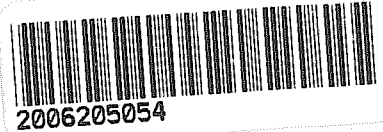


This instrument prepared by and return to:
Chad M. McClenathen, Esq.
1820 Ringling Boulevard
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#854305



**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
L'AMBIANCE AT LONGBOAT KEY CLUB, A CONDOMINIUM**

WHEREAS, the original Declaration of Condominium of L'Ambiance at Longboat Key Club, a Condominium was recorded at Official Records Book 2382, Page 2539, et seq., Public Records of Sarasota County, Florida (Declaration), and

WHEREAS, there have been numerous amendments to the Declaration as reflected by instruments recorded in the public records, and

WHEREAS, a significant package of amendments included in this Amended and Restated Declaration of Condominium was approved by not less than a majority of the entire membership of the Board of Directors at a Board meeting on April 18, 2006, and

WHEREAS, institutional owners and holders of first mortgages on the units have consented to the amendments and this Amended and Restated Declaration of Condominium, which consents are attached hereto as unlettered exhibits, and

WHEREAS, not less than seventy-five percent of the voting interests of the entire membership of the Association approved the amendments to Section 14 hereof, and not less than two-thirds of the voting interests of the entire membership of the Association approved the remainder of the amendments, and this Amended and Restated Declaration, at a duly noticed and convened membership meeting held on May 31, 2006.

NOW THEREFORE, L'Ambiance at Longboat Key Club Condominium Association, Inc. does hereby amend and restate the Declaration of Condominium of L'Ambiance at Longboat Key Club, a Condominium for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described in Exhibit A attached to the original Declaration of Condominium, as recorded in Official Records Book 2382, Page 2519, and the lands described in phase amendments to the Declaration of Condominium, as recorded in Official Records Book 2464, Page 1499 and 1500, and Official Records Book 2620, Page 675, as rerecorded in Official Records Book 2623, Page 1843, all of the Public Records of Sarasota County, Florida, and all improvements thereon, to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the condominium property and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium property.

1. **NAME OF CONDOMINIUM.** The name by which this Condominium is to be identified is the L'Ambiance at Longboat Key Club, a Condominium.

2. **DEFINITIONS.** The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the L'Ambiance at Longboat Key Club Condominium Association, Inc., shall be defined in accordance with the provisions of the Condominium Act, and as follows, unless the context otherwise requires:

(a) Assessment shall mean a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

(b) Association means the L'Ambiance at Longboat Key Club Condominium Association, Inc., and its successors.

(c) Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.

(d) Board means the Board of Directors of L'Ambiance at Longboat Key Club Condominium Association, Inc.

(e) Common Elements shall include:

(1) All of those items stated in the Condominium Act;

(2) All Condominium Property not included in the Units;

(3) Easements as set forth herein.

(4) All structural columns, and bearing walls regardless of whether they are located within or without the Unit boundary lines.

(5) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the Common Elements and up to the interior surface of the Unit boundary wall.

(6) All utility areas and installations and all utility services which are available to more than one Unit or to the Common Elements, including easements through the Units necessary to provide such services.

Reference to Common Elements include Limited Common Elements unless the context otherwise requires.

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

(g) Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(h) Condominium means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

(i) Condominium Act shall mean Chapter 718 of the Florida Statutes, as it existed on the date the original Declaration of Condominium was recorded in the Public Records of Sarasota County, Florida.

(j) Condominium Documents means this Declaration, the Survey, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.

(k) Condominium Parcel means a Unit together with the undivided share of the Common Elements which is appurtenant to the Unit.

(l) Declaration or Declaration of Condominium shall mean this instrument as it may be amended from time to time.

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

(n) Institutional First Mortgagee means any bank, savings or buildings and loan association, insurance company, mortgage company, agency of the United States Government, real estate investment trust, or other recognized institutional type lender holding a first mortgage encumbering a Unit.

(o) Limited Common Elements means those portions of the Common Elements which are reserved for the use of a certain Unit or certain Units to the exclusion of the other Units, as set forth herein and/or shown on the Survey.

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

(q) Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

(r) Utility services shall include, but not be limited to electric, power, gas, water, air conditioning, and garbage and sewage disposal and cable television services or communication facilities or services that may be contracted for the Members in bulk.

(s) Voting Interest means the voting rights distributed to the Members of the Association pursuant to this Declaration.

(t) Unit or Unit means Unit as defined by the Condominium Act.

3. SURVEY AND PLOT PLAN. A survey of the land and plot plan locating the improvements thereon and identifying each Unit and the Common Elements, their relative locations and approximate dimensions, was recorded in the Public Records of Sarasota County, Florida in Condominium Book 29, Pages 47, 47A through 47H, as amended in Condominium Book 30, Pages 21, 21A through 21H (Survey). The locations, dimensions, descriptions, identification and numbering or lettering of the respective Units shall be as described in the Survey.

4. THE UNITS. A Unit shall consist of the space defined in the Survey. In the event that the actual physical location of any Unit at any time does not precisely coincide with the Survey the actual physical locations shall control over the locations, dimensions and descriptions contained in the Survey. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective Units as contained in the Survey will control.

5. LIMITED COMMON ELEMENTS. Subject to the access, maintenance, repair and replacement rights and obligations of the Association, its employees, agents and representatives, the Limited Common Elements, the use of which shall be limited to those Unit Owners to whom such use is assigned by means of this Declaration, amendments thereto, assignments executed by the Developer, or by the Association, include:

(a) Exterior Stairways. All exterior stairways, if any, that serve second floor Units are Limited Common Elements appurtenant to the Unit served whether or not shown on the plat.

(b) Interior Stairways. All interior stairways (including landings) above the lobby floor are Limited Common Elements appurtenant to the vertically aligned Units served by such stairway whether or not shown on the plat.

(c) Service Corridor Area. The service corridor areas on floors two through nine located adjacent to the Royal and Areca Unit types on each floor as shown on the Survey shall be a Limited Common Element of such Units on that floor. Such service corridors will be heated and air conditioned by the heating and air conditioning equipment that serves the Units to which such service corridor is appurtenant as a Limited Common Element.

(d) Elevators. Each elevator shall be a Limited Common Element of the vertically aligned Units adjacent to its door(s) on each floor that it services. Each elevator whose door opens adjacent to service corridor areas shall be a Limited Common Element of the vertically aligned Units to which such lobby corridor areas have been assigned as a Limited Common Element.

(e) Other Areas. All other areas, if any, designated as Limited Common Elements on the Survey or assigned pursuant to paragraph 6 hereof.

6. PARKING SPACES: STORAGE LOCKERS: WINE LOCKERS. The covered and/or uncovered parking spaces shown on the Survey the storage lockers shown on the Survey and individual wine lockers located within the wine cellar room shown on the Survey, which were assigned by Developer shall be Limited Common Elements appurtenant to the Units to which assigned. Parking spaces and storage lockers were assigned by Developer so as to provide a minimum of one (1) parking space, one (1) storage locker and one (1) wine locker for each Unit.

The right to use of the said designated parking space, storage locker, or wine locker shall be appurtenances to the Unit owned by the Owner to whom such parking space, storage locker, or wine locker was assigned. The Association shall not thereafter reassign or change said Owner's parking space(s), storage locker(s), or wine locker(s) without his written consent. A Unit Owner may transfer or assign use of the parking space(s), storage locker(s), or wine locker(s) assigned to the Unit Owner provided that such assignment is to another Member of the Association and the Unit Owner delivers written notice of such assignment to the Association. Provided however, in no event may exchanges or transfers be permitted that would result in a Unit having no assigned parking space, storage locker or wine locker, it being the intent that every Unit shall always have at least one assigned parking space, one assigned storage locker and one assigned wine locker as Limited Common Elements appurtenant thereto. A conveyance of the Unit shall also transfer, as an appurtenant to said Unit, the designated parking space(s), storage locker(s) and wine locker(s), if any, that have not been transferred or assigned by the Unit Owner to another Member, without necessity of reference to or description of the parking space(s), storage locker(s) or wine locker(s).

Designation of parking spaces, storage lockers, and/or wine lockers assigned to a Unit Owner were made in the deed of conveyance or by separate written assignment.

The Association has the authority to make additional Limited Common Element designations of parking spaces, storage lockers and wine lockers to the extent the developer did not assign all available parking spaces, storage lockers or wine lockers.

7. THE CONDOMINIUM ASSOCIATION.

(a) The corporation which will be responsible for the operation of the Condominium is L'Ambiance at Longboat Key Club Condominium Association, Inc., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, shall automatically be Members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the Condominium and of the Association shall be controlled by the Board.

(b) Subject to the provisions of this Declaration, the operation of the Association shall be governed by the Articles of Incorporation and the Bylaws, as amended from time to time. A copy of the Amended and Restated Articles of Incorporation is attached hereto and marked Exhibit A. A copy of the Amended and Restated Bylaws of the Association are attached hereto and marked Exhibit B.

(c) Each Unit shall be entitled to one vote, which vote shall be cast as provided in the Condominium Documents.

(d) Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association, upon approval by no less than two-thirds of the Voting Interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

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

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

(g) Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in subsection 'f' hereof, the power to acquire real property may be exercised by the Board of Directors, but only after approval by no less than two-thirds of the Voting Interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association.

(h) Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board, without need for authorization by the Unit Owners.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND SURPLUS. The ownership and undivided shares of the respective Units in the Common Elements and the Common Surplus shall be as set forth in Exhibit C attached hereto and made a part hereof.

9. LIABILITY FOR COMMON EXPENSES. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share of the Common Elements appurtenant to the Unit.

10. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

(a) Specific Use Restrictions. No owner, tenant, or other occupant shall:

(1) Use the Unit for other than single-family residential purposes; and no more than 2 persons per bedroom shall be allowed to permanently reside in a Unit;

(2) No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

A. The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under the Condominium Documents, and applicable law.

B. Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations in Town of Longboat Key, and the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in an increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.

(3) Permit loud and objectionable noises (including without limitation, the playing of any drums, organ, piano, or electronically amplified musical instrument or device) or obnoxious odors to emanate from the Unit, which may cause a nuisance to the occupants of other Units in the sole opinion of the Board, or commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Common Elements, Limited Common Elements or on the Association Property;

(4) Paint or otherwise change the appearance of any exterior wall, door, window, patio, terrace, or any exterior surface; place any sunscreen, blind, shutter or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any Unit facing the exterior of the Unit without a solid, light color liner acceptable in color to the Board; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a Unit except upon written approval of the landscaping plan by the Board of the Association, provided however, Unit Owners may place moveable plants on their terraces, but if such planted or potted plants become unsightly in the opinion of the Board, such plants shall be removed; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures Within or on the Common Elements or Limited Common Elements or Association Property; nor any of the foregoing without the prior written consent of the Board;

(5) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements or Limited Common Elements or Association Property, except with the written consent of the Board;

(6) Make any use of a Unit which violates any laws, ordinances or regulations of any governmental body;

(7) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units, the Common Elements, the Limited Common Elements or the Association Property, which may be adopted from time to time by the Board, or fail to allow the Board or its designated agent access to the Unit granted to the Association pursuant to Florida Statutes Section 718.111(5).

(8) Permit or suffer anything to be done or kept in a Unit, the Common Elements, the Limited Common Elements or the Association Property which will increase insurance rates on any Unit, the Common Elements, Limited Common Elements or Association Property;

(9) Divide or subdivide a Unit for purpose of sale or lease except to the Owner of an adjacent Unit, however a Unit may be combined with an adjacent Unit and occupied as one Unit but such combined units shall continue to be considered separate distinct Units with regard to all rights, restrictions and obligations under this Declaration, including but

not limited to voting rights and percentage ownership of Common Elements and Common Surplus, and obligation for Common Expenses;

(10) An Owner or tenant may display one portable, removable United States flag in a respectful way, and certain armed forces service flags on designated holidays as permitted under the Condominium Act.

(11) Hang any laundry, garments, or other unsightly objects which are visible outside of the Unit;

(12) Obstruct the common way of ingress or egress to the other Units, the Common Elements, the Limited Common Elements assigned to more than one (1) Unit, or the Association Property;

(13) Allow anything to remain in or on the Common Elements, Limited Common Elements or Association Property which would be unsightly, hazardous, or unreasonably obstruct the view from any other Unit;

(14) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage cans or recycling containers) provided therefor, and each Unit, the Common Elements, the Limited Common Elements and Association Property shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder shall be placed in waterproof bags or similar containers before being placed in the appropriate receptacles. Bottles, cans, plastic and other recyclable materials should be placed unbagged in the designated recycling containers;

(15) Allow any fire or health hazard to exist;

(16) No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed within a Unit or Limited Common Element reserved to the exclusive use of an Owner subject to compliance with the following requirements:

(A) Permitted antennas include (collectively hereinafter referred to as "antennas"):

(1) Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

(2) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

(B) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any other Unit and in a location to minimize annoyance or inconvenience to other occupants if this placement would still permit reception of an acceptable quality signal. The Board may promulgate rules and policies on suitable locations for each Unit and its appurtenances, and the method of attachment to the building to protect the structural and weatherproofing integrity of the building.

(C) Safety Requirements. To safeguard the safety of the Unit Owner, occupants of the Unit in which the antenna is located, neighboring occupants, and other Owners, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the

antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(D) Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance or use; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Unit Owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

(E) The installation and use of an antennae, or the nonuse of cable television service provided by the Association, shall not excuse an Owner from the obligation to pay a share of the expense of a bulk cable television contract if part of the Common Expenses of the Association.

(17) Park any commercial vehicle (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, or exposed equipment or materials but any automobile bearing a small sized sign with a business name shall not be deemed a commercial vehicle), or truck (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, cargo vans, and pick-up trucks. For purposes hereof, pick-up trucks shall include any sport utility vehicle that has an open bed, boat, camper (vehicles having either kitchen or bathroom facilities), motor home, trailer, mobile home or similar vehicle in any parking area overnight; except service vehicles during the time they are actually serving the Unit, the Common Elements, the Limited Common Elements or the Association Property. No motor vehicle, trailer, boat, or any other property of any nature whatsoever may be parked or stored on a lawn, or any part of the Condominium except for the designated parking areas.

The Board shall have the authority to prohibit any vehicle, trailer, vessel, or other property that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle, trailer, vessel or property constitutes a safety hazard or is unsightly. The opinion of the Board shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board is not unreasonable shall conclusively establish the validity of such position.

All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted except for minor repairs, such as the replacement of a battery or tire, and only when necessary to make the motor vehicle operable, and in no event shall any repairs continue for more than one day.

The Board shall have the authority by adoption of a rule to limit the number of motor vehicles that may be parked in any parking area, other than the assigned parking under the building, by an Owner or other occupants of a Unit.

(18) Make use of the Common Elements, the Limited Common Elements, or the Association Property in such a manner as to abridge the equal rights of the other Unit Owners entitled to their use and enjoyment.

(19) Allow any animals to be kept in the Unit other than one cat or one dog not exceeding 30 pounds in weight, and caged birds and fish, subject to the rules and regulations adopted by the Board from time to time; provided further that in the event any pet becomes a nuisance to the other Unit Owners in the sole opinion of the Board of Directors, such animals shall be removed from the Unit immediately. Authorized pets are only allowed on the Association Property, the Limited Common Elements assigned to more than one (1) Unit, or Common Elements when on a leash, accompanied by its owner and then only so long as the pet does not create a disturbance;

(20) Lease less than an entire Unit or lease an entire Unit for a period of less than ninety (90) consecutive days, or enter into leases such that more than one lease commences in any one calendar year; (during the time a Unit is leased or occupied by others, the Unit Owner shall not have the right to use the Common Elements, the Limited Common Elements, the Association Property, and facilities except as a guest of a Unit Owner or lessee, or to enforce its rights as landlord pursuant to Chapter 83, F.S.).

(b) Provided Further. Notwithstanding anything to the contrary contained herein, no change shall be made in paragraph 10(a)(19) and 10(a)(20) above, and no restriction regarding occupancy of a Unit by children may be added to this Declaration without prior approval of Unit Owners having not less than seventy-five percent (75%) of the Voting Interests. Additionally, no restriction prohibiting children from occupying a Unit may be added to this Declaration absent compliance with all federal, state, and local laws.

11. MAINTENANCE, REPAIR, REPLACEMENT, AND ALTERATIONS. Responsibility for the maintenance, repair, and replacement of Association Property, Common Elements, Limited Common Elements, and Units shall be as follows:

(a) By the Association. The Association shall maintain, repair and replace as part of the Common Expense all of the Association Property, Common Elements, and Limited Common Elements as defined herein, except for the Limited Common Elements set out in paragraph 11(b) which are to be maintained by the Unit Owner.

The Association shall have the irrevocable right of access to each Unit and Limited Common Elements appurtenant to such Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Association Property, Common Elements or Limited Common Elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements, Limited Common Elements, Association Property, or to another Unit. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

The Association's responsibilities include, without limitation:

- (1) Electrical wiring up to the circuit breaker panel in each Unit.
- (2) Water pipes up to Unit shutoff valve.
- (3) Cable television lines up to the wall outlet.
- (4) Main air conditioning condensation drain lines up to the point where the individual Unit condensate drain line attaches to the main drain line.

(5) Sewer lines up to the point where they enter the individual Unit.

(6) 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.

(7) Maintenance, including painting, caulking and waterproofing, repair or replacement of all fixed glass, including frames, that are not accessible from the terraces of the Units.

(8) All exterior building walls, knee walls, and all hollow metal doors that provide egress into fire stairs from all Unit and service elevators in the Royal and Areca Units. This obligation shall include painting, waterproofing, caulking and replacement, except that the interior surfaces accessible from the inside of the Unit shall be painted by the Owner.

(9) All structural and load bearing portions of a Unit or Limited Common Element, including all concrete slabs that constitute part of the Unit or Limited Common Elements.

(10) Service corridor areas adjacent to the Royal and Areca Units.

(11). Smoke detectors, fire alarms, and sprinkler systems providing protection to the building, no matter where located, if part of the systems approved by the Board of Directors of the Association from time to time, including but not limited to any systems required by governmental authority. Within each Unit there may be one or more light fixtures which are connected to and powered through the emergency generator electrical panel. Such light fixture(s) shall be Limited Common Elements appurtenant to the Unit in which the light fixture(s) is/are located. The Association shall be responsible for the maintenance, repair, and replacement of the light fixture(s); the Unit Owner shall be responsible for replacing the light bulb(s).

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

The Association's obligation to maintain, repair and replace, as part of the Common Expenses, all of the Common Elements shall include any obligation imposed by any governmental authority having jurisdiction over the Condominium to take all necessary measures to maintain a stabilized shore protection zone (consisting of a beach/dune area planted with native vegetation and including dune walkover structures) which obligation may include among other obligations periodic maintenance and replenishment of the vegetation in the shore protection zone and periodic dredging and filling to maintain the width of the shore protection zone.

Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board, may assume some of the maintenance responsibilities of the Unit Owners for portions of the Limited Common Elements, including but not limited to, portions of the terraces and exterior stairways that the Unit Owners are obligated to maintain under Sections 11(c)(1) and (2) of this Declaration, 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 not be Common Expenses but shall be billed to the Owner(s) of the affected Units based on the cost incurred by the Association for the work on each Unit and its Limited Common Elements, which shall be collectible by the Association in the same manner as

provided in this Declaration for the collection of Assessments. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board.

(b) By the Unit Owners. Each Unit Owner shall maintain, repair and replace certain Limited Common Elements as set forth below and everything within the confines of his Unit which is not part of the Common Elements or Limited Common Elements as defined herein, including but not limited to:

- (1) Paint, finish, covering, wallpaper, and decoration of all walls, floors, and ceiling of the Unit;
- (2) All built-in shelves, cabinets, counters, storage areas, and closets;
- (3) Any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, and all bathroom fixtures, equipment and apparatus, within his Unit;
- (4) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, serving only one Unit;
- (5) All mechanical, ventilating, heating and air conditioning equipment serving only the Unit or Limited Common Elements assigned to such Unit, regardless of whether such equipment may be located partially or entirely outside of the boundaries of the Unit;
- (6) All interior doors, walls, partitions, and room dividers;
- (7) All furniture, furnishings, and personal property contained within a Unit;
- (8) The light bulbs in the light fixture(s) which are connected to and powered through the emergency generator electrical panel and which are Limited Common Elements, shall be replaced by the Unit Owner.
- (9) Maintenance, repair, and replacement of the entrance doors to Unit from the guest elevators or from the service hallway into the Unit.

(c) Other Unit Owner Responsibilities:

(1) Terraces. The Unit Owner who has the right of exclusive use of the terrace shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling of said area, and the maintenance (including painting and cleaning), repair, and replacement (other than damage caused by an insured hazard under the Association insurance policies) of all metal railings, frames, and fixed glass above the terrace knee walls; sliding glass doors, including frames; fixed glass separating the Unit from the terrace; the wiring, electrical outlet(s) and fixture(s) on the terrace; and the replacement of light bulbs.

The Association shall be responsible for the maintenance, repair, and replacement of exterior walls and ceilings, and the caulking of the metal railings, frames, fixed glass, sliding glass doors, and knee walls.

(2) Exterior Stairways from Second Floor Units. The Unit Owner who has the right of exclusive use of the stairway shall be responsible for the day-to-day cleaning and care of the stairway, and the maintenance (including painting and cleaning), repair, and replacement (other than damage caused by an insured hazard under the Association insurance policies) of all metal railings and gates. The Association shall be responsible for the maintenance, repair, and replacement of structural components.

(3) Wine Lockers and Storage Lockers. The Unit Owner who has the right of exclusive use of a wine locker or storage locker shall be responsible for the day-to-day cleaning and care of the interior of such lockers.

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

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

(6) Flooring. All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in the terraces, kitchen, dining area, breakfast area or bathrooms. An Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Board of Directors prior to any such installation. The Association shall have the right to inspect the installation at any time during or after the work to ensure compliance with the foregoing. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting or area rugs, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.

(7) Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to the Unit, the Common Elements, or the Limited Common Elements, including but not limited to the installation of hurricane shutters, the Unit Owner, and successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property, provided however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required in this Declaration.

(8) Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

(d) Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any alterations or improvements to the Common Elements or Limited Common Elements, or any material alterations or substantial additions to his or her Unit, including but not limited to modifying the floor plan, configuration, or structural character of the Unit, or in any manner change the exterior appearance of any portion of the Condominium Property, except decorations permitted by the Rules of the Association, without first obtaining the written approval of the Board, which approval may be denied if the Board determines that the proposed modifications or alterations would be inconsistent with the uniform appearance of the building or Condominium, or adversely affect, or in any manner be detrimental to, the Condominium in part or in whole.

(e) Enforcement of Maintenance. If after reasonable written notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit or Limited Common Element, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the business judgment of the Board may constitute a health or safety hazard to other property or

residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any, and shall constitute a lien on the Unit and may be foreclosed in the manner as a real estate mortgage.

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

(g) Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board shall adopt and approve a style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A Unit Owner may install an approved shutter without specific consent from the Board provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the color and style adopted by the Board shall be permitted.

(h) Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessments.

(i) Alterations and Additions to Common Elements and Association Property by Association. The protection, maintenance, repair, insurance, and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than ten (10%) percent of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval by no less than two-thirds of the voting interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

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

(a) Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear.

(b) Coverage.

(1) Casualty. The Association shall obtain and maintain fire, wind, general casualty, flood, and extended casualty insurance coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire condominium, including Association property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, including coverage for changes in building conditions, provided the Board may exclude landscaping, foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes. The Board of Directors, in the exercise of their business discretion, may determine to obtain the maximum flood insurance available under the National Flood Insurance Program and not obtain additional coverage that may be available through other sources. The Association shall hold the original policy of insurance, and institutional lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. The word "building", or its equivalent, in any casualty insurance policy issued to insure the Condominium Property does not include the following items, which must be insured by each Unit Owner: (1) personal property located within the Unit; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) air conditioning and heating equipment; (6) water heater; (7) water filter; (8) built-in cabinets and countertops; (9) and window treatments including curtains, drapes, blinds, hardware and similar window treatment components, to the extent any of the foregoing items are located within the Unit boundaries; (10) any improvements made within the Unit which are not covered by the Association policy; (11) and air conditioning compressors that service only an individual Unit, no matter where located. The Unit Owners shall also be responsible to insure any portion of the Condominium property that may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes.

(2) Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board may deem appropriate. The Board shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the Owner's Unit, as the Owner may deem appropriate.

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

(4) Other Insurance. Such other insurance as the Board may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, and insurance for the benefit of its employees.

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

(c) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

(d) Insurance Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be

deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.

(e) Responsibility. If the damage includes those parts of a Unit or Limited Common Element or additions or upgrades for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair after casualty of said portion of the work, although the Association may perform the work on behalf of the Unit Owner if the damage is to an item that the Association insures when the Board deems it to be in the best interests of the Association to do so, including but not limited to, casualties where having multiple contractors may impede reconstruction efforts. When the Association is the recipient of insurance proceeds, such as in cases where a portion of the building is insured by the Association, but is the repair responsibility of the unit owner, the Association may condition the disbursement of insurance proceeds on obtaining reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(f) Deductible. The deductible shall be paid by the party responsible for obtaining and maintaining insurance on the item damaged. For example, window damage not covered under the insurance policy obtained by the Association because of the application of a deductible provision under that policy shall be paid as a Common Expense of the Association notwithstanding that a Unit Owner may otherwise be responsible for the maintenance of the window under this Declaration. Damages to items that must be insured by a Unit Owner that are not covered by insurance obtained by that Unit Owner shall be the responsibility of the Unit Owner. The provisions hereof pertaining to responsibility to insurance shall not be interpreted to modify the party responsible for maintenance, repair, and replacement. Unit Owners shall remain responsible for maintenance and repairs to the portions of their Unit as provided elsewhere in this Declaration notwithstanding that the Association insures an item. In the event the insurance proceeds are not sufficient to pay for the reasonable cost of repair or replacement of an item that was insured by the Association, the Unit Owner shall notify the Association in writing and provide documentation to substantiate the amount necessary to be funded by the Association. The Association shall pay the amount it deems to be reasonable under the circumstances, which amount may, but need not, be in the same amount requested by the Unit Owner.

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

(h) Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board, provided however, the Condominium shall be terminated in the manner provided in this Declaration in the event one or more units will be eliminated by virtue of the application of governmental regulations.

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

(j) Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority after a casualty:

(1) To declare any portion of the Condominium Property or Association Property unavailable for occupation by Owners, tenants, or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, Owners, tenants, or guests, and must be supported by

a written statement from a governmental official, engineer, architect, or other expert in the field as soon as reasonably practicable after the casualty.

(2) To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) including the right, unless objected to by an Owner who is physically present at the Condominium, to remove wet drywall and carpet (even if the Owner is obligated to insure and/or replace those items), and to remove personal property from the Unit and store at a offsite location, with Owners responsible for reimbursing the Association for expenses for which the Owner is responsible.

(3) To contract on behalf of Unit Owners, unless objected to by a Owner who is physically present at the Condominium, 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, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units.

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

(5) To use reserve funds to meet Association needs, and use reserve funds as collateral for Association loans.

(6) To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

(7) To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property.

(k) Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair which is the responsibility of the Association under this Declaration, assessments shall be made against all Unit Owners in sufficient amounts to provide the necessary funds for the payment of such costs. Such assessments shall be in proportion to the Unit Owner's share of the Common Expense and need not be approved by the Unit Owners.

(l) If the Condominium suffers substantial damage, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable, the Condominium may be terminated if two-thirds (2/3rds) of the total Voting Interests in the Condominium vote to terminate the Condominium within one hundred eighty (180) days of the casualty, which deadline may be extended an additional one hundred eighty (180) days if conditions after the casualty prevent the Association from noticing and conducting a membership meeting to vote on reconstruction or termination. Except for the consent of Institutional First Mortgagees, no further consent from any other person or entity shall be necessary to effectuate a termination of the Condominium after substantial damage. For purposes of this Declaration, "uninhabitable" shall mean that the Board has concluded that the Condominium Property cannot be restored to the condition (or a better condition) that 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 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.

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

(1) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and

protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be common surplus of the Association.

(3) Failure to Reconstruct or Repair. If it is determined in the manner provided in subsection (J) herein that the damage for which the proceeds are paid shall not be reconstructed or repaired and the condominium terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagee(s) being payable jointly to them. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Board may deem appropriate. In determining the amount of any partial distribution, the Board shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale, to the extent applicable, of assets of the Association and has paid all applicable Association liabilities, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. All distributions, whether partial or final, among the Owners shall be based on an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

13. CONDEMNATION.

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

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

(c) Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

(d) 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.

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

(1) Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

(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.

(3) Adjustment of Shares in Common Elements. If the floor area of one or more Units is reduced by the taking, the percentage of ownership of Common Elements and Common Surplus, and liability for Common Expenses, appurtenant to the Unit shall be recalculated in accordance with Sections 8 and 9 of this Declaration, and Exhibit C hereof, using the reduced floor area for any and all Units that have been reduced in size due to the taking. The result of such recalculation for each Unit shall be the adjusted percentage for such Unit.

(f) Unit Made Uninhabitable. If the taking is of the entire Unit, or so reduces the size of a Unit that it cannot be made habitable (as determined by the Board with the concurrence of the Owner(s) of the reduced Units and the owners and holders of any institutional mortgages on the reduced Units), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(1) Payment of Award. The awards shall be paid first to the applicable first mortgages in amounts sufficient to pay off their mortgages in connection with each Unit that is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgages of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(2) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner required for capital improvements to the Common Elements pursuant to Section 11(i) of this Declaration.

(3) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by recalculating the percentage share of all the remaining Units in the Condominium in accordance with Sections 8 and 9 of this Declaration, and Exhibit C hereof using square footages for remaining Units after the taking.

(4) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(5) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. A judgment upon the decision rendered by the arbitrator may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners,

including Owners who will not continue to be Owners after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant thereto by reason of the taking.

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

(h) Amendment. The changes in Units, in the Common Elements, in the ownership of the Common Elements and Common Surplus, and in the shares of the Common Expenses, that are effected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of the all directors of the Association

14. SALE OR LEASE OF A UNIT. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the condominium Units, the sale and leasing of a Unit by an Owner shall be subject to the following provisions:

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

(b) Approval of Leasing. All leases shall be subject to prior approval of the Association. Approval of the Association shall be withheld only if a majority of the entire Board so votes. Approval shall not be unreasonably withheld. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents. The Unit Owner shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

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

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

(2) The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.

(3) A person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit.

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

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

(d) Approval of Sale or transfer of Unit. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. The prospective purchaser shall make himself or herself available for a personal interview, if desired by the Board, prior to approval of such sale. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty-day period shall constitute approval.

(e) Corporations, Partnerships and Other Non-natural Entities. Except for transfers under subsection (i) herein, the sale, transfer or lease of a Unit to a corporation, partnership, limited liability company, a trust that does not qualify for an exemption under subsection (a) herein, or other non-natural entity shall be prohibited effective with the adoption of this Amended and Restated Declaration of Condominium. No transient or general tourism type use of a Unit by a corporation, partnership trust, or other non-natural entity shall be permitted as to those non-natural entity owners who may be grandfathered hereunder.

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

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

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

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

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

(5) The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit.

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

(g) Right of First Refusal, Duty to Provide Alternate Purchaser. The Association shall have no duty to provide an alternate purchaser, and the Association's right of first refusal shall be optional, in the event the transfer is rejected for cause based on one or more of the grounds for disapproval set forth above. If the Association disapproves a prospective purchaser without cause, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser who shall purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser. The closing between the selling unit owner and the Association, or the alternate purchaser, shall take place within sixty days after written notice of disapproval, or at such later date as the parties may agree.

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

(i) If the owner and holder of a first mortgage of record acquires title to the Condominium parcel as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve the transfer and the mortgagee shall automatically be entitled to membership in the Association. The sale of a Unit by a first mortgagee shall also be exempt from the right of approval by the Association. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.

15. ASSESSMENTS AND LIENS. The Board shall approve the annual budgets or projected anticipated income and estimated expenses for each fiscal year, and each Unit Owner will be responsible for his Unit's share of such annual Assessment based upon its share of the Common Expenses as provided herein. A Unit Owner, regardless of how title is acquired, is liable for all Assessments that become due while an owner of the Unit. In a voluntary conveyance, the grantee is jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the Common Expenses accrued to the time of the voluntary conveyance. If a Unit is sold on an Agreement for Deed, the selling owner remains jointly liable with the purchaser for all unpaid and accruing assessments against the owner until a deed is delivered and recorded and a copy, with recording data, is furnished to the Association.

(a) One-twelfth (1/12) of each Unit's annual Assessment shall be due and payable in advance to the Association on the first day of each month of each fiscal year, or the Board may, at its option, elect to have Unit Owners pay one-fourth (1/4) of each Unit's annual Assessment in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year, provided however, no matter whether the annual assessment is due in monthly or quarterly installments, the Association shall have the right to require every Unit Owner to pay that Owner's share of the annual insurance premium in one payment at such time as determined necessary by the Board of Directors.

(b) In addition, the Board shall have the power to levy Special Assessment against the Unit Owners in proportion to each Unit's share of the Common Expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. The specific purpose or purposes of any Special Assessment approved by the Board shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner.

(c) Any Assessments which are not paid when due shall bear interest from the due date until paid at the highest rate of interest permitted by law and shall be subject to such late charge as may be established by uniform rules and regulations of the Board; provided however, such late charge shall not exceed the greater of \$25.00 or 5% of the assessment amount per occurrence. Any payment received by the Association shall be applied first to any interest accrued on the Assessments, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection and last to the delinquent assessment. No payment by check is deemed received until the check has cleared.

(d) The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid Assessments, which shall include any accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien, including appellate proceedings, and if Assessments are paid monthly the installments of the Assessments may be accelerated to require the Unit Owner to pay quarterly in advance by giving the defaulting Unit Owner ten (10) days notice of intent to accelerate unless all delinquent sums are paid within that time.

(e) The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under the Condominium Documents.

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

16. REMEDIES FOR DEFAULT. Each Unit Owner, tenant, Guest and occupant of the Condominium shall be subject to and shall comply with the terms and conditions of the Condominium Documents and all amendments thereto. Failure of a Unit Owner or other person to comply with the terms of the Condominium Documents shall entitle the Association and/or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act and by law.

(a) Negligence. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement of the Condominium Property, Units owned by other persons, or any property in which the Association owns an interest rendered necessary by his willful action or negligence or by the willful action or negligence of any member of the Owner's family or Guests, employees, agents or lessees.

(b) Injunction. A suit may be brought to enjoin any violation.

(c) Damages. A suit may be brought for damages.

(d) Attorney's Fees. In any proceeding arising out of an alleged failure of a Unit Owner, tenant, Guest or occupant to comply with the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, including appellate proceedings from the non-prevailing party.

(e) No Waiver. The failure of the Association, or any Unit Owner to enforce any covenant, restrictions or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter.

17. AMENDMENTS. Subject to other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(a) Notice. A copy of a proposed amendment shall be included in the notice of any meeting of the Members of the Association of which a proposed amendment is to be considered. There shall be at least thirty (30) days written notice to each Unit Owner in advance of the meeting and notice shall be continuously posted at a designated conspicuous place on the Condominium Property at least thirty (30) days prior to said meeting. The foregoing requirements as to meetings are not to be construed, however, to prevent Unit Owners from waiving notice of the meetings or from acting by written agreement without meetings.

(b) Resolution. A resolution for the adoption of a proposed Amendment may be proposed by either the Board, or by not less than twenty percent (20%) of the Voting Interests of the Members. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Approval of a proposed Amendment must be by not less than two-thirds of the voting interests

participating in person or by proxy at a duly noticed and convened meeting and in no event by less than sixty (60) affirmative votes.

(c) Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit, or class or group of Unit Owners, unless the Unit Owners so affected and their mortgagees, if any, shall unanimously consent in writing; no amendment may permit timeshare estates to be created in any Unit unless every Unit Owner and the record owners of mortgages on every Unit, join in the amendment; and no amendment shall materially alter any Unit or its appurtenances, nor change the share of the Common Expenses or ownership interest in the Common Elements or Common Surplus, unless the Owner of the Units concerned and record owners of mortgages on such Units shall join in the execution of the amendment.

(d) Executed and Recorded. A copy of each adopted amendment shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. Said copy and certificate shall be recorded by the Association in the Public Records of Sarasota County, Florida. An amendment shall be effective when said documents are so recorded. Amendments adopted by Developer are excluded from this requirement and need only be evidenced by a certificate executed by Developer and recorded in the Public Records of Sarasota County, Florida.

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

18. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.

(a) Approvals. Written consent of the Institutional Lenders of a Unit shall be required for certain amendments to the Declaration as provided in Section 17 of this Declaration, which consent shall not be unreasonably withheld.

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

(c) Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of Common Expense or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, except as required by the Condominium Act, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

(d) Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

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

mortgagee shall be at the expense of the mortgagee.

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

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

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

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

(3) Any proposed action that requires the consent of the Institutional Lenders.

19. TERMINATION. The Condominium Property may be removed from the provisions of this Declaration at any time by a vote of Unit Owners having three-fourths (3/4) of the Voting Interests in the Condominium and unanimous written consent of all of the Institutional First Mortgagees by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the Board of Directors of the Association.

20. EASEMENTS. Easements are expressly provided for and reserved as follows:

(a) Right of Association to Create. Developer has reserved for and on behalf of the Association perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the Condominium lands. All public and private utility companies rendering utility services to this Condominium shall have and are hereby granted a perpetual nonexclusive easement over, across, under and through all of the Common Elements of the Condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this Condominium and for the purpose of reading meters in connection therewith. The exercise of said easement shall not include the right to disturb any building or structure on the Common Elements, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the event it is necessary to disturb the surface of the land in the exercise of said easement, the roadways, grass, landscaping and other improvements which are disturbed shall be restored by the utility company responsible therefor as soon as practicable to their prior condition as nearly as possible.

The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose), without the joinder of any Unit Owner, shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium Property or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Association, on behalf of itself and all Unit Owners (as such Owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Unit Owners (as such owner's attorney-in-fact), to satisfy the requirements of any public utility company or

governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(b) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

21. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, Bylaws and rules and regulations of the Association shall not affect the validity of the remaining portions.

22. COVENANTS AND RESTRICTIONS AFFECTING THE CONDOMINIUM.

(a) The lands being submitted to Condominium ownership are subject to the obligation to contribute to the maintenance of Longboat Club Road, and are subject to the Covenants relating to Longboat Club Road, which are recorded in Official Records Book 529, Page 716, Public Records of Sarasota County, Florida, amended by Amendment to Covenants relating to Longboat Club Road, recorded in Official Records Book 838, Page 32, Public Records of Sarasota County, Florida, and Amendment to Covenants relating to Longboat Club Road, recorded in Official Records Book 1287, Page 183, and Amendment recorded in Official Records Book 1896, Page 2156, Public Records of Sarasota County, Florida.

(b) The lands being submitted to Condominium ownership are also subject to the Declaration of Maintenance Covenants and Restrictions on The Commons for Longboat Key Club, recorded in Official Records Book 1314, Page 1834, Public Records of Sarasota County, Florida. The L'AMBIANCE AT LONGBOAT KEY CLUB CONDOMINIUM ASSOCIATION, INC., and its members have the right to use the Longboat Club Road for access to and from the Condominium to and from Gulf of Mexico Drive.

(c) In addition, the lands being submitted to Condominium ownership are subject to the restrictions set forth in that certain Special Warranty Deed recorded in Official Records Book 2182, Page 2924; Memorandum of Covenants recorded in Official Records Book 2182, Page 2941, and Landscape Irrigation and Maintenance Agreement recorded in official Records Book 2182, Page 2945, Public Records of Sarasota County, Florida.

(d) The Condominium lands are subject to the implementation of a Shore Protection Plan to be approved by the Town of Longboat Key; and the Association's responsibility thereunder is more particularly set forth in paragraph 11(a) hereof.

(e) The Condominium is also subject to the following restrictions of record:

(1) Declaration of Restrictions and Covenants for Gulf Front Properties of Arvida Corporation recorded in Official Record Book 1254, Page 1328, as amended at Official Record Book 2086, Page 2374, Public Records of Sarasota County, Florida, establishing a coastal construction set back line.

(2) Rights under Drilling Lease No. 224-2 recorded in Deed Book 246, Page 487, Public Records of Sarasota County, Florida.

(3) Coastal Construction Control Line adopted by the Florida Department of Natural Resources recorded in Official Record Book 2102, Page 2632, Public Records of Sarasota County, Florida, as amended or relocated from time to time.

The Board of Directors hereby certify the accuracy of the recitals herein and execute this Amended and Restated Declaration of Condominium this 15 day of ~~October~~, 2006.

November

Steven Brillhart

Witness signature

STEVEN BRILLHART

Print name of witness

Beverly Moore

Witness signature

BEVERLY MOORE

Print name of witness

L'Ambiance at Longboat Key Club Condominium Association, Inc.

Robert M. White
By: Robert M. White, President

Robert L. Blumberg
Attest: Robert L. Blumberg, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15 day of ~~October~~ *November*, 2006 by Robert M. White, as President, and by Robert L. Blumberg, as Secretary of L'Ambiance at Longboat Key Club Condominium Association, Inc., on behalf of the Association. They are personally known to me or have produced _____ as identification. If no type of identification is indicated

they are personally known to me.

Pam Frye
Notary Public
My Commission Expires: 4-2-08

