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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
ABURCHETT Receipt#1522709

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240



2012097156

**CERTIFICATE OF AMENDMENT
REFLECTING THE ADOPTION OF THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
LIDO SURF AND SAND OWNERS ASSOCIATION, INC.**

The undersigned officers of Lido Surf and Sand Owners Association, Inc., a not for profit Florida corporation organized and existing to operate and govern Lido Surf and Sand Owners Association, Inc., according to the original Declaration of Condominium, thereof as recorded in the public records of Sarasota County in O.R. Book 1156, Pages 284, et seq. and all amendments thereto, hereby certify that:

1. The Amended and Restated Declaration of Condominium, replacing the original Declaration of Condominium and later adopted amendments, was approved by not less than two-thirds (2/3rds) vote of the members present and voting at a Membership Meeting held on January 13, 2012.
2. The Surveys and Plats, as previously referenced are attached hereto as Exhibit "A" to the Amended and Restated Declaration of Condominium.
3. The Owners' Share of Common Elements, Common Surplus and Allocation of Common Expenses, as previously referenced and recorded with the original Declaration of Condominium, is attached hereto as Exhibit "B" to the Amended and Restated Declaration of Condominium.
4. The consents of institutional lenders holding first mortgages on the units which were received are attached. All other institutional lenders holding first mortgages on the units were notified pursuant to the procedural requirements contained in the Condominium Act.

LIDO SURF AND SAND OWNERS
ASSOCIATION, INC.

By: John A. Numrich
John A. Numrich, President

Sarah Mckeever
Witness Signature

Sarah Mckeever
Printed Name

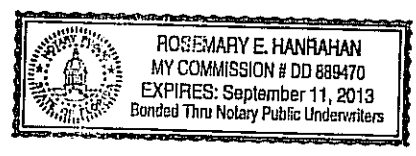
Shane Cunningham
Witness Signature

Shane Cunningham
Printed Name

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 19th day of July 2012 by John A. Numrich, as President of LIDO SURF AND SAND OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public Rosemary Hanrahan
Printed Name Rosemary HANRAHAN
State of Florida



ATTEST: Melinda Butler
Melinda Butler, Secretary

[Signature]
Witness Signature

GARY E. HOHMANN
Printed Name

[Signature]
Witness Signature

Eric Davis
Printed Name

STATE OF INDIANA
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 27th day of June 2012 by Melinda Butler, as Secretary of LIDO SURF AND SAND OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

S. Necker
Notary Public S. Necker
Printed Name S. Necker
State of ~~Florida~~ INDIANA
My Commission Expires 12-13-12

ACTIVE: 3654523_1

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

OF

LIDO SURF AND SAND OWNERS ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM-
SEE CURRENT DECLARATION OF CONDOMINIUM FOR CURRENT TEXT**

RECITALS:

In a Declaration of Condominium ("Original Declaration") recorded at O.R. Book 1156, Pages 284 et seq. of the Sarasota County Public Records, the Condominium Developer submitted the property described in the Original Declaration and in Condominium Book 9, Pages 40 through 40 (o), recorded in the Sarasota County Public Records, to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act.

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Original Declaration and hereby restate the Original Declaration and incorporate by reference all its Exhibits in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above under the condominium form of ownership and the provisions of the Condominium Act, as the same now exists or may be amended or re-numbered from time to time.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 "Act" or "Condominium Act" means the Condominium Act (Chapter 718, Florida Statutes, 2011), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 "Articles" means Articles of Incorporation as previously recorded at Instrument # 2011085870 in the Sarasota County Public Records.

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

1.4 "Association" means LIDO SURF AND SAND OWNERS ASSOCIATION, INC., a Florida Corporation Not for Profit, the entity responsible for the operation of the Condominium.

1.5 "Association Property" means all real property owned by the Association for the use and benefit of the Unit Owners.

1.6 "Balcony/Lanai" means that portion of a Unit described in the Surveyor's Plats, Site Plans and Surveys (which are attached hereto as Exhibit "A") and referred to therein as "porches" that are attached to and project from the exterior wall of a Unit and which are enclosed with screen or glass.

1.7 "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration."

1.8 "Building" means the structure in which the Units are located.

1.9 "Bylaws" mean the Bylaws of the Association as previously recorded at Instrument # 2011085870 in the Sarasota County Public Records.

1.10 "Calendar Month" means the period of time beginning on a specific numerical date in a particular month and ending on that same numerical date of the following month, less one day.

1.11 "Charge" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.12 "Common Elements" mean and include:

1.12.1 The portions of the Condominium Property not included within the Units.

1.12.2 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.

1.12.3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

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

1.12.5 The Manager's apartment, laundry rooms and Unit storage areas.

1.12.6 Corridors, walkways, stairways, planters, swimming pool and spa.

1.12.7 The electrical room, social room, fitness center and management office.

1.12.8 Parking spaces – guest and unassigned.

1.12.9 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.13 "Common Expenses" means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements, trash removal and such other expenses as may be declared common expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of

upkeep, lawn service, utility bills that are not separately metered to individual Units, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of bulk cable or master antenna television, if any, and any bulk interior pest control, if so designated by the Board. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and other services which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service for a master meter that services the Condominium.

1.14 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

1.15 "Condominium Documents" means this Amended and Restated Declaration; the Surveyor's Plat, Site Plan and Floor Plans; Articles of Incorporation; Bylaws; and Rules and Regulations as may be promulgated by the Board of Directors from time to time. The Rules and Regulations do not have to be recorded in the County Public Records and will still be valid and enforceable even if the Rules are not so recorded.

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

1.17 "Condominium Property" means the land and property interests subjected to condominium ownership under this Amended and Restated Declaration and as further described in the surveys and Plats attached hereto as Exhibit "A" or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property.

1.18 "County" means Sarasota County, Florida.

1.19 "Declaration" or "Declaration of Condominium" means this Amended and Restated Declaration as it may be amended from time to time.

1.20 "Domestic Partners" means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage, are of the age of legal majority, are jointly responsible for each other's common welfare and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of this Declaration.

1.21 "Family" or "Single Family" shall refer to any one of the following:

1.21.1 One natural person, his spouse or Domestic Partner, if any, and their custodial children, if any.

1.21.2 Not more than two natural persons not meeting the requirement of 1.19.1 above, but who customarily reside together as a single housekeeping Unit, and the custodial children of said parties, if any.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family" member is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

1.22 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms.

1.23 "Fractional Ownership" or "Unit Sharing" means any arrangement (whether written or verbal) whereby three (3) or more individuals, artificial entities, or other combinations acquire title to a Unit (or any other use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

1.24 "Guest" means any person who is not the Unit Owner or a Tenant or a member of the Unit Owner's or Tenant's Family, who is physically present in, or occupies the Unit on a temporary basis (i.e. not to exceed one (1) calendar month in any calendar year) at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.25 "Immediate Family" means the Owner and his or her spouse or domestic partner and their parents, grandparents, siblings, children and grandchildren.

1.26 "Insurable Improvements" shall mean the "Building" as defined in Article 1.8 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

1.27 "Invitee" means a person or persons allowed entry for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the express or implied consent of the Unit Owner.

1.28 "Lease" when used in the context of renting Units, means the grant by a Unit Owner of a right of use of the Owner's Unit for periods of one (1) calendar month or more in a calendar year regardless of whether there is a written lease agreement or consideration exchanged. Any such written lease or other verbal agreement to lease must conform to the provisions of this Declaration, the Association's Articles of Incorporation, Bylaws and Rules and Regulations.

1.29 "Limited Common Elements" means property which is reserved for the use of a certain Unit to the exclusion of other Units as reflected on the Condominium Plat or in this Declaration.

1.30 "Limited Common Expense" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

1.30.1 "Casualty" means a sudden or unexpected event that causes damage through no fault of any person. Examples of a casualty include storms (such as a hurricane or tornado) and other Acts of God.

1.31 "Member" means the record title Owner(s) to a Unit.

1.32 "Occupant" when used in connection with a Unit, means a person who is physically present in a Unit on two or more consecutive days, including staying overnight for one night.

1.33 "Primary Occupant" means a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife or Domestic Partners, or by a trustee or a corporation or other entity which is not a natural person.

1.34 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association.

1.35 "Tenant" or "Lessee" means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner equals or exceeds one (1) calendar month in any calendar year. The term "Tenant" shall be used interchangeable with "Lessee". Any such tenant or lessee must conform to the provisions of this Declaration, the Association's Articles of Incorporation, Bylaws and Rules and Regulations.

1.36 "Terrace" means all limited common area open spaces of the condominium building that are not lanais/balconies.

1.37 "Unit" means a part of the Condominium Property subject to exclusive ownership.

1.38 "Unit Owner" or "Owner" means the record Owner of a Condominium Parcel.

1.39 "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

1.40 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters. There are 107 Units, so the total number of Voting Interests is 107.

2. STATEMENT OF CONDOMINIUM DECLARATION. On November 30, 1976, the Developer, Paver Development Corporation, submitted the property described in the Recital section above to condominium ownership in accordance with Florida Statutes.

3. CONDOMINIUM NAME. The name by which this condominium is identified is "Lido Surf and Sand, a Condominium."

4. UNIT IDENTIFICATION. The identification of each Unit shall be the same as indicated and described on the Surveyor's Plats and Exhibits attached hereto as Exhibit "A" and as further described as follows:

Units: 219; 202-204 inclusive; 301-312 inclusive; 315-319 inclusive; 401-412 inclusive; 414-419 inclusive; 501-512 inclusive; 514-519 inclusive; 601-612 inclusive; 614-619 inclusive; PH-701, PH-702, PH-704; 705 - 712 inclusive; 714, 715, PH-716, PH-718, PH-719; PH-801, PH-802, PH-804-PH-812 inclusive; PH-814, PH-815, PH-816, PH-818, & PH-819.

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land submitted herewith to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Surveyor's Plats and Exhibits attached hereto as Exhibit "A".

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of each Unit shall be 1/107th (one Voting Interest per Unit). The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be in the same manner and percentages as those described in Exhibit "B" attached hereto, with the exception of expenses for bulk cable television, which are shared equally.

7. COMMON ELEMENTS; EASEMENTS.

7.1 Definition. The term "Common Elements" (as defined in Article 1.10 above) means all of the property submitted to condominium ownership that is not within the Unit boundaries. The Unit boundaries are set forth in Article 8 below.

7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released in connection with termination of the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

7.2.1 Utility and Other Easements. The Association, through the Board of Directors, has the power, without the agreement of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units.

7.2.2 Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or

if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

7.2.3 Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and Occupant, their respective Guests, Tenants, and Invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion 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 portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.3 Restraint upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or pledged as collateral separate from the Unit it is appurtenant to. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

8. CONDOMINIUM UNITS AND APPURTENANCES. Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat and Exhibits attached to the Original Declaration and as described in the Recital section above. The upper and lower boundaries remain the same as those described in the Original Declaration and on the Surveyor's Certificate attached hereto as Exhibit "A".

8.1 Exclusive Use. Each Unit Owner shall have the exclusive use of his Unit.

8.2 Appurtenances. The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not limited to:

8.2.1 An undivided share of the Common Elements, such undivided share to be that portion or percentage set forth in Exhibit "B" attached hereto.

8.2.2 Easements for the benefit of the Unit.

8.2.3 Association Membership and interest in funds and assets held by the Association.

8.2.4 The right to exclusive use of the Limited Common Elements designated by this Declaration.

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

8.2.6 Easements through the Common Elements for ingress and egress.

8.2.7 Easements through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours except that access may be had at any time in case of emergency.

8.2.8 Every portion of a Unit contributing to the support of the Unit Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

8.2.9 Easements over, through, above and beneath the Units and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to the Units and the Common Elements; provided, however, that such easements through a Unit shall be only according to the plans and specifications for the Unit Building or as the Building is constructed unless approved in writing by the Unit Owner.

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 By the Association. Except as may be otherwise provided by the terms hereof, the Association shall maintain, repair and replace as part of the common expenses all of the common elements and limited common elements as defined herein. The Association's maintenance responsibilities include the following:

- 9.1.1** All mechanical, ventilating, heating and air-conditioning equipment serving the common elements.
- 9.1.2** The exterior surfaces of the exterior condominium Unit entrance doors, which includes replacing said door. The unit owners, however, are responsible for cleaning the interior and exterior surfaces of the entrance door.
- 9.1.3** All landscaping on the Common Elements and Limited Common Elements.
- 9.1.4** Electrical wiring up to the circuit breaker panel in each Unit.
- 9.1.5** Water/sewer pipes within the ceiling, floors and walls.
- 9.1.6** Main air conditioning condensation drain lines up to the point where it enters the Unit.
- 9.1.7** All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- 9.1.8** All terraces and exposed exterior Building walls; screen framing, screens and screen doors as originally installed by the Developer; concrete slabs; structural supports and posts, including painting, waterproofing, and caulking.
- 9.1.9** Maintenance, repair and replacement of all roofs.
- 9.1.10** In the event of an emergency, the Association (through the Board of Directors) is authorized to act as the Owners' agent to obtain services from contractors to perform Unit Owner maintenance responsibilities. In all such

cases the Unit Owner shall reimburse to the Association all expenses incurred by the Association, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a lien for Charges.

9.1.11 Perimeter wall and ceiling drywall.

9.2 Incidental Damage. All incidental damage caused to a Unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for damage to any alteration, addition or improvement to the common elements made by a Unit Owner or his predecessor in title.

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

9.3 By the Unit Owners. Each Unit owner shall maintain, repair and replace everything within the confines of his Unit which is not part of the common elements, including but not limited to the items set forth below, and shall maintain, repair and replace the following designated portions of limited common elements appurtenant to the Unit:

- 9.3.1** All interior surfaces of all doors, walls, floors and ceilings (paint, wallpaper and decorations);
- 9.3.2** All built-in shelves, cabinets, counters, storage areas, and closets;
- 9.3.3** All refrigerators, stoves, vent fans, ovens, disposals, compactors, dishwashers and other kitchen equipment, washer and dryer, water heater, and all bathroom fixtures, equipment and apparatus;
- 9.3.4** All electrical, plumbing, telephone, television and communication fixtures, apparatus, equipment, outlets, switches, light bulbs, wires, pipes and conduits serving only that Unit and located within the Unit boundary;
- 9.3.5** All mechanical, ventilating, heating and air conditioning equipment that solely serve the owner's unit. ;
- 9.3.6** All interior doors, walls, partitions, and room dividers, all interior drywall within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation.
- 9.3.7** All furniture, furnishing and personal property contained within the Unit or the limited common elements serving only that Unit;

- 9.3.8** All windows, window glass, and window framing and casings, sliding glass doors, assemblies and tracks, door and window hardware and locks;
- 9.3.9** The circuit breaker panel and all electrical wiring going into the Unit from the panel;
- 9.3.10** Shower pans
- 9.3.11** The main water supply shut-off valve for the Unit;
- 9.3.12** Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit;
- 9.3.13** All balconies;
- 9.3.14** Hot water heaters, which shall be replaced at least once every eight (8) years, except tank-less water heaters which shall be replaced every fifteen (15) years.
- 9.3.15** Exterior and interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit or limited common elements and serving only that Unit.

9.4 Additional Unit Owner Obligations. In connection with the Unit Owner's maintenance, repair and replacement obligations, the Unit Owners must obtain the prior written approval of the Association (through the Board of Directors) before performing any maintenance, repair or replacement which requires:

- 9.4.1** Changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation;
- 9.4.2** Removal, modification or relocation of any interior partitions or walls, whether load-bearing or not;
- 9.4.3** Relocation of appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork;
- 9.4.4** The use of heavy or noisy equipment;
- 9.4.5** Such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property, as determined by the Board.
- 9.4.6** Access to the roof is prohibited without prior management approval.

9.4.7 The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to, preservation of uniformity of appearance; use of licensed and insured contractors; right (but not duty) of oversight by the Association or its agent; the Unit Owner submitting plans as to the scope of the contemplated repair; restrictions as to hours

of work; imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year; restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction; and restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

9.4.8 Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with the prior written approval of the Board of Directors. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, but, whether so defined or not, shall include, but not be limited to, activities involving the following:

- .1 Activities involving the use of power equipment such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board.
- .2 Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, as determined by the Board.
- .3 Activities rendering the Unit uninhabitable during the performance of the work.
- .4 Activities requiring the storage of materials or equipment on the premises outside of the Unit.
- .5 Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- .6 Activities requiring the use of scaffolding, booms, or other forms of exterior access.

9.5 Balconies / Terraces.

9.5.1 Unit Owner. The Unit Owner who owns or has the right to the exclusive use of a balcony/terrace is responsible for the maintenance, care and preservation of:

- .1 Balcony floor coverings (however the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building);
- .2 Storm shutters and other enclosures;
- .3 Fixed and/or sliding glass doors and affiliated framing and hardware thereof;
- .4 The wiring, electrical outlet(s) and Fixture(s) on or servicing the balcony;
- .5 Ceiling fans;
- .6 Light bulbs;

- .7 Unit Owners may not puncture (by nails, hooks, screws or otherwise) balcony floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

9.5.2. Association. The Association is responsible for structural maintenance, repair and replacement of balcony/terrace ceilings, walls and floors (concrete slabs), and membranes on the third floor terraces.

9.6 Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior or in any manner change the appearance of any portion of the Common Elements, or make any structural change within the Unit interior, without first obtaining the written consent of the Board of Directors. For purposes of this provision, the term "Structural" modifications or alterations include, but are not limited to:

9.6.1 Relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations;

9.6.2 Relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges;

9.6.3 Removal or modification of any partition, door, window or screen;

9.6.4 Relocating kitchen or bathroom cabinetry;

9.6.5 Any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

9.6.6 Replacement of cabinetry, appliances, Fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required.

9.6.7 The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in the Lido Surf and Sand condominium complex, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision.

9.6.8 Additional Unit Owner Responsibilities for Alterations and Additions.

If a Unit Owner (or his predecessors in title) makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modifications, installations or additions and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases,

the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

9.7 Alterations by Association. The Board of Directors may make material alterations or additions to the common elements with the prior approval of 75% of the entire voting interests. Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is not an alteration or addition to the common elements or Association property and is the sole responsibility of the Board of Directors.

9.8 Enforcement of Maintenance. If, after reasonable notice, an Owner fails to maintain the Unit or other portions of the Condominium Property as required by this Declaration, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Element and perform (or cause performance of) the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a lien for Charges.

9.9 Damage Caused by Conditions of the Condominium Property. Each Unit Owner is liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his/her intentional act or negligence, or by that of any member of his family or his/their Occupants, Guests, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace if caused by the Owner's (his Family Member's, Occupant's, Guest's, Tenant's or Invitee's) negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by the offending Unit Owner's insurance (including the deductible) and without waiver of any insurer's subrogation rights.

9.9.1 Insurance. Unit owners should obtain and maintain appropriate levels of casualty insurance for their Units (typically an "H-06" policy"). Such insurance is intended to insure risks that are customarily experienced in condominiums located in Florida's coastal communities and in other condominiums, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew.

9.9.2 Association Entry into Unit. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to; repair the damage without the prior consent of the Owner, in the event of an

emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges.

9.9.3 Water Shut-Off. Unit Owners are required to shut off all water valves and water heaters when the Unit will be unoccupied for a period of more than ten (10) consecutive days, and failure to do so will create a presumption of negligence.

9.9.4 Electricity. Unit Owners are required to ensure that electricity is always available to service the Unit. If a Unit Owner fails to maintain Utility Services to the Unit, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit and Limited Common Element and take any and all lawful actions to make the utilities available to service the Unit, in which event the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a lien for Charges.

10. ASSESSMENTS AND CHARGES. The Board of Directors shall make and determine Assessments against the Unit Owners in the manner provided in the Bylaws and as described in Article 6 above and elsewhere in this Declaration.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how he/she acquires title, including as a purchaser at a judicial sale, is liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5 below, any person or entity acquiring title to a Unit is jointly and severally liable with his/her predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer. Owners cannot avoid liability for Assessments and/or Charges by waiving the use or enjoyment of any Common Element(s) or by abandoning the Unit for which the Assessments or Charges are made.

10.2 Defaults in Payment of Assessments for Common Expenses. Assessments and Charges, and installments thereof, not paid within fifteen (15) days from the date when they are due shall incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law.

10.3 Lien for Unpaid Assessments. The Association has a lien on each Condominium Parcel (Unit) for any unpaid Assessments or Charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to, Community Association Management Firms, incurred by the Association incident to the collection of the Assessment or Charge or enforcement of the lien. The Association may not record a lien until it has provided notice of its intent to place a lien, as required by the Condominium Act. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) may be added to the amounts claimed due in the pre-lien notice and if not timely paid, are secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. Upon recording, the Association's claim of lien relates back to the date of the filing of the Original Declaration. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action

to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

10.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. The notice must be provided by delivering a copy of it to the Unit Owner or by mailing it by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Condominium Act.

10.5 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association has the following options when payments of Assessments or Charges are in default (more than 15 days in arrears). The Association may choose any of the below courses of action as the Board deems appropriate without the same constituting a waiver or election of remedies.

10.5.1 The Association may, without order of the Court, require the tenant (as a condition of the tenancy) to direct rental income (upon written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied.

10.5.2 The Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct.

10.6 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or Charges in relation to first mortgagees who obtain title to a Unit as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2011), as the same now exists or may be amended or renumbered from time to time.

10.7 Possession of Unit. Any person acquiring an interest in a Unit, except first mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, will not be permitted to occupy the Unit or use the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid.

10.8 Certificate of Unpaid Assessments. Upon written request, the Association must provide a Unit Owner with a certificate showing the amount of unpaid Assessments with respect to his/her Unit. The Association, its agents, and counsel may charge a fee for preparing such information, in amounts established by the Board up to the maximum such amount permitted by law, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.9 Lien for Charges. This Declaration creates a common law and contractual lien to secure any service which the Association provides for a Unit Owner or expense it incurs with regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, the Association has a lien to secure repayment when it must remove or reinstall Unit Owner alterations; when it must maintain, repair or replace its Common Elements; or when the Association must address emergency situations, such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The Association's Board of Directors and Officers shall administer and manage the Condominium as set forth in the Bylaws. The Officers and Directors have all such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents and in the Condominium Act.

11.1 Board Powers. Without limiting the foregoing, the Association, through its Board of Directors, has the following rights and powers:

11.1.1 Access. The irrevocable right of access to each Unit during reasonable hours and with reasonable notice as may be necessary for the maintenance, repair or replacement of the Condominium Property, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a pass key be posted for each Unit and may, if determined advisable by the Board, implement a master key system.

11.1.2 Assessments. To make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.

11.1.3 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.1.4 Rules. The power to adopt and amend Rules and Regulations covering the details of the operation of the Association and use of the Condominium Property.

11.1.5 Acquire, Sell, Lease and Mortgage Property. The power to acquire or transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Unit Owners as needed to amend this Declaration. Unit Owner approval is not required to purchase (or mortgage) a Unit through foreclosure, deed in lieu of foreclosure, or in connection with the Association's right of first refusal set forth in Article 17 hereof.

11.1.6 Fees for Use of Common Elements; Other Fees and Deposits. Pursuant to Section 718.111(4), Florida Statutes (2011), as amended from time to time, the

Board of Directors has the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use.

11.1.7 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as determined by the Board of Directors. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to a written Lease agreement, or fees authorized by this Declaration of Condominium.

11.1.8 Impose Fines. The Board of Directors may impose fines up to the maximum amount permitted by law against Unit Owners. Unit Owners are responsible for the actions of their tenants, guests and invitees and as such, they may be fined for the action of their tenants, guest and invitees who violate any provision of this Declaration, the Articles, Bylaws or Rules. The Board must comply with the fining process set forth in Section 718.303 (3) of the Condominium Act as the same now exists or may amended from time to time.

11.1.9 Suspend Use Rights and Voting Rights. The Directors may suspend a unit owner's use rights of the common elements and voting rights, in accordance with Section 718.303 (3) (2011) as the same may be amended from time to time, where the unit owner is delinquent in excess of 90 days in the payment of any monetary obligation owed to the Association.

11.2 Limitation upon Liability of Association. Notwithstanding the duty to insure, maintain, repair or replace parts of the Condominium Property and Common Elements, the Association is not liable to Unit Owners (or any other person) for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium Property. Further, the Association is not liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owner(s), regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof. Further, the Association is not the guarantor or insurer of any Owner's, tenant's, guest's, invitee's or family members' health, safety, welfare or property. The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Sarasota County, the City of Sarasota and/or any other jurisdiction or the prevention of tortuous or criminal activities.

11.2.1 Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by the provisions in this Article 11 and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision. As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members, and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

11.2.2 Disclaimers, Waiver, and Release of Claims Regarding Mold. Mold occurs naturally in almost all indoor environments. Mold spores may also enter a Condominium

through open doorways, windows or a variety of other sources. The Unit Owners acknowledge that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold and/or mildew. The Board of Directors has the authority to adopt reasonable Rules and Regulations regarding maximum temperatures for Units and/or to require that the air conditioning to the Units be set at a certain temperature to control humidity and mold and/or mildew growth, and/or adopt other Rules and Regulations intended to prevent mold and/or mildew. The Association is not responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

12. INSURANCE. Insurance requirements upon the Condominium Property, including the Units, Common Elements, and Association Property are as follows:

12.1 Authority to Purchase Insurance. The Association shall purchase all insurance policies for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Hazard Insurance.

12.2.1 Casualties. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty, flood and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement value thereof, including coverage for changes in building codes, and less a commercially reasonable deductible as determined by the Board. Provided, however, the Board, in its discretion, may exclude landscaping, exterior grounds improvements not customarily insured by condominium associations in the locality and foundation and excavation costs. The Association must determine the full replacement cost of the Insurable Improvements through independent appraisal, at least every 36 months, so long as required by the Condominium Act.

Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2011), as the same now exists or may be amended or renumbered from time to time. The Association shall hold the original insurance policy and, upon request, shall furnish mortgagees with mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every hazard policy issued to protect a condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or balcony electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the Unit boundaries and serve only one Unit. The Unit

Owners are responsible to insure all alterations, modifications, improvements or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

12.2.2 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property to insure the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors has the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

12.2.3 Worker's Compensation. Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

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

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the condominium property is situated.

12.4 Premiums. The Association shall pay premiums upon those insurance policies it purchases as a Common Expense, or if applicable, a Limited Common Expense.

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

12.5.1 Common Elements; Proceeds On Account Of Damage to Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Unit; Proceeds On Account Of Damage to Units Shall Be Held In the Following Undivided Shares.

.1 When the Condominium Building will be restored: For the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

.2 When the Condominium Building will not be restored: An

undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

.3 Common Elements and Units: When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the insurance proceeds shall be allocated first to repair damage to Common Elements, then to Limited Common Elements, and then to Units. It is presumed that when there are insurance proceeds received on account of a common casualty, but insufficient proceeds for casualty repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common casualty loss causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

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

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

12.6.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them, or, at the option of the Board, may be deposited in the Association's reserve fund.

12.6.2 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 remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 19.

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

12.8 Insurance by Unit Owners. Unit Owners are required to purchase and maintain general liability coverage of at least \$300,000.00 for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving the Unit Owner's Family members, Tenants, Guests, Invitees and Unit Occupants. Unit Owners are also required to carry Loss Assessment coverage in such amounts as is provided by law and are encouraged to obtain such other coverage as their individual insurance agent may recommend providing full protection.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

13.2 The Building.

13.2.1 Lesser Damage. If the damage renders less than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

13.2.2 Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the casualty, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed two (2) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial addition as described in Article 9.7 and no vote of the Unit Owners shall be required. However, if the application of a governmental regulation or code requires that a building be elevated to or above the base flood elevation when it is reconstructed, the plans and specifications must be approved by seventy-five percent (75%) of the record owners. Such approvals must be obtained within three (3) years after the casualty, and if such approvals are not obtained, the Condominium shall be terminated in accordance with the procedures in Article 19.

13.2.4 Definition of "Uninhabitable". For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the casualty through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

13.3 Responsibility. All reconstruction work after a casualty for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Administration. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners are responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.9, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges.

13.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall promptly obtain reliable and detailed estimates of the cost to rebuild or repair.

NOTE: SECTION 718.111(11), FLORIDA STATUTES (2011), REQUIRES THE ASSOCIATION TO BE RESPONSIBLE FOR THE COST OF ALL ITEMS DAMAGED THAT ARE THE INSURANCE RESPONSIBILITY OF THE ASSOCIATION, REGARDLESS OF WHETHER THE UNIT OWNER IS RESPONSIBLE FOR MAINTAINING THE ITEM. THE STATUTE ALSO PERMITS THE ASSOCIATION TO "OPT-OUT" OF THE STATUTORY ALLOCATION OF COSTS, IF APPROVED BY A MAJORITY OF THE TOTAL VOTING INTERESTS. THE INTENT OF ARTICLE 13.5 IS TO "OPT-OUT" OF THE PROVISIONS IN SECTION 718.111(11), FLORIDA STATUTES (2011), REGARDING RESPONSIBILITY FOR THE COST OF RECONSTRUCTION OR REPAIR AFTER A CASUALTY.

13.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated or actual costs of reconstruction and repair by the Association (including shortfalls or no insurance proceeds occasioned by a deductible or uninsured casualty loss), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made as follows:

13.5.1 If the damage includes those parts of a Unit or Limited Common Element, or additions or upgrades thereto, that the Unit Owner is responsible to maintain, the Unit Owner shall be responsible for the expenses relating to the reconstruction and repair after casualty of said portion of the work. This is the case even if the damage was caused by the Association's removal, disassembly, or demolition of the condominium property if such action was connected to the Association's responsibility for reconstruction or to mitigate damage, notwithstanding any requirement to repair incidental damage found elsewhere in the Declaration.

13.5.2 If the damage is to the Common Elements (including Limited Common Elements which the Association maintains, repairs, and replaces as a Common Expense), then all Unit Owners will be assessed for the damages as a Common Expense in sufficient amounts

to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Expenses.

13.6 Termination of Condominium if not Reconstructed. If the Owners vote not to reconstruct the condominium by the vote described in Article 13.2.2 hereof, the condominium shall be terminated in accordance with the procedures set forth in Article 19 hereof.

13.7 Emergency Powers. In addition to those powers granted by law and the Condominium Documents, the Board shall have the following additional powers and authority after a casualty:

13.7.1 To determine whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

13.7.2 To declare any portion of the Condominium Property or Association Property unavailable for occupation by Owners, Family members, Tenants, or Guests after a casualty, including during the rebuilding process. Such decision shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

13.7.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit. The Board may dispose damaged property or store such property onsite or at an offsite location and the Unit Owner shall be responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

13.7.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within fifteen (15) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorney's fees, and other costs and expenses of collection.

13.7.5 To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

13.7.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

13.7.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

13.7.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

13.7.9 To exercise all emergency powers set forth in the Act.

14. USE RESTRICTIONS. All Unit Owners, their guests, invitees, occupants and family members must use the Units, Common Elements and Condominium Property in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. A Condominium Unit shall be used and permanently occupied only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two (2) persons not so related, who reside together as a single housekeeping Unit. For purposes of these Condominium Documents, "permanently occupy" means to stay in the Unit for more than one (1) calendar month during a calendar year.

14.1.2 No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred.

14.1.3 No person, other than the Unit Owner and his immediate family (which term is defined in Article 1.23 above) may permanently occupy a Unit unless said person's occupancy has been specifically approved by the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 15 hereof. Visitation by Guests is governed by Article 15 of this Declaration of Condominium.

14.1.4 Units may not be used for commercial or business purposes. However, Unit Owners (and their Family members and Tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

14.1.5 Electricity, air-conditioning, or dehumidifier equipment within the Units must be turned on at all times and maintained at levels that will deter the growth of mold and mildew.

14.2 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose. Unit Owners (their tenants, guests and occupants) may not engage in any conduct that:

14.2.1 creates a public or private nuisance;

14.2.2 Unreasonably interferes with the quiet possession or enjoyment of the Condominium Property;

14.2.3 Becomes a source of annoyance to the condominium residents; or

14.2.4 Increases insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities

as herein provided for the welfare and enjoyment of the residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

14.3 Pets. Unit Owners may maintain either one (1) dog or one (1) cat 25 pounds or less or be of a breed which has an average adult weight of 25 pounds or less. Large pets are not permitted. All pets must be maintained on a leash when outside the Owner's Unit and the Unit Owner must immediately clean up all pet waste deposited upon the Common Elements, Units or Condominium Property. Pets may not cause a nuisance or harm to any other Unit Owner, guest or resident. The Board may promulgate rules and regulations to further describe how pets may be maintained.

14.4 Signs. Unit Owners may not display any sign upon or within the Condominium Unit that is visible from the exterior or display or place any sign upon the Common Elements (including "For Sale", "For Lease" and "Open House" signs) without the prior written approval of the Board of Directors.

14.5 External Alterations. No Unit Owner may alter, add to or improve a Unit or the Common Elements without the prior written consent of the Board of Directors.

14.6 Parking. There are certain parking spaces and parking areas which are part of the common elements. During the time that Developer controlled the Association; the Developer had the sole and exclusive right to assign parking spaces for the permanent use of specified Units. After control was turned over to the Unit Owners, the Association (through its Board of Directors) had the right to assign any parking spaces that the Developer failed to assign so that there was at least one (1) assigned parking space for each Unit. Once assigned, parking spaces become a limited common element appurtenant to the Unit it is assigned. The Association may assign second parking spaces to Units provided that there is always at least one parking space assigned to each of the Units and a guest parking area. All assignments shall be evidenced by a written instrument and maintained as part of the Association's official records. Units 702, 704, 716, 718, 802, 804, 816 and 818 each have two (2) parking spaces which are appurtenances to the respective units. The Board of Directors may reassign previously assigned parking spaces with the approval of the affected Unit Owner(s). The Association shall maintain all parking spaces and parking areas regardless of whether they are assigned to a particular Unit. Unit owners must park their vehicles in an assigned parking space or designated parking area. Vehicles must be parked completely within the assigned or designated parking space and may not create a sight obstruction or dangerous condition. Owners may not park or maintain any truck, boat, camper, trailer or commercial vehicle upon the Condominium Property and Common Elements except for the temporary delivery of goods and services and for repairs to the Common Elements and Units. For purposes of this provision:

14.6.1 "Truck" means any vehicle manufactured, designed, marketed or used primarily for transporting goods other than the transport of passengers. A "truck" is not a passenger pick-up truck and does not mean or include passenger bodies such as a Chevrolet Avalanche, Cadillac Escalade, Ford Explorer or similar sport utility hybrids.

14.6.2 "Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business; or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business.

14.7 Additional Restrictions. Additional restrictions governing the use of Units, Common Elements and Condominium Property are also contained elsewhere in the Condominium Documents and within Rules and Regulations as may be adopted by the Board from time to time.

15. LEASING. The lease of a Unit is defined as the grant by a Unit Owner of a right of use of the Owner's Unit by any person other than the Unit Owner and his immediate family where such occupancy exceeds one (1) calendar month in any calendar year regardless of whether there is a written lease agreement or consideration exchanged. Any such written lease or other verbal agreement to lease must conform to the provisions of this Declaration, the Association's Articles of Incorporation, Bylaws and Rules and Regulations. The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "Tenant" and "Lessee" shall likewise be used interchangeably.

15.1 Process. A Unit Owner who wishes to lease his Unit must first apply to the Board of Directors for approval. Such written application must include a copy of the proposed lease and the name of the proposed Lessee(s), as well as all other proposed Occupants and any other information that the Board may reasonably require. The Board may charge an application fee in connection with the approval of a lease in an amount determined by the Board but not to exceed the maximum amount permitted by law. Any person(s) occupying the Unit after initial approval may be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information and fees within which to approve or disapprove of the proposed lease or proposed Lessees or Occupants. The Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of one (1) calendar month and no owner may lease his/her Unit more than two (2) times per year. Leases may be renewed, subject to Board approval.

15.2 Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. The Board has the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Occupants of a Unit, as a condition for approval.

15.3 Tenant Conduct; Remedies. All leases shall provide, or be deemed to provide that the Tenants have agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Occupants, Guests and Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant (or other occupants) into compliance with the Condominium Documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is

necessary to abate the Tenants' noncompliance with the Condominium Documents (or the other noncompliance of other Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a lien for Charges.

15.4 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent (or such other amount as may be permitted by law) into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2011) as amended from time to time.

15.5 Approval Process; Automatic Disapproval. Any Unit Owner intending to lease his Unit shall submit a copy of the proposed lease, an application, and any other requested information and/or required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Board shall approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Occupant interview (if required), by sending written notification to the Unit Owner within such time frame. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Board may reject a proposed lease under the following circumstances:

15.5.1 The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

15.5.2 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents;

15.5.3 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a Tenant, Occupant or Guest;

15.5.4 The Unit Owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;

15.5.5 All Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.

15.6 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

15.7 Association Fee. The Unit Owner or Lessee seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

16. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

16.1 Forms of Ownership:

16.1.1 Ownership by Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein. There shall be no corporate ownership of units.

16.1.2 Co-Ownership. Co-ownership of Units is permitted. No time share estates may be created. "Unit Sharing" by multiple, unrelated families and "Fractional Ownership" are prohibited.

16.1.3 Ownership by Trusts. A Unit may be owned in trust, if approved in the manner provided elsewhere herein. However, such ownership is limited to personal and family trusts only. Units may not be owned by a corporate or business trust. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, or corporation, limited liability company, or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in designation of Primary Occupant will be approved in any twelve (12) month period.

16.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone (or his/her power of attorney), and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

16.2 Transfers Subject to Approval.

16.2.1 Sale or Other Transfer. No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including

agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board of Directors.

16.2.2 Gift. If any Unit Owner shall acquire his title by gift, ownership of his Unit shall be subject to the prior approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

16.2.3 Devise or Inheritance. If any person shall acquire his title by devise, inheritance, through other succession laws, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors.

16.2.4 Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

16.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

16.3.1 Notices to Board of Directors.

.1 Sale or Other Transfer. A Unit Owner intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board of Directors notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.

.2 Devise or Inheritance. A Unit Owner who has obtained his title by devise or inheritance, or operation of succession laws, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in Article 16.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

16.3.2 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

16.3.3 Certificate of Approval.

.1 Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and

information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

.2 Devise or Inheritance. If the Unit Owner giving notice has acquired his title by devise, inheritance, or through succession law, then within thirty (30) days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

.3 Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity, or multiple persons shall be conditioned upon approval of a Primary Occupant.

16.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer or continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

16.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors, or the Association itself, who will purchase (and to whom the Unit Owner must sell the Unit) for the same terms and conditions stated in the disapproved contract.

16.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving notice has acquired or will acquire his title by gift, devise, inheritance, or succession laws or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase (and to whom the Unit Owner must sell the Unit) upon the following terms:

.1 The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less than bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser as required by this provision, or if the Association or a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

16.5 Disapproval for Good Cause. Approval of the Association for title transfers or continuation of ownership shall be withheld only if a majority of the whole Board so votes. The Association shall have no obligation to furnish an alternate purchaser or itself purchase the Unit if the transfer is disapproved for good cause. The following are deemed to constitute good cause for disapproval:

16.5.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents;

16.5.2 The person seeking approval has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or a sexual offense of any nature;

16.5.3 The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

16.5.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a Tenant, Occupant or Guest;

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

16.5.6 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

16.5.7 All Assessments and other Charges against the Unit have not been paid in full.

16.5.8 If the Board disapproves a prospective transfer or continuance of ownership on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

16.6 Transfer Fee. The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Unit owner with respect to the condominium parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

16.7 Judicial Sales. This Article 16 shall not apply to transfers to a foreclosing first mortgages, or any other person or entity who obtains title through foreclosure of a judgment lien superior to the Association's lien. However, such parties must comply with Article 16 in their transfer to third parties.

16.8 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

17. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

17.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by ten (10%) of the entire Voting Interests.

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

17.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

17.4 Adoption of Amendments. An amendment to this Declaration is adopted upon the approval of two-thirds (2/3rds) of the entire voting interests (72 affirmative votes) at a duly noticed meeting at which a quorum is present, or without a meeting by the written agreement and consent of two-thirds (2/3rds) of the entire voting interests (72 affirmative votes). Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers, upon Board approval, without a membership vote.

17.5 Effective Date. Amendments become effective upon recordation in the Sarasota County Public Records.

17.6 Automatic Amendment. Whenever Chapter 718, Florida Statutes (2011) Chapter 617, Florida Statutes (2011) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2011), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

17.7 Proviso. No amendment may change the configuration or size of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless 100% of the voting interests so agrees and all mortgagees of record also agree.

18. TERMINATION.

18.1 The Condominium may be terminated under any one of the following alternatives:

18.1.1 Termination Because of Economic Waste or Impossibility.

Notwithstanding anything to the contrary in this Declaration, the Condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

.1 the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or

.2 it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2), Florida Statutes (2011), as amended from time to time.

18.1.2 Optional Termination. Except as provided above, the Condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3), Florida Statutes (2011), as amended from time to time.

18.1.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 13, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

18.2 Mortgage Lien-holders. Notwithstanding any provision to the contrary in this Declaration or Chapter 718, approval of a plan of termination by the holder of a recorded mortgage lien affecting a condominium parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the condominium parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Sections 718.117(16), Florida Statutes (2011), as amended from time to time.

18.3 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in this Article 18 shall be as set forth in Section 718.117(4) – (20), Florida Statutes (2011), as amended from time to time.

18.4 Amendment. This Article 19 may be amended in the same manner in which this Declaration of Condominium may be amended generally, as set forth in Article 18.

19. CONDEMNATION.

19.1 Awards. 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 assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

19.2 Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Article 13 hereof.

19.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will 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 may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

19.5 Units Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, 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.

19.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

19.5.2 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.

19.5.3 Adjustments of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reclassified to an A, B, C or D unit, whichever seems most appropriate based on the remaining size of the unit and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

19.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, 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:

19.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

19.6.2 Additions 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.

19.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

19.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

19.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

20. COMPLIANCE AND DEFAULT.

20.1 Duty to Comply; Right to Sue. Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against (i) The Association; (ii) A Unit Owner; or (iii) Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

20.2 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee Unit Occupant or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for Charges, as provided in Article 10.8 hereof.

20.3 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

20.4 Waiver of Application of Condominium Documents. The Board of Directors has the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association

fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

20.5 Notice of Lien or Suit.

20.5.1 Notice of Lien. A Unit Owner shall give to the Association written notice of every lien upon his Unit other than for permitted first mortgages, taxes, and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

20.5.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

20.5.3 Failure to Comply. Failure of an Owner to comply with this Section will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

21. MISCELLANEOUS PROVISIONS.

21.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land.

21.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

21.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

21.4 Notices. All notices shall be given as provided in the Bylaws.

21.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises, or to comply with other legal requirements.

21.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

21.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation is valid.

21.8 Captions and Headings. The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

ACTIVE: 3603137_1

EXHIBIT "A"

DESCRIPTION

A PART OF SECTION 35, TOWNSHIP 36 SOUTH, RANGE 17 EAST, LIDO KEY, CITY OF SARASOTA, COUNTY OF SARASOTA, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

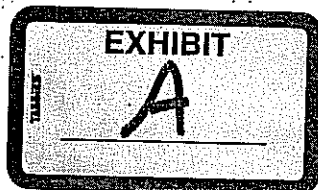
COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF CLEVELAND DRIVE AND THE WESTERLY LINE OF FRANKLIN DRIVE, AS SHOWN ON THE PLAT OF LIDO BEACH DIVISION "B" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 207, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG FRANKLIN DRIVE 937.2 FEET FOR A POINT OF BEGINNING; THENCE WITH AN ANGLE OF 90 DEGREES TO THE RIGHT RUN 415 FEET, MORE OR LESS, TO WATERS OF THE GULF OF MEXICO; THENCE WITH AN ANGLE OF 90 DEGREES TO LEFT RUN 225 FEET ALONG THE GULF; THENCE WITH AN ANGLE OF 90 DEGREES TO THE LEFT RUN 215 FEET, MORE OR LESS, TO FRANKLIN DRIVE; THENCE WITH AN ANGLE OF 90 DEGREES TO THE LEFT RUN 225 FEET ALONG FRANKLIN DRIVE TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF CLEVELAND DRIVE AND THE WESTERLY LINE OF BENJAMIN FRANKLIN DRIVE, AS SHOWN ON PLAT NO. 3 OF THE JOHN RINGLING ESTATES, INC., LIDO BEACH DIVISION "B", RECORDED IN PLAT BOOK 2, PAGE 207, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S-38°-28'-E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BENJAMIN FRANKLIN DRIVE (100 FOOT RIGHT-OF-WAY), 937.2 FEET; THENCE S-51°-32'-W ALONG THE NORTHERLY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 988, PAGES 1493 AND 1494 OF THE AFORESAID PUBLIC RECORDS A DISTANCE OF 462.0 FEET FOR A POINT OF BEGINNING; THENCE S-38°-29'-E A DISTANCE OF 35.0 FEET; THENCE S-51°-32'-W A DISTANCE OF 35.0 FEET; THENCE S-38°-26'-E A DISTANCE OF 9.0 FEET; THENCE S-51°-32'-W A DISTANCE OF 8.00 FEET; THENCE S-28°-38'-E A DISTANCE OF 16.24 FEET; THENCE S-51°-32'-W A DISTANCE OF 141 FEET, MORE OR LESS, TO THE MEAN-HIGH WATER LINE OF THE GULF OF MEXICO; THENCE NORTHERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 50 FEET, MORE OR LESS, TO A POINT ON A LINE LYING S-51°-32'-W A DISTANCE OF 179 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE N-51°-32'-E ALONG SAID LINE A DISTANCE OF 179 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO A 34-FOOT WIDE PEDESTRIAN EASEMENT AND 5-FOOT WIDE UTILITY EASEMENT AS SHOWN ON SHEET 2 OF THE CONDOMINIUM PLAT OF LIDO SURF & SAND, A CONDOMINIUM, RECORDED IN ~~EXP~~ BOOK 9 AT PAGE 40-40-0 ET SEQ., PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

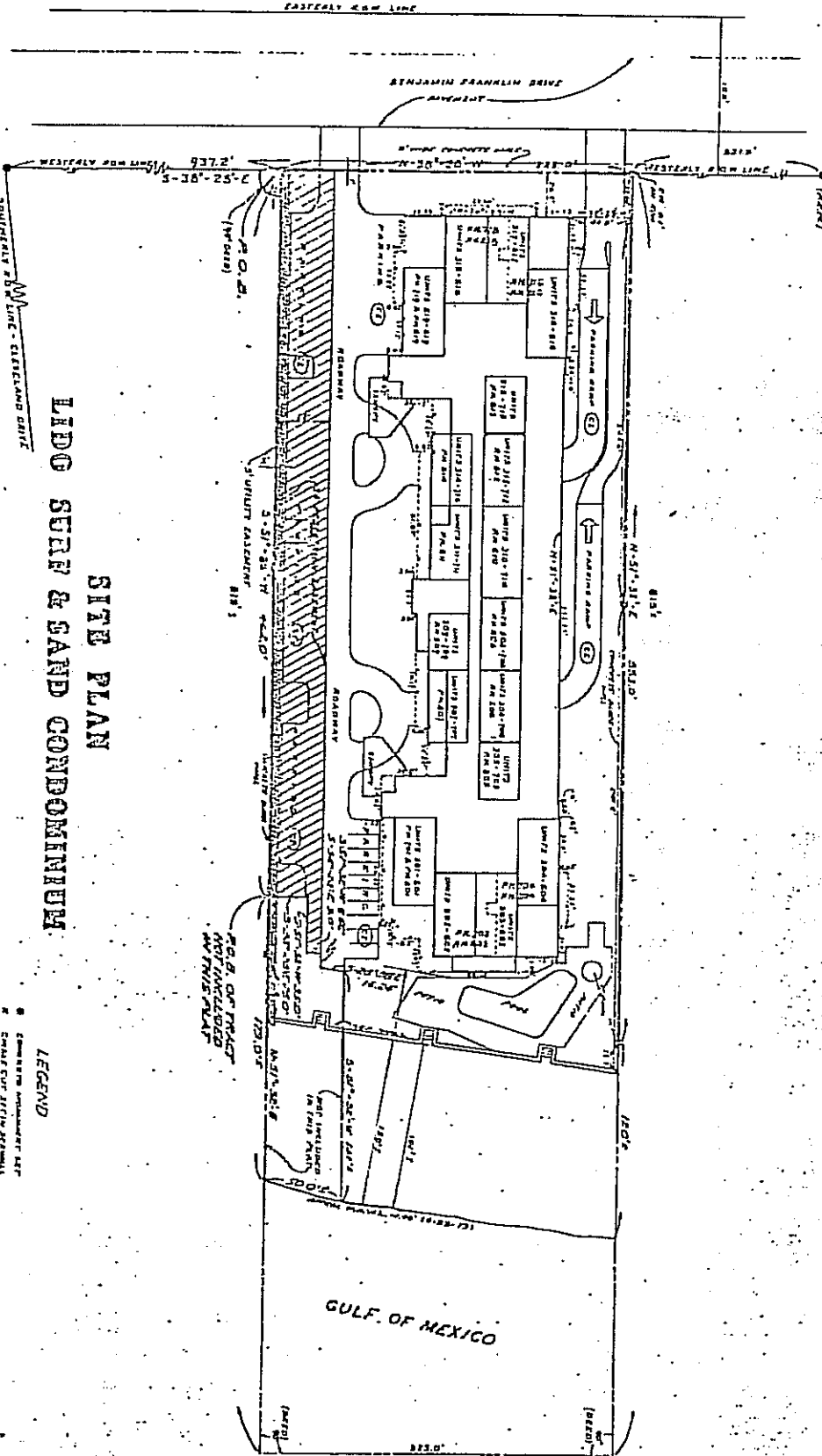
ALSO SUBJECT TO VALID EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.



LIDO SUN & SAND, A CONDOMINIUM
 IN SEC. 35, TWP. 36 S., RGE. 17 E.
 SARASOTA COUNTY, FLORIDA

CONDOMINIUM SUBDIVISION PLAN
 SHEET 2 OF 16 SHEETS

1. The true and utility easement indicated along the northern boundary of the condominium property depicted herein is for utility or communication purposes for the purpose of installation, maintenance and repair of utility service to the condominium or other properties. The true and utility easement indicated herein is hereby granted and dedicated for the permanent non-exclusive use of Block 87, Plat No. 2, of the John Longling Estate, Inc., Lido Beach Division "B", for installation ingress and egress between said lands and the Gulf Beach.
2. Building dimensions shown on this sheet are to the outside face of the columns at the ground floor level. All perimeter angles of the building, and of all the units, are right angles, unless noted otherwise.
3. The approximate mean high water line shown on this survey is not a tidal property boundary, and was not located in accordance with the procedure specified in the Florida Coastal Mapping Act of 1974 (Part II of Chapter 177, Florida Statutes).



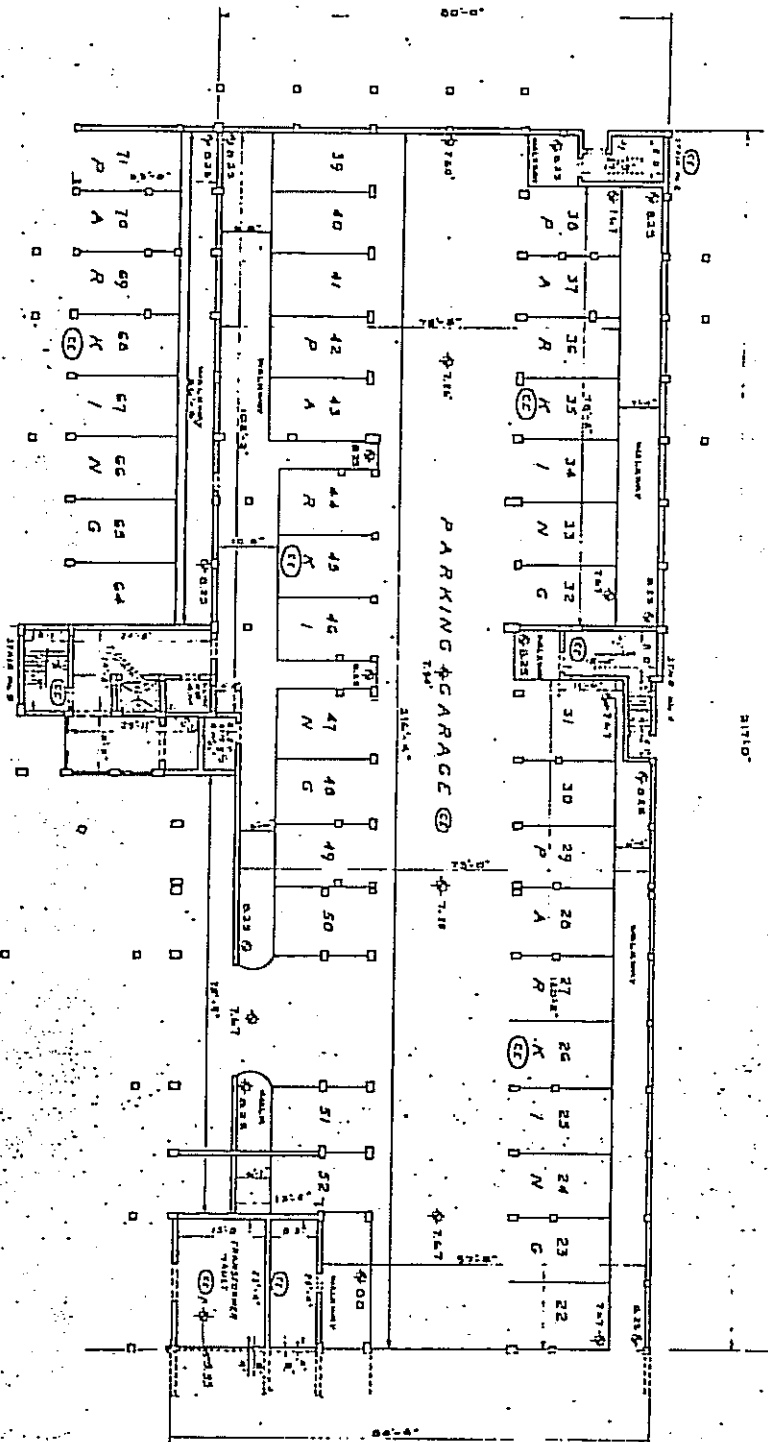
SITE PLAN
LIDO SUN & SAND CONDOMINIUM

- LEGEND**
- 1. CONCRETE FOUNDATION
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 - 3. CONCRETE FOUNDATION
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 - 99. CONCRETE FOUNDATION
 - 100. CONCRETE FOUNDATION

SMALLY WELFORD & HALVEN
 CONSULTING ENGINEERS
 SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM
 IN SEC. 35, TWP. 36 S., RGE. 17 E.
 SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 1, PAGE 274
 SHEET 3 OF 16 SHEETS



NOTE:
 1 ALL WALLS ARE 6" THICK UNLESS OTHERWISE NOTED

GROUND FLOOR PLAN
 EAST HALF

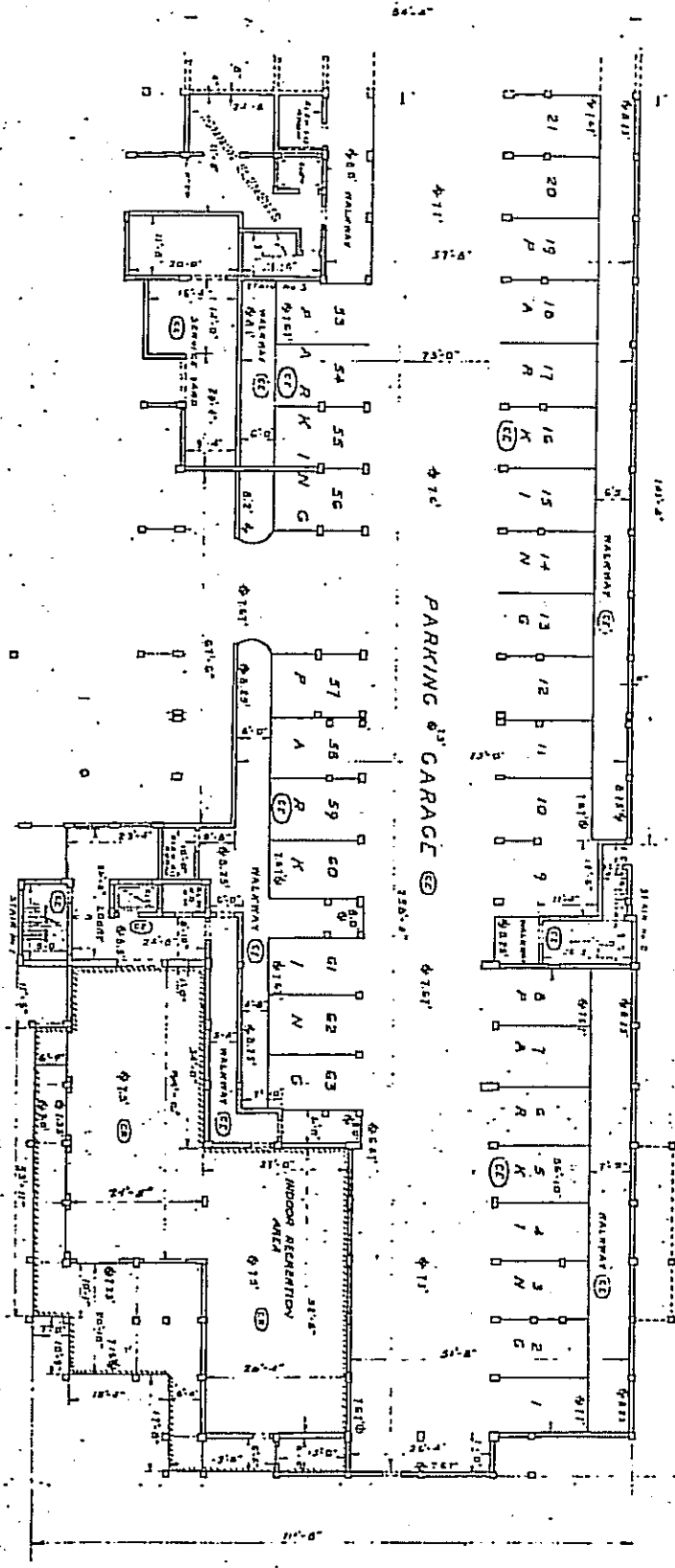
LEGEND
 (C) LIMITED COMMON ELEMENTS
 (D) REMAINING ELEMENTS
 (E) UNIMPROVED FLOOR EXPANSIONS

SMALLY, WELFORD & HAIVEN
 CONSULTING ENGINEERS
 SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM
 IN SEC. 35, TWP. 36 S., RGE. 17 E.,
 SARASOTA COUNTY, FLORIDA

CONDOMINIUM DOCUMENT NO. 17400-1-15
 SHEET 4 OF 16 SHEETS

SHEET 3
 MATCH LINE



NOTE:

1 ALL UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND ALL APPLICABLE REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

GROUND FLOOR PLAN
 WEST HALF

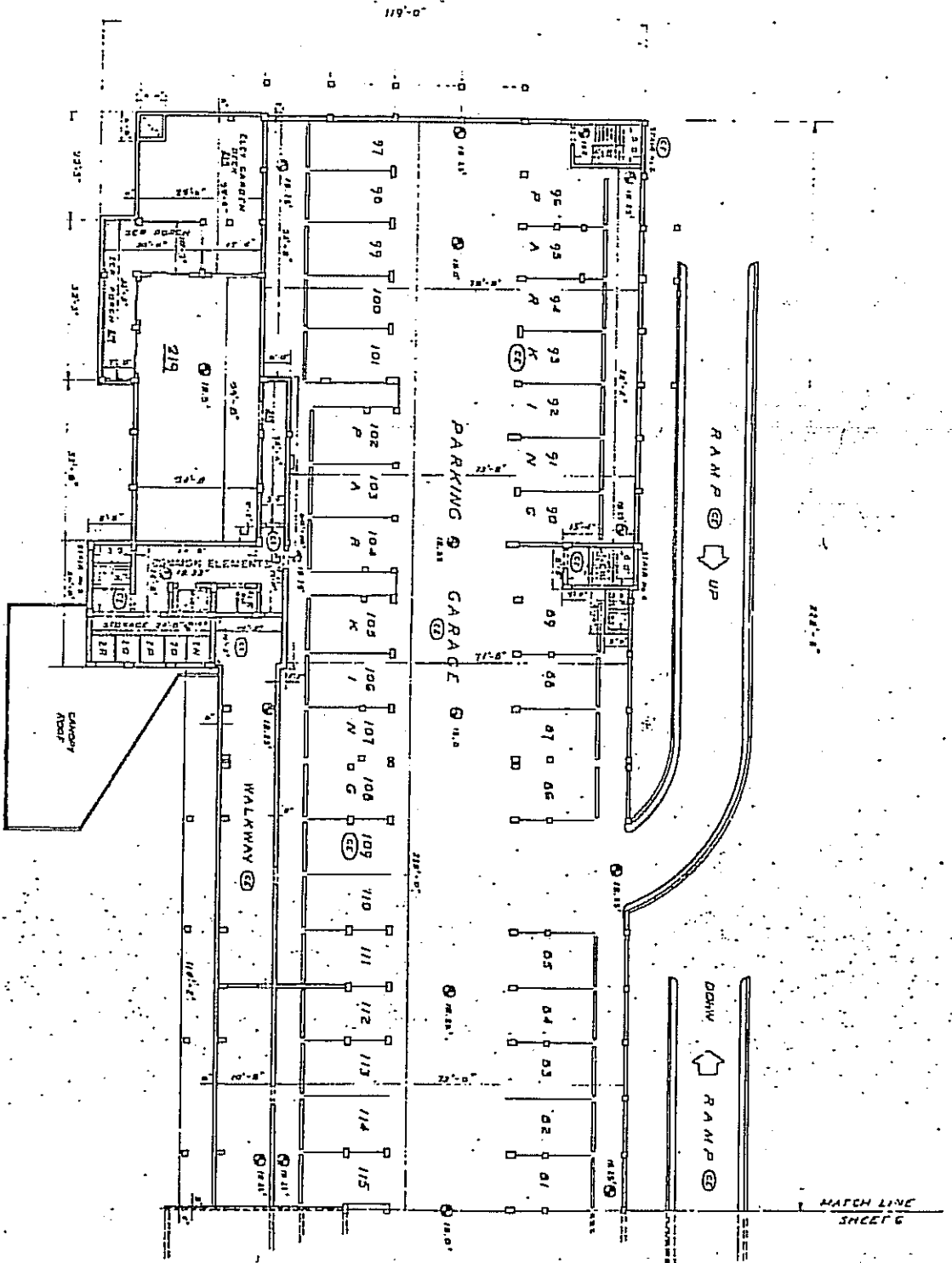
LEGEND

- (1) LIMITED COMMON ELEMENTS
- (2) COMMON ELEMENTS
- (3) IMPROVING FLOOR TERRAIN
- (4) COMMON ELEMENTS
- (5) COMMON ELEMENTS
- (6) COMMON ELEMENTS
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- (18) COMMON ELEMENTS
- (19) COMMON ELEMENTS
- (20) COMMON ELEMENTS
- (21) COMMON ELEMENTS

SMALLY, WELFORD & NAIVEN
 CONSULTING ENGINEERS
 SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM
 IN SEC. 35, TWP. 36 S., RGL. 17 E.
 SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 40D
 SHEET 5 OF 16 SHEETS



NOTE:
 ALL DIMENSIONS ARE IN FEET UNLESS
 OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO THE CENTERLINE
 UNLESS OTHERWISE NOTED.
 DIMENSIONS TO THE CENTERLINE ARE
 SHOWN IN RED.

**2ND FLOOR PLAN
 EAST HALF**

LEGEND
 (Symbol) LIMITED COMMON ELEMENTS
 (Symbol) COMMON ELEMENTS
 (Symbol) UNFINISHED FLOOR ELEMENTS

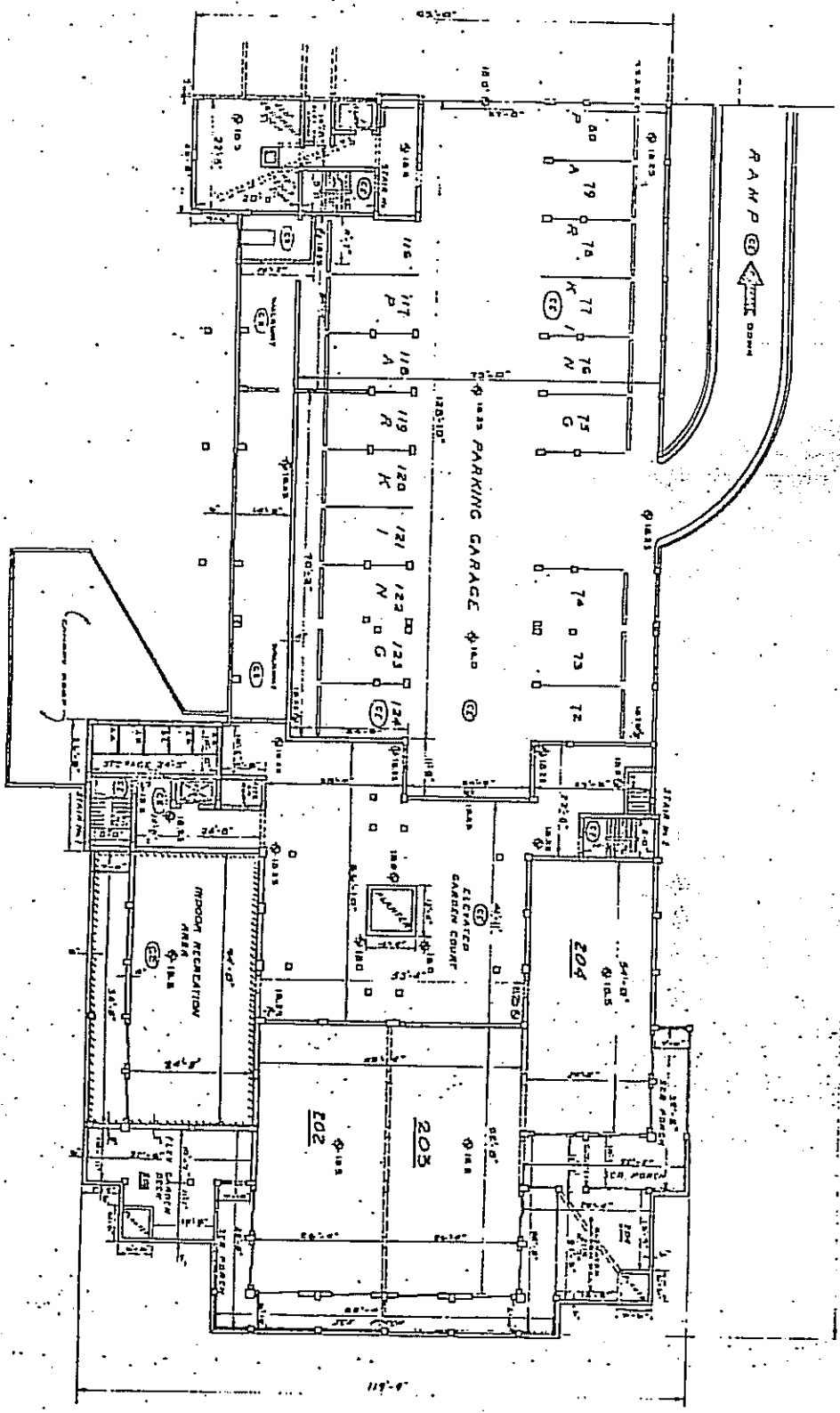
SMALLY, WELFORD & HALVEN
 CONSULTING ENGINEERS
 SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM

IN SEC. 35, TWR 36 S, RGE. 17 E,
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 10E
SHEET 6 OF 16 SHEETS

SHEET 5
MATCH LINE



NOTE:

1. ALL WALLS ARE 4" THICK UNLESS OTHERWISE NOTED.
2. ALL INTERIOR DOORS ARE 3'0" HIGH AND 2'0" WIDE UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR DOORS ARE 3'6" HIGH AND 2'0" WIDE UNLESS OTHERWISE NOTED.
4. ALL WINDOWS ARE 4'0" HIGH AND 2'0" WIDE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

2ND FLOOR PLAN WEST HALF

LEGEND

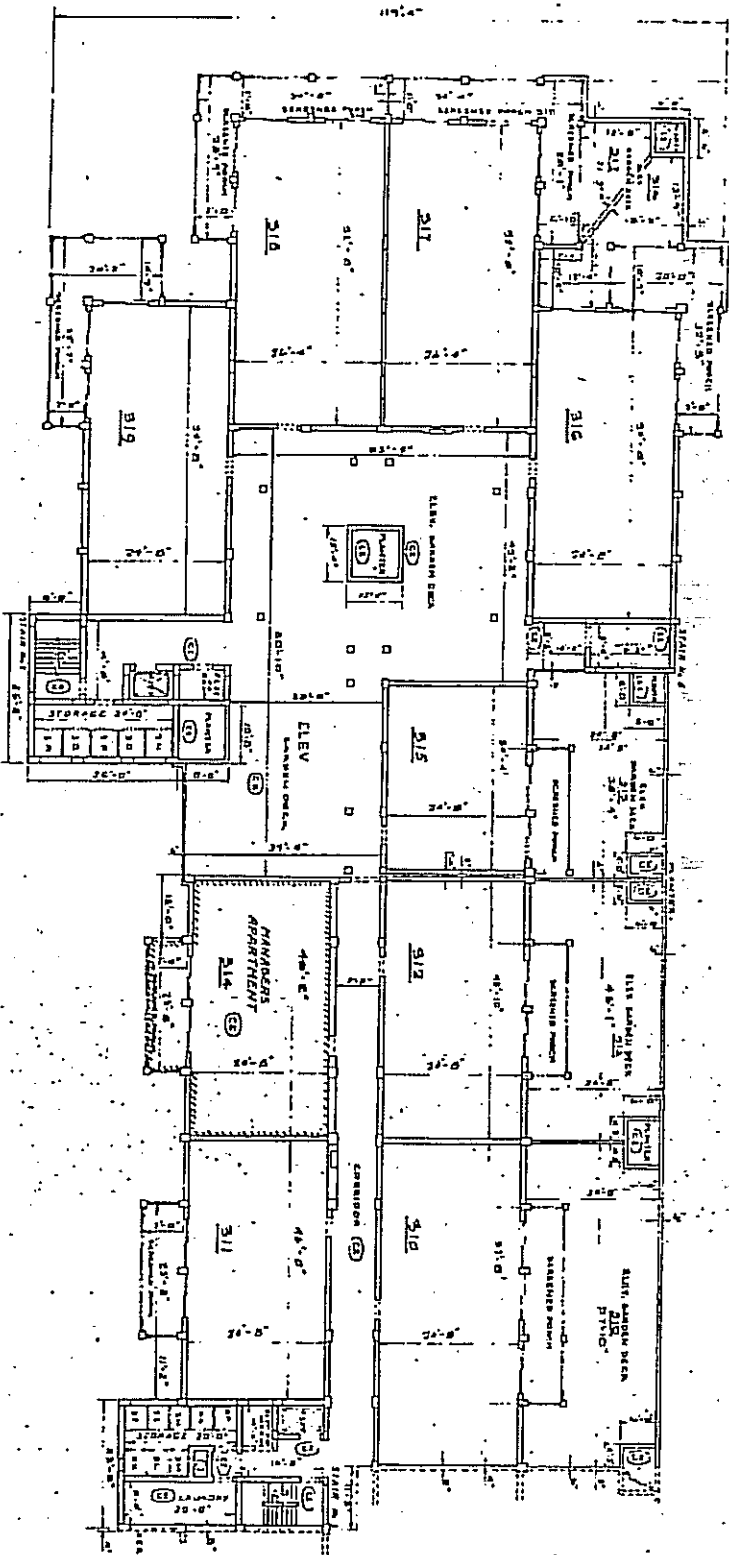
- ① LIMITED COMMON ELEMENTS
- ② COMMON ELEMENTS
- ③ UNIT NUMBER

SMALLY, WELLDORF & NALVEN
CONSULTING ENGINEERS
SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM

IN SEC. 35, TWP. 36 S., RGE. 17 E.
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 10F
SHEET 7 OF 16 SHEETS



3RD FLOOR PLAN
EAST HALF

NOTE:

ALL WALLS ARE 6" THICK UNLESS
OTHERWISE NOTED
ALL DOORS OPEN TO THE RIGHT UNLESS
OTHERWISE NOTED
ALL DIMENSIONS ARE IN FEET AND INCHES
UNLESS OTHERWISE SPECIFIED
ALL FINISHES ARE AS SHOWN
ALL WORK SHALL BE IN ACCORDANCE WITH
THE LATEST EDITIONS OF THE
INTERNATIONAL BUILDING CODE
AND ALL APPLICABLE LOCAL ORDINANCES

LEGEND

① UNIT CONDOMINIUM
② COMMON ELEMENTS
③ RESERVED/UNASSIGNED

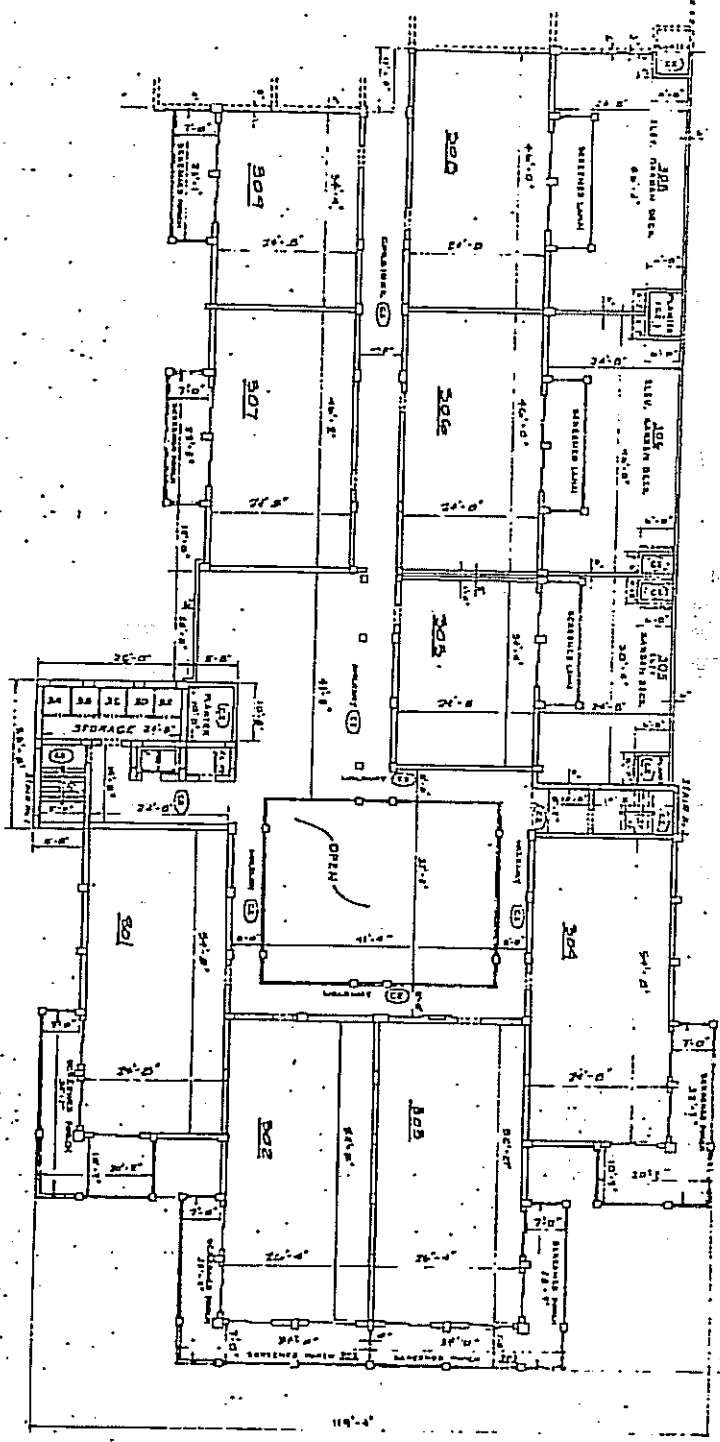
SMALLY WELFORD & HAYEN
CONSULTING ENGINEERS
SARASOTA, FLORIDA

SHEET 7
MATCH LINE

LIDO SURF & SAND, A CONDOMINIUM

IN SEC. 35, TWP. 36 S., RGE. 17 E.
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 400
SHEET 8 OF 16 SHEETS



NOTE:
 ALL WALLS ARE OF FINISH WEIGHT
 CONCRETE MASONRY
 ALL DOORS AND WINDOWS ARE
 FINISHED WITH 1/2" Gypsum Wallboard
 UNLESS OTHERWISE NOTED

3RD FLOOR PLAN WEST HALF

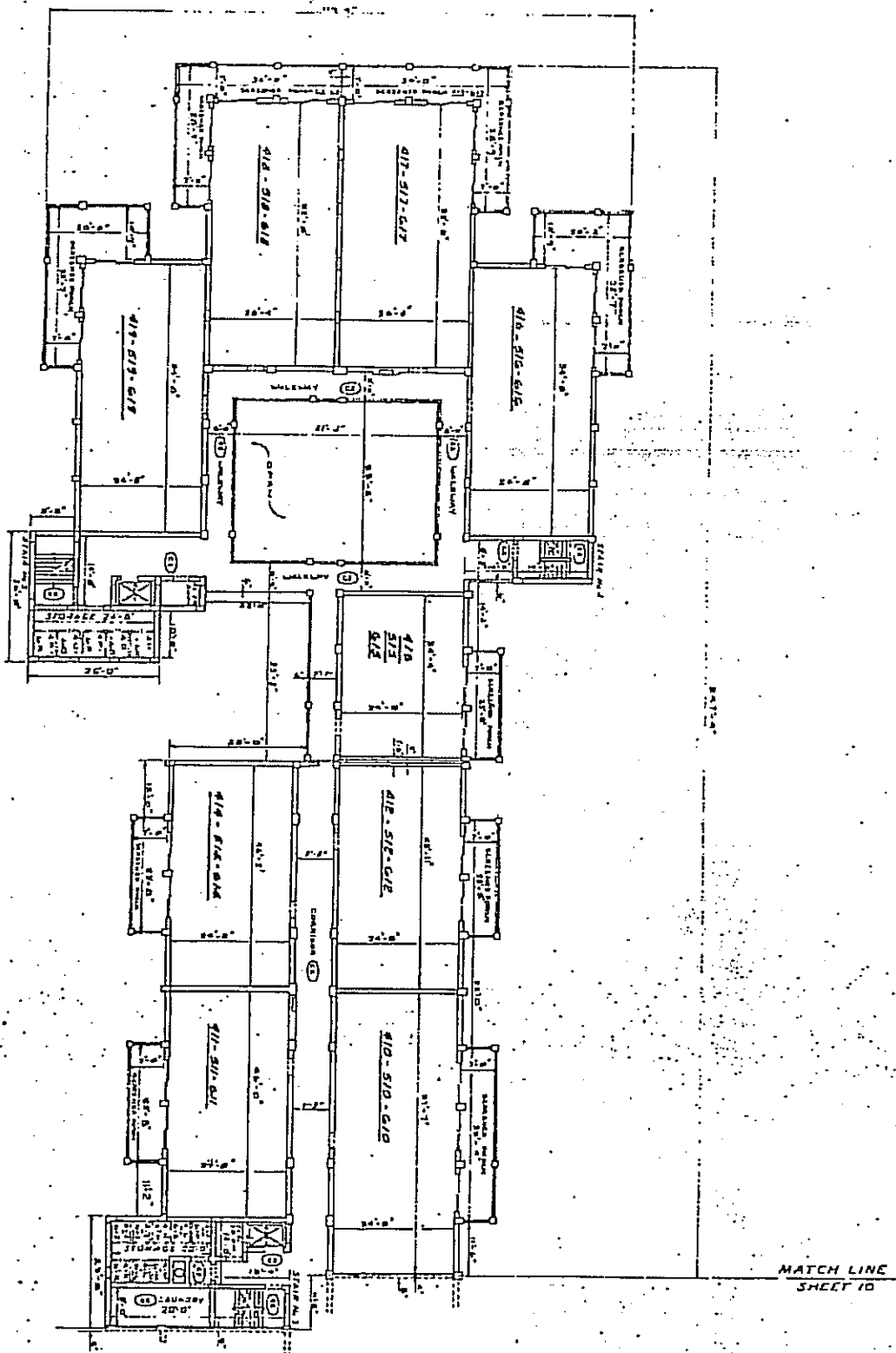
LEGEND
 (1) LIMITED EQUIPMENT FITTINGS
 (2) COMMON FITTINGS

SMALLY, WELTEND & HALVEN
 CONSULTING ENGINEERS
 SARASOTA, FLORIDA

LIDO SURF & SAND A CONDOMINIUM

IN SEC. 35, TWP. 36 S., RGE. 17 E.
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 404
SHEET 9 OF 16 SHEETS



NOTE:
ALL WALLS ARE 6" THICK UNLESS OTHERWISE NOTED.

**FOURTH THRU SIXTH FLOOR PLAN
EAST HALF**

LEGEND

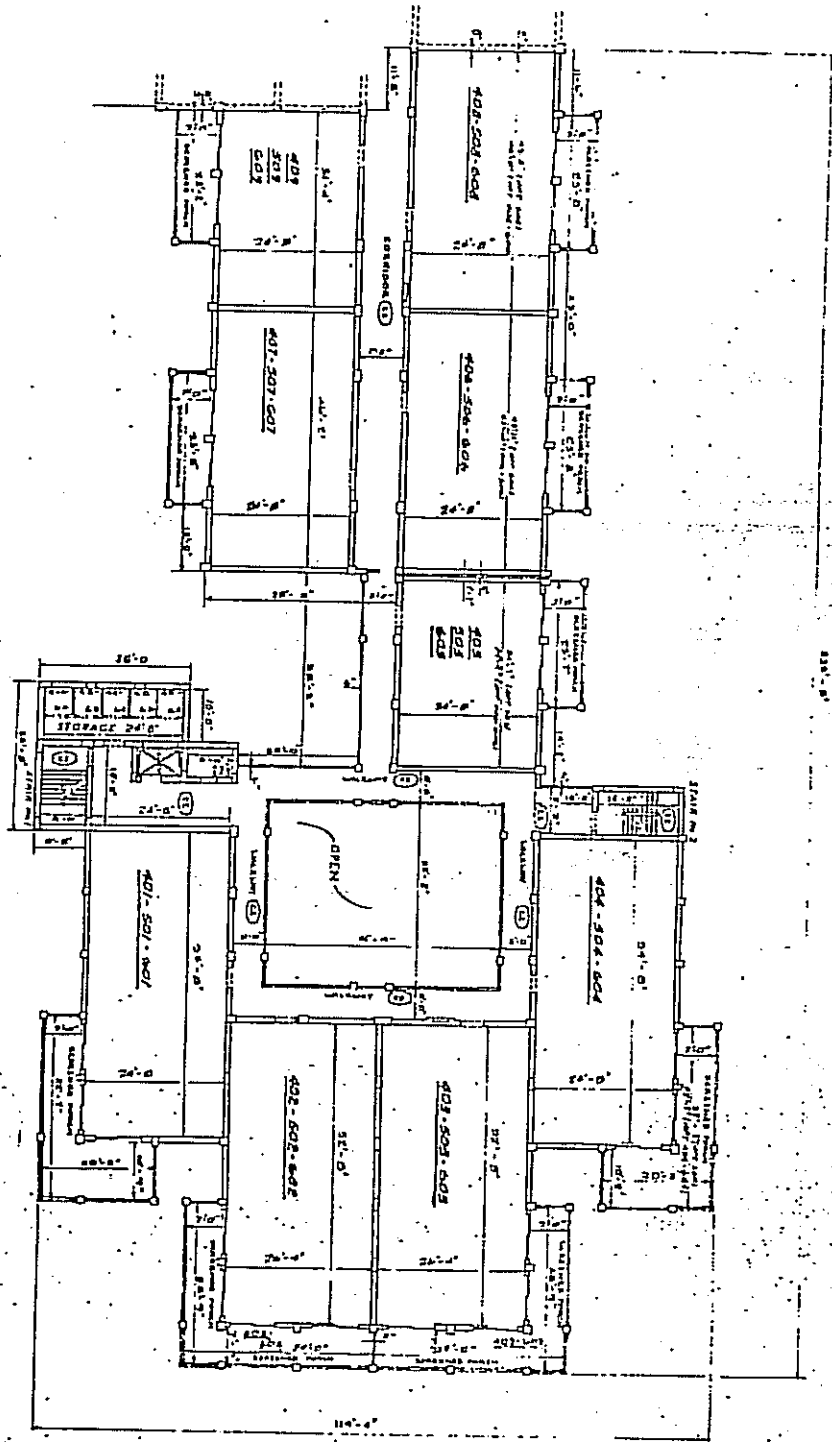
 UNITED COMMON ELEMENTS
 COMMON ELEMENTS

SMALLY, WELFORD & HALVEN
CONSULTING ENGINEERS
SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM
 IN SEC. 35, TWP. 36 S., RGE. 17 E.
 SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 401
 SHEET 10 OF 16 SHEETS

SHEET 9
 WATER LINE



NOTE:
 ALL WALLS ARE 6" THICK UNLESS
 OTHERWISE NOTED.

FOURTH THRU SIXTH FLOOR PLAN
 WEST HALF

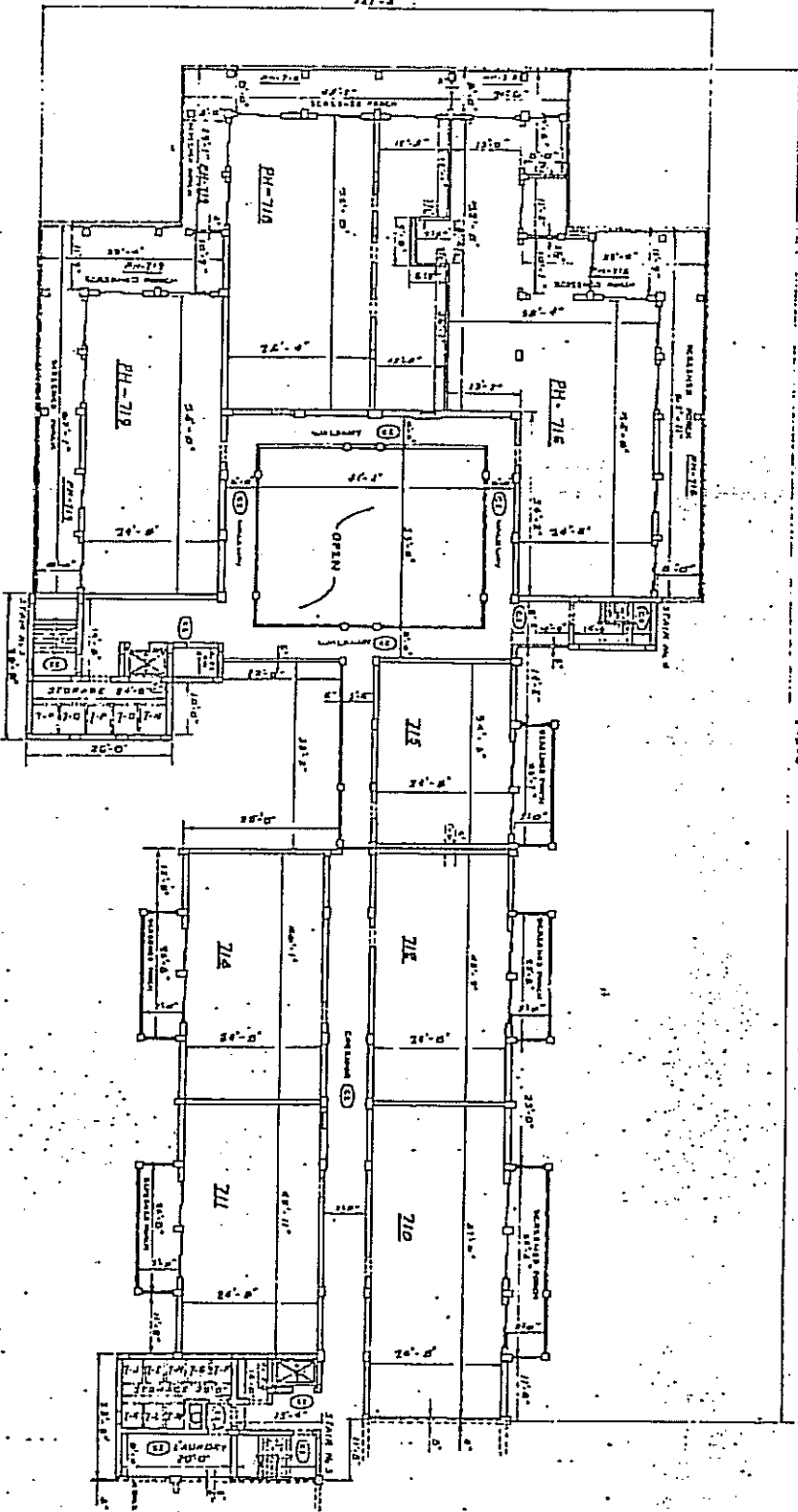
LEGEND
 (Symbol) UNITED COMMON ELEMENTS
 (Symbol) COMMON ELEMENTS

SMALLY, WELFORD & HALVEN
 CONSULTING ENGINEERS
 SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM

IN SEC. 35, TWP. 36 S., RGE. 17 E.
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 407
SHEET 11 OF 16 SHEETS



NOTE:
ALL WALLS ARE 6" THICK UNLESS
OTHERWISE NOTED.

7TH FLOOR PLAN
EAST HALF

LEGEND
LIMITED COMMON ELEMENTS
COMMON ELEMENTS

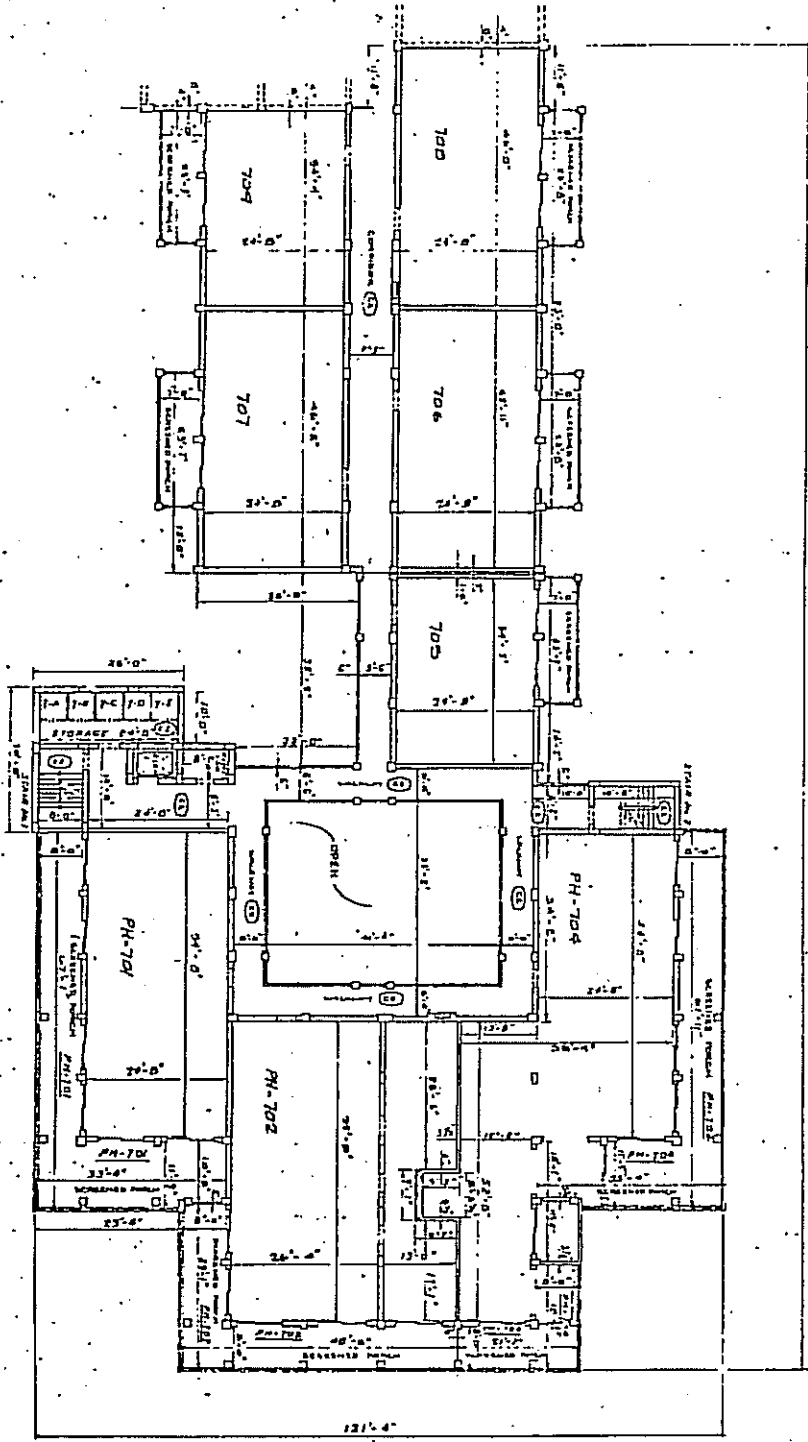
SMALLY, WELFORD & NALVEN,
CONSULTING ENGINEERS
SARASOTA, FLORIDA



LIDO SURF & SAND, A CONDOMINIUM
 IN SEC. 35, TWP. 36 S., RGE. 17 E.
 SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK , PAGE 200
 SHEET 12 OF 16 SHEETS

SHEET 11
 MATCH LINE



NOTE:
 ALL DIMENSIONS ARE IN FEET AND INCHES
 UNLESS OTHERWISE NOTED

7TH FLOOR PLAN
 WEST HALF

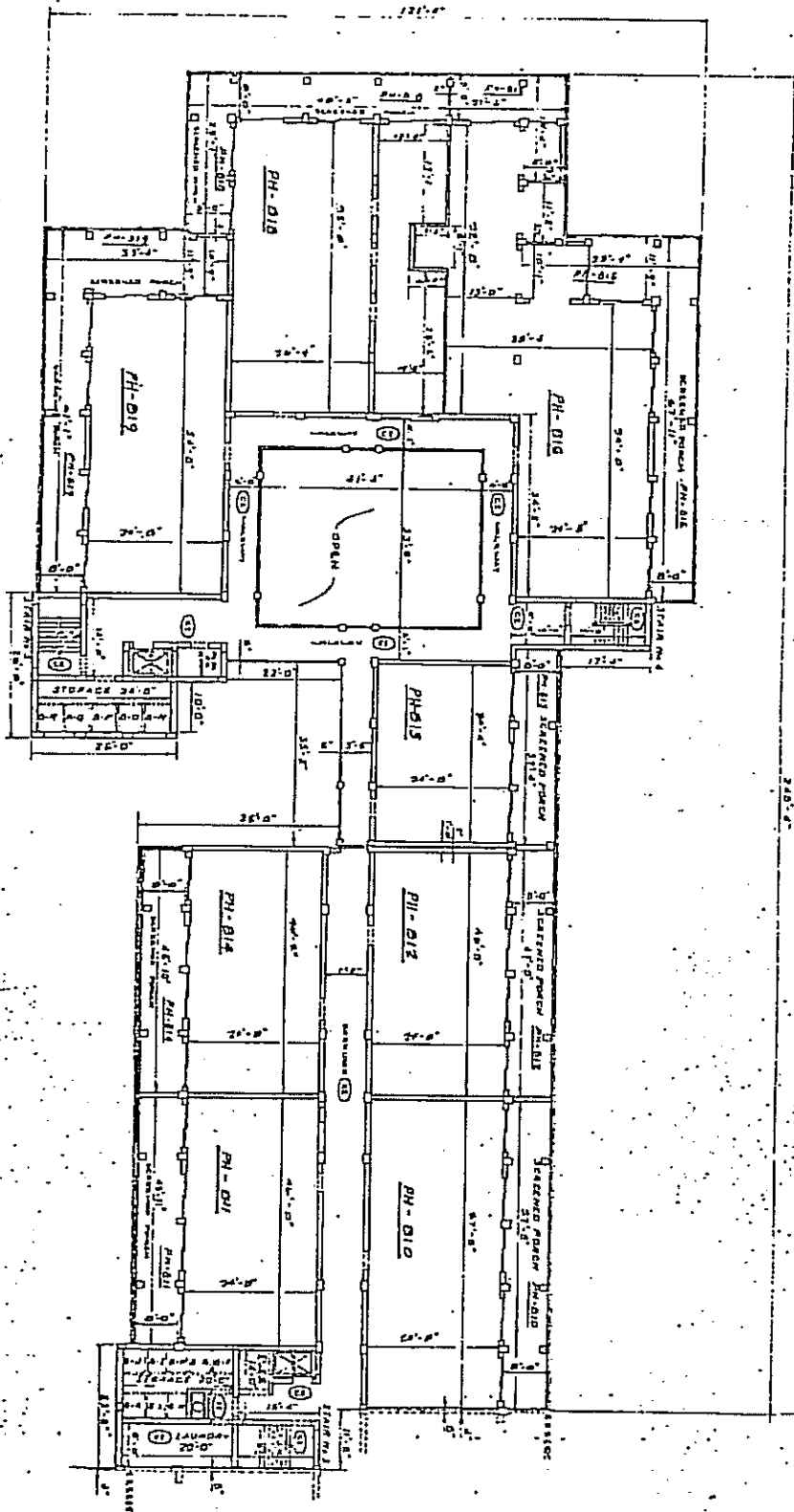
LEGEND
 (Symbol) LIMITED COMMON ELEMENTS
 (Symbol) COMMON ELEMENTS

SMALL, WELFORD & NALVEN
 CONSULTING ENGINEERS
 SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM

IN SEC. 35, TWP. 36 S., RGE. 17 E.
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 1101
SHEET 13 OF 16 SHEETS.



MATCH LINE
SHEET 14



NOTE:
ALL WALLS ARE 6" THICK UNLESS
OTHERWISE NOTED.

8TH FLOOR PLAN EAST HALF

LEGEND
 LIMITED COMMON ELEMENTS
 COMMON ELEMENTS

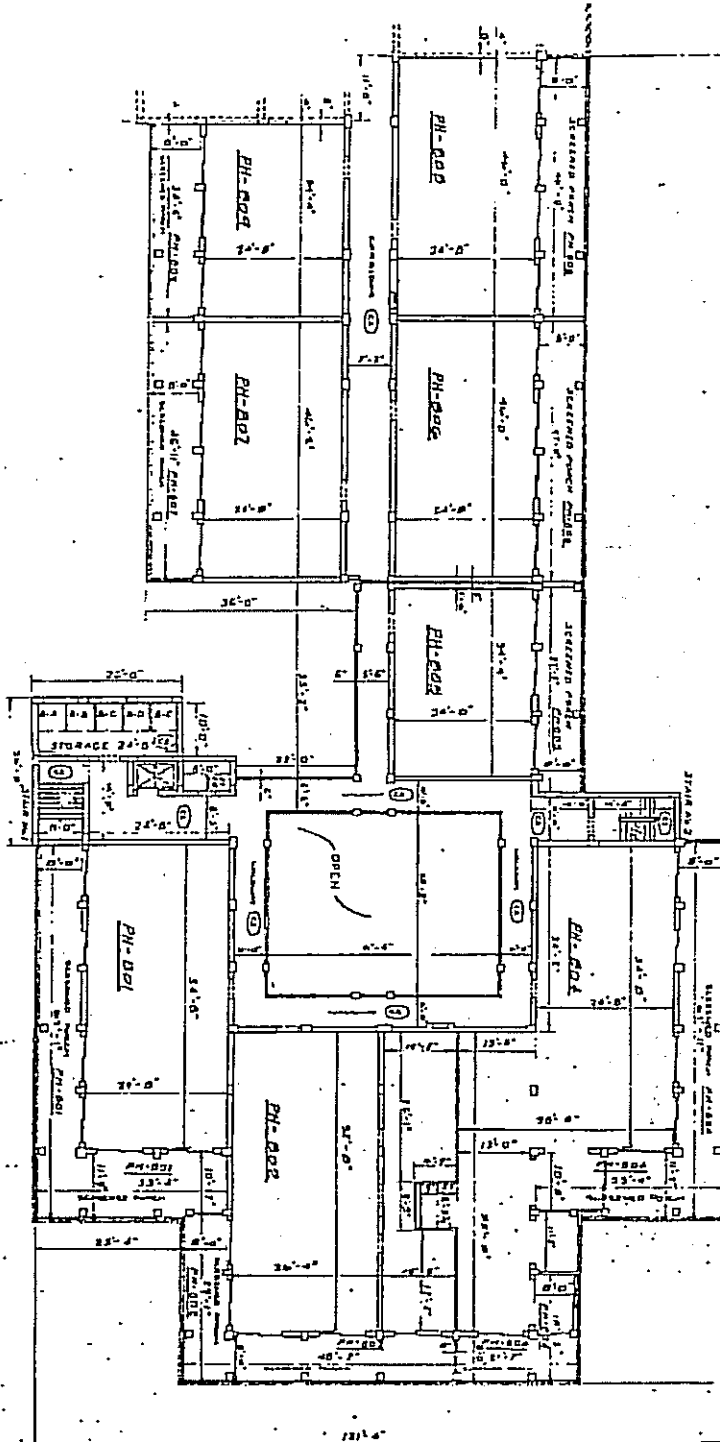
SHALLY, WELFORD & HALVEN
CONSULTING ENGINEERS
SARASOTA, FLORIDA

LIDO SURF & SAND, A CONDOMINIUM

IN SEC. 35, TWP. 36 S., RGE. 17 E.
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 9, PAGE 400M
SHEET 14 OF 16 SHEETS

SHEET 13
MATCH LINE



NOTE
ALL WALLS ARE 5" THICK UNLESS
OTHERWISE NOTED.

8TH FLOOR PLAN WEST HALF

LEGEND
① LIMITED COMMON ELEMENTS
② COMMON ELEMENTS

SMALLY, WELFORD & NALVEN
CONSULTING ENGINEERS
SARASOTA, FLORIDA



LIDO SURF & SAND
 APPOINTMENT OF OWNERSHIP OF COMMON ELEMENTS, COMMON SURPLUS
 AND ALLOCATION OF COMMON EXPENSES.

Appt. No.

Percentage Apportionment

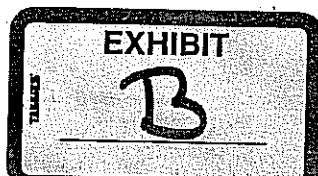
305	.007542
309	.007542
315	.007542
405	.007542
409	.007542
415	.007542
505	.007542
509	.007542
515	.007542
605	.007542
609	.007542
615	.007542
705	.007542
709	.007542
715	.007542
805	.007542
809	.007542
815	.007542

18 Units

506	.008820
507	.008820
508	.008820
511	.008820
512	.008820
606	.008820
607	.008820
608	.008820
611	.008820
612	.008820
614	.008820
506	.008820
507	.008820
508	.008820
511	.008820
512	.008820
514	.008820
606	.008820
607	.008820
608	.008820
611	.008820
612	.008820
614	.008820
706	.008820
707	.008820
708	.008820
711	.008820
712	.008820
714	.008820
806	.008820
807	.008820
808	.008820
811	.008820
812	.008820
814	.008820

35 Units

D/F REC 1156 PG 309



202	.010098
203	.010098
204	.010098
301	.010098
302	.010098
303	.010098
304	.010098
310	.010098
316	.010098
317	.010098
318	.010098
319	.010098
219	.010098
401	.010098
402	.010098
403	.010098
404	.010098
410	.010098
416	.010098
417	.010098
418	.010098
419	.010098
501	.010098
502	.010098
503	.010098
504	.010098
510	.010098
516	.010098
517	.010098
518	.010098
519	.010098
601	.010098
602	.010098
603	.010098
604	.010098
610	.010098
616	.010098
617	.010098
618	.010098
619	.010098
701	.010098
710	.010098
719	.010098
801	.010098
810	.010098
819	.010098

46 Units

702	.011377
704	.011377
716	.011377
718	.011377
802	.011377
804	.011377
81	.011377
818	.011377
819	.011377

8 Units

CONSENT OF INSTITUTIONAL FIRST MORTGAGEE

THE UNDERSIGNED, as owner and holder of one or more first mortgages on Unit **707** at Lido Surf and Sand Owners Association Inc., according to the Declaration of Condominium thereof, as recorded in O.R. Book 1156, Pages 284 et seq., Public Records of Sarasota County, Florida, hereby consents to the amendment(s) to the Amended and Restated Declaration of Condominium as approved by the Board of Directors and by a membership vote on January 13, 2012.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this 7th day of MAY 2012.

[Signature]

Witness

BY: [Signature]

[Signature]
Witness

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 7th day of MAY 2012 by Phillip C Beale, as ATP of FIFTH THIRD MORTGAGE CO, a corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]

Notary Public
Printed Name LINDA ROBERTS
State of OHIO
My Commission Expires 10/20/15

Recd 5/15/12

ACTIVE: 3680789_1



LINDA ROBERTS
Notary Public, State of Ohio
My Commission Expires
October 20, 2015

CONSENT OF INSTITUTIONAL FIRST MORTGAGEE

THE UNDERSIGNED, as owner and holder of one or more first mortgages on Unit **309** at Lido Surf and Sand Owners Association Inc., according to the Declaration of Condominium thereof, as recorded in O.R. Book 1156, Pages 284 et seq., Public Records of Sarasota County, Florida, hereby consents to the amendment(s) to the Amended and Restated Declaration of Condominium as approved by the Board of Directors and by a membership vote on January 13, 2012.

IN WITNESS WHEREOF, the undersigned institutional mortgagee has caused this instrument to be executed by its undersigned duly authorized officer this _____ day of _____ 2012.

[Signature]
Witness -
[Signature]
Witness

BY: [Signature]
Kim McManus

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 22 day of May 2012 by Kim McManus, as Vice President of Citic Bank, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Notary Public
Printed Name Donna Hodson
State of Florida
My Commission Expires 1/27/2013

ACTIVE: 3680789_1

