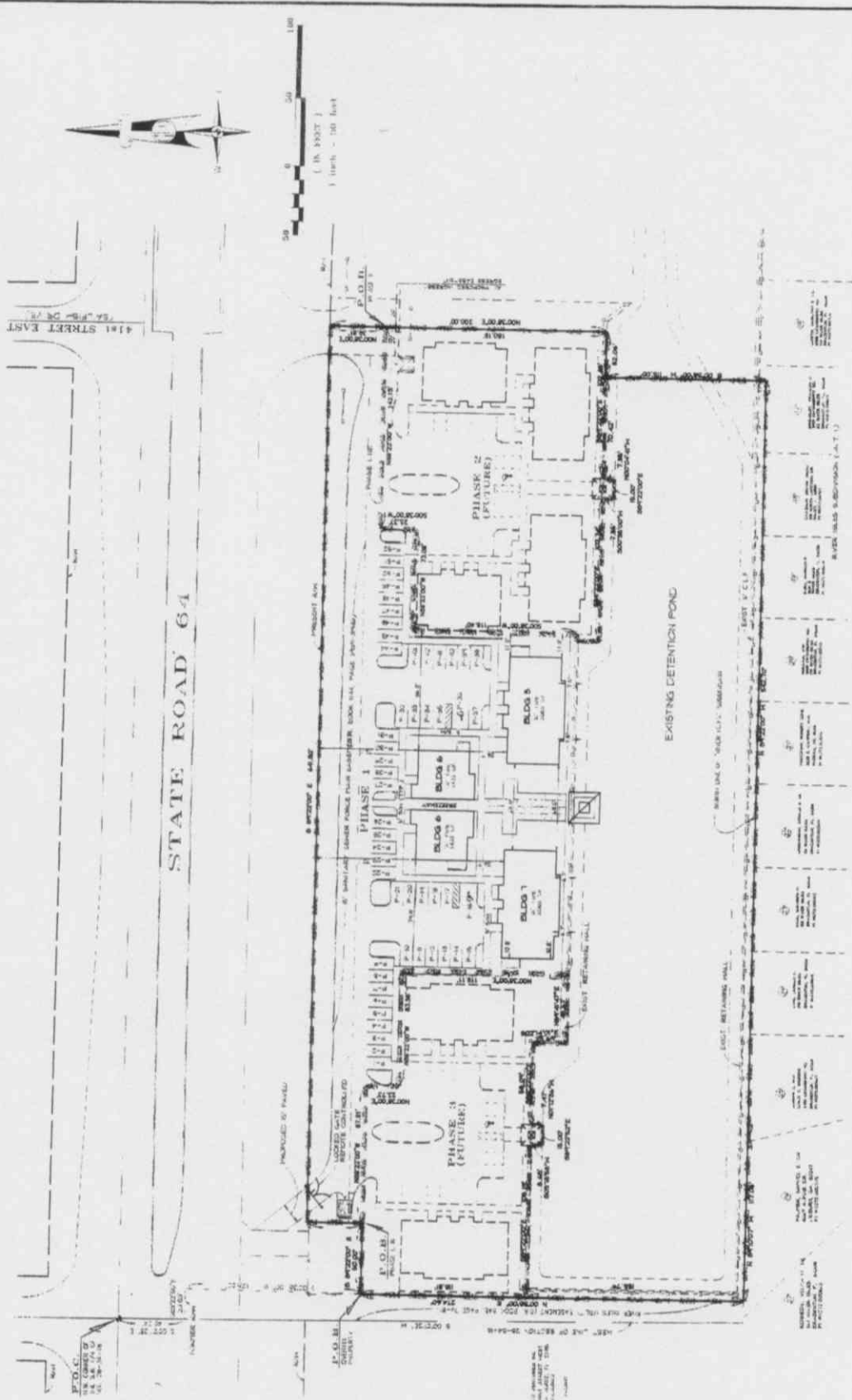
Printed Name:
My Commission Expires:

THE LAKESIDE OFFICE PARK A CONDOMINIUM

IN
SEC. 28, TWP. 34 S., RGE. 22 E.,
MANATEE COUNTY, FLORIDA

- NOTES:**
1. SHADINGS ARE BASED ON THE WEST LINES OF SEC. 28, TWP. 34 S., RGE. 22 E., MANATEE COUNTY, FLORIDA.
 2. THIS PROJECT IS IN FLOOD ZONE "A" & "X" AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNIT-174710-01, REVISION 11/26/83.

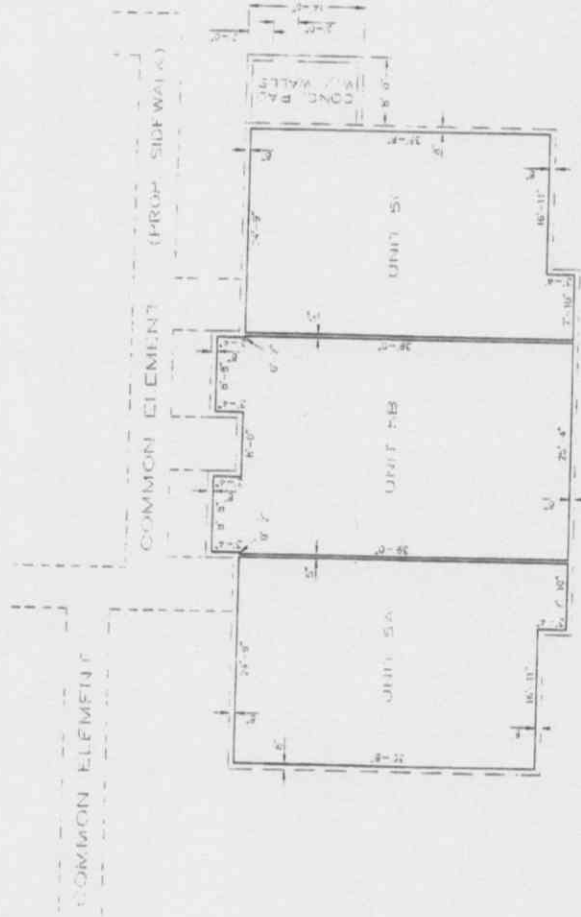
- ABBREVIATIONS:**
- P.S.M. - PROFESSIONAL SURVEYOR AND MAPPER
 - A.S.C. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING
 - S.C. - SECTION
 - TWP. - TOWNSHIP
 - R. - RANGE
 - D.S. - DEGREE
 - G.T.P.M. - GEODETIC TRIANGULATION
 - S. - SQUARE FEET
 - S/W - SEE ONLY
 - P.V.N. - FOOTING
 - C.L. - CENTER LINE



GEORGE F. YOUNG, INC.
REGISTERED PROFESSIONAL ENGINEER
MANATEE COUNTY, FLORIDA

THE LAKESIDE OFFICE PARK
 A CONDOMINIUM

IN
 SEC. 26, TWP. 34 S., RGE. 22 E.,
 MANATEE COUNTY, FLORIDA



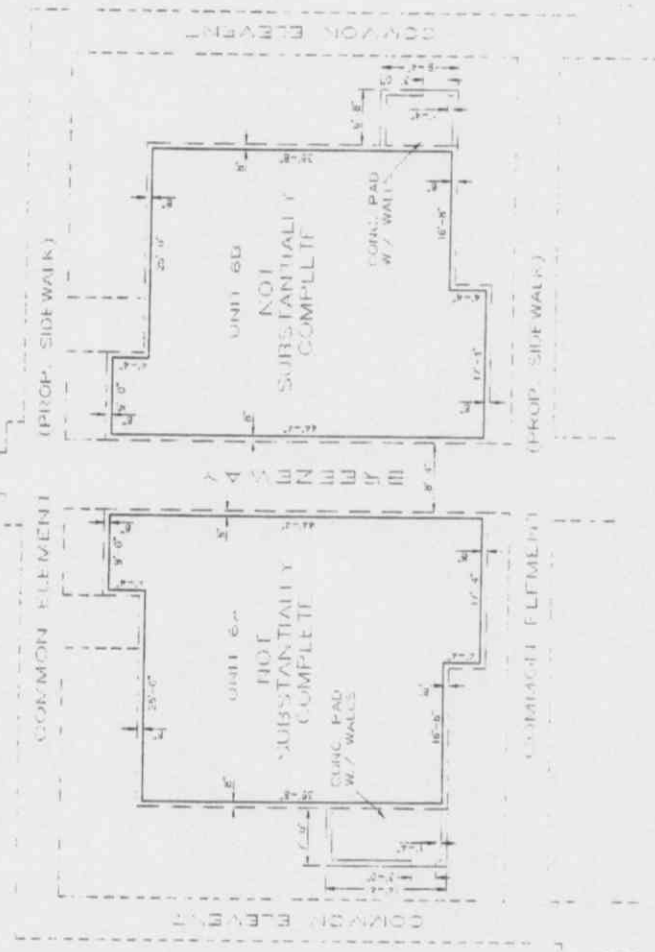
UPPER & LOWER BOUNDARIES

(NOT TO SCALE)

BUILDING 5, PHASE I
GRAPHIC DESCRIPTION

THE LAKESIDE OFFICE PARK
 IN
 A CONDOMINIUM

SEC. 28, TWP. 34 S., RGE. 22 E.,
 MANATEE COUNTY, FLORIDA



BUILDING 6, PHASE I
GRAPHIC DESCRIPTION

UPPER & LOWER BOUNDARIES



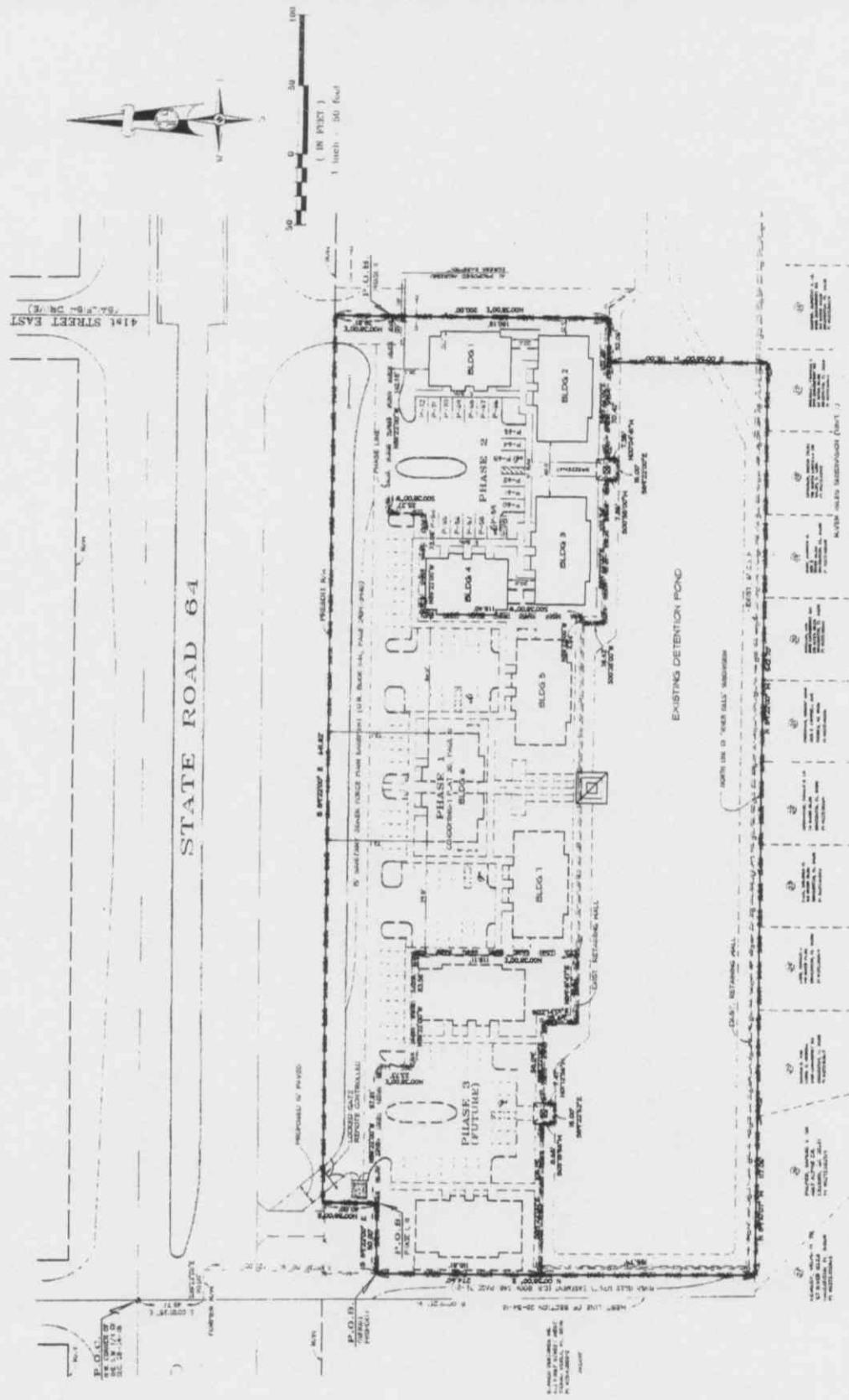
THE LAKESIDE OFFICE PARK PHASE 2
A CONDOMINIUM
IN
SEC. 28, TWP. 34 S., RSE. 22 E.,
MANATEE COUNTY, FLORIDA

NOTES

1. BEARINGS ARE BASED ON THE BEST USE OF S.C. 28, TWP. 34S., RSE. 22E., BEING S 60°17'25" W 1455.80(2)
2. THIS PROPERTY LIES IN FLOOD ZONE "X" & "C", AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLEMA COMPLIANCE PLAN, FC 13025 D0017 C, REVISED 11/16/83

ABBREVIATIONS

- P.S.R. - PROFESSIONAL SURVEYOR AND MAPPER
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- IMP. - IMPROVEMENT
- 48L - 48 HOUR
- OR. - OFFICIAL RECORD
- S. - SOUNDING
- 1.1 - 1.1
- 1.2 - 1.2
- 1.3 - 1.3
- 1.4 - 1.4
- C.L. - CURB LINE

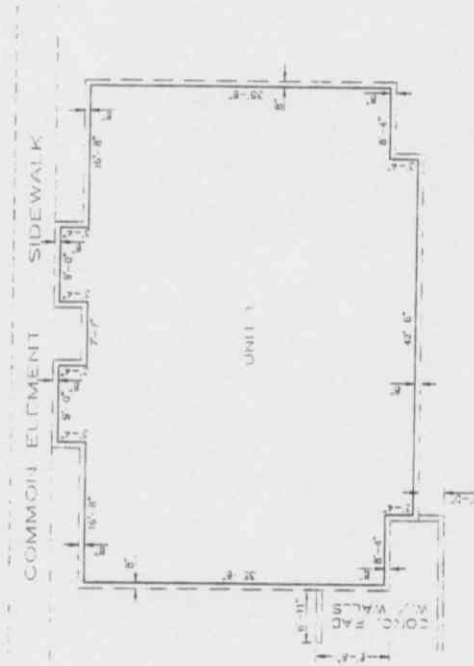


PLOT PLAN

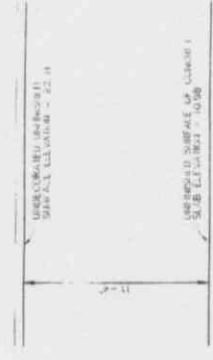
THE LAKESIDE OFFICE PARK PHASE 2

A CONDOMINIUM

IN
 SEC. 28, TWP. 34 S., RGE. 22 E.,
 MANATEE COUNTY, FLORIDA



BUILDING 1, PHASE 2
GRAPHIC DESCRIPTION

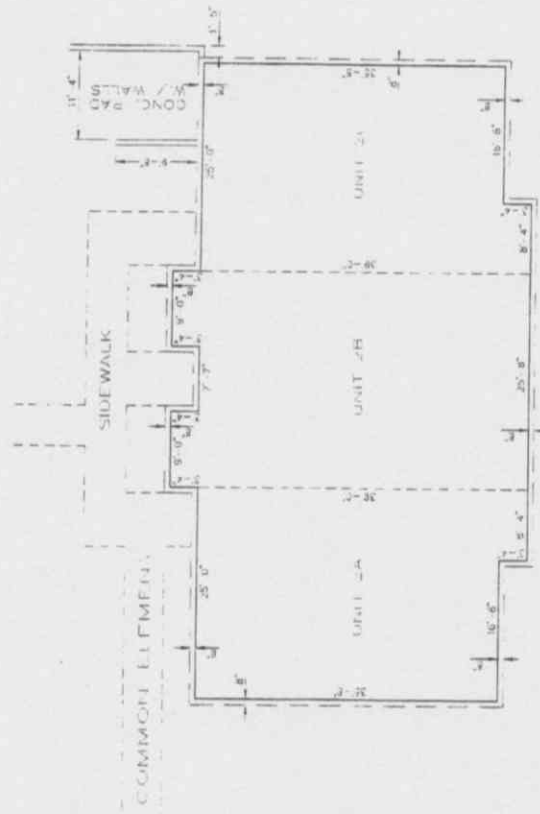


UPPER & LOWER BOUNDARIES
 (NOT TO SCALE)

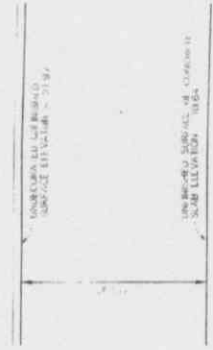
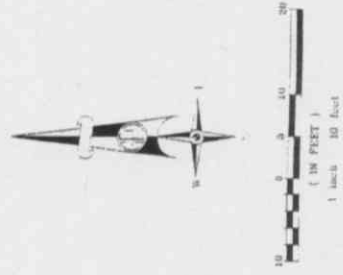
THE LAKESIDE OFFICE PARK PHASE 2

A CONDOMINIUM

IN
SEC. 28, TWP. 34 S., RGE. 22 E.,
MANATEE COUNTY, FLORIDA



BUILDING 2, PHASE 2
GRAPHIC DESCRIPTION

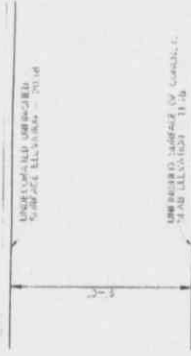
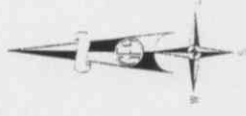
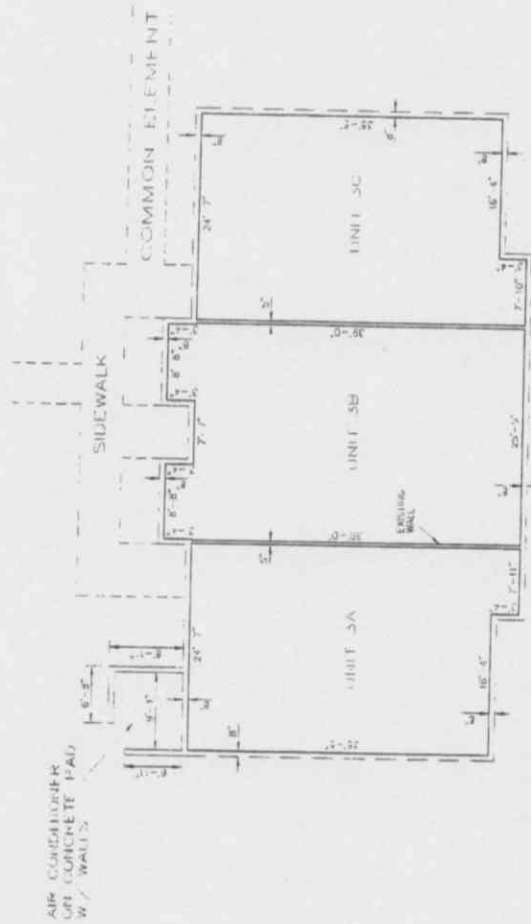


UPPER & LOWER BOUNDARIES
FOOT (11.40 FT)

THE LAKESIDE OFFICE PARK PHASE 2

A CONDOMINIUM

IN
SEC. 28, TWP. 34 S., RGE. 22 E.,
MANATEE COUNTY, FLORIDA

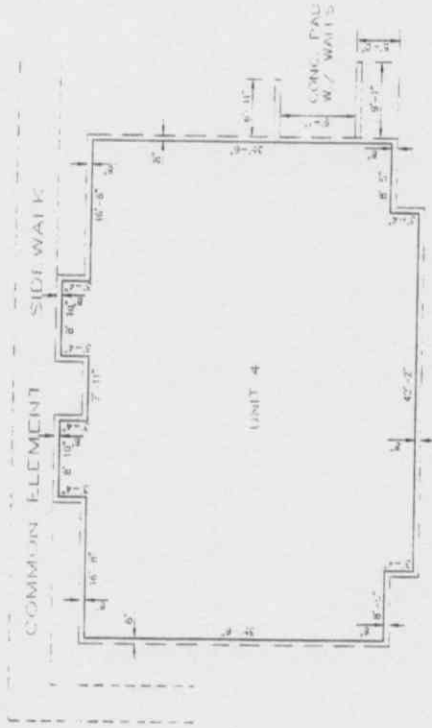
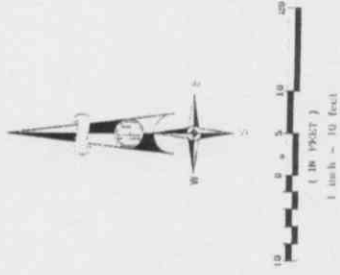


BUILDING 3, PHASE 2
GRAPHIC DESCRIPTION

UPPER & LOWER BOUNDARIES
1/8" = 1'-0" SCALE

THE LAKESIDE OFFICE PARK PHASE 2
IN
A CONDOMINIUM

SEC. 28, TWP. 34 S., RGE. 22 E.,
MANATEE COUNTY, FLORIDA



BUILDING 4, PHASE 2
GRAPHIC DESCRIPTION



UPPER & LOWER BOUNDARIES
(SEE TO SCALE)

FILED AND RECORDED
BY E. B. SMOKE, CLERK
MANATEE COUNTY, FLA.
5/24/2006

BK 1847 PG 5443 DKT # 1811061
FILED AND RECORDED 7/22/2003 3:04:34 PM 1 of 1
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL
CLERK'S CERTIFICATE OF PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC: PLEASE NOTE THE FOLLOWING
CONDOMINIUM HAS BEEN RECORDED IN THE PUBLIC
RECORDS OF MANATEE COUNTY, FLORIDA:

THE LAKESIDE OFFICE PARK PHASE 3

IN CONDOMINIUM BOOK 31 PAGE 67 THRU 70

R.B. SHORE
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY: _____

Katherine Macchi
DEPUTY CLERK

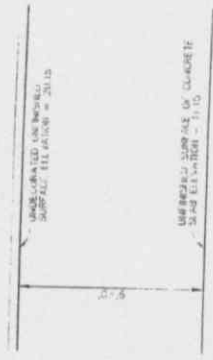


THE LAKESIDE OFFICE PARK PHASE 3 A CONDOMINIUM

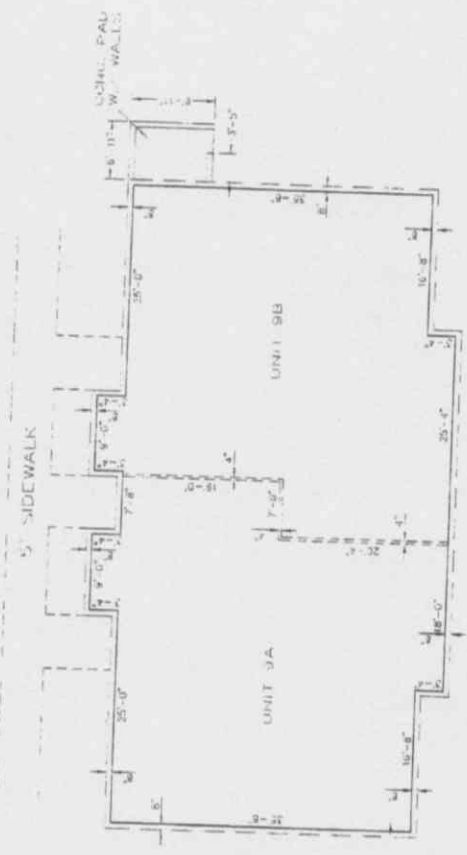
IN
SEC. 28, TWP. 34 S., RGE. 22 E.,
MANATEE COUNTY, FLORIDA



FILED AND RECORDED
7/24/03 @ 3:04 PM
R. P. SOOK, CLERK
MANATEE COUNTY, FLA.



UPPER & LOWER BOUNDARIES
(NOT TO SCALE)



BUILDING 9, PHASE 3
GRAPHIC DESCRIPTION

CLERK'S CERTIFICATE OF PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC: PLEASE NOTE THE FOLLOWING
CONDOMINIUM HAS BEEN RECORDED IN THE PUBLIC
RECORDS OF MANATEE COUNTY, FLORIDA:

THE LAKESIDE OFFICE PARK

IN CONDOMINIUM BOOK 30 PAGE 81 THRU 85 .

R.B. SHORE
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY:



DEPUTY CLERK



OV 1915 PG 7760
DN 1115 PG 7760 DKT # 1551763
FILED AND RECORDED 12/5/01 3:11:39 PM 1 of 1
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

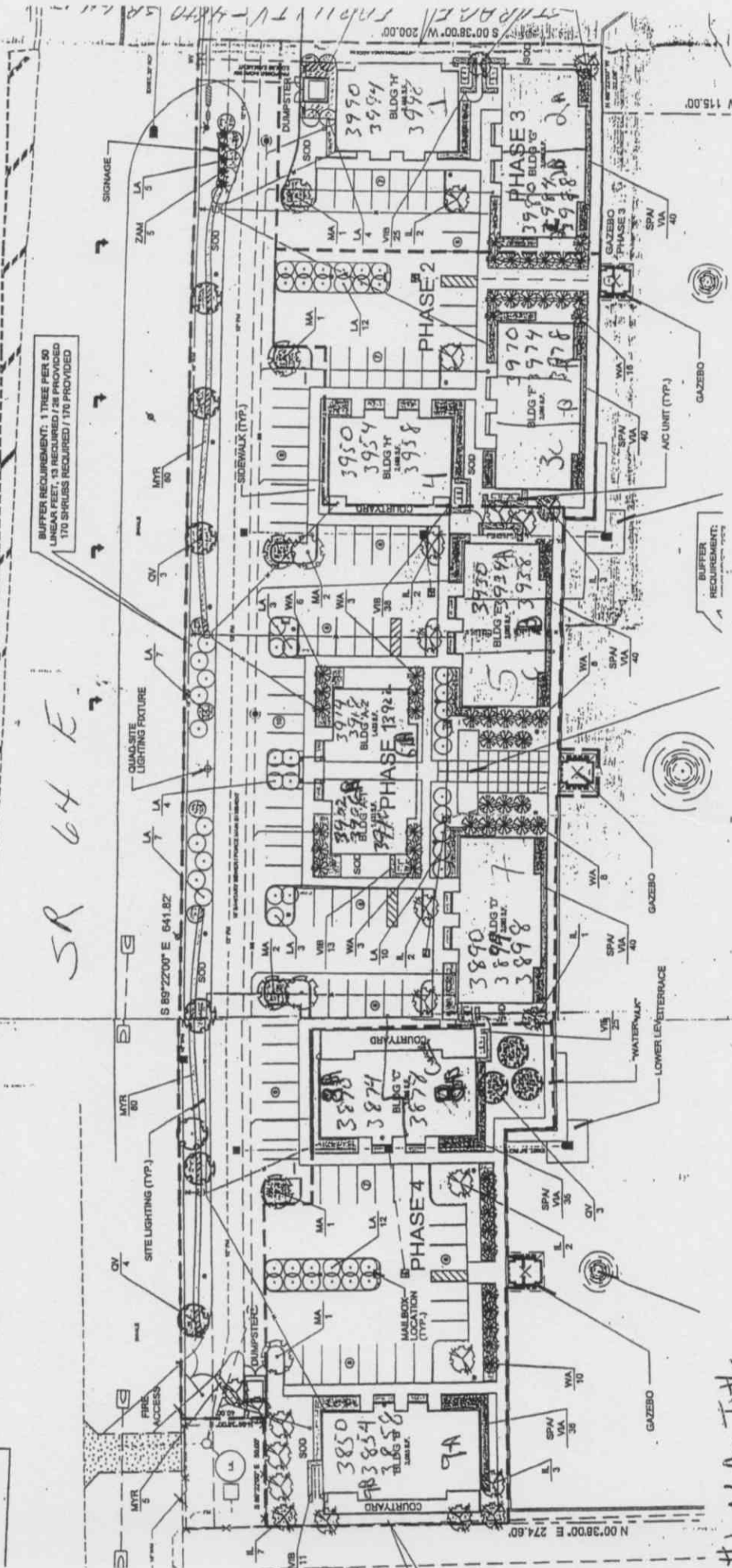
**ALL ADDRESSES ARE:
SR 64 E, BRADENTON, FL 34208**

2 AIRN PER BLUC



SR 64 E

BUFFER REQUIREMENT: 1 TREE PER 50
LINEAR FEET, 13 REQUIRED / 28 PROVIDED
170 SHRUBS REQUIRED / 176 PROVIDED



LAKESIDE OFFICE PART

#1 N. Am. Title

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Robert F. Greene, Esquire
GREENE & SCHERMER
1301 Sixth Avenue West, Suite 400
Bradenton, FL 34205
File No. 27111.003

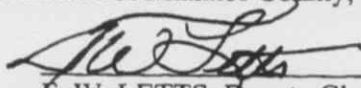
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FILED AND RECORDED 10/11/2002 11:53:58 AM 1 of 1
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

CLERK'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MANATEE

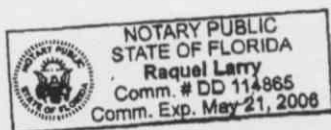
BEFORE ME, the undersigned authority, personally appeared F. W. LETTS, as Deputy Clerk for R. B. Shore, Clerk of the Circuit Court of Manatee County, Florida, who deposes and says that:

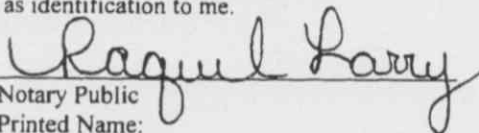
1. I am sui juris and make this Affidavit from my own personal knowledge.
2. I am duly employed as a Deputy Clerk in and for Manatee County, Florida, and in such capacity, it is among my duties to be familiar with the correct names of Condominiums, together with the correct recording reference for Plat, Deed Books and Official Record Books recorded in Manatee County, Florida; and
3. To the best of my knowledge, the only Declaration of Condominium for Lakeside Office Park, Phase I, is found in Official Records Book 1715, Page 7761, as amended in Official Records Book 1748, Page 6091, and Official Records Book 1748, Page 6093, all of the Public Records of Manatee County, Florida.


F. W. LETTS, Deputy Clerk

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing Affidavit was acknowledge before me this the 11th day of October, 2002, by F. W. LETTS, as Deputy Clerk of the Circuit Court, who is personally known to me, or who produced personally known as identification to me.




Notary Public
Printed Name:
Commission Expires:
(SEAL)

THIS AFFIDAVIT IS BEING RECORDED TO CORRECT SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTIONS OF THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA:

1. **Warranty Deed recorded in Official Records Book 1721, Page 2339;**
2. **Real Estate Mortgage recorded in Official Records Book 1721, Page 2347;**
3. **Mortgage recorded in Official Records Book 1721, Page 2340;**
4. **Notice of Termination recorded in Official Records Book 1721, Page 2336;**
5. **Partial Release of Mortgage recorded in Official Records Book 1718, Page 6556; and**
6. **Any and all other documents recorded for Lakeside Office Park, Phase I, which may have set forth the incorrect recording of the Declaration of Condominium.**

Exhibit "D"

BY-LAWS OF
LAKESIDE OFFICE PARK CONDOMINIUM ASSOCIATION, INC.
A Corporation Not-for-Profit Under the Laws
of the State of Florida

ARTICLE I. IDENTIFICATION

1.1 Identity: These are the By-Laws of LAKESIDE OFFICE PARK CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida, hereinafter called the "Association," the Articles of Incorporation of which were filed in the office of the Secretary of State on _____.

1.2 Purpose: The Association has been organized for the purpose of administering LAKESIDE OFFICE PARK, a Commercial Condominium (the "Condominium"), created by the recording of the Declaration of Condominium in the Public Records of Manatee County, Florida (the "Declaration"), to which these By-Laws are attached, in accordance with and pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act." The Condominium is a commercial condominium containing condominium units (the "Units"), the record owners ("Owners" or "Unit Owners") of which shall be members of the Association. Unit Owners will become members upon receiving record title to a Unit.

1.3 Principal Office: The principal office of the Association shall be as provided in the Articles of Incorporation, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.4 Fiscal Year: The fiscal year of the Association shall be from January 1 through December 31 of each year.

1.5 Seal: The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not-for-profit" and the year of incorporation.

(SEAL)

1.6 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 Bylaws shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE II. MEMBERS

2.1 Qualification: The members of the Association shall consist of all of the record Owners of Condominium Units in LAKESIDE OFFICE PARK, a Commercial Condominium.

2.2 Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his or her ownership. The Association shall maintain such information and may rely upon the accuracy of the same for all purposes until notified in writing of changes therein as hereafter provided. 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.

2.3 Change of Membership: After receiving the approval of the Association as required in the Declaration, change of membership in the Association shall be established by recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing record title to a Unit in the name of a Unit Owner or Owners, and by delivering to the Association a copy of such recorded instrument. The Owner designated by such instrument shall thereupon become a member of the Association and the membership of the prior Owner is thereby terminated.

2.4 Designation of Voting Representative: If a Unit is owned by one person, his or her 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 need not be a Unit Owner. Those certificates 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.

2.5 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, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration or these By-Laws.

2.6 Restraint Upon Assignment of Shares and Assets: The share of a member in the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his or her Unit.

ARTICLE III. MEETINGS OF 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, 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 January 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 Members Meetings: Notice of a meeting of members, stating the time

and place and the purpose(s) for which the meeting is called, and including an agenda, 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 sent by mail to each Unit Owner in the manner provided in the Declaration, 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, nor more than sixty (60) days, prior to the date of the meeting. The posting shall be for at least fourteen (14) continuous days. Proof of posting and mailing of the notice shall be given by affidavit of the person providing the notice or by a United States postal service certificate of mailing.

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 her (or his or her 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. No other proof of notice of a meeting shall be required.

3.4 Quorum: A quorum at a members' meeting shall consist of the persons entitled to cast a majority of the votes of the entire membership of the Association, either present in person or by proxy. The acts approved by a majority of the voting interests represented at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation, or these By-Laws. Such votes may be by proxy, as hereinafter provided, or by written votes signed by the Unit Owner, witnessed, and in the hands of the Secretary prior to the actual vote at the meeting.

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 any 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. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves; that is, more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained, 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 and not of the members themselves.

3.6 Proxies: Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division of

Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. 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, signed by the person authorized to cast the vote for the Unit (as above described), 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, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted. Holders of proxies need not be Unit Owners.

3.7 Adjournments: 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 notice 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, as far practical, at all other members' meetings shall be:

- (a) Call to Order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member, officer or a director);
- (c) Calling of the roll and certifying of the proxies;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of Directors to be elected;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business; and
- (m) Adjournment.

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

3.9 Right To Participate: Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Owner to speak on such items in its discretion. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as

to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

At least 48 hours' prior notice shall be given to the secretary of the Association by any Unit Owner desiring to make an audio or video tape of the meeting.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

ARTICLE IV. DIRECTORS

4.1 Board of Directors: 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. Directors may not vote at Board meetings by proxy.

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 meeting of the members, or as needed to fill a vacancy. The Board may create or appoint a search committee which shall not have the authority to nominate any candidate.

(b) Not less than sixty (60) days before the annual meeting of the members, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of the election.

(c) Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Secretary of the Association not less than 40 days before a scheduled election. Written notice shall be effective when received by the Secretary or other person designated by the Secretary. Accompanying the written notice shall be a candidate information sheet if desired by the candidate. For purposes of this rule, written notice to the Secretary or other person designated by the Secretary shall be deemed adequate written notice on the Secretary. Written notice shall be accomplished in accordance with one or more of the following methods:

(i) By certified mail, return receipt requested, directed to the Secretary or other person designated by the Secretary; or

(ii) By personal delivery to the Secretary or other person designated by the Secretary; or

(iii) By regular U.S. mail, facsimile, telegram, or other method of delivery to the Secretary or other person designated by the Secretary.

(d) Upon receipt by the Secretary or other person designated by the Secretary of any written notice by personal delivery that a Unit Owner or other eligible person desires to be a candidate for the Board of Directors, the Secretary or other person designated by the Secretary shall issue a written receipt acknowledging delivery of the written notice.

(e) Upon request of a candidate, the Association shall, with the second notice of election, mail or personally deliver to all eligible voters at the address indicated in the official records a copy of an information sheet which may describe the candidate's background, education, and qualifications as well as other factors deemed relevant by the candidate. The costs of mailing or delivery and copying shall be borne by the Association. The information contained therein shall not exceed one side of the sheet which shall be no larger than 8-1/2 inches by 11 inches. The failure of the Association to mail or personally deliver a copy of the timely delivered information sheet of each eligible candidate to the eligible voters shall render any election held null and void. The Association shall not edit, alter, or otherwise modify the content of the information sheet. The Association shall have no liability for the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

(f) Together with the written notice and agenda, the Association shall mail or deliver to the eligible voters at the address listed in the official records a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the Unit or Unit number being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall contain only one ballot. If a person is entitled to cast more than one ballot, separate inner envelopes shall be used for each ballot. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association.

(g) The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board of Directors and who gave written notice to the Association not less than 40 days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. The failure of the written ballot to indicate the name of each eligible candidate who gave written notice in the manner prescribed shall render any election so held null and void. No ballot shall indicate which candidate or candidates are incumbents on the Board. No ballot shall contain a section providing for the signature of a voter. All ballot forms utilized by the Association, whether those mailed to voters or those cast at a meeting, shall be uniform in color and appearance.

(h) Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner and at the time provided herein.

(i) Any envelopes containing ballots shall be collected by the Association and shall be transported to the location of the duly called meeting of the Unit Owners. The Association at the meeting shall have available additional blank ballots for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection (g) above. Each envelope and ballot shall be handled in the following manner, either by the Board or by a person or persons appointed by the Board. At the meeting, as the first order

of business, ballots not yet cast shall be collected. Next, the signature and Unit identification on the outer envelope shall be checked against a list of qualified voters, unless previously verified as provided in paragraph (ii) below. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded," and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. At least twenty percent (20%) of the eligible voters must cast a ballot in order for there to be a valid election of members of the Board of Directors. Provided said number of ballots has been cast, then, in the presence of any Unit Owners in attendance, all inner envelopes shall be first removed from the outer envelopes and shall be placed into a receptacle. Upon the commencement of the opening of the outer envelopes the polls shall be closed, and no more ballots shall be accepted. The inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of the Unit Owners. Any inner envelope containing more than one ballot shall be marked "Disregard," and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not shall be retained with the official records of the Association.

(ii) If the Association desires to verify outer envelope information in advance of the meeting it may do so as provided herein. An impartial committee designated by the Board may, at a duly noticed meeting, which shall be open to all Unit Owners and which shall be held on the date of the election, proceed as follows. For purposes of this rule, "impartial" shall mean a committee whose members do not include any of the following or their spouses: (1) current board members; (2) officers; and (3) candidates for the Board. At the committee meeting, the signature and unit identification on the outer envelope shall be checked against the list of qualified voters. The voters shall be checked off on the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded," and any ballots contained therein shall not be counted.

(i) Any voter who requires assistance to vote by reason of blindness, disability, or inability to read or write, may request the assistance of a member of the Board of Directors or other Unit Owner to assist in casting his vote. If the election is by voting machine, any such voter before retiring to the voting booth, may have a member of the Board of Directors or other Unit Owner or representative, without suggestion or interference, identify the specific vacancy or vacancies and the candidates for each. If a voter requests the aid of any such individual, the two shall retire to the voting booth for the purpose of casting the vote according to the voter's choice.

(j) At a minimum, all voting machines shall meet the following requirements:

(i) Shall secure to the voter secrecy in the act of voting;

(ii) Shall permit the voter to vote for as many persons and offices as he is lawfully entitled to vote for, but no more;

(iii) Shall correctly register or record, and accurately count all votes cast for any and all persons;

(iv) Shall be furnished with an electric light or proper substitute, which will give sufficient light to enable voters to read ballots; and

(v) Shall be provided with a screen, hood, or curtain which shall be made and adjusted so as to conceal the voter and his or her actions while voting.

(k) There shall be no cumulative voting and no voting by proxy. When both the Developer and Unit Owners other than the Developer are entitled to representation on the Board, vacancies shall be filled in accordance with Rule 61B-23.0021(13) Florida Administrative Code. Vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to

fill the vacancy, in which case the election procedure must conform to the requirements of Article 4.2 of these Bylaws.

(l) (i) Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all of the voting interests. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as herein required for a meeting of unit owners, which notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately and the recalled member or members of the Board of Directors shall turn over to the Board of Directors any and all records of the Association in his or her possession within seventy-two (72) hours after the meeting. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail and the Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board five (5) full business days any and all records of the Association in his or her possession. Notwithstanding the foregoing, if the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board of Directors shall, within five full business days, file with the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums, a petition pursuant to the procedures of Section 718.1255, Florida Statutes. The unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Association in his or her possession within five (5) full business days of the effective date of the recall.

(ii) If the Board of Directors fails to duly notice a board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the Unit Owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the Board of Directors any and all records and property of the Association.

(iii) If a vacancy occurs on the Board of Directors as a result of the recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in these Bylaws. If vacancies occur on the Board of Directors as a result of a recall and a majority or more of the members are removed, the vacancy shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums.

(m) Notwithstanding the foregoing to the contrary, an election and balloting are not required (i) unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board or (ii) if there is only one candidate for election to fill the vacancy.

4.3 Term: Except as provided herein to the contrary, the term of each Director's service shall extend to the next annual meeting of the members and thereafter until his or her successors are duly elected and qualified or until he or she 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.

4.4 Organizational Meeting: The organizational meeting of newly elected or appointed Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and will generally be held immediately

following the meeting at which they were elected. If not held at that time, the meeting will be rescheduled with at least a forty eight (48) hour notice being given in accordance with 4.6 below.

4.5 Regular Meeting: 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 the regular meeting shall be given to each Director, personally or by mail, telephone or telegraph at least forty eight (48) hours prior to the day named for such meeting.

4.6 Special Meetings: Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally or by mail, telephone or telegraph which notice shall state the time and place and purpose of the meeting.

4.7 Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum: A quorum at Director's 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 act of the Board of Directors; except where approval by a greater number of Directors is required by the Act, the Declaration, or these By-Laws.

4.9 Voting: Each Director shall have one (1) vote on all matters coming before the Board. Directors may not vote by proxy or by secret ballot except that officers may be elected by secret ballot. A vote or absenteeism for each member present shall be recorded in the minutes.

4.10 Adjournment of Meeting: If, at any 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. At any adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted only after the rescheduled meeting has been noticed in accordance with Articles 4.5 and 4.6 above.

4.11 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action taken at a meeting, by signing and concurring in the minutes thereof, shall constitute the presence of such Director for the purpose of approving such minutes and the actions taken but not for the purposes of creating a quorum.

4.12 Directors' Meeting: Meetings of the Board of Directors shall be open to all Unit Owners, and notices of such meeting which shall incorporate an identification of agenda items shall be posted conspicuously on the Condominium Property at least forty-eight continuous (48) hours in advance of such meeting, except in an emergency. Any item not included in the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which non emergency special assessments, or at which amendments to rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. If there is no Condominium Property upon which notice can be posted, notices of Board meetings shall be mailed or delivered to each unit owner at least fourteen (14) days prior to the meeting.

4.13 Presiding Officer: The presiding officer of the Directors' meeting shall be the President. In the absence of the President, the Directors shall designate one of their number to preside.

4.14 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll Call
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers, if any
- (f) Unfinished business
- (g) New business
- (h) Adjournment

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

4.15 Members Right to Attend: Any meeting of the Board of Directors or its Committee (hereafter defined) at which a quorum is present is open to all Unit Owners. Any Unit Owner may tape record or video tape the meeting subject to such reasonable rules the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums may adopt and promulgate. The Unit Owner's right to speak at the meeting shall be subject to reasonable rules adopted by the Board of Directors in respect to the frequency, duration and manner of Unit Owner statements.

4.16 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.17 Committees. The Board may by resolution create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable. As used herein, the term "Committee" shall, for purposes of notices of meetings and the rights of Unit Owners with respect to meetings, pertain to those committees meeting the definition thereof set forth in the Act; provided, however, that this shall not prevent the Board of Directors from forming other Committees.

4.18 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) Directors during the period that Developer is entitled to appoint a majority of the Directors, as hereinafter provided. Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such Director(s), Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums, the name and mailing address of the Director(s) elected. Unit Owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of 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 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 Developer in the ordinary course of business; or (e) seven (7) years after the date the Declaration is recorded, whichever occurs first. Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

(a) Transfer of Control. Developer may transfer control of the Association to Unit Owners other

than Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign without replacing them, whereupon it shall be the affirmative obligation of Unit Owners other than Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than Developer are entitled to elect a member or members of the Board of Directors, or sooner if Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(b) Relinquishment of Control. At the time the Unit Owners other than Developer elect a majority of the members of the Board of Directors of the Association, Developer shall relinquish control of the Association and such Unit Owners shall accept such control. At that time (except as to subparagraph (vii), which may be up to ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, 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:

i) 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.

ii) A certified copy of the Articles of Incorporation of the Association.

iii) A copy of the By-Laws of the Association.

iv) The minute books, including all minutes, and other books and records of the Association.

v) Any rules and regulations which have been adopted.

vi) Resignations of resigning officers and Board members who were appointed by Developer.

vii) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited by an independent certified public accountant 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. All financial statements shall be prepared in accordance with generally accepted accounting principals and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy. 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.

viii) Association funds or the control thereof.

ix) 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.

x) A copy of the plans and specifications utilized in 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 utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

xi) Insurance policies.

xii) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

xiii) 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.

xiv) A list of the names and addresses, of which Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors and suppliers utilized in the construction or remodeling of the Improvements and the landscaping of the Common Elements.

xv) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

xvi) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on Developer's records.

xvii) Leases of the Common Elements and other leases to which the Association is a party, if applicable.

xviii) 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.

xix) All other contracts to which the Association is a party.

ARTICLE V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association existing under the Act, Declaration, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to the approval of the Unit Owners, when such is specifically required. 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.

(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 9.2 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 in accordance with the Declaration.

(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.

(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. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing before a committee of other Unit Owners to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit. If the committee does not agree with the fine, the fine may not be levied.

(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; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of Developer as long as Developer owns any 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) 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.

(r) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

(s) The Board of Directors shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right of way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

5.1 Enforcement: The Board of Directors shall enforce by legal means, provisions of the Condominium, Declaration, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the Condominium Property. In the event that the Board of Directors determines that any Unit Owner is in violation of any of the provisions of the Act, the Declaration, the By-Laws, Articles of Incorporation, or Rules and Regulations, the Board, or any agent of the Board designated for that purpose, shall notify the Unit Owner of the nature of the violation. If said violation is not cured within five (5) days or if said violation consists of acts or conduct by the Unit Owner, and such other acts or conduct are repeated, the Board may levy a fine of a sum not exceeding \$100 per offense against the Unit Owner. Each day during which the violation continues shall be deemed a separate offense provided no fine shall in the aggregate exceed \$1,000. The defaulting Unit Owner shall be entitled to a hearing before other Unit Owners, upon reasonable written notice of not less than 14 days, specifying the provision of the Declaration, By-laws or Rules and Regulations which have been allegedly violated, the date, time and place of the hearing, and a statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

5.2 Record of Mortgages on Units: The Board of Directors shall maintain a book, or other written record, of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either an "institutional mortgagee" or not, as the case may be. Each Unit Owner must notify the Association of any mortgage on his or her Unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his Unit. This record shall be open for inspection, or for copying, by all institutional mortgagees holding mortgages on the Condominium Property, during business hours. The record shall not be opened to the inspection of any others.

5.3 Response to Written Inquiry: Upon receipt by the Board of Directors of a written inquiry filed by a Unit Owner by certified mail, the Board of Directors shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry by either giving a substantive written response to the inquirer notifying the inquirer that a legal opinion has been requested, or notifying the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums. If the Board of Directors requests advice from the Division, it shall, within ten (10) days of receipt of the advice, provide a written substantive response to the complainant. If a legal opinion is requested, the Board of Directors shall provide a written substantive response within sixty (60) days after the receipt of the inquiry. Failure to provide a substantive response as herein provided shall preclude the Board of Directors from recovering attorneys' fees and costs in any subsequent litigation, administrative

proceeding or arbitration arising out of the complaint. The Board of Directors may adopt reasonable rules and regulations regarding the frequency and manner of responding to inquires, including that the Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period.

ARTICLE VI. OFFICERS

6.1 Officers and Election: The executive officers of the Association shall be a President, who shall be a Director; a Treasurer and Secretary and/or Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or the Assistant 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 may elect such other officers and designate their powers and duties as the Board shall find necessary to properly 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 or she shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from time to time, from among the members or others as he or she may in his or her discretion determine appropriate, and to assist in the conduct of the affairs of the Association. He or she shall serve as Chairman at all Board and Membership meetings.

6.3 Vice President: The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall also generally assist the President, and exercise 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 and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the giving and serving of all notices to the members and directors, and other notices required by law and the Condominium documents. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association, as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer: The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He or she 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.

6.6 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. This Section is subject at all times to the prohibitions set forth in the Act with respect to what are commonly referred to as "kickbacks."

6.7 Resignation: 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.

6.8 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or with which he or she may become involved by reason of being or having been a Director or officer at the time such expenses are or were incurred, except when the Director or officer was guilty of willful misfeasance or willful malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

7.1 Accounts: Receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate.

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year from which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds, the balance in this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year or to fund reserves.

(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserves for Replacement: Reserves for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments: Reserves for betterments shall be used for capital expenditures for additional improvements or additional personal property that will become part of the Common Elements. Reserves for betterments shall be budgeted within the sole discretion of the Board of Directors.

7.2 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 7.18.504(20), Florida Statutes, 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. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners

has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

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 budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) 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.

ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners (i.e., 10% of the voting interests in the Association), a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 50% of all the Units (including Units owned by Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into 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, as herein defined, 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 7.2(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.

7.3 Assessments: Assessments against a Unit Owner for his or her share of the items of the budget shall be made in accordance with the provisions of the Declaration. Assessments shall be determined in advance on or before December 20 preceding the year for which the Assessments are made. Such Assessment shall be due in four (4) equal quarterly instalments, one of which shall be due on the first day of each calendar quarter for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment and quarterly payments thereon shall be due from the first day of each quarter until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and the Assessments may be amended at any time by the Board of Directors,

subject to the provisions of Section 7.2 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 quarters of the fiscal year left as of the date of such amended Assessments, each such quarterly installment to be paid on the first day of the quarter, commencing the first day of the next ensuing quarter. If only a partial 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.

7.4 Acceleration of Assessment Installment 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 next twelve (12) months of the Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to the Unit Owner by certified mail, whichever shall first occur.

7.5 Assessments for Emergencies: Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be made only after notice of the need for such is given to the Unit Owners. After such notice the Assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of Assessment.

7.6 Depository: The depository of the Association shall be in such bank or banks or other qualified financial institutions 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 such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

7.7 Financial Reporting: The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Expenses for lawn care;
- (e) Cost for maintenance and repair;

- (f) Insurance costs;
- (g) Administrative and salary expenses; and
- (h) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.

7.8 Fidelity Bond: Fidelity bonds shall be required by the Board of Directors from all persons who control or disburse funds of the Association, including those authorized to sign checks and the President, Secretary and Treasurer of the Association. The amount of such bonds shall be determined by the Directors but in any event shall not be less than the maximum funds that will be in the custody of the Association or its management agent at any one time for each such person. The premiums on such bonds shall be paid by the Association. In the case of a person providing management services to the Association and required to be licensed pursuant to Section 468.43, Fla. Stat., the cost of bonding may be reimbursed by the Association, provided such person shall provide to the Association a certificate of insurance in the amount not less than the maximum funds that will be in the custody of the Association or its management agent at any one time

7.9 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.

7.10 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.

ARTICLE VIII. PARLIAMENTARY RULES

8.1 Parliamentary Rules: Robert's Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association and the Board of Directors when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

ARTICLE IX. MISCELLANEOUS

9.1 Policy of Nondiscrimination. The Board of Directors of the Association is empowered to approve or disapprove of purchasers and lessees of Condominium Units and the Board shall make reasonable rules, regulations, and standards governing the approval or disapproval of purchasers or lessees which regulations and standards shall be designed to maintain a community of congenial residents of good character and with sufficient financial ability to timely pay the Assessments of the Association and taxes and other requirements for payments resulting from residence in the Condominium. However, no person shall be denied the right to purchase or lease a Unit because of race, religion, sex, national origin, marital status or handicap. Such standards by which purchasers and lessees within the Condominium shall be qualified, shall be drafted by or under the direction of the first elected Board of Directors after the Developer relinquishes control of the Association.

9.2 Rules and Regulations. Rules and regulations (the "Rules and Regulations") concerning the use of portions of the Condominium may be hereafter adopted by the Board of Directors. 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 regulations be adopted which would prejudice the rights reserved to Developer.

9.3 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.

9.4 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.

9.5 Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association.

- a. The plans, permits, warranties and other items provided by Developer pursuant to Section 718.301(4), Florida Statutes;
- 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 all amendments thereto;
- 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 and Regulations of the Association;
- f. A book or books containing the ~~minutes~~ minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
- 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 records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
 - l. Accurate, itemized, and detailed records for all receipts and expenditures.
- i) 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.

ii) All audits, reviews, accounting statements, and year-end financial information of the Condominium.

iii) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

m. 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 relates;

n. All rental records where the Association is acting as agent for the rental of Units;

o. A copy of the current Question and Answer sheet, in the form required by the Division, which shall be updated annually,

p. All other records of the Association not specifically listed above but which are related to the operation of the Association.

The official records of the Association shall be maintained in the State of Florida.

The official records of the Association are open to inspection by any Association member or the authorized 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, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation and By-Laws and Rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in the Act on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding the foregoing, the following records shall not be accessible to Unit Owners:

(aa) A record which was prepared by an Association attorney or prepared at the attorneys' 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.

(bb) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.

(cc) Medical records of Unit Owners.

9.6 Approval by Unit Owners as to Certain Litigation. The approval of a majority of all Unit Owners shall be required prior to the institution of any litigation by the Association other than litigation (i) to collect Assessments or enforce liens securing such Assessments, or (ii) to enforce

occupancy and use restrictions set forth in this Declaration. In addition, the approval of a majority of all Unit Owners shall be required prior to the levy of a Special Assessment which in whole or in part is for the purpose of funding attorneys' fees and costs incurred in connection with any litigation that requires Unit Owner approval as above provided. This paragraph controls over any contrary provision of this Declaration. The purpose of this paragraph is to discourage unnecessary litigation by the Association and to provide for concurrence by Unit Owners prior to commencement of certain litigation.

9.7 Waiver of Jury Trial. All Unit Owners, the Association, the Developer and all other persons or entities that now or hereafter claim an interest in the Condominium Property hereby waive the right to a jury trial with regard to any litigation involving one or more of the aforesaid parties. It is the intent of this paragraph that any litigation, including without limitation, any litigation by the Association or Unit Owners against the Developer be tried by a judge without a jury in order to expedite such proceedings, to limit costs and expenses to be incurred, and to permit technical issues to be determined by the judge.

ARTICLE X. AMENDMENT

10.1 Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

10.2 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.

10.3 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. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(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 100% of the entire Board of Directors; or

(b) after control of the Association has been turned over to 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.

10.4 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.

10.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to these 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.

The foregoing was adopted as the By-laws of LAKESIDE OFFICE PARK CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the state of Florida at the first meeting

of the Board of Directors on the _____ day of _____, 2001.

LAKE OFFICE PARK CONDOMINIUM
ASSOCIATION, INC.,

By: _____
Name: Brit Svoboda
Title: President

Attest: _____
Mark K. Rasmus, Secretary

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
DEC 04 AM 9:52

ARTICLES OF INCORPORATION

FOR

LAKESIDE OFFICE PARK OF BRADENTON CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE 1
NAME

The name of the corporation shall be LAKESIDE OFFICE PARK OF BRADENTON CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation shall be referred to as the "Articles," and the By-Laws of the Association shall be referred to as the "By-Laws."

ARTICLE 2
PRINCIPAL ADDRESS

The principal office and address of the corporation shall be 8880 Terrene Court, Bonita Springs, Florida 34135.

ARTICLE 3
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, as it exists on the date hereof (the "Act") for the operation of that certain commercial condominium located in Manatee County, Florida, and known as LAKESIDE OFFICE PARK, a Commercial Condominium (the "Condominium"). The Association shall automatically assume all rights, powers and duties provided for herein and in the Act, the By-Laws and the applicable Declaration of Condominium (the "Declaration"), upon recordation of the Declaration in the Public Records of Manatee County, Florida, naming the Association as the association being responsible for the operation of the Condominium.

ARTICLE 4
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5
POWERS

The powers of the Association shall include and be governed by the following:

5.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

5.2 **Enumeration.** The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant

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to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, and to exercise such authority as may reasonably be necessary to effectuate its objectives under the Declaration, as the same may be amended from time to time as therein provided.
- (b) To assess, levy, collect and enforce payment, by any lawful means, assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Association) and to use the proceeds thereof in the exercise of its powers and duties.
- (c) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (d) To hold, convey, lease and mortgage Condominium Property for the benefit of the Unit Owners.
- (e) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
- (f) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (g) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- (h) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, By-Laws, and the Rules and Regulations for the use of the Condominium Property.
- (j) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which 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, collections 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 Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (k) To employ personnel to perform the services required for the proper operation of the Condominium.
- (l) To operate and maintain the improvements, facilities and systems utilized in connection with the storm and surface water collection, retention, detention, drainage and disposal services for the Condominium (the "surface water management system").

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5.3 Association Property. 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.

5.4 Distribution of Income: Dissolution. The Association shall make no distribution of income to its members, directors or officers, and 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 Act, Chapter 617, Florida Statutes; provided that in the event of dissolution, the surface water management system shall be conveyed to an appropriate agency of local government, and if it is not accepted, then it shall be dedicated to a similar non-profit corporation.

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those hereof and of the Declaration and By-Laws to the extent that the Act is more restrictive.

ARTICLE 6 MEMBERS

6.1 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 persons who were members at the time of such termination, together with their successors and assigns.

6.2 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.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, each Owner shall have voting rights, which votes shall be determined as to number of votes and exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning two (2) or more Units shall be entitled to voting rights for each Unit owned.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

ARTICLE 7 TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8 INCORPORATOR

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

<u>NAME</u>	<u>ADDRESS</u>
Robert F. Greene	1301 Sixth Avenue W, Suite 400 Bradenton, Florida 34205

ARTICLE 9
OFFICERS

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 the filling of 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:

<u>President:</u>	Brit E. Svoboda	8880 Terrene Court Bonita Springs, FL 34135
<u>Secretary/Treasurer:</u>	Mark K. Rasmus	8880 Terrene Court Bonita Springs, FL 34135

ARTICLE 10
DIRECTORS

10.1 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) directors. Directors, other than designees of the Developer, must be members of the Association.

10.2 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.

10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members, and may be elected to staggered terms, in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Developer's Directors. The 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.

10.5 First 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:

<u>NAME</u>	<u>ADDRESS</u>
Brit E. Svoboda	8880 Terrene Court Bonita Springs, FL 34135
Mark K. Rasmus	8880 Terrene Court Bonita Springs, FL 34135
Jason P. Rasmus	8880 Terrene Court Bonita Springs, FL 34135

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ARTICLE 11
INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any person who was or is a party of or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, 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 or her in connection with such action, suit 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 or she did not act in good faith or in a manner he or she 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 or she had reasonable cause to believe his or her 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 or she 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 or she had reasonable cause to believe that his or her conduct was unlawful.

11.2 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 11.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fee) actually and reasonably incurred by him or her in connection therewith.

11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such actions, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 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 or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 11 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 12
BY-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.

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**ARTICLE 13
AMENDMENTS**

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

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.

13.2 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. Directors and members not present in person or by proxy at the meeting considering the amendment may express their concurrence in writing, provided that such concurrences shall not be used for the purpose of creating a quorum and further provided the approval is delivered to the Secretary at or prior to the meeting. The approval must be:

- (a) by not less than 75% of the votes of all of the voting interests of the Association, and by not less than 75% of the entire Board of Directors, or
- (b) by not less than 80% of the votes of all of the members of the Association.

13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4 or 5.5 of Article 5, entitled "Powers", 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 effect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective.

13.4 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.

13.5 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 Manatee County, Florida. The amendment shall be valid when recorded with identification on the first page of the book and page number of the public records where the Declaration was recorded.

**ARTICLE 14
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 1301 Sixth Avenue W, Suite 400, Bradenton, Florida 34205, 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 Robert F. Greene.

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

Witnesses:

Geraldine A. Mills
Print Name: Geraldine A. Mills

Donna S. Bower
Print Name: Donna S. Bower

Robert F. Greene
Robert F. Greene
Address: 1301 60th Avenue W, Suite 400
Bradenton, FL 34205

STATE OF FLORIDA)
COUNTY OF MANATEE) SS:

The foregoing instrument was acknowledged before me this 4TH day of December, 2001, by Robert F. Greene. He is personally known to me.

Geraldine A. Mills
Notary Public
Printed Name: GERALDINE A. MILLS
My Commission No. Notary Public, State of Florida
My Commission Expires. My comm. expires June 1, 2004
Comm. No. CC941200
ID 377653

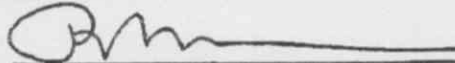
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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

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, at Bonita Springs, Florida, the corporation named in the said articles has named Robert F. Greene, located at 1301 Sixth Avenue W, Suite 400, Bradenton, FL 34205, as its statutory registered 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.



Robert F. Greene
REGISTERED AGENT

DATED December 4, 2001.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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- ABBREVIATIONS**
- P.S.A. - PROFESSIONAL SURVEYOR AND MAPPER
 - P.O.C. - POINT OF COMMENCEMENT
 - P.A.C. - POINT OF ADJACENCY
 - P.L.C. - POINT OF LOCATION
 - REC. - RECORD
 - SEC. - SECTION
 - TWP. - TOWNSHIP
 - BLK. - BLOCK
 - Q.R. - QUARTER
 - S.F. - SQUARE FEET
 - S/W. - SIDEWALK
 - CL. - CENTERLINE
 - CL. - CHAIN LINK FENCE

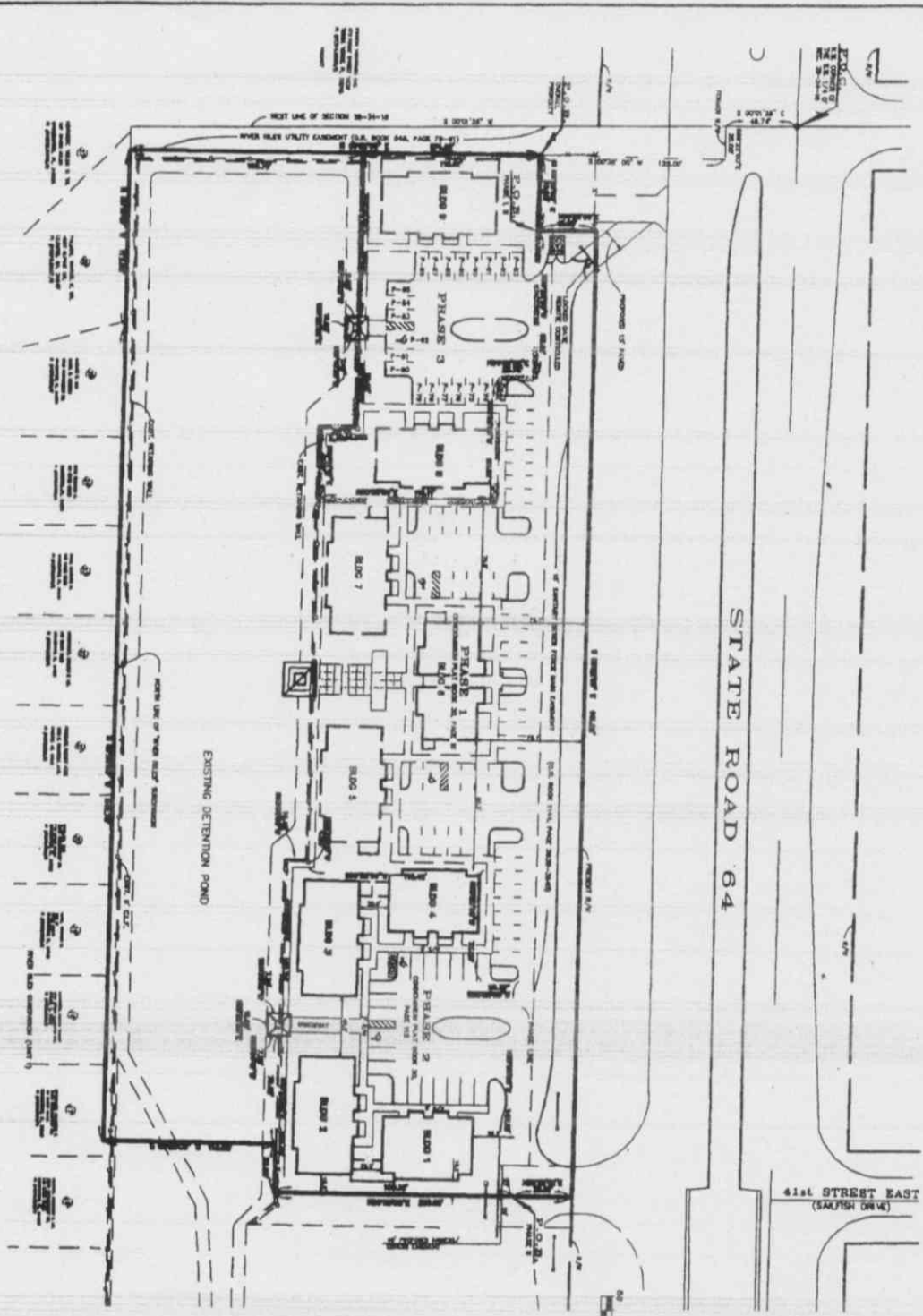
- NOTES**
1. BEYOND ARE BASED ON THE WEST LINE OF SEC. 28, TWP. 34 S., RGE. 22 E., BEING S. 07°12' W. (AS SHOWN).
 2. THIS PROPERTY LIES IN FLOOD ZONE "X", B, C, AS PER FEDERAL DEPARTMENT OF AGRICULTURE COMARITY PANEL NO. 12859 (SHEET C, REVISED 11/8/83).

**THE LAKESIDE OFFICE PARK PHASE 3
A CONDOMINIUM**
IN
SEC. 28, TWP. 34 S., RGE. 22 E.,
MANATEE COUNTY, FLORIDA

CONDOMINIUM FLAT BOOK PAGE
SHEET 2 OF 4

STATE ROAD 64

41st STREET EAST
(SAUTISH DRIVE)

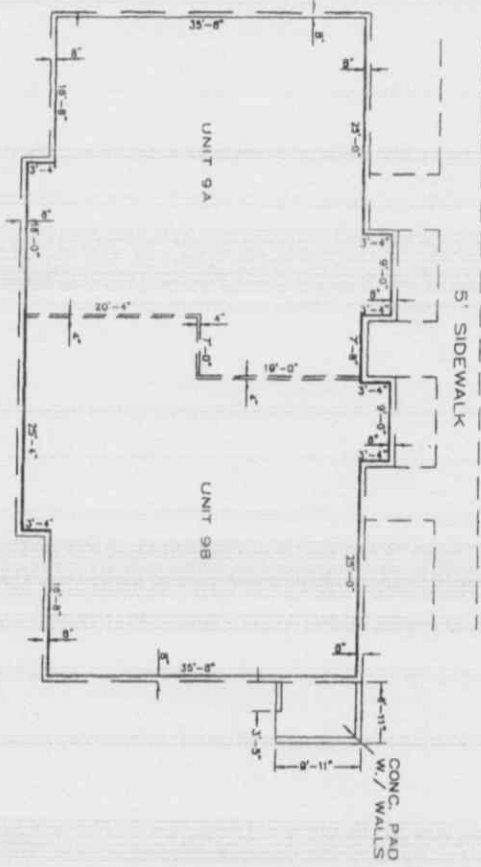


PLOT PLAN

GEORGE F. YOUNG, INC.
201 6TH AVENUE WEST
BRADENTON, FLORIDA 34205-1804

Exhibit "B"
(page 4 of 4)

BUILDING 9, PHASE 3
GRAPHIC DESCRIPTION



THE LAKESIDE OFFICE PARK PHASE 3

A CONDOMINIUM

SEC. 28, TWP. 34 S., RGE. 22 E.,
MANATEE COUNTY, FLORIDA

CONDOMINIUM PLAN

PAGE
4 OF 4

UPPER & LOWER BOUNDARIES
(NOT TO SCALE)



Exhibit C

Unit Identification and Share of Common Elements and Common Expenses

<u>Units</u>	<u>Square Footage</u>	<u>Percentage Interest</u>	<u>Votes</u>
1	2447	9.35%	93
2A	973	3.71%	37
2B	1118	4.27%	43
2C	973	3.71%	37
3A	973	3.71%	37
3B	1118	4.27%	43
3C	973	3.71%	37
4	2447	9.35%	93
5A	973	3.71%	37
5B	1118	4.27%	43
5C	973	3.71%	37
6A	1433	5.48%	55
6B	1433	5.48%	55
7	3064	11.69%	117
8	3085	11.79%	118
9A	1542	5.89%	59
9B	1543	5.90%	59
Totals	26186	100.00%	1000

JOINDER BY MORTGAGEE

1st National Bank & Trust, as the holder of a certain first mortgage encumbering the lands described in the Declaration of Condominium of Lakeside Office Park, a Commercial Condominium recorded in Official Records Book 1715, Page 7761 of the Public Records of Manatee County, Florida (the "Declaration"), joins in the filing of Amendment No. 3 to Declaration as Mortgagee for the limited and sole purpose of consenting to the Land being subject to condominium use and ownership under the provisions of said Declaration.

Signed, sealed and delivered in the presence of:

1st National Bank & Trust

BY:

Name: John Schmitt
Title: Vice President

Elizabeth McBride
Printed Name: Elizabeth McBride

Eileen Ayala
Printed Name: Eileen Ayala

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 25 day of February, 2003, by ~~Elizabeth McBride~~ John Schmitt as VICE PRESIDENT of 1st National Bank & Trust, on behalf of the bank.

Personally Known OR Produced Identification
Type of Identification Produced: _____



Eileen Ayala
Printed Name: Eileen Ayala
Notary Public
My Commission Expires:
My Commission No.