

This instrument prepared by and return to:  
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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
THE ROYAL ST. ANDREW, A CONDOMINIUM**

**WHEREAS**, the original Declaration of Condominium of The Royal St. Andrew, a Condominium was recorded at Official Records Book 784, Page 235, et seq., Public Records of Sarasota County, Florida (Declaration), and

**WHEREAS**, the Declaration has been amended on numerous occasions as indicated by instruments recorded in the Public Records of Sarasota County, Florida, 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 March 15, 2010, and

**WHEREAS**, not less than two-thirds of the voting interests of the entire membership of the Association approved the amendments, and this Amended and Restated Declaration, at a duly noticed and convened membership meeting held on April 19, 2010.

**NOW THEREFORE**, The Royal St. Andrew Association, Inc. does hereby amend and restate the Declaration of Condominium of The Royal St. Andrew, 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 herein, 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. The name by which this Condominium shall be known and identified is The Royal St. Andrew, a Condominium.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws, 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 Royal St. Andrew 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 the Association.

(e) Common Elements shall include those items stated in the Condominium Act, and Condominium Property not included in the Units, as hereinafter more particularly described. 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 means Chapter 711, Florida Statutes 1967, as may be amended from time to time, is incorporated herein by reference, and all provisions thereof shall apply to this condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration or its exhibits.

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

(q) 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.

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

(s) Unit means Unit as defined by the Condominium Act.

3. PROPERTY SUBMITTED TO CONDOMINIUM. The real property located in Sarasota County, and improvements thereon, submitted to condominium ownership and use was legally described as follows in the original Declaration of Condominium:



Lots 20 and 22, Block "E", Plat of Sarasota, as per plat thereof recorded in Plat Book 1, page 21, Public Records of Manatee County, Florida,

and

A parcel of land bounded on its Northeasterly side by the Southwesterly line of said Lots 20 and 22, bounded on its Northwesterly side by a projection of the common lot line of Lots 18 and 20 of said Block "E", bounded on its Southwesterly side by a line parallel to and 171/2 feet from the said Southwesterly line of Lots 20 and 22, and bounded on its Southeasterly side by a projection of the common lot line of Lots 22 and 24 of said Block "E", which strip of land was formerly a part of the right-of-way of Gulfstream Avenue and now vacated.

4. SURVEY. A survey of said land and plot plan locating the improvements thereon and identifying each Unit and the Common Elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 3 at pages 17, 17A, 17B, & 17C, Public Records of Sarasota County, Florida (Survey). The Survey was modified by amendments recorded on November 21, 2007 in Official Records Instrument # 2007173898, 3 pages, and on July 27, 2009 in Official Records Instrument # 2009092250, 4 pages, copies of which are attached as part of Exhibit A given the change in the dimensions of Units 204, 205, 1203, and 1204. The locations, dimensions, descriptions, identification and number or lettering of the respective Units shall be as described in the Survey. 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.

5. PERCENTAGE OF OWNERSHIP AND SHARING COMMON EXPENSES. The percentage of ownership and the undivided shares of the respective Units in the Common Elements, and the manner of sharing Common Expenses and owning Common Surplus shall be as follows:

Unit Number	%	Unit Number	%	Unit Number	%	Unit Number	%
101	2.2	405	1.9	803	1.6	1201	1.5
201	1.5	501	1.5	804	1.9	1202	2.0
202	1.0	502	2.0	901	1.5	1203	1.2
203	1.0	503	1.6	901A	1.0	1204	2.3
204	1.2	504	1.9	902	1.0	1401	1.5
205	2.3	601	1.5	903	1.6	1402	2.0
301	1.5	602	2.0	904	1.9	1403	1.6
302	1.0	603	1.6	1001	1.5	1404	1.9
303	1.0	604	1.9	1002	2.0	1501	1.5
304	1.6	701	1.5	1003	1.6	1502	2.0
305	1.9	702	2.0	1004	1.9	1503	1.6

401	1.5	703	1.6	1101	1.5	1504	1.9
402	1.0	704	1.9	1102	2.0	1601	2.8
403	1.0	801	1.5	1103	1.6	1602	1.4
404	1.6	802	2.0	1104	1.9	1603	2.6

6. COMMON ELEMENTS. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the owners of the other Units. The Common Elements shall include but not be limited to:

- (a) All of the above described land and all landscaping;
- (b) All improvements and parts thereof which are not included with the respective Units;
- (c) Easements through the Units for conduits, ducts, plumbing, wiring and other facilities for furnishing the utility services to the various Units and the Common Elements;
- (d) All structural beams, posts and member within a Unit, and an easement of support in every portion of a Unit which contributes to the support of the building;
- (e) Any utility areas and installations and all utility services which are available to more than one Unit or to the Common Elements;
- (f) All parking areas, parking structure, driveways, sidewalks, stairways, hallways, elevators and other means of ingress and egress;
- (g) Swimming pool and change rooms, lobby, first floor lanai, first floor meeting rooms and community areas, recreation facilities, and resident manager's office and apartment;
- (h) All electrical apparatus and wiring, television cable, plumbing pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wire or pipe, within the Common Elements and up to the unfinished surface of the Unit wall; and
- (i) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners; and
- (j) Such alterations, additions and further improvements to the Common Elements or Association Property as may be authorized by majority vote of the Unit Owners; the cost of which shall be assessed as a Common Expense against all Units. 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. Further, per the Condominium Act, a Board decision to install energy efficient devices in Common Elements or Association Property for the benefit of all Unit Owners does not require approval by the membership.

The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements except as they may be restricted by regulations duly adopted by the Board, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

7. LIMITED COMMON ELEMENTS. The use and enjoyment of the following Common Elements shall be limited to the Unit Owners indicated:



(a) Each Unit shall have the exclusive use of a designated private, locked room to use for storage purposes only.

(b) Each Unit shall have the exclusive use of a designated private, covered automobile parking space to be used for nothing but automobile parking by the Unit Owner or his or her guests. The parking designations in effect at the time of the recording of this Declaration are set forth in that certain Certificate of Assignment of Parking Spaces recorded on April 14, 2010 in Official Records Instrument # 2010045540, 4 pages, a copy of which is attached hereto as Exhibit B.

(c) Windows, Screens, and Doors. All windows, screens, and doors serving a Unit that are located outside the boundaries of the Unit shall be Limited Common Elements, reserved for the exclusive use of the Unit.

(d) Air Conditioning and Heating Equipment. In the event any equipment comprising part of a heating and air conditioning system serving only one Unit is located outside the boundaries of the Unit, such equipment shall be a Limited Common Element, reserved for the exclusive use of the Unit.

(e) Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required under Section 11 of this Declaration to be maintained, repaired or replaced by, or at the expense of, the Unit Owner, shall be deemed a Limited Common Element, whether specifically described above or not.

8. ASSOCIATION. The corporation responsible for the operation of the Condominium will be The Royal St. Andrew 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 duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as the vested interest in the fee title to a Unit terminates. All of the affairs and property of the Condominium and of the Association shall be controlled and managed by the officers and board of directors of the Association. A copy of the Amended and Restated Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto as a part hereof and marked Exhibit "C". The Amended and Restated Bylaws governing the operation of the condominium and of the Association are attached hereto as a part hereof and marked Exhibit "D". The Association shall have all of the rights and powers provided by the Condominium Act, the laws governing Florida non-profit corporations, the Articles of Incorporation, the Bylaws and this Declaration.

(a) Powers and Duties. 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.

(b) 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.

(c) 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.

(d) 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. Except as provided in subsection 'c' hereof, the power to acquire real property may be exercised by the Board, 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.

(e) Disposition of Property. Any personal property owned by the Association may be sold, or otherwise encumbered or disposed of by the affirmative vote of the Board, without need for authorization by the Unit Owners. Real property owned by the Association may be sold, mortgaged, or otherwise encumbered or disposed of only after approval by the Board and 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.

9. VOTING RIGHTS. Each Unit as designated on the Survey shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one Unit or that Units may be joined together and occupied by one Owner.

10. COMMON EXPENSES. The Common Expenses shall include:

- (a) The cost of operation, maintenance, repair and replacement of the Common Elements;
- (b) Fire, property and liability insurance as provided herein;
- (c) Costs of management of the Condominium, administrative costs of the Association including professional fees and expenses;
- (d) Costs of water, electricity and other utilities not metered to the individual Units;
- (e) Labor, material and supplies used in conjunction with the Common Elements;
- (f) The cost of additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the Common Elements for the benefit of all the members upon a vote of the majority of the Unit Owners;
- (g) Damages to the Condominium property in excess of insurance coverage, but only if the Association is liable for the damages as elsewhere provided in this Declaration and under applicable law;
- (h) Salary of a resident manager and assistants and agents and expenses duly incurred in the management of the Condominium property;
- (i) Basic charges for cable television service, and other bulk communication services contracted for by the Board, unless the provider of such service charges the Unit Owners directly, and
- (j) All other costs and expenses that may be duly incurred by the Association through its Board from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.
- (k) 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. A Unit Owner has the option to decline such service unless the Association determines that such Unit 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 a Unit Owner not to use such service shall not reduce the Owner's assessments.

11. MAINTENANCE, REPAIR AND REPLACEMENTS, AND ALTERATIONS.

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements and Limited Common Elements except for those portions of the Limited Common Elements to be maintained by the Unit Owners or to be undertaken by the



Association at the expense of the unit owner as provided herein. The responsibility of the Association includes, but is not limited to, the maintenance, repair and replacement of:

- (1) All boundary walls of the Units, including drywall, but excluding interior finished surfaces;
- (2) All portions of the Unit contributing to the support of the building;
- (3) The outside walls of buildings; floor and ceiling slabs and ceiling drywall but excluding finished surfaces;
- (4) Load bearing walls, but excluding drywall and finished surfaces;
- (5) Outer surfaces of Unit entrance doors.
- (6) 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 from time to time, including but not limited to any systems required by governmental authority.
- (7) Electrical wiring up to the circuit breaker panel in each unit.
- (8) Water pipes up to the main shut-off valve in the unit.
- (9) Cable television lines up to the splitter box in the common hallway.
- (10) Main air conditioning condensation drain lines up to the point where the individual Unit drain line cuts off.
- (11) Sewer lines up to the point where they enter the individual Unit.
- (12) 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.
- (13) Balcony railings and knee walls.
- (14) The Association shall provided periodic inspection, filter replacement and routine preventive maintenance of all heating and air conditioning equipment, as a common expense, even though the particular equipment serves only one Unit.

B. Access. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or other Condominium Property to be maintained by the Association, or for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements 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.

C. Elective Maintenance. 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 Units or Limited Common Elements provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the Unit Owner. The resolution shall be included as part of the Association records and all expenses incurred by the Association in performing these assumed maintenance duties shall 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.

D. Damages. Neither the Association nor any Unit Owner shall be liable for any damage to the property or person of any other Unit Owner or occupant caused by water intrusion into a Unit through the Common Elements or from another Unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or Unit Owner is guilty of negligence or willful and wanton misconduct.

E. BY THE UNIT OWNERS. Each Unit Owner shall maintain, repair and replace everything within the confines of his or her Unit which is not part of the Common Elements and certain limited common elements as provided here, including but not limited to:

(1) Paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling, except as hereafter noted, (all floors must remain fully carpeted as an aid to noise abatement). 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 prior to any such installation. If the installation is made without prior approval, or if after approval, the installation does not meet the noise reduction requirement, 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 rugs or carpeting, or require the removal of such hard surface flooring at the expense of the offending Unit Owner.

(2) All built-in shelves, cabinets, counters, storage areas, and closets;

(3) All kitchen and bathroom fixtures, apparatus and equipment;

(4) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits within the unit from the unfinished surface of the Unit boundary wall inward toward the interior of the Unit, and also including, no matter where located, the main shutoff valve for the unit, the circuit breaker panel for the unit, and cable lines from the splitter box in the common hallway to the unit;

(5) All fixtures, appliances, ceiling fans, dryer vents, vent fans, water filters, disposals, hot water heater, and equipment contained within a Unit;

(6) All doors, but excluding the painting and cleaning of the outer surface of Unit entrance doors, interior walls and partitions, wall decorations and built-ins, windows and window apparatus and glass, sliding glass doors, screens and screen supports (all exterior glass surfaces which are not readily accessible from the interior of a unit shall be cleaned and caulked by the Association.)

(7) Heating and air conditioning equipment, apparatus, ducts, pipes, wiring and controls serving his, or her respective condominium unit, no matter where located.

In the event that an Owner fails to properly maintain and repair his or her Unit, or any of the foregoing items, the Association, at the discretion of the Board, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting Unit Owner. The Association shall have a lien against a Unit for the cost of any repairs it shall make thereto, to the same



extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of 180% per annum and reasonable attorneys' fees incurred by the Association in the collection thereof.

F. Reporting Need for Repairs. Unit Owners shall be charged with the responsibility of promptly reporting to the Association any defect or need for maintenance, repair, or replacement of any item or portion of the Condominium Property for which the Association has maintenance responsibility.

G. Limitation on Liability of Association. Notwithstanding the duty of the Association to undertake the maintenance, repair, or replacement of the above-described portions of the Condominium Property, the Association shall not be liable for injury or damage, including damage to Units or contents therein, unless the Association negligently failed to undertake such required maintenance, but it is expressly provided that in the event that the maintenance, repair or replacement of a Unit is undertaken by the Association and the same results in incidental damage to an individual Unit, such damage shall promptly be repaired by the Association at the expense of the Association 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 a predecessor in title..

H. Owner Caused Damages. In the event that the maintenance, repair, or replacement of a portion of the Condominium Property for which the Association has maintenance responsibility is caused by or through, or is the result of the willful or negligent act of the Owner of an individual Unit, his or her family, servants, guests, tenants, or invitees, the cost of such maintenance, repair, or replacement shall be the responsibility of such Unit Owner and shall be paid for by such Unit Owner upon demand of the Association. An owner shall similarly be responsible to reimburse other Owners for damage to their Units if the Owner has caused the damage as set forth herein. In the event such payment is not made by the Unit Owner after demand by the Association, such cost shall thereupon become a lien upon the unit and may be collected and enforced in the same manner as Assessments as hereinafter provided in the Declaration.

I. Additions, Alterations or Improvements by Unit Owners. The following restrictions shall apply to additions, alterations and improvements by Unit Owners:

(1) No Unit Owner shall make any additions, alterations or improvements in or to the Common Elements, or to any Limited Common Element, including, but not limited to, the installation of solar collectors, modifications to exterior lighting, screen doors, awnings, or the installation of carpeting or other exterior floor surfaces, without the prior written consent of the Board.

(2) No Unit Owner shall paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of the building, the Unit or the Limited Common Elements or Common Elements, or modify or alter the structure of the building, without the prior written consent of the Board, except as may be otherwise expressly provided.

(3) The Board shall have the obligation to answer any written request by a Unit Owner for approval of such additions, alterations, or improvements within thirty (30) days after such request and all additional information requested by the Board is received and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request, and the failure of the Association to respond, and the implied consent resulting therefrom, shall not authorize any act that is otherwise expressly prohibited by the terms of this Declaration.

(4) The proposed additions, alterations and improvements by the Unit Owner shall be made in compliance with all laws, rules, ordinances and regulation of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

(5) Once approved by the Board, such approval may not be revoked thereafter.

(6) A Unit Owner making or causing to be made any such additions, alteration or improvements agrees, and shall be deemed to have agreed, for such owner, and heirs, personal representatives, successors and assigns, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and such Unit Owner shall be solely responsible for the maintenance, repair, replacement and insurance thereof from and after that date of installation or construction thereof as may be required by the Association, including but not limited to the costs of removing and replacing or reinstalling such modifications if removal by the Association becomes necessary in order to permit the Association to maintain, repair, replace, or protect other portions of the Condominium Property,

(7) If the Unit Owner fails to construct the addition, alteration or improvement in the manner approved, the Unit Owner shall be obligated to make all corrections necessary and if such Unit Owner fails to do so the Association, upon notice to the Unit Owner, may make such corrections and demand payment from such Unit Owner for all the cost of such correction and to seek collection therefrom upon nonpayment.

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

(9) The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

(10) Notwithstanding anything in the Declaration to the contrary, a Unit Owner must be given permission to attach a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep, to the mantle or frame of the door of Unit of the Unit Owner.

J. Mold Prevention. In an effort to prevent the accumulation of excess moisture, mold, water leaks, and resulting damage, Unit Owner responsibilities include the following:

(1) The responsibility to immediately report any water accumulation, leak or intrusion, from any source whatsoever, to the Association, and if the water accumulation or leak is from within the Unit, to immediately terminate the water flow to the Unit by closing the Unit water shut-off valve.

(2) To operate the HVAC system in accordance with rules enacted by the Board, which may include minimum hours of operation during humid periods with a minimum thermostat setting, and to keep ducts cleaned and inspected.

(3) To replace the hot water heater before the expiration of its useful life, but in any event within every ten years.

(4) No washer or dryer may be installed within a Unit unless the Unit Owner obtains prior written consent from the Board, installs and uses non-rubber metal hoses required by Board rule, and engages and uses licensed contractors for all electrical, plumbing and duct work.

K. Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board shall adopt and approve a model, 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 standard model, color and style adopted by the Board shall be permitted.



12. INSURANCE. The insurance that 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) Property. The Association shall obtain and maintain fire, wind, general casualty, flood, and extended property 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. The Association must obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, every thirty-six (36) months. The property insurance required under this provision must be based on the replacement cost of the property as determined by the appraisal. The Board, 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 property 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) water heater; (6) water filter; (7) built-in cabinets and countertops; (8) 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; and (9) any improvement or addition to the Condominium Property that benefits fewer than all Unit Owners must be insured by the Owners having the use thereof, or by the Association at the expense of the Owners having the use thereof. Each Unit Owner must obtain and maintain property insurance for the portions of the condominium property that must be insured by the Owner, and liability insurance.

(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.

(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. The establishment of the deductible amount shall be based on industry standards and prevailing practices of communities similar in size and construction, available funds, and assessment authority.

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 approval of repair methods, the qualifications of the proposed contractor, the contract to be used, 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, damage to a sliding glass door 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 sliding glass door 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.

G. Exceptions. Notwithstanding other provisions of this Section 11, as set forth in the Condominium Act, the Association has the right to require an Owner to cover reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of Owner (or guests, family, tenants, or others acting for, by or under the Owner) to comply with this Declaration, or rules of Association, or if the casualty losses were known or should have been known to the Owner and were not timely reported to the association.

H. 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.

I. 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.



J. 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.

K. 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 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 an 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 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.

L. Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair that 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.

M. 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 and supported by a written statement from an engineer, architect, or other qualified expert. 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.

N. 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 (l) 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 upon ownership percentages in common surplus as provided in Section 4 of this Declaration.

13. RESTRICTIONS UPON USE. The Unit Owners individually shall be entitled to full use and enjoyment of their own Units, except as such usage may be restricted by regulations duly adopted by the Board in recognition of the mutual interest, rights and responsibilities of the Unit Owners in the aggregate. No Owner, tenant or other occupant of a Unit shall:

A. Use the Unit for other than single-family residence purposes.

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

(1) 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.

(2) 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 Sarasota County, 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.

C. Paint any exterior wall, door, window, patio, or any exterior surface, plant any plantings, erect any exterior lights or signs, place any signs in windows, erect or attach any structures or fixtures within the Common Elements, nor make any structural additions or alterations (except the erection or removal of



non-support carrying interior partitions wholly within the Unit) to any Unit or to the Common Elements, without the prior written consent of the Board. An Owner may fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls of a Unit provided they may be removed without substantial damage to the wall structure.

D. Permit loud and objectionable noises or obnoxious odors to emanate from the Unit which may cause a nuisance to the occupants of other Units.

E. Make any use of a Unit which violates any laws, ordinances and regulations of any governmental body.

F. Fail to conform to and abide by the Condominium Documents and the uniform rules and regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Board. The Board or its designated agent shall have the right to enter any Unit at any reasonable time to determine compliance with the Condominium Act, or the Condominium Documents.

G. 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, except with the written consent of the Board.

H. Permit or suffer anything to be done or kept in his or her Unit which will increase insurance rates on any Unit or on the Condominium Property.

I. Commit or permit any nuisance, immoral, or illegal act in a Unit or in or on the Common Elements.

J. Lease less than an entire Unit and shall not lease an entire Unit for a period of less than one (1) year. During the term of the lease, no tenant may lend the Unit to anyone when the tenant is absent and the Unit may not be sublet. When an Owner leases his or her Unit, the Owner may not occupy the premises during the term of the lease or lend the Unit to a friend or relative during that period. The tenant shall have the sole right to occupy the premises during the term of the lease. If a tenant vacates the Unit prior to the end of the one (1) year lease due to a hardship, the Board may grant an exception to the Owner so that the Owner may reoccupy the Unit or lease it.

K. Divide or subdivide a Unit for purpose of sale or lease except to the Owner of an adjacent Unit. A Unit may be combined with an adjacent Unit and occupied as one unit.

L. Obstruct the common way of ingress or egress to the other Units or to the Common Elements.

M. Keep any dogs, cats or other pets, other than fish and quiet birds, and only pursuant to such regulations as may be adopted by the Association.

N. Hang any laundry, garments or other unsightly objects which are visible outside the unit or unreasonably obstruct the view from any other Unit;

O. Allow anything to remain in the hallways or other common areas of travel which would be unsightly or hazardous.

P. Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of in accordance with the Rules and Regulations as well as the civil sanitary and recycling requirements.

Q. Allow any fire or health hazard to exist.

R. Make use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

S. Utilize any window coverings which do not maintain a uniform exterior appearance to the building. All such window coverings shall also be subject to the Rules and Regulations.

T. Enclose any porch, patio or lanai with glass or other substance, unless such glass or other substance is of such composition, quality, texture and color and utilizes such supporting framework as shall be designated or approved by the Board to assure a uniform exterior appearance and maintain the structural integrity of the building.

U. 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.

V. 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:

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

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

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

(2) 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.

(3) 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.

(4) 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.



(5) 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.

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 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 Board; 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 Board may delegate its authority to a single director, a committee or an agent.

B. Approval of Leasing. All leases, lease renewals, and lease extensions 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, extension, or renewal, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made. 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) A person 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. 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.

F. 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.

G. 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.

H. 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.

I. The Association may appoint a rental and sales agent to handle rentals and sales as a convenience for the Unit Owners. Such agent may act in behalf of the Board and further approval of sales and leases made by the agent shall not be necessary. Such agent shall serve at the pleasure of the Board and may be replaced at any time.

15. ASSESSMENTS AND LIENS. The Board shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each Unit Owner will be responsible for his or her unit's proportionate share of such annual assessment based upon its percentage share of the Common Expenses as provided herein. Each Unit's assessment shall be due and payable monthly or quarterly in advance to the Association, as shall be determined by resolution of the Board. 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. In addition, the Board shall have the power to levy special assessments 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.

B. Any assessments which are not paid when due shall bear interest from the due date until paid at the rate of 18% per annum and shall be subject to a late charge penalty equal to 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 late charge, 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.

C. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, 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 the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate. The Association shall provide not less than 30 days written notice, via certified mail or equivalent, prior to filing of a lien for unpaid assessments.

D. 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.

E. 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. The Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated

in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGES. Notwithstanding any provision of this Declaration, the written consent of all institutional first mortgagees upon any of the Units shall be first obtained prior to any amendment to this Declaration, the Articles of Incorporation, or the Bylaws, which materially or adversely affect their security interests.

17. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act or the Condominium Documents, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings. 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.

18. 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 fourteen (14) 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 fourteen (14) 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. 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.

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 or fractional ownership interests 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. No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of the Condominium Documents. It shall not be necessary for the Unit Owners or owners of any other interests therein or recorded liens thereon to join the execution of any amendment.

19. TERMINATION. The above-described property may be removed from the provisions of this Declaration at any time by the execution of an instrument to that effect by the owners of 80% of all the units and by all of the institutional first mortgage holders with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. It shall not be necessary for any other mortgage holders or the holders of other liens or other interests in any unit to join in or consent to such termination. In the event of such termination, the rights of Unit Owners, and 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 accomplished as provided in Section 718.117, Fla. Stat.

20. BINDING EFFECT. All provisions of the Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

21. SEVERABILITY. If any provisions of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

The Board of Directors hereby certifies the accuracy of the recitals herein and execute this Amended and Restated Declaration of Condominium this 15 day of June, 2010.

Donna Marie L. Stansen

Witness signature

DONNAMARIE L. STANSEN

Print name of witness

Dolores Grillo

Witness signature

Dolores Grillo

Print name of witness

Loretta Turpin

Witness signature

Loretta Turpin

Print name of witness

Judith Pharo

Witness signature

Judith Pharo

Print name of witness

STATE OF Pennsylvania  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2010 by Robert S. Johnson, as President, of The Royal St. Andrew Association, Inc., on behalf of the Association. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated he is personally known to me.

Donna Marie L. Stansen

Donna Marie L. Stansen

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of June, 2010 by Leslie Kahn, as Secretary, of The Royal St. Andrew Association, Inc., on behalf of the Association. She is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated he is personally known to me.

Judith K. Pharo  
Notary Public

