

This Instrument Was Prepared By
EDWARD L. WOTITZKY OF
WOTITZKY & WOTITZKY
Attorneys at Law
11 W. Marion Ave., Suite 301
Santa Gorda, FL 33950-4497

RECORD VERIFIED - BARBARA T. SCOTT, CLERK
BY CAROLYN ATWELL D.C.

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Barbara T. Scott, Clerk of the Circuit Court - Charlotte County

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF
TAMARIND GULF & BAY CONDOMINIUM, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is made and entered this 18th day of April, 1994, by TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, as follows:

1. The Declaration of Condominium of TAMARIND GULF & BAY CONDOMINIUM is hereby amended and restated and the Amended and Restated Declaration of Condominium of Tamarind Gulf and Bay Condominium which is attached hereto is adopted as the Declaration for the said condominium.

2. The said Amended and Restated Declaration was duly adopted by a vote of not less than three-fourths of the total voting interests of the Association and after the proper adoption of a Resolution proposing the Amendments by the Board of Directors of the Association at a duly called and noticed Meeting of the Members held on the 18th day of April, 1994.

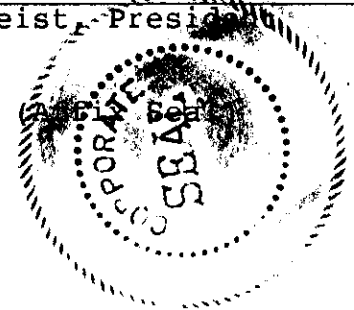
3. The Amended and Restated Declaration of Condominium amends the Declaration of Condominium of Tamarind Gulf & Bay Condominium, a Condominium, which was originally recorded in O.R. Book 627 at Pages 1601 through 1667, inclusive, of the Public Records of Charlotte County, Florida, as said Declaration of Condominium has been previously amended.

IN WITNESS HEREOF, the foregoing Certificate has been duly and properly entered and executed by Tamarind Gulf & Bay Condominium Association, Inc., a Florida non-profit corporation, on this 18th day of April, 1994.

TAMARIND GULF & BAY CONDOMINIUM
ASSOCIATION, INC.

By: Robert M. Geist
Robert M. Geist, President

Attest:
Jess L. Butler
Jess L. Butler, Secretary



80 pgs

State of Florida
County of Charlotte

The foregoing Certificate of Amendment was acknowledged before me this 18th day of April, 1994 by ROBERT M. GEIST and JESS L. BUTLER, the President and Secretary, respectively, of Tamarind Gulf & Bay Condominium Association, Inc., a Florida non-profit corporation, on behalf of the said corporation. The said officers are personally known to me or produced N/A as identification and did take an oath.

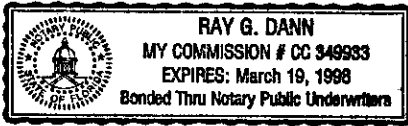
My commission expires:

Ray G. Dann
Notary Public

Printed name of Notary

Serial or Commission Number

(Seal)



ELW/Tamarind-C

TAMARIND GULF AND BAY CONDOMINIUM

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3. Exhibit II to Declaration - Articles of Incorporation and Articles of Amendment of Tamarind Gulf and Bay Condominium Association, Inc.
4. Exhibit III to Declaration - Amended and Restated Bylaws of Tamarind Gulf and Bay Condominium Association, Inc.

**Amended and Restated
Declaration of Condominium
for
Tamarind Gulf and Bay Condominium**

THIS AMENDED AND RESTATED DECLARATION is made effective on this 18th day of April, 1994, by TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, upon a vote of the requisite number of voting interests of Tamarind Gulf and Bay Condominium, a Condominium.

WITNESSETH:

WHEREAS, the Declaration of Condominium of Tamarind Gulf and Bay Condominium was recorded on March 21, 1980 in O.R. Book 627 at Pages 1601 through 1667, inclusive, of the Public Records of Charlotte County, Florida, which Declaration submitted that real property described on Exhibit I to condominium form of ownership; and

WHEREAS, the Declaration of Condominium has previously been amended by virtue of the following amendments, the effect of which were to submit all real property consisting of Tamarind Gulf and Bay Condominium to condominium ownership, which condominium consists of 145 units, recreational facilities and other common and limited common elements herein described:

a. First Amendment to Declaration dated August 1, 1980 and recorded on December 17, 1980 in O.R. Book 651, Pages 2079 through 2085, inclusive, of the Public Records of Charlotte County, Florida;

b. Second Amendment to Declaration dated December 11, 1980 and recorded on December 17, 1980, in O.R. Book 651, Pages 2086 and 2087, of the Public Records of Charlotte County, Florida;

c. Third Amendment to Declaration dated January 14, 1981, and recorded on January 22, 1981 in O.R. Book 655, Pages 720 and 721 of the Public Records of Charlotte County, Florida;

d. Fourth Amendment to Declaration dated March 24, 1981 and recorded on May 26, 1981, in O.R. Book 661, Pages 1147 and 1148, of the Public Records of Charlotte County, Florida;

e. Fifth Amendment to Declaration dated May 5, 1981 and recorded on May 11, 1981 in O.R. Book 665, Pages 2148 and 2149, of the Public Records of Charlotte County, Florida;

f. Sixth Amendment to Declaration dated May 18, 1981 and recorded on May 19, 1981 in O.R. Book 666, Pages 1867 and 1868 of the Public Records of Charlotte County, Florida;

g. Seventh Amendment to Declaration dated September 14, 1981 and recorded on September 21, 1981 in O.R. Book 678, Pages 459 and 460 of the Public Records of Charlotte County, Florida;

h. Eighth Amendment to Declaration dated December 23, 1981 and recorded on January 13, 1982 in O.R. Book 687, Pages 387 and 388 of the Public Records of Charlotte County, Florida;

i. Ninth Amendment to Declaration dated January 4, 1982 and recorded on January 13, 1982 in O.R. Book 687, Pages 389 and 390 of the Public Records of Charlotte County, Florida;

j. Tenth Amendment to Declaration dated February 12, 1982 and recorded on March 5, 1982 in O.R. Book 692, Pages 299 and 300 of the Public Records of Charlotte County, Florida;

k. Eleventh Amendment to Declaration dated February 12, 1982 and recorded on March 5, 1982 in O.R. Book 692, Pages 297 and 298 of the Public Records of Charlotte County, Florida;

l. Twelfth Amendment to Declaration dated May 18, 1982 and recorded on May 27, 1982 in O.R. Book 699, Pages 2013 and 2014 of the Public Records of Charlotte County, Florida.

m. Thirteenth Amendment to Declaration dated February 10, 1983 and recorded on February 11, 1983 in O.R. Book 805, Pages 685 and 686 of the Public Records of Charlotte County, Florida.

n. Certificate of Amendment to Declaration of Condominium dated April 5, 1989 and recorded on May 19, 1989 in O.R. Book 1039, Pages 1047 through 1052, inclusive, of the Public Records of Charlotte County, Florida; and

WHEREAS, this Amended and Restated Declaration of Condominium incorporates the above-referenced amendments to the Declaration and other amendments to the Declaration of Condominium adopted by the affirmative vote of three-fourths (¾) of the voting interests of the Tamarind Gulf and Bay Condominium, a Condominium, at a duly called and held meeting of members of Tamarind Gulf and Bay Condominium Association, Inc., held on the 18th day of April, 1994; and

WHEREAS, this Amended and Restated Declaration of Condominium constitutes a complete restatement of the said Declaration of Condominium and Amendments thereto as identified above.

NOW, THEREFORE, the following Amended and Restated Declaration of Condominium is hereby made.

I
SUBMISSION STATEMENT

The submission of the real property hereinafter described in Article III hereof entitled "*Land*" by the Developer, TWIN OAKS DEVELOPMENT CORPORATION, a Florida corporation, is hereby affirmed and acknowledged, and the Land is hereby submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, upon the terms, conditions, restrictions, reservations and limitations hereafter set forth. Except where variances permitted by law appear in this Declaration or in the attached Amended and Restated ByLaws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

II
NAME

The name by which this Condominium is to be known and identified is:
TAMARIND GULF AND BAY CONDOMINIUM.

III
LAND

The legal description of the real property included in the Condominium and submitted herewith to condominium ownership is described on Exhibit I attached hereto and made a part hereof.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

IV
IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. In addition, the Condominium property shall include as common elements and/or to be treated as common elements any interest in real property acquired by the Condominium Association in accordance with the provisions of Article XXIV entitled "*Recreational Facilities*" herein contained. The principal improvements on the real property submitted herewith as follows:

In Phase I there are three (3) buildings designated as B-4, B-5 and A-3. In Phase II there are three (3) buildings designated as B-3 and A-2 and A-1. In Phase III, there are five (5) buildings designated as A-5, E-1, B-7, B-8 and D-1. In Phase IV, there are four (4) buildings designated as B-6, C-1, A-4 and the Rec. Bldg. and swimming pool and deck. The "A" apartment building consists of three (3) stories which are designated on the condominium plot plan (Exhibit I) as the first floor, the second floor and the third floor. The "B" buildings consist of two (2) stories.

All the apartments will be numbered by a three digit number following the A or B indicating the three-story or second-story type of building. The first digit will include the building number. The second digit will indicate the floor and the third will indicate the unit.

Example: (1) Apartment No. A-325 will be the unit number 5 on the second floor of the building A-3

Example: (2) Apartment No. B-521 will be the unit number 1 on the second floor of building B-5

The street address for the apartments in all buildings of Phase I and II is: 2950 North Beach Road, Englewood, Florida 34223. The street address of all of the apartments in all buildings of Phases III and IV is: 2955 North Beach Road, Englewood, Florida 34223.

On the various floors of each building there are various spaces more particularly identified on the condominium plan which are not condominium units but which shall be common elements or limited common elements as hereafter provided.

The patios, balconies and mezzanines abutting each apartment unit are a part of those units which they abut. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

Parking spaces are of two (2) types "assigned spaces" and "guest spaces". The assigned spaces will be limited common elements set aside for use by occupants of the apartment to which they are assigned. The "guest spaces" will be common elements for use by the various condominium owners.

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of ceiling, floor and perimeter walls. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls.

B. The boundary lines of each apartment patio, etc., are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the patio, or, if said patio is enclosed, the exterior unfinished surface of the perimeter wall and the interior finished surfaces of the floor and ceiling of said patio.

C. Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to that unit such as balconies, terraces, porches and parking spaces.

D. The unit owner(s) of units as designated on Exhibit I attached hereto shall have the exclusive right to the use of the correspondingly numbered roofdeck as described in the plat attached as Exhibit I which shall be appurtenant to his unit and may be transferred only in connection with the sale or transfer of his unit. A sale or transfer of a unit shall automatically, without further formal documents being filed, transfer the exclusive right to use such roofdeck to the new owner. Said roofdecks shall be deemed limited common elements to the units to which they are assigned.

OR BOOK 1339 PAGE 1002

V
**SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS**

A. There is attached hereto as an Exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plat Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit I to this Declaration.

B. Limited common elements include the assigned parking spaces, roofdecks and lockers. The Developer or Condominium Association may assign the parking spaces not assigned to units herein in this Condominium to the various units and may record among the Public Records of Charlotte County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the condominium unit or units to which such parking spaces shall thereafter be appurtenant as limited common elements. From and after the recording of such designation with respect to any condominium unit such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. The Developer and Condominium Association in assigning from time to time the various parking spaces to the condominium units shall nevertheless be required to assign, or reserve until assigning, one (1) parking space to or for each condominium apartment unit in the Condominium. Combined units (apartments composed of more than one condominium unit as elsewhere mentioned or provided for in this Declaration) shall be entitled to the total number of parking spaces as they would be entitled to if such units were not combined. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall, during the period when they are not assigned, be deemed common elements and shall be used for guest parking subject to rules and regulations of the Condominium Association.

In lieu of the procedure set forth above for the designation of record of parking spaces as limited common elements, the Condominium Association may assign specific parking spaces (the required number per unit) to the units without recording such assignment and in such case the use of such parking spaces shall be restricted to the unit owner or owners to which the space is so assigned.

OR BOOK 1339 PAGE 1003

VI
UNDIVIDED SHARES IN THE COMMON ELEMENTS AND
SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS
APPURTENANT TO EACH UNIT

A. Each unit shall have as an appurtenance thereto an undivided 1/145 share in the common elements.

B. The common expenses shall be borne equally by the condominium unit owners and the said unit owners shall share equally in the common surplus such equal shares being a 1/145 share.

C. In the event of the termination of the Condominium Regime, the Condominium property shall be owned in common by the unit owners in accordance with the provisions contained in paragraph "K" of Article XXIX entitled "*Shares of Ownership Upon Termination*".

VII
CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is *TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC.*, a Florida corporation, not-for-profit. The Association shall have all the powers, rights and duties set forth in this Declaration, the Amended and Restated ByLaws and the Rules and Regulations enacted pursuant to such Amended and Restated ByLaws. The Association is sometimes herein referred to as the Condominium Association, the Association, or the Corporation. A copy of the Articles of Incorporation and amendments thereto of the Association are appended hereto as Exhibit No. II. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article X of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. No amendment to the Articles shall, however, change any condominium parcel or the share of common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

VIII
BYLAWS

The operation of the condominium property shall be governed by the Amended and Restated ByLaws of the condominium association which are annexed to this Declaration as Exhibit No. III. Said ByLaws may be amended in the same manner provided therein.

IX
MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a condominium unit whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article VII hereinabove and does hereby agree to be bound by this Declaration, the ByLaws of the Condominium Association and the Rules and Regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every condominium unit shall accept ownership of said unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the ByLaws of the Condominium Association, each apartment condominium unit owner is entitled to one (1) vote in the Condominium Association for each apartment condominium unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Charter of the Association and by its ByLaws, which ByLaws are attached hereto and made a part hereof as Exhibit No. III. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the ByLaws (such as "3/4 of the unit owners present and voting in person or by proxy" or "a majority of the members") unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium unit owners present and voting in person or by proxy or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

X
AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the condominium called in accordance with the ByLaws at which a quorum is present, such adoption to be by the affirmative vote of 3/4 of the unit owners present and voting in person or by proxy. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of paragraph A above, notwithstanding, no provisions of this Declaration or of the ByLaws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the ByLaws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the ByLaws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the ByLaws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. The provisions of paragraphs A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses or ownership of common surplus fails to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scrivener's error a unit has not been designated an appropriate undivided share of the common elements, common expense or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the condominium documents required by law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the unit owners voting at a meeting

of unit owners (member of the Association) called at least in part for the purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this paragraph, materially adversely affects property rights of unit owners, the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment, considered and approved pursuant to this paragraph, modifies the shares of common expense, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements, common expense or common surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this paragraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

D. No amendment shall be made to Article XXI "*Provisions for Casualty Insurance, Payment of Proceeds Reconstruction, Insurance Trustee*", or to Article XXV "*Termination*" without the consent of 75% of mortgagees holding liens on units.

XI

PURPOSE AND USE RESTRICTIONS

Apartment condominium units shall be used and occupied by the respective owners thereof as private single-family residences for themselves, their families, and tenants and social guests, and for no other purpose, except where specific exceptions are made in this Declaration.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted in accordance with the following provisions:

A. The apartment units shall be used as single-family residences only. The various rooms and spaces on the ground floors of the apartment buildings which are not condominium units and are not limited common elements appurtenant to one or more condominium units, may be used for such purposes as shall be lawful and permitted by the Association. The designations of such rooms or spaces by a name shall be descriptive of the use to which the space or room may be put but shall not be deemed restrictive of the power of the Condominium Association to vary such use.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by Rules and ByLaws as may, in the opinion of the Association achieve the maximum beneficial use thereof.

C. Persons who are not sixteen (16) years of age or older shall not be permitted to use the recreation facilities of the Condominium, including but not limited to the pool, unless under the supervision of an adult unit owner or lawful unit occupancy over the age of eighteen (18) years, except in such cases and under such conditions as the Condominium Association may from time to time establish and require.

D. No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession and proper use of the Condominium Property by residents.

E. No unit owner shall permit nor suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium Property.

F. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor of any condominium unit or any part thereof.

G. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his condominium parcel or any part of the Condominium Property.

H. Reasonable regulations concerning use of the Condominium Property and especially the common elements and limited common elements may be promulgated by the Condominium Association. Copies of all regulations shall be furnished to all unit owners.

XII **CONVEYANCES**

In order to assure a community of congenial residents and occupants and protect the value of the apartments and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

A. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

B. A unit owner intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease together with the name and address of the purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects.

C. No sale, transfer, lease or conveyance of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessor and made a part of the document of conveyance.

D. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this Article XII shall apply to all sales, leases, transfers, subleases or assignments.

F. No unit owner shall sell or lease nor shall approval be given until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed lessee can qualify as to the use restrictions.

G. If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the condominium documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Every purchaser or lessee who acquires any interest in a condominium unit shall acquire the same subject to this Declaration, the provisions of the ByLaws of the Condominium Association and the provisions of the Condominium Act.

I. Should any condominium unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit, including the fee ownership thereof, without complying with the provisions of paragraphs C through F above, and the actual act of foreclosure or accepting a deed in lieu of foreclosure is also not subject to the right of first

refusal; provided, however, that in all other respects the provisions of this Declaration, the ByLaws of the Association and the provisions of the Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whosoever, the provisions of paragraphs C through F above shall again be fully effective with regard to subsequent sales or conveyances of said unit.

XIII
RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of sixteen (16) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article XII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased shall pass to any person other than a person or persons designated in paragraph A above, then within ninety (90) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefore, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

C. Nothing in this Article XIII shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XIV
ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and the ByLaws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the condominium, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of a reasonable contingency or reserve requirement for the protection of the members and the Condominium Property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Board of Directions of the Association to be common expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities permitted in Article XXIII hereof.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in Article VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

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D. Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the highest rate allowed by law.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

XV
LIEN OF THE ASSOCIATION

The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the unit owner of each condominium unit as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with the provisions of the Condominium Act, and shall otherwise be enforceable as provided in the Condominium Act.

XVI
PROVISIONS RE: TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common elements.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire condominium property, including common elements, limited common elements and the condominium units. In such case, the tax bill will be apportioned against each parcel according to the ownership of common elements and otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium Property as a whole instead of against each parcel, it shall be treated as a common expense in accordance with the provisions of this Article XVI.

XVII
MAINTENANCE AND REPAIRS

A. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the attached balconies; and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached balconies); and all windows and glass in windows and glass in the perimeter walls of the unit and its attached balconies. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their balconies and roofdecks. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the condominium whether or not falling within a balcony or roofdeck balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box applicable and serving the unit inward; that is to say, in respect of all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

The responsibility for maintenance, repair and replacement of portions of the units and limited common elements needs to be clarified as follows:

1. The unit owner shall be responsible for the maintenance, repair and replacement of the following:

(a) All electrical outlets, lights and wiring related to, affixed to or protruding from the unit's patio, balcony, enclosed porch or roofdeck area, which serves only the unit;

(b) All exterior doors and exterior door framing, exclusive of the locks and locking mechanisms, will be the responsibility of the Condominium Association. All other doors, including exterior screened doors and their framing, are the responsibility of the unit owner. Any alteration or replacement of any exterior door must be approved in writing by the Board of Directors of the Association before the alteration or replacement can be made;

(c) Railings and anchoring devices on the patios and balconies;

(d) The decking on roofdecks which are limited common elements and any repair or replacement of said decking must be within the guidelines established by the Association;

(e) Locks and locking mechanisms on all doors of the unit including all exterior doors.

2. The Association will be responsible for maintaining and painting the exterior surface of the entry doors and the exterior doors of the storage lockers assigned to units.

3. The Association may, from time to time at its discretion, assume the responsibility for maintaining and/or painting of balcony or patio railings in order to provide uniform maintenance and appearance.

4. The Board of Directors of the Association may establish guidelines which may be amended from time to time, setting maintenance standards and when those standards are not met by the unit owners, the Association will make the repairs necessary to assure safety and continuity in maintenance and appearance at the expense of the owner.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the ByLaws of the Association.

C. Within 90 days following the end of the fiscal or calendar year or annually on such date as its otherwise provided in the ByLaws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- a) Cost of security;
- b) Professional and management fees and expenses;
- c) Taxes;
- d) Cost for recreation facilities;
- e) Expenses for refuse collection and utility services;
- f) Expenses for lawn care;
- g) Cost for building maintenance and repair;
- h) Insurance costs;
- i) Administrative and salary expenses
- j) General reserves, maintenance reserves and depreciation

reserves.

XVIII ALTERATION OF UNITS

A. No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air conditioning units which may protrude through the walls or roof of the building, install hanging plants or lights in balconies or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit without consent of the Association. No unit owner nor any other person shall install upon the roof or exterior of the apartment building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association.

B. Provisions of paragraph A to the contrary notwithstanding, with the permission of the Condominium Association, abutting condominium apartment units may be physically combined into a single dwelling, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined units shall in any and all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the Association to approve any structural modification which involves the weakening, movement or significant modification of any load-bearing element. Furthermore, nothing herein shall be deemed to require the Condominium Association to approve any modification which will alter the exterior appearance of the condominium apartment building in which the combined units being severed into its component units is located or in which the separate units being combined are located.

XIX
ALTERATIONS, ADDITIONS AND IMPROVEMENTS
TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

1. A special meeting of all the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days nor more than sixty (60) days notice.
2. A vote of three-fourths (3/4) of the total number of voting interest holders present and voting, in person or by proxy, at a meeting of members in which a quorum is present shall be required to approve and adopt the provisions allowing such alteration, improvements or additions.
3. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall bear the same portion or share of such cost as is the share of the common elements appurtenant to his unit, as such shares are set forth in Article No. VI of this Declaration.

XX
LIABILITY INSURANCE

The Association Board of Directors shall use its best efforts to obtain and maintain adequate liability insurance to protect the Association, the common elements and the limited common elements. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VI of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the ByLaws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability.

A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements and limited common elements, but also the liability of individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the unit owner against all liabilities for damage to persons and property whether occurring within or without a unit, and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all unit owners, then the Association may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

XXI
PROVISION FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. Purchase of Insurance - The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interest may appear

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against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. Because of the location of the Condominium Property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

B. Assured and Loss Payable - All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000 or less shall be paid to the Association. Any sum in excess of \$10,000 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Charlotte, Sarasota or Lee County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half the unpaid principal balance of all first mortgages on said units). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. Payment of Premiums, Trustee's Expenses and Collection - The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Mandatory Repair - Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares of the common elements owned by them.

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E. Determination of Damage and Use of Proceeds - Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against the individual unit owners for the portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners except as provided in paragraph I below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property and the unit owners fail to elect to rebuild and repair as provided in paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. Total Destruction - As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire condominium, that three-fourths (3/4) or more of all apartment units are or have been rendered untenantable by casualty loss or damage; and/or,
2. If three-fourths (3/4) or more of all the apartment units are not or have not been rendered untenantable by casualty loss or damage, then with respect to at least one separate and discrete apartment building within the Condominium, that three-fourths or more of the apartment units in such discrete and separate apartment building are or have been rendered untenantable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless at a duly called meeting to be held within sixty (60) days after the casualty loss or damage occurs three-fourths (¾) of the unit owners/voting interest holders present and voting in person or by proxy agree thereto. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described in subparagraph 1 above, but with respect to one or more apartment buildings be at least that degree then each apartment building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (¾) of the unit owners owning units in such apartment building so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In the event all permits and approvals required from Federal, State and local governmental agencies or subdivisions to allow the reconstruction are not granted or obtained within a reasonable time after the unit owners agree to allow the reconstruction, such an event shall constitute a disapproval of the reconstruction. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear in accordance with the provisions of paragraph I below, and the Condominium Property shall to the extent provided for in paragraph I below be removed from the provisions of the Condominium Act, as amended, in accordance with the provisions of paragraph I below. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary vote of three-fourths (¾) of the unit owners present and voting in person or by proxy at a duly called meeting or, in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has not received the necessary writings from three-fourths (¾) of the unit owners residing in each of the separate and discrete apartment buildings which have experienced the degree of damage mentioned in subparagraph 2 above.

G. Rights of Mortgagees - If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees (as hereinabove defined in paragraph B) may designate the bank, savings and loan association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the

mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. Association As Agent - The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

I. Repair and Reconstruction - The provisions of paragraphs D, E and F to the contrary notwithstanding, each separate and distinct apartment building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only apartment building in the Condominium, to the effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such apartment building shall be first used for the reconstruction and repair of that building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium unit owners in that building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction or repair as contemplated by paragraph D above. For the purpose of this paragraph 1, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements divided by the sum total of the shares in the common elements attributable to all the condominium units in that building. The relative proportion thus established with respect to all condominium units in an apartment building is hereinafter referred to as the "relative common elements per building".

2. If under the provisions of paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate apartment building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular apartment building which has suffered casualty loss and damage and what portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited

common elements shall be distributed as an assessment among the unit owners in that apartment building suffering such casualty loss or damage in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of paragraph I-1 above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete apartment building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire condominium and the portion shall be distributed or applied to the unit owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the unit owners and their mortgagees as their interests may appear in the separate and discrete apartment building suffering such loss or damage in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that there shall occur to a separate and discrete apartment building the degree of damage or destruction described in paragraph F-2 above, but the condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in paragraph F-1 above, and the apartment building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that apartment building only and this Declaration of Condominium shall be deemed amended and the following shall result:

a) The Board of Directors, upon advisement of one or more independent appraiser, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the condominium regime. There shall then be computed that portion of said fair value which is attributable to the said damage and destroyed apartment building, as follows:

The total of the relative common elements per building attributable to units in the apartment building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged apartment building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the condominium attributable to the damage or destruction of the said apartment building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium units in the said destroyed or damaged apartment building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged apartment building, or by such unit owner's mortgagee, providing only that the times for the election set forth in paragraph F

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above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with Article XXIII. If the Condominium shall not elect to terminate in accordance with Article XXIII, then the Condominium Association shall purchase the condominium units in the destroyed or damaged apartment building from the unit owners thereof for the total purchase price therefor hereinabove mentioned each such unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the apartment building so damaged or destroyed, shall be set aside and the balance paid over to the condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

b) The Condominium Association, upon the acquisition of the title to the units and interest of the unit owners in the damaged or destroyed apartment building, shall have the option of either:

- 1) Terminating the Condominium Regime with respect to the destroyed or damaged apartment building and making the site thereof a common element of the Condominium; or
- 2) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by three-fourths of the Condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

c) In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed apartment building, a certificate shall be filed among the Public Records executed by two officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium Property the destroyed and/or damaged apartment building as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged apartment building among the remaining unit owners in the proportions that their shares of the common elements bear to one another; such that upon completion of such redistribution one hundred percent (100%) of the common elements will have been distributed among

the remaining condominium unit owners and the condominium units not contained in the damaged or destroyed apartment building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed apartment building among the remaining units in the proportions of their share of the common expenses and common surplus bear to one another such that upon completion of such redistribution, one hundred Percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium units not contained in the damaged or destroyed apartment building.

J. Availability of Policies - a copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

XXII MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgages owned by the mortgagee. A mortgagee shall have a thirty (30) day period within which to cure a default by an owner before the Association takes any action against the owner.

B. If the holder of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage or as result of a deed given in lieu of foreclosure, such acquiror of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former unit owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the unit owners including such acquiror, his successors and assigns.

C. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, or the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration, a mortgage company or other institutional lender. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evidenced that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

D. An "institutional mortgagee" as defined herein has the right to:

- (i) inspect the books and records of the Condominium;
- (ii) receive written notice of all meetings of the Association and to attend meetings;
- (iii) receive an annual audited financial statement of the Condominium;
- (iv) receive notice of any casualty damage or condemnation.

XXIII RECREATIONAL FACILITIES

A. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of three-fourths of the Association's members who are present and voting in person or by proxy at a duly called meeting at which a quorum is present and subject to the requirements of paragraph C below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this paragraph A and paragraph C below.

B. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings, entered into under the authority of this Article XXIII, this Article may not be modified, amended or changed in any equivalent party, if he be not properly denominated "lessor" which consent shall be evidenced by said lessor or equivalent party joining in the execution of the Certificate of Amendment with the formalities required for deeds.

C. The provisions of paragraph A above notwithstanding, mortgagees holding first mortgages on any unit or units shall, if they acquire such units by foreclosure or deed in lieu of foreclosure, take such unit or unit exempt from and free and clear of any of the terms and obligations and without the use benefits of such agreements entered into under the authority granted in paragraph A above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this paragraph C shall thereafter not apply to such unit or units. The exemption granted in this paragraph C shall include but not be limited to an exemption from the payment of the prorata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreement or agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority (as defined in paragraph B of Article XXI hereof) of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this paragraph C shall not apply to any mortgagee or to any unit in the Condominium.

XXIV
SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the ByLaws of the Condominium Association or of the Condominium Act shall in no way effect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

XXV
TERMINATION

The provisions for termination contained in paragraph F of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by the Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by three-fourths (3/4) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium.

XXVI
EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

XXVII
**SPECIAL PROVISIONS REGARDING ASSIGNMENT OF
PARKING AND TRANSFER OF PARKING SPACES**

A. The provisions of Article XII "*Conveyances*" of this Declaration to the contrary notwithstanding, apartment condominium unit owners from time to time may convey and transfer their rights in and to the parking spaces and outside storage lockers constituting limited common elements appurtenant to their units among themselves; that is to say, from one apartment condominium unit owner to another, with the written consent of the Condominium Association, and with the written consent of the holder of any mortgages encumbering the unit from which the parking space and outside storage locker is being transferred, with the following limitations and in the following manner:

1. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance the condominium unit from which the parking space shall have been transferred or conveyed shall have at least One (1) parking space appurtenant thereto as a limited common elements.
2. No portion of the common elements attributable to a unit shall be transferred to conveyed from one unit to another for reason of the transfer or conveyance of a parking space, and the undivided shares in the common elements shall in no way be varied or changed with respect to any unit for reason of the transfer or conveyance of a parking space, and the undivided shares in the common elements shall in no way be varied or changed with respect to any unit for reason of the transfer or conveyance of a parking space.

3. Such transfer or conveyance shall be evidenced by a written deed of conveyance executed by both the transferor and the transferee. It shall identify the transferor by name and as the unit owner of a specific condominium apartment unit and identify that condominium apartment unit by its number. It shall set forth in substance that the parties are transferring and conveying the particular parking space which is a limited common element appurtenant to the unit owned by the transferor to the transferee for the purpose of having the particular space become a limited common element appurtenant to the condominium apartment unit owned by the transferee. It shall further set forth the consent of the transferor to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a limited common element appurtenant to the transferee's condominium apartment unit subject in full to the provisions of the Declaration of Condominium.
4. The deed of conveyance shall be executed with the formalities for deeds in the State of Florida and promptly shall be recorded among the Public Records of Charlotte County, Florida. The deed of conveyance shall be effective no sooner than such recording.
5. The consent of the Condominium Association may be evidenced on the deed of conveyance mentioned in paragraph 3 above, or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the Public Records of Charlotte County, Florida. Such consent may be in any form the Condominium Association may choose and shall be executed with such formalities as are required of affidavits and for the recording of affidavits among the Public Records of the State of Florida.
6. Once the aforementioned deed of conveyance shall have been duly executed and recorded in accordance with the provisions of this Article XXVII and the consent of the Condominium Association shall have likewise been given and so recorded, the Declaration of Condominium and, in particular Exhibit No. I hereto, shall be deemed amended to the extent necessary to conform to that transfer and conveyance as authorized under this Article XXVII, the provisions of Article XIII "*Amendment to Declaration*" to the contrary notwithstanding.

7. Nothing herein shall be deemed to authorize the transfer of any limited common element or other appurtenance to a condominium apartment unit or any part or share thereof to any person or persons whatsoever except the limited common elements which constitute parking spaces and outside storage lockers may, as herein provided, be conveyed between unit owners provided that at no time may such parking spaces or outside storage lockers or any of them be owned in whole or in part by any person or persons who are not condominium apartment unit owners. Any transfer or conveyance of a parking space or outside storage locker by any person, with or without the consent of the Condominium Association to any other person or persons who is or are not condominium apartment unit owners, shall be totally void.

XXVIII
MAINTENANCE PROVISIONS

Maintenance Contracts - If there shall become available to the Condominium Association a program of contract maintenance for all appliances and/or all air conditioning compressors and/or air handlers serving individual condominium units which the Association determines is to the benefit of the condominium unit owners to consider, then upon resolution of the unit owners at which a quorum is present, or by a majority of their whole number in writing the Condominium Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. If, on the other hand, the Condominium Association determines that the program may be undertaken by the Association for the benefit of condominium unit owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the cost of such contractual undertakings shall be borne exclusively by the unit owners electing to be included in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual unit owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the unit owners electing in such written undertakings as the Association shall deem proper to evidence the said unit owners' obligations to the Association for their proportionate share of the costs of such program.

XXIX
MISCELLANEOUS PROVISIONS

A. Right of Entry - The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to all or any part of the Condominium Property.

B. Contractual Liens Authorized - Each condominium unit owner in this Condominium is authorized to grant liens upon his respective condominium unit to secure the payment of his share (or the share attributable to his condominium unit in the appropriate cases) of any fees, dues, charges or other exactions which the condominium unit owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to-wit, membership, liens, contracts or other undertakings obtained by the Condominium Association for the use of the condominium unit owners by any means whatsoever. So long as such a lien encumbers a unit, the owner of that unit may not vote for voluntary termination of the condominium form of ownership as provided for by law or by the terms of this Declaration; the said lien so created shall attach to the undivided interests in the Condominium Property resulting from termination, held by the condominium unit owner creating such lien or owning a unit encumbered by such lien. This paragraph B shall be liberally construed to grant condominium unit owners maximum authority to grant the liens herein mentioned for the purpose herein provided and shall not be construed in any way to restrict the powers or authorities of the condominium unit owner nor to require any particular form for the creation of such liens, but condominium unit owners shall, in addition to the powers and authorities created herein, have the power and authority to create liens on their units which they would otherwise have had, had this paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this paragraph shall take priority from the recording among the Public Records of Charlotte County, Florida, of the document creating that lien. This paragraph shall not be construed to become effective earlier than the aforementioned recording of the document creating such lien and neither this paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

C. Master Television Antenna and Cable Television - The Association by action of its Board of Directors, is authorized to enter into agreements to provide or allow master television service, whether or not in association with cable television service, to be given to the owners or occupants of improvements to real property in the vicinity of the condominium, upon such terms and conditions as the Board of Directors shall approve, including but not limited to the authority of the Association to enter into a master television service contract in which the cost shall be treated as a common expense. This

authority is granted in realization of the fact that a master television antenna may be able to serve the condominium unit owners as well as persons residing on other improved property in the vicinity of the Condominium on a more economical basis. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as the Board of Directors shall have the right to have cable television service extended and provided within their units without action of the Board of Directors and such services may be brought to the unit owners requiring or desiring such service over the common elements of the Condominium and as other utility services may be extended to the condominium units, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them. Nothing in this paragraph C shall be construed to impose upon the developer or any other person, either real or corporate, the obligation to provide or install either a master television antenna or cable television facilities in this Condominium, nor prohibit such installation.

D. Security System - The condominium unit owner shall have the right to have his unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as shall be reasonably necessary to provide such service to such condominium unit providing that such installation shall not be unsightly when installed outside the unit and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

E. Special Proviso Re: Parking - The Condominium Association may adopt reasonable Rules and Regulations which shall provide a manner in which parking spaces may, in the absence of the use thereof by the unit owner or owners to which such parking is assigned as an appurtenance (limited common element) to their unit, be used by guests, providing that any such Rules and Regulations shall not interfere with the reasonable use of such parking spaces by the owners of the condominium apartment units to which they are appurtenant as limited common elements.

F. Association May Waive Leasehold Restrictions - The provisions of Article XII of this Declaration respecting the restriction on leasing and the right of the Association may be waived as a matter of Association policy uniformly applicable to all unit owners, upon recommendation of the Association approved by resolution of the membership (unit owners). Notwithstanding such waiver, the Board of Directors shall have the power to reimpose any of the waived restrictions or limitations set forth in Article XII without approval of the membership being required. By a three-fourths vote of the Board of Directors, the Board may impose additional restrictions and Rules and Regulations upon the leasing of units in addition to those contained in Article XII, but no such Rules and Regulations shall be deemed applicable to any lease existing at the time of the

promulgation of such Rules and Regulations, to the extent that such Rules and Regulations are inconsistent with the contractual obligations in the lease; nor shall such additional restrictions apply to a mortgagee whose mortgage was recorded prior to the time the new restrictions are adopted.

G. Enclosures of Patios, Balconies, Roofdecks and Mezzanines - Any patio, balconies and mezzanines which are either enclosed or open shall remain enclosed or open and according to original plans. This paragraph may be amended upon recommendation of the Board of Directors and by a vote of three-fourths of the voting interest holders who are present and voting in person or by proxy at a duly called meeting at which a quorum is present.

H. Modification of Boundaries Between Abutting Units - With written consent of the Condominium Association and with the written consent of their mortgagees, if any, the unit owners of abutting condominium units may agree, by instrument in writing, to move the boundary between their abutting units in such manner as to include additional rooms or spaces in one unit and to exclude them from the other. Such writing shall have as an exhibit thereto an architectural or engineering drawing certified to in the manner required by The Condominium Act of the State of Florida demonstrating the new boundary lines between the two units and otherwise certified to in the manner required by law. The document establishing the new boundary lines shall also redistribute between the two units involved the common elements, limited common elements and common expense in a reasonably equitable manner such that totals of each of those items as reassigned to the two units shall equal the same totals previously assigned to the two units. The instrument creating the new boundary lines shall be executed with the formality required for deeds by all the unit owners of the units involved, all the mortgagees thereon, and by the Condominium Association, except that the said mortgagees and/or the Condominium Association, may demonstrate their consent by a separate instrument in writing similarly executed. The said instrument and consents shall be filed among the Public Records of Charlotte County, Florida, and shall constitute an amendment to the Declaration of Condominium which shall be effective from and after its recording and shall not require the consent to or any vote of the membership. Nothing herein, however, shall be deemed to grant authority for any amendments to this Declaration of Condominium except in the manner elsewhere provided for such amendments except in specific and limited cases herein described, to-wit, the modification of the boundary line between abutting condominium units for the purpose of including additional rooms and spaces in one unit and to exclude them from the other, which may include modification of the boundary lines of the balconies, roofdecks, patios or mezzanines appurtenant to said units. The Condominium Association's approval may be conditioned upon the said unit owners adequately providing for entrances, modifications in the perimeter walls of the two units where the changes are to be made, and assurances by the unit owners to the Association that all costs and expenses thereof will be borne in full and paid for by the said unit owners. Nothing herein shall require the Condominium Association to give its approval to the amendment contemplated herein if

the modifications in the units required to effectuate the change of boundary line would in any way endanger the structure, violate applicable zoning laws, Rules and Regulations, or result in a unit whose interior area is less than that of the smallest other condominium units in the Condominium. Otherwise, the Condominium Association shall not unreasonably withhold its approval. Such approvals shall be binding on the Condominium Association providing only that before the amendment is recorded and the reconstruction or the modification of the units undertaken, the Condominium Association shall be given reasonable assurance that the costs and expenses of the reconstruction or modification will be fully paid for by the unit owners and that the modifications do not violate applicable zoning laws, Rules and Regulations nor endanger the structural integrity of the building in which the modifications are being made. It shall not be necessary for any document to be placed of record to evidence such assurances, conformity with zoning laws, Rules and Regulations, or proof that the structural integrity of the building is not endangered for the amendment to be effective. The recording of the amendment without such statements or assurances shall be presumptively sufficient.

I. Pets - Limitation and Prohibition - The Condominium Association whether acting through its Board of Directors or otherwise, shall not impose prohibitions on the keeping of pets in the condominium apartment units providing that the pets so kept are the kind of animals, fish or birds, usually kept as household pets. With respect to pets which require access to the outside, such as dogs and cats, the Condominium Association may prohibit the keeping of more than two of such pets or more than two of a mixed variety thereof in any individual apartment unit. The Association may also impose reasonable restrictions on when, where and how such pets may be permitted upon the common areas of the Condominium Property. The limitation on the prohibition of pets contained in this paragraph I shall not restrict nor prevent the Condominium Association from prohibiting or requiring the removal of pets in individual cases where such pets are or become legal nuisances and unreasonably disturb the quiet enjoyment of the Condominium Property by the unit owners. Furthermore, the Condominium Association may require the unit owners who do not abide by the reasonable Rules and Regulations as to when, where and how such pets may be permitted upon the common areas, or who allow a pet to be or become a legal nuisance, to dispose of or remove their pet or pets from the apartment and the Condominium Property. Amendments or modifications to this paragraph I shall require approval of a vote of at least three-quarters ($\frac{3}{4}$) of unit owners/voting interest holders who are present in person or by proxy at a duly called meeting at which a quorum is present.

J. Approval by Condominium Association - Whenever an approval of the Condominium Association is called for in this Declaration or in the ByLaws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the unit owners or the Condominium Association's members.

K. Shares of Ownership on Termination -

1. Upon removal of the Condominium Property from the provisions of The Condominium Act or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common in the undivided shares which shares are hereafter referred to as "Termination Shares", and are in the same proportions as the ownership of common elements and common expenses. Furthermore, so long as this paragraph is operative, then the words "Termination Shares" shall be substituted in Article XVI and in paragraph I of Article XXI for the words "share(s) of common elements" and for the words "common elements" in every context where the term "common elements" refers to or connotes a share or shares (as opposed to that portion of the Condominium).

2. Paragraph K-1 above may be amended in accordance with the applicable provisions of Article X hereof. The amendatory procedures set forth in paragraph C of Article X hereof may be employed in any appropriate case therein mentioned and in any case in which through scrivener's error it shall appear that the total of the Termination Shares shall not equal exactly 100%. No amendment, however, whether under paragraph A, B or C or Article X, may change the Termination Share attributable to a unit without the written consent of the unit owner of that unit and of all mortgagees holding mortgages encumbering that unit. This paragraph K-2 may not be amended without unanimous consent of all unit owners.

XXX
PHASE DEVELOPMENT

This Condominium was developed as a phased condominium. All land comprising Phase I, II, III and IV of this condominium has been, prior to the recordation of this Amended and Restated Declaration, submitted to condominium ownership and all planned improvements have been substantially completed as set forth on various surveyor's certificates or affidavits of substantial completion which are incorporated in amendments to the Declaration of Condominium as heretofore referenced. With reference to this condominium, NO TIMESHARE ESTATES WILL BE CREATED.

IN WITNESS WHEREOF, TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, has caused this Amended and Restated Declaration of Condominium to be executed by its duly authorized officers this 18th day of April, 1994.

Signed, Sealed and Delivered
in the Presence of:

**TAMARIND GULF AND BAY CONDOMINIUM
ASSOCIATION, INC.**

Edward L. Watitzky
Edward L. Watitzky
Printed name of first witness

By: Robert M. Geist
Robert M. Geist, President

Ray G. Dann
Ray G. Dann
Printed name of second witness

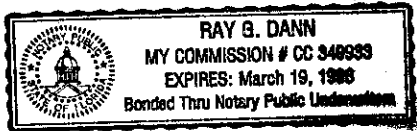
Attest: Jess L. Butler
Jess L. Butler, Secretary

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 18th day of April, 1994, by ROBERT M. GEIST and JESS L. BUTLER, as President and Secretary, respectively, of TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the said corporation. They are personally known to me or produced N/A as identification and did take an oath.

My commission expires:

Ray G. Dann
Notary Public

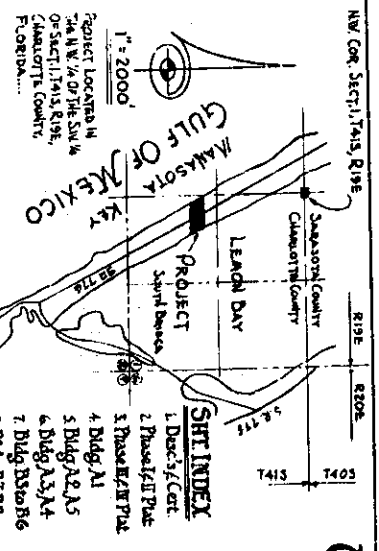


Printed Name of Notary

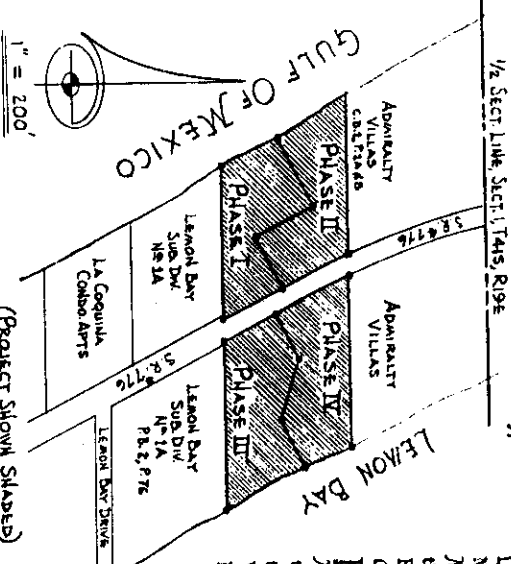
Serial or Commission Number

wpin/tamarind

OR BOOK 1339 PAGE 1035



LOCALE MAP



VICINITY MAP (REF. COUNTY MAP 19/15)

Amarrind Gulf and Bay Condominium
ON MANASOTA KEY, ENGLEWOOD, FLORIDA
 Condo Book 2, P. 26
 A Book of Manasota Master
 Sh. 1 of 12

DESCRIPTIONS:

PHASE I: Land lying West of S.R. No. 776, begin at a point in the present W by 7/16 line of S.R. 776, of the N by line of Lemon Bay Estates, No. 1A, P.R. 9, P.R. 10, Charlotte Co. Fl., thence along the said W by line of Lemon Bay Estates No. 1A, P.R. 9, P.R. 10, to the M.H.W.L. of the Gulf of Mexico, thence N by line of said M.H.W.L., 900'; thence N 62° 00' 35" E, 255'; thence S 77° 59' 37" E, 300.00'; thence N 62° 00' 35" E, 177.64' to the said W by 7/16 of S.R. 776; thence along said W by 7/16 of S.R. 776, 211.54' to the P.O.B., subject to an E to E easement lying along the 3 by property line, said land being part of Gov't Lot 3, Section 1, T41S, R15E, Charlotte County, Florida, containing 213 acres.

PHASE II: Land lying West of S.R. No. 776, begin at a point in the present W by 7/16 of S.R. 776, of the N by line of Admiralty Villas Condom. C. B. 1, P.R. 1/16, Charlotte Co. Fl., thence along said S by line of S.R. 776, 552' 27.15" E, 293.10'; thence N 65° 32' 45" E, 150.00'; thence S 77° 15' E, 186.00'; thence N 57° 32' 45" E, 155'; to the M.H.W.L. of Lemon Bay; thence N 65° 32' 45" E, 150.00'; thence S 77° 15' E, 186.00'; thence N 57° 32' 45" E, 155'; to the M.H.W.L. of Admiralty Villas; thence along said S by line of Admiralty Villas, N 65° 47' 20" W, 510' to the P.O.B., said land being part of Gov't Lot 3, Section 1, T41S, R15E, Charlotte County, Florida, containing 225 acres.

PHASE III: Land lying East of S.R. No. 776, begin at a point in the present E by 7/16 of S.R. 776, of the N by line of Lemon Bay Estates, No. 1A, P.R. 9, P.R. 10, Charlotte Co. Fl., for a P.O.B., thence along the said S.R. 776 E by 7/16, N 36° 27' 15" W, 173.00'; thence N 65° 32' 45" E, 150.00'; thence S 77° 15' E, 186.00'; thence N 57° 32' 45" E, 155'; to the M.H.W.L. of Lemon Bay; thence S 77° 15' E, 186.00'; thence N 57° 32' 45" E, 155'; to the M.H.W.L. of Lemon Bay; thence along the said M.H.W.L., 880' to the said N by line of Lemon Bay Estates No. 1A, P.R. 9, P.R. 10, Subject to an Easement of 670 lying along the South property line, said land being part of Gov't Lot 3, Section 1, T41S, R15E, Charlotte County, Florida, containing 225 acres.

PHASE IV: Land lying West of S.R. No. 776, begin at a point in the present E by 7/16 of S.R. 776, of the N by line of Admiralty Villas Condom. C. B. 1, P.R. 1/16, Charlotte Co. Fl., thence along said E by 7/16 of S.R. 776, 552' 27.15" E, 293.10'; thence N 65° 32' 45" E, 150.00'; thence S 77° 15' E, 186.00'; thence N 57° 32' 45" E, 155'; to the M.H.W.L. of Lemon Bay; thence N 65° 32' 45" E, 150.00'; thence S 77° 15' E, 186.00'; thence N 57° 32' 45" E, 155'; to the M.H.W.L. of Admiralty Villas; thence along said S by line of Admiralty Villas, N 65° 47' 20" W, 510' to the P.O.B., said land being part of Gov't Lot 3, Section 1, T41S, R15E, Charlotte County, Florida, containing 225 acres.

SURVEYORS CERTIFICATE:

I, the undersigned, a Professional Land Surveyor authorized to practice in the State of Florida, hereby certify that this Exhibit together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the proposed improvements, and that the identification, location, and dimensions of each unit, and the common elements, can be determined from these materials.



By: *W. L. ...*
 W. L. ...
 Wm. L. ...
 569 McLean Avenue
 Venice, Florida

EXHIBIT 1

MAR 21 1980

OR 627 PG 1635

NOTES: See Sheet 3 for Phase III & IV.
See other sheets for Apt. Bldg. data.

Tamaringo Gulf and Bay Condominium

ON MANASOTA KEY, ENGLEWOOD, FLORIDA

PHASE I & II CONDO FLAT
(66 Apts. & 99 Parking Spaces, 4.22 Acres)

By: *W. J. ...*
Wm. Lindh, P.L.S. #1309

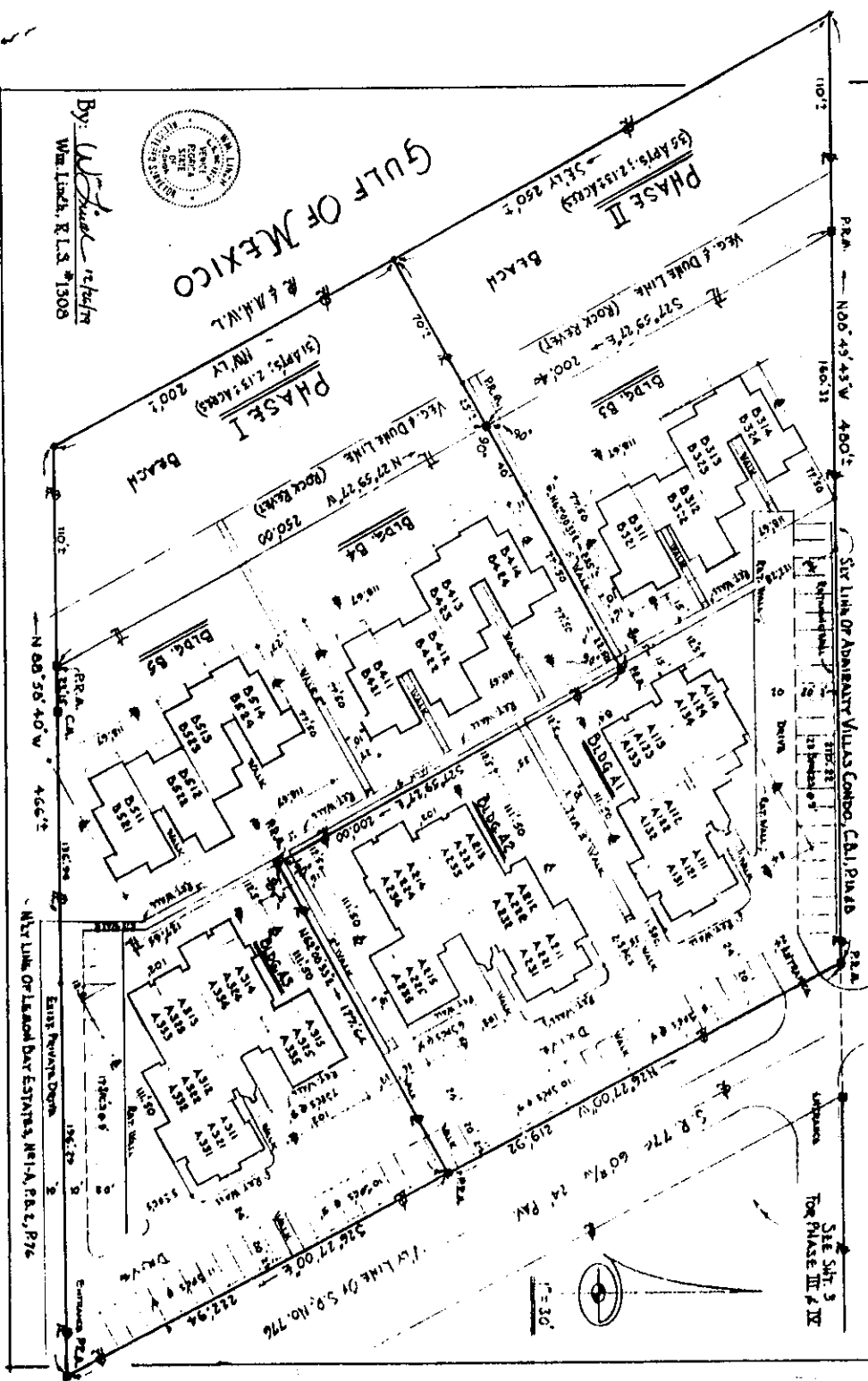
APT. DESIGNATOR

CONDO BOOK 2 PAGE 8

LEGEND:
E Property Line
II Internal Line
B Building Line (Projected)
PKM Reserved Refer. Monument

Condo Book 2 Page 8
A Republic of Manasota, Manasota

Sheet 2 of 12



OR 627 PG 1636

NOTES: See Sheet 2 for Phase I & II.
See other sheets for Apts. Bldgs. etc.

Tamarin's Gulf and Bay Condominium

ON MANASOTA KEY, ENGLEWOOD, FLORIDA

PHASE III (CONDO PLAN)

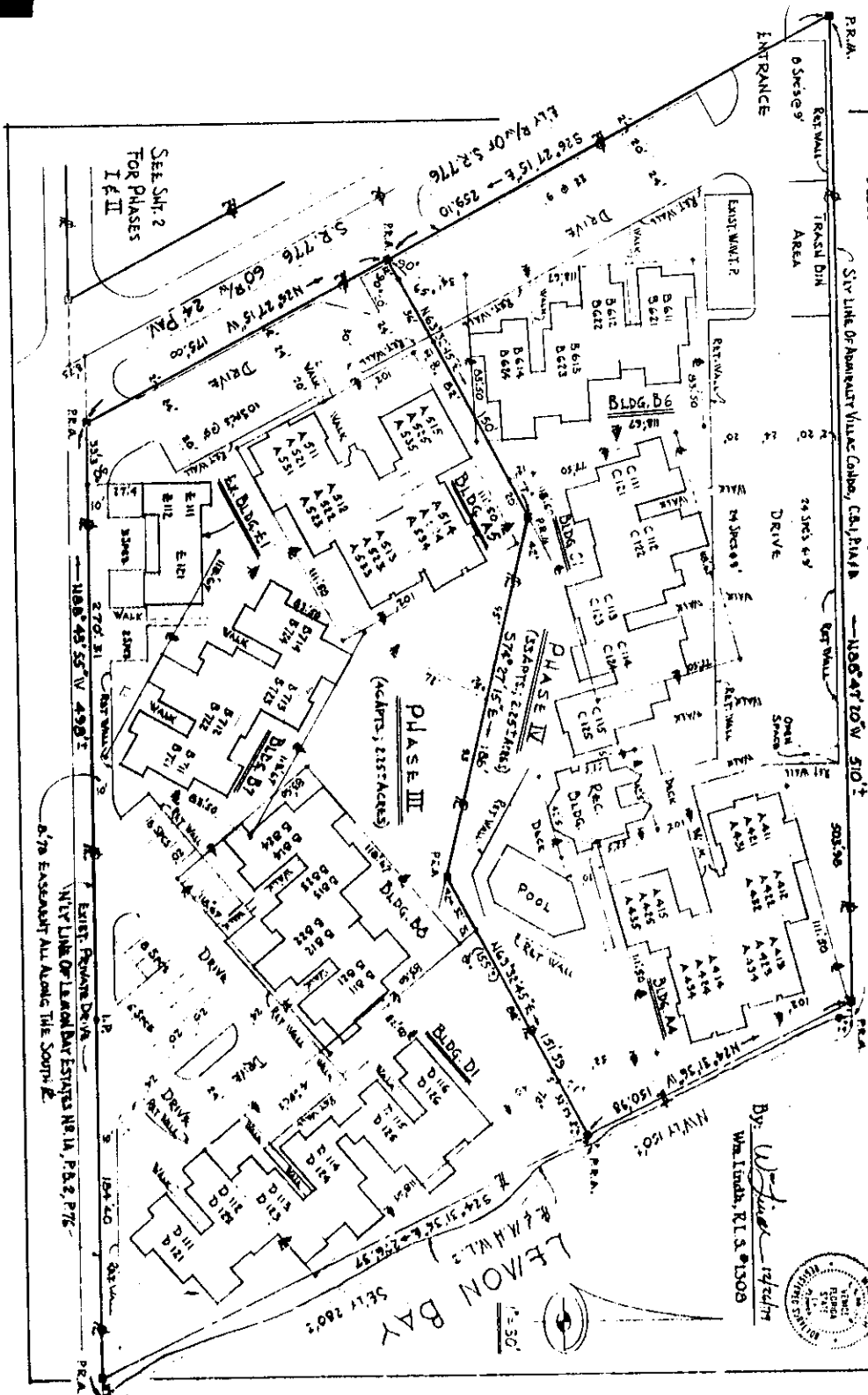
(7) Apts. and Parking Spaces, 440' x 100'

LEGEND:
Property Line A
Interior Line B
Building Line C
P.R.M. Permanent Right-of-Way

Condo Book 2 P. 20-4
A Replat of Manasota Manor
Sht. 5 of 10

Bldg. Letter & No.
A111 - Apt. No.
Floor

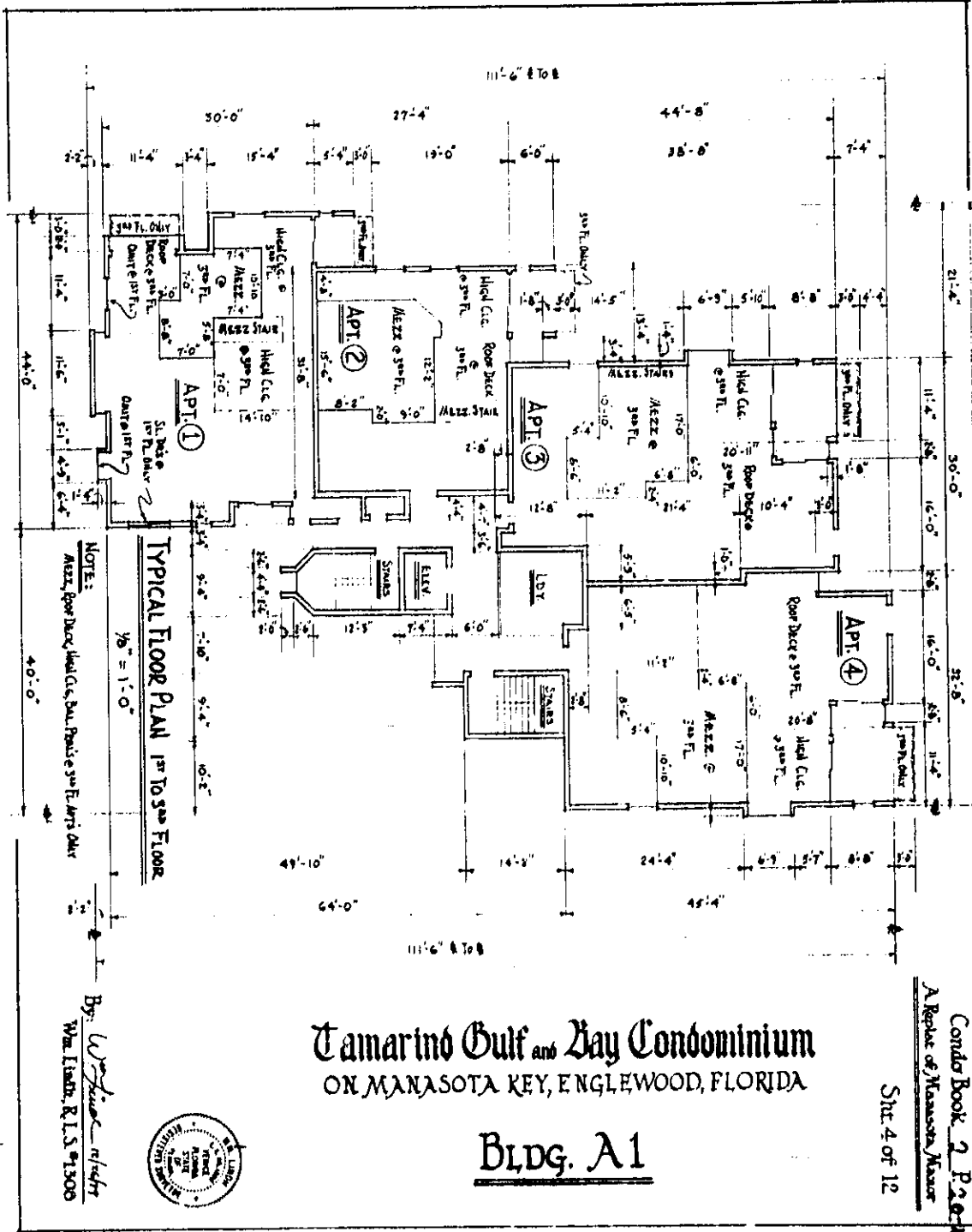
APRT DESIGNATION



By: *W. L. ...*
Wm. L. ...
R.L.S. 91308



MAR 21 1980

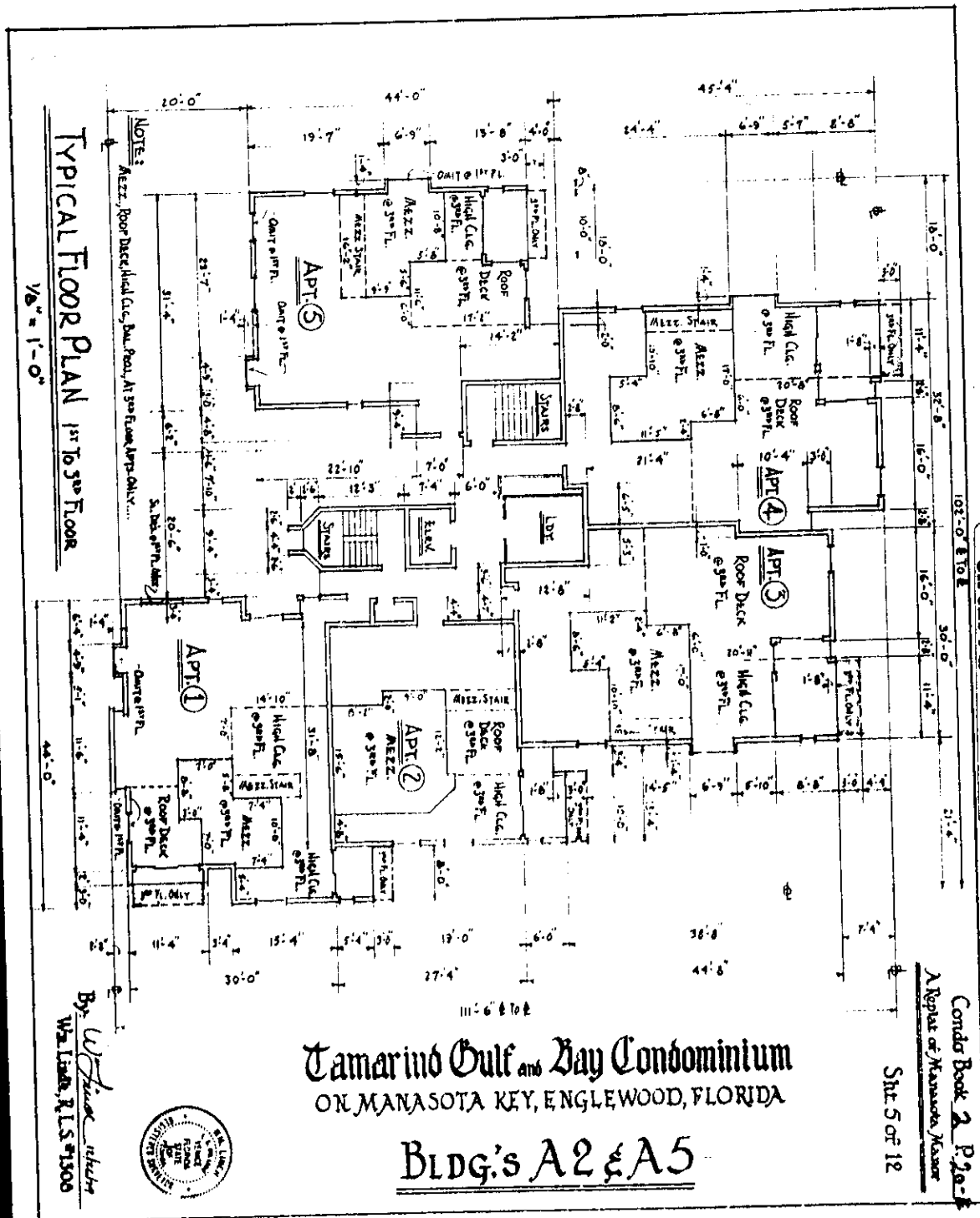


Tamarind Gulf and Bay Condominium
ON MANASOTA KEY, ENGLEWOOD, FLORIDA

BLDG. A1



MAR 21 1980



TYPICAL FLOOR PLAN 1st to 3rd Floor

1/8" = 1'-0"

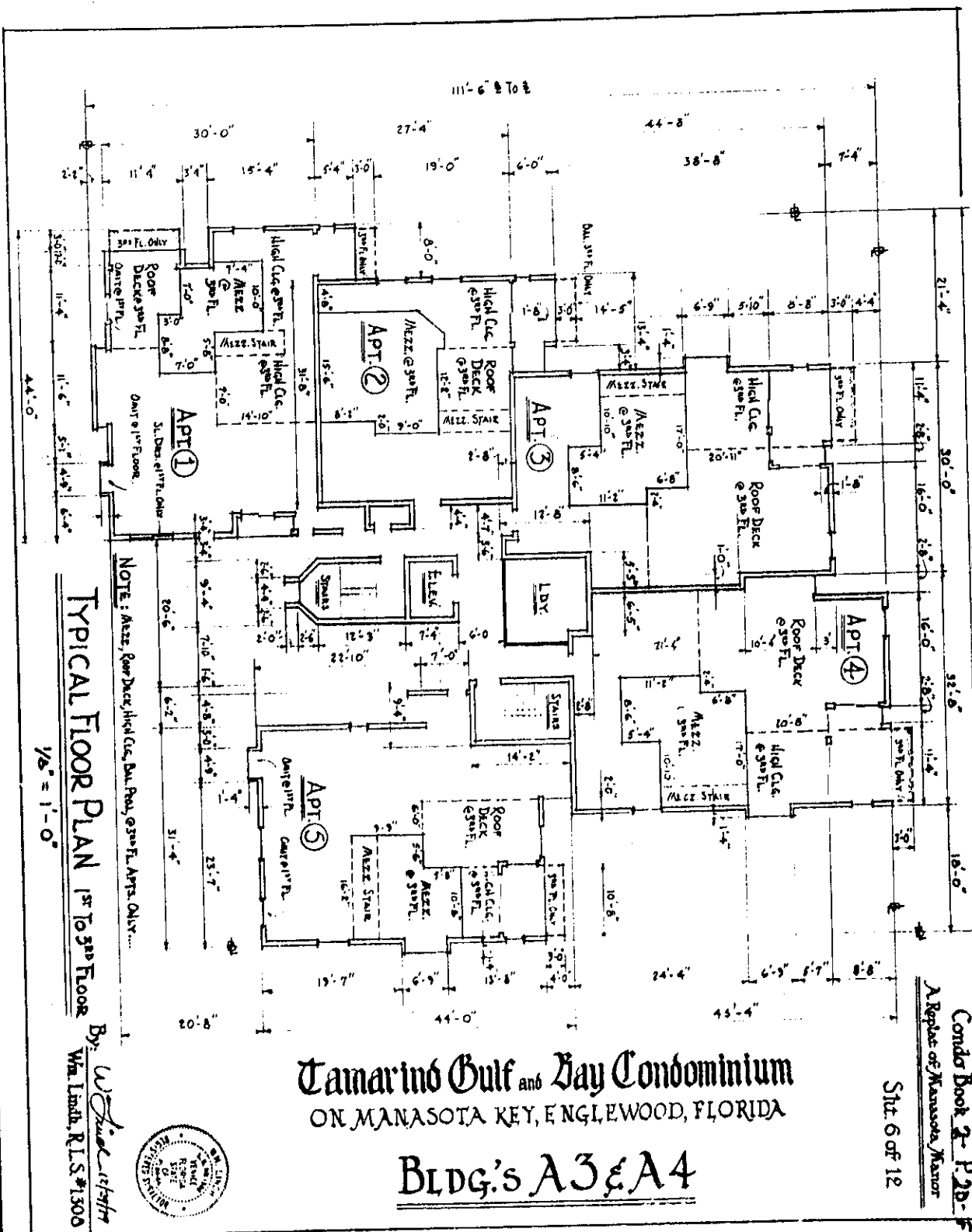
OR 627 Fd 1638

Tamarind Gulf and Bay Condominium
ON MANASOTA KEY, ENGLEWOOD, FLORIDA

BLDG.'S A2 & A5

Condo Book 2 P. 20-1
A Replat of Manasota Manor
Sht. 5 of 12





NOTE: Mezz, Roof Deck, HIGL CIL, Bal. Rm., 3rd FL. APRTS. ONLY...

TYPICAL FLOOR PLAN 1ST TO 3RD FLOOR

1/8" = 1'-0"

By: *W. J. ...*
 WFLA LIND. P.L.S.#1300



Tamarind Gulf and Bay Condominium
 ON MANASOTA KEY, ENGLEWOOD, FLORIDA

BLDG.'S A3 & A4

OR 627 PG 1639

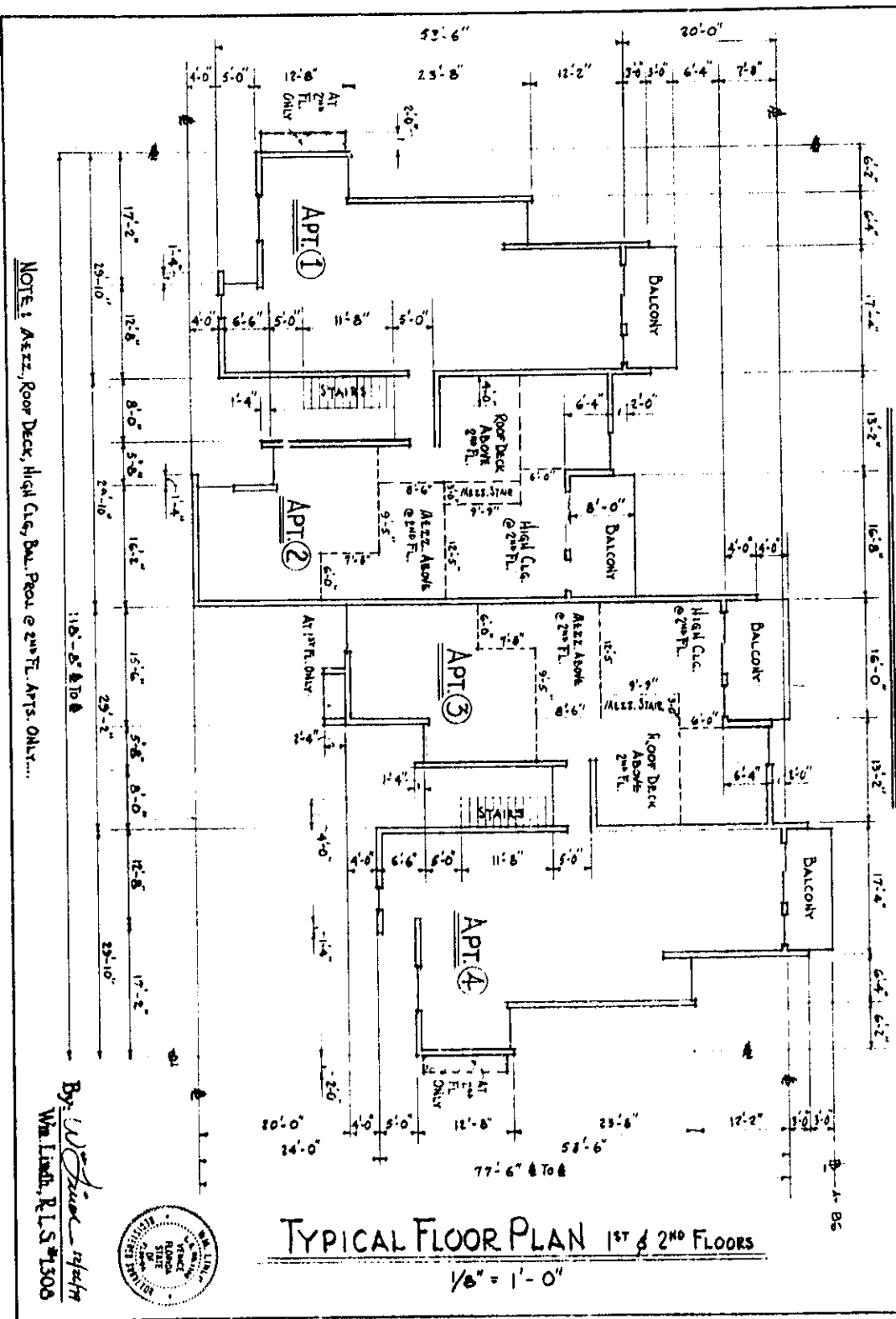
Condo Book 2 - P. 2b -
 A Republic of Manasota, Manor
 Slit. 6 of 12

Tamarin Gulf and Bay Condominium

ON MANASOTA KEY, ENGLEWOOD, FLORIDA
Bldgs. B3, B4, B5, & B6

Condo Book 2, P. 20-5
A Replat of Manasota Manor

Sheet 7 of 12



TYPICAL FLOOR PLAN 1ST & 2ND FLOORS
1/8" = 1'-0"

NOTE: A/CZ, Roof Deck, High Cld., Bal. Pool @ 2ND FL. APTS. ONLY...

By: *W. J. ...*
Wm. Lindt, P.L.S. #1306



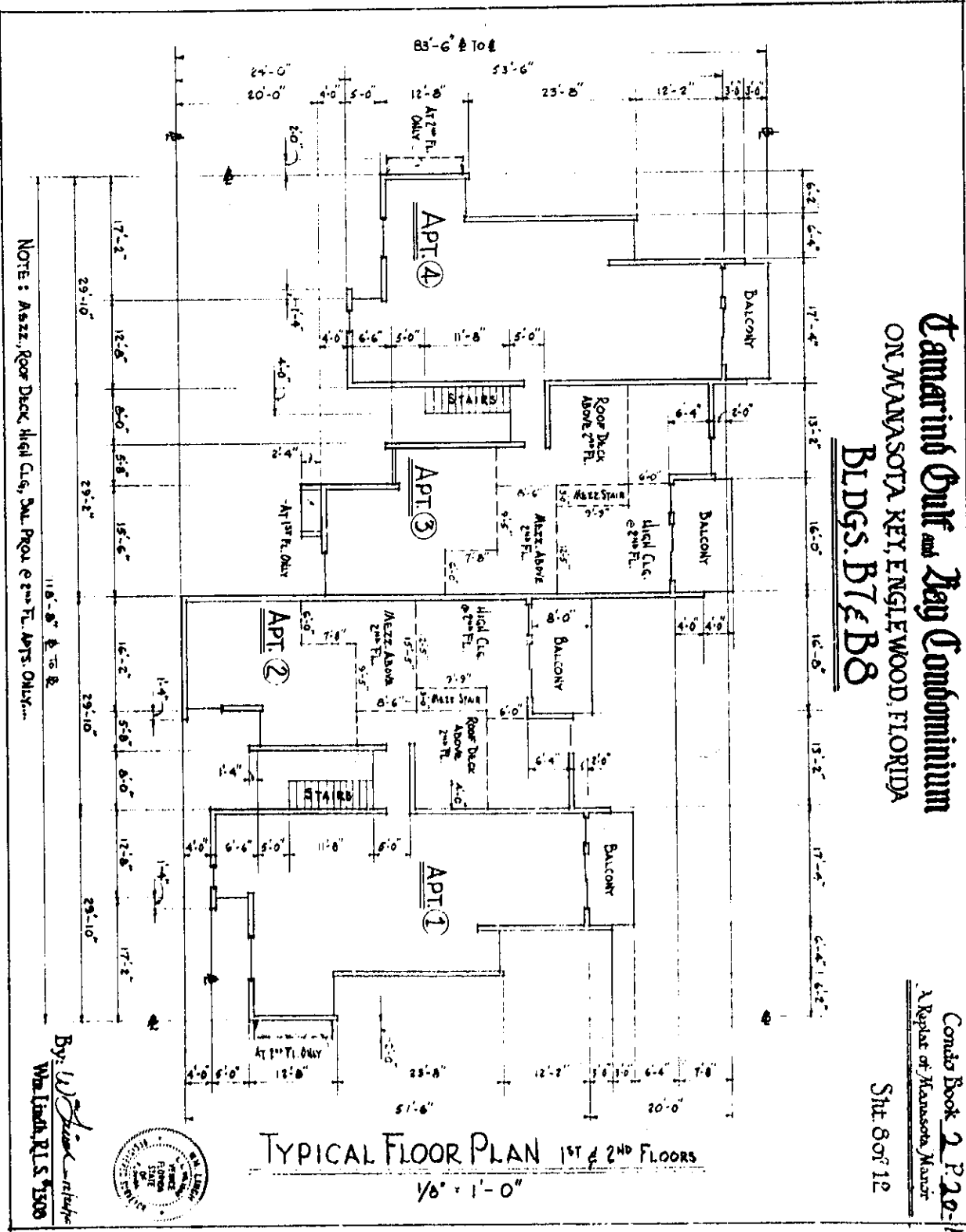
NOV 17 1980

OR 627 PG 1641

Tamarind Gulf and Reg Condominium

ON MANASOTA KEY, ENGLEWOOD, FLORIDA
Bldgs. B7 & B8

Condo Book 2 P 20-15
A Republic of Manasota, Manoir
Sht. 8 of 12



NOTE: Assz. Roof Deck Hlgh Cig, Bal. Proj. & 2nd Fl. APTS. Only...

By: *W. J. ...*
Wh. Linda, P.L.S. #1500

Tamarind Gulf and Bay Condominium

ON MANASSOTA KEY, ENGLEWOOD, FLORIDA

Bldg. C1

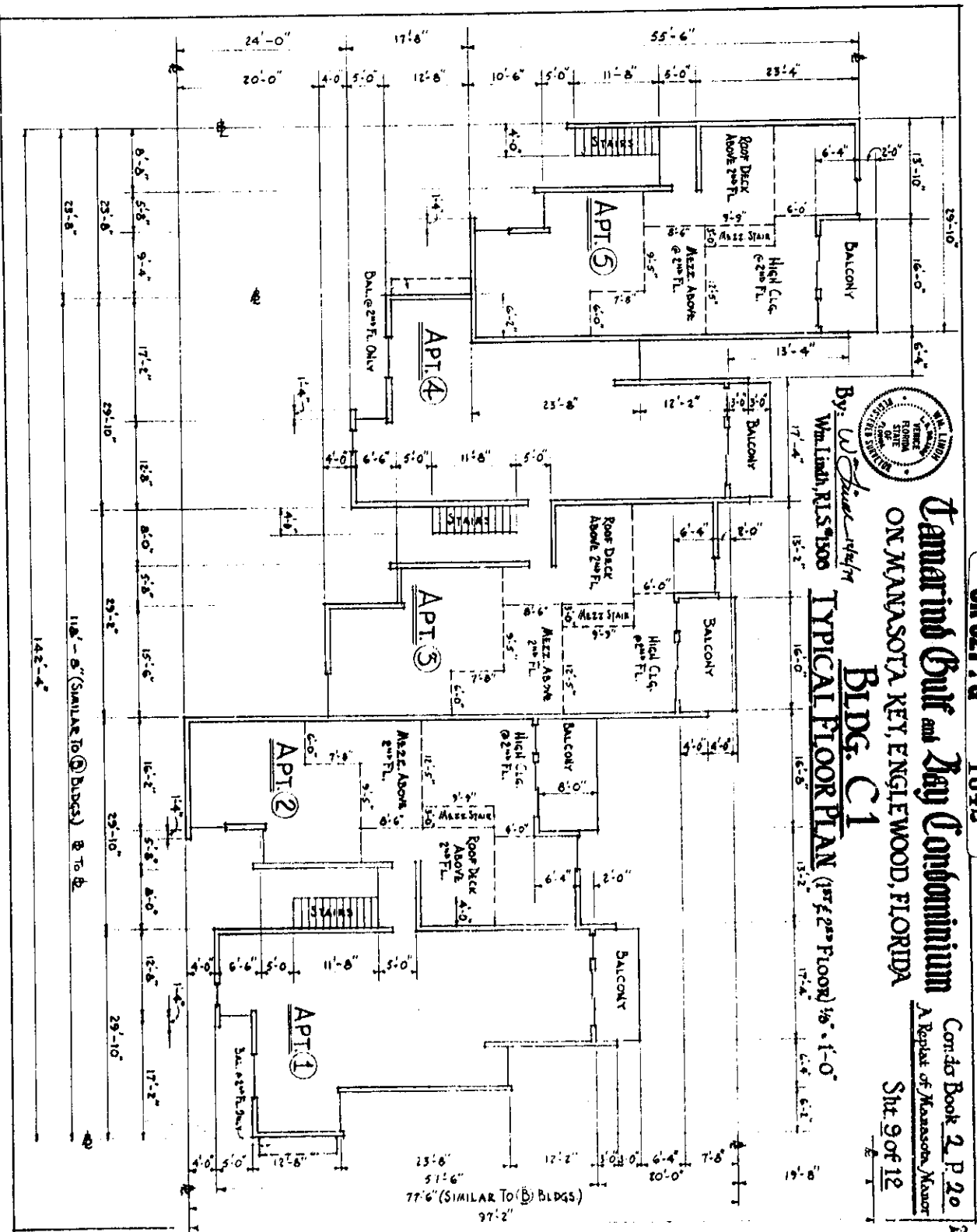
By: *W. Lindh RLS 1500*
Wh. Lindh RLS 1500

TYPICAL FLOOR PLAN (1ST & 2ND FLOOR) 1/8" = 1'-0"

Conds Book 2, P 20

A Register of Manassota Manor

Sh. 9 of 12

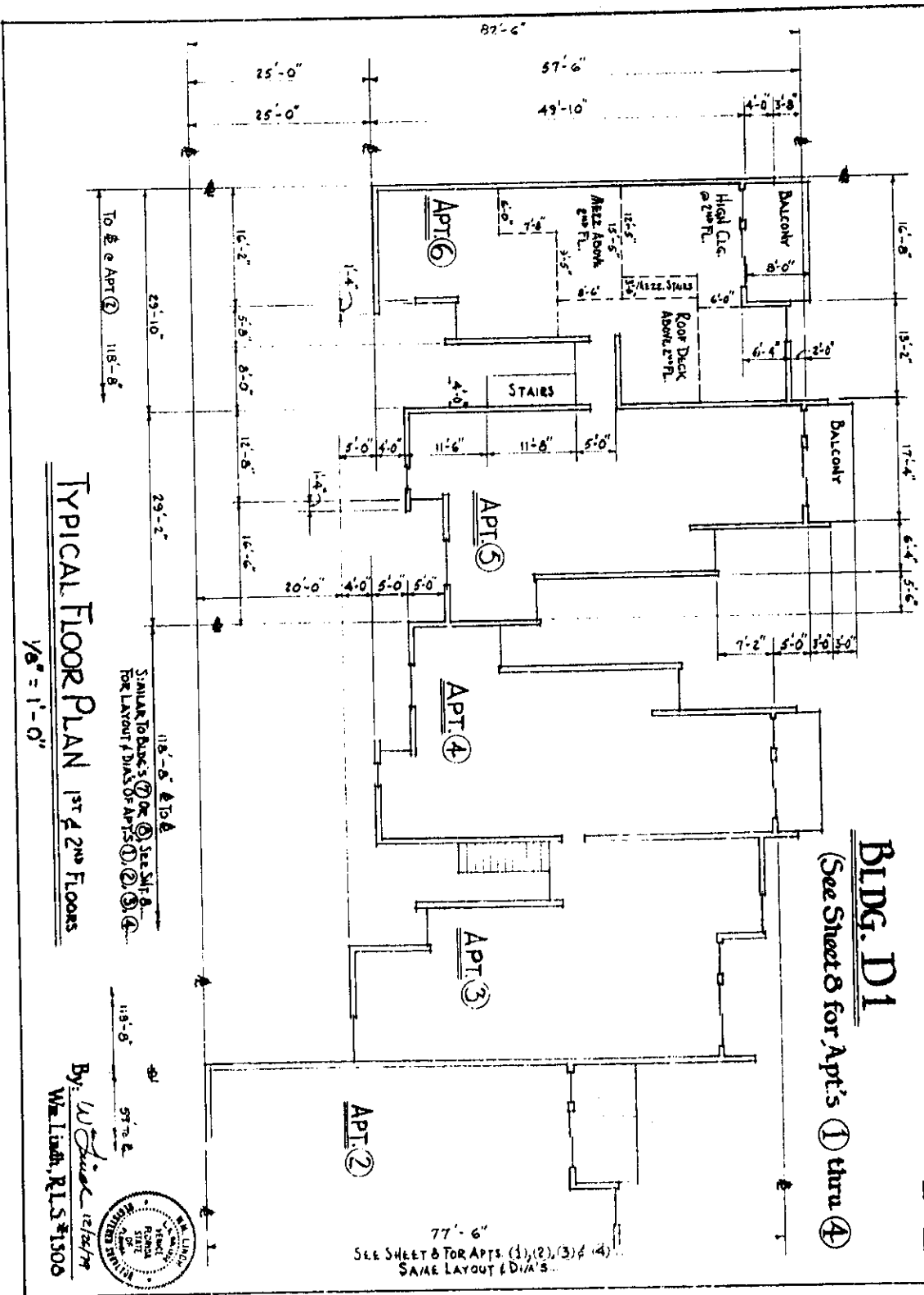


Tamarind Bult and Bay Condominium
 ON MANASOTA KEY, ENGLEWOOD, FLORIDA

Condo Book 2 P. 10
 A Report of Manasota Manor

Sheet 10 of 12

Bldg. D1
 (See Sheet 8 for Apts 1 thru 4)



TYPICAL FLOOR PLAN 1ST & 2ND FLOORS

1/8" = 1'-0"

118'-6" @ 10' @
 SIMILAR TO BASES 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

By: *W. Stueck* 12/24/79
 W.E. LINDA, P.L.S. #1506



086117RAW

SPOT EGYD GECT BOOK OR



By: *W. E. ...*
Wm. L. Smith, P.E. #1500

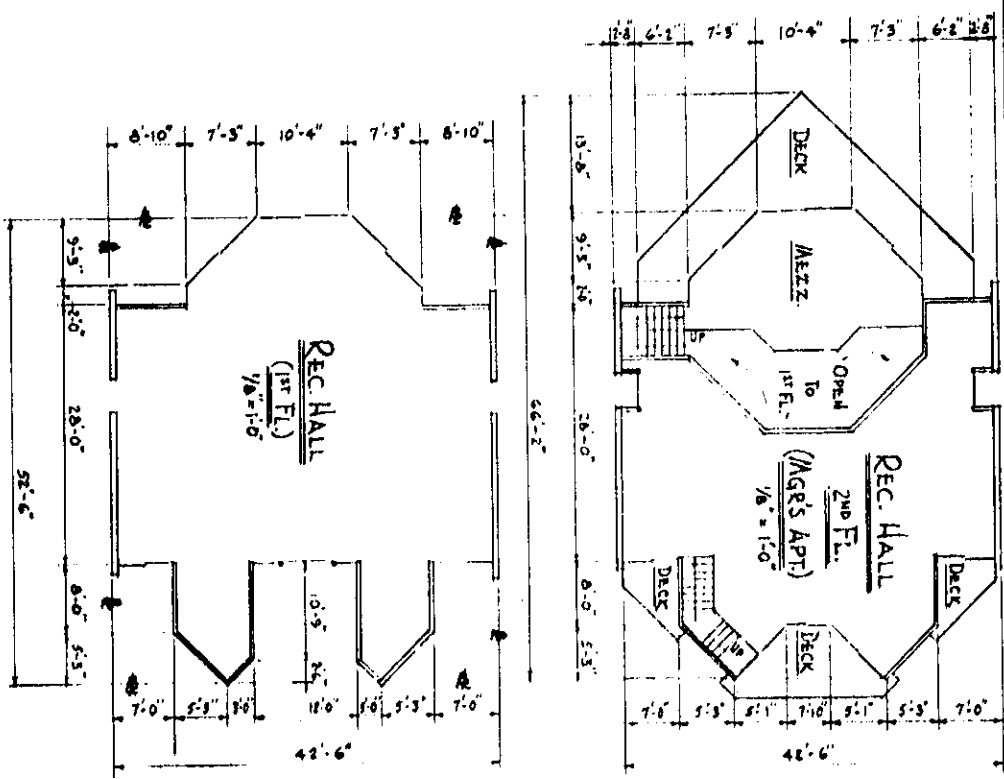
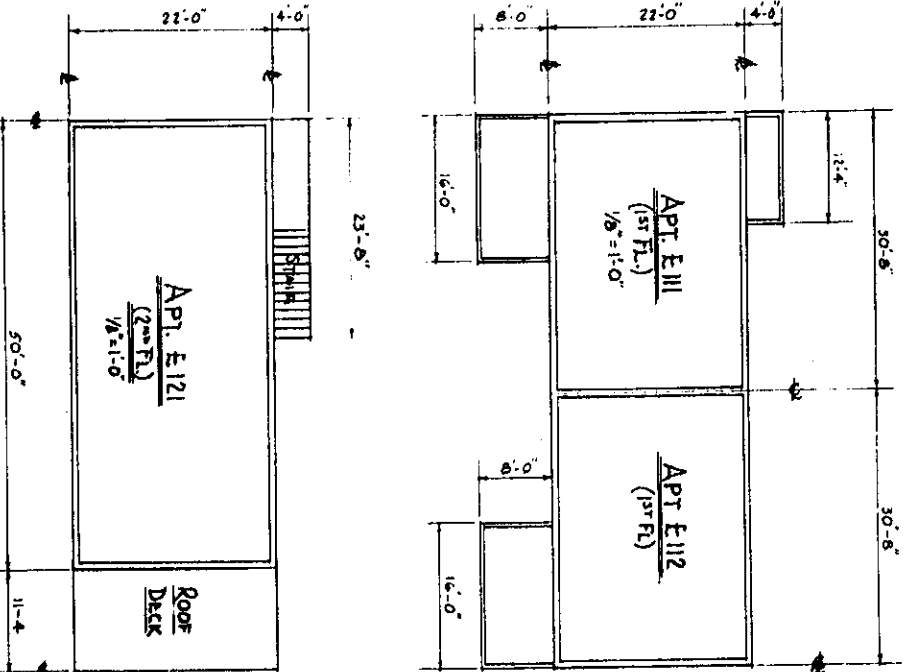
Tamarind Gulf and Jay Condominium

ON MANASOTA KEY, ENGLEWOOD, FLORIDA

Condo Book 2 P 30
A Republic of Manasota, Manasota
Site 11 of 12

OR 627 PG 1644

BIDG. E1 & REC HALL





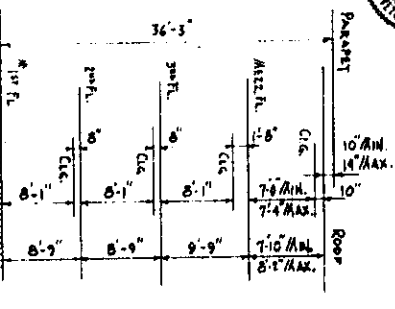
By: *William R. NIS*
 Wm. R. NIS #123456789

OR 627 PG 1645

Tamarind Gulf and Bay Condominium
 ON MANASOTA KEY, ENGLEWOOD, FLORIDA

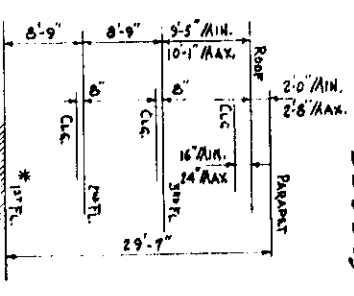
Condo Book 2 P. 22
 A Register of Manasota, Manasota
 Sit 12 of 12

TYPICAL ELEVATION SECTIONS

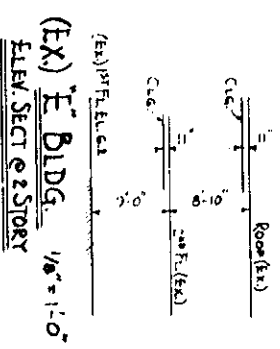


A Bldg. 1/8"=1'-0"
 ELEV. SECT. @ MEZZ. (4-STORY)

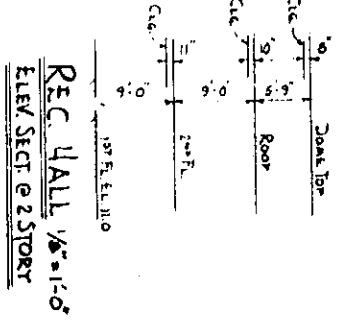
* 1st Fl. El. @ Bldg's A, A2, A3 = EL. 15.2
 * 1st Fl. El. @ Bldg's A4, A5 = EL. 11.0



A Bldg. 1/8"=1'-0"
 ELEV. SECT. @ TYP. 3-STORY



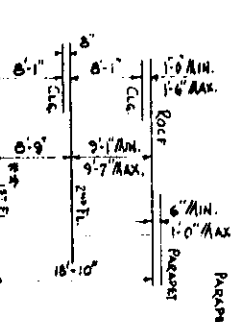
(EX) E Bldg. 1/8"=1'-0"
 ELEV. SECT. @ 2-STORY



REC. HALL 1/8"=1'-0"
 ELEV. SECT. @ 2-STORY

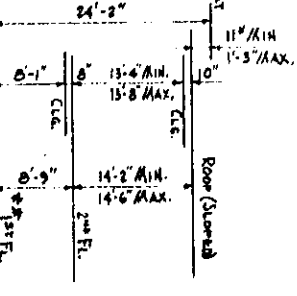
Bldg's B, C & D:

* 1st Fl. El.
 B3, B4, B5 = EL. 15.2
 B6, B7, B8, C1, D1 = EL. 11.0



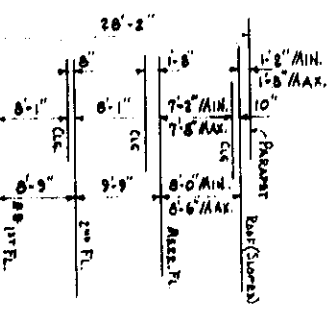
B, C, & D Bldg's 1/8"=1'-0"
 ELEV. SECT. @ 2-STORY

All Apts



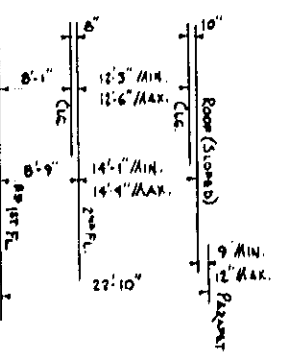
B, C, & D Bldg's 1/8"=1'-0"
 ELEV. SECT. @ LIV. RM.

Apt's ① & ④



B, C, & D Bldg's 1/8"=1'-0"
 ELEV. SECT. @ MEZZ.

Apt's ② & ⑤



B, C, & D Bldg's 1/8"=1'-0"
 ELEV. SECT. @ HIGH CIRC./B.R.

Apt's ① & ④

EXHIBIT II
ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF
TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC.
a Florida non-profit Corporation

THESE ARTICLES OF AMENDMENT are hereby made to the Articles of Incorporation of Tamarind Gulf & Bay Condominium Association, Inc., a Florida non-profit corporation, pursuant to Chapter 617 of the Florida Statutes, applicable provisions of the Declaration of Condominium for Tamarind Gulf & Bay Condominium, a Condominium, as originally recorded in O.R. Book 627 at Pages 1601 through 1667, inclusive, of the Public Records of Charlotte County, Florida, and the Articles of Incorporation for Tamarind Gulf & Bay Condominium Association, Inc., as follows:

1. The name of the corporation is TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation.

2. Article IX of the Articles of Incorporation of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC., as previously amended by Amendment to the Articles of Incorporation dated April 5, 1989, is hereby amended as follows (words deleted are lined through with hyphens and words added are underlined):

AMENDMENTS

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

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

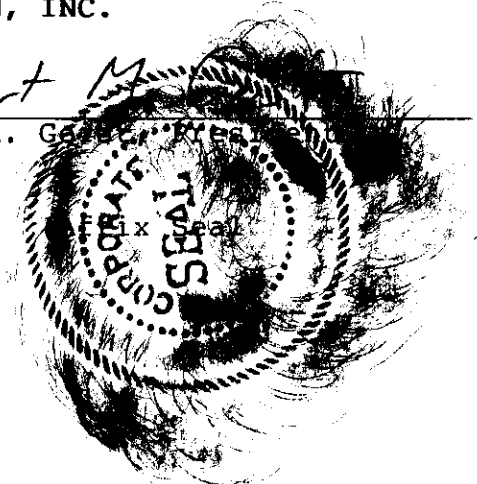
2. Adoption - A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be by two-thirds three-fourths 3/4 of the voting interest (one vote per unit) which are present and voting in person or by proxy at a duly called meeting to consider such amendments at which a quorum is present.

3. The Amendment to the Articles of Incorporation heretofore set forth was approved by a Resolution duly adopted by the Board of Directors of the corporation and by a vote of not less than two-thirds of the voting interests of the corporation at a duly noticed and called Meeting of Members held on the 18th day of April, 1994.

IN WITNESS WHEREOF, the foregoing Articles of Amendment to the Articles of Incorporation of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC. were duly and properly executed this 18th day of April, 1994.

TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC.

By: Robert M. Geist
Robert M. Geist, President



Attest:

By: Jess L. Butler
Jess L. Butler, Secretary

State of Florida
County of Charlotte

The foregoing Articles of Amendment were acknowledged before me this 18th day of April, 1994 by ROBERT M. GEIST and JESS L. BUTLER, the President and Secretary, respectively, of TAMARIND GULF & BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the said corporation. The officers are personally known to me or produced N/A as identification and did take an oath.

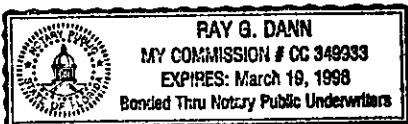
My commission expires:

Ray G. Dann
Notary Public

Printed name of Notary

Serial or Commission Number

(Seal)



ELW/Tamarind-A

OR BOOK 1339 PAGE 1049

State of Florida

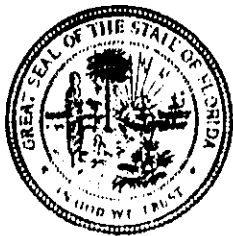


Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on February 12, 1980, as shown by the records of this office.

The charter number of this corporation is 749590.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 13th day of February, 1980.



George Firestone
Secretary of State

CER 101 Rev. 8-79

OR BOOK 1339 PAGE 1050

MAR 21 1980

FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF

FILED
FEB 12 2 29 PM '80

TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC.
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

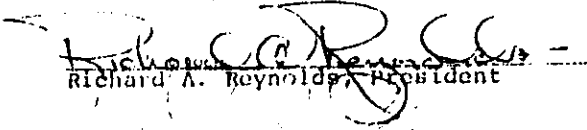
Amendment to Tamarind Gulf and Bay Condominium Association, Inc.,
a nonprofit corporation organized under the laws of the State of
Florida, filed on October 30, 1979, Charter Number 749590.

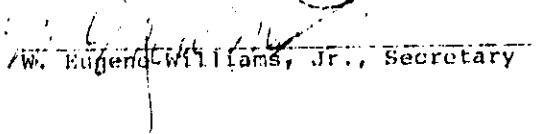
1. Article III (j) of the above Articles of Incorporation is
amended to read as follows:

j. The Association may enter into a contract with any
person, firm, or entity for the operation, maintenance,
or repair of the condominium property. However, any
such contract shall not be in conflict with the powers
and duties of the Association or the rights of unit
owners as provided in the Condominium Act and these
enabling documents.

2. The foregoing amendment was adopted by the members and
directors unanimously at a joint meeting at which all members and
directors were present and waived formal notice of the meeting.
The procedure for adopting said amendment set forth in the Bylaws and
in the Articles was followed and complied with.

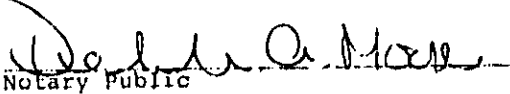
IN WITNESS WHEREOF the undersigned President and Secretary of
this corporation have executed these Articles of Amendment to the
Articles of Incorporation of Tamarind Gulf and Bay Condominium
Association, Inc. this 22 day of January, 1980.


Richard A. Reynolds, President


W. Eugene Williams, Jr., Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by Richard A.
Reynolds, President and W. Eugene Williams, Jr., Secretary, this
22 day of January, 1980.


Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1982
1000 N. BRADLEY BLVD. TAMPA, FLORIDA 33604

EXHIBIT II

OR 627 PG
1647

OR BOOK 1339 PAGE 1051

MAR 21 1980

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on October 30, 1979, as shown by the records of this office.

The charter number for this corporation is 749590.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
31st day of October, 1979.



OR 627 PG 1648

ARTICLES OF INCORPORATION
OF
TAMARIND GULF AND BAY CONDOMINIUM
ASSOCIATION, INC.
(a non-profit Florida corporation)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME AND DEFINITIONS

The name of the corporation shall be TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Florida Statute 718.111 for the operation of TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a phase development condominium, located in Charlotte County, on Manasota Key, Florida.

ARTICLE III

POWERS

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

1. General - The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles.
2. Enumeration - The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium and consolidate the operation of all phases as they may be added pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:
 - a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
 - b. To use the proceeds of assessments and charges in the exercise of its powers and duties.
 - c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired. To acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities, whether or not the lands or facilities are contiguous.

OR 627 PG 1649

OR BOOK 1339 PAGE 1053

MAR 21 1980

MAR 21 1980

OR 627 PG 1650

- d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.
 - e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
 - f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.
 - g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less than 75% of the votes of the units of the Association before they shall become effective.
 - h. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be approved by the Declaration of Condominium and the Bylaws.
 - i. To enforce by legal means, alone or by class action, the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.
 - j. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
 - k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.
 - l. To employ personnel to perform the services required for proper operation of the condominium and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the condominium.
3. Condominium property - All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.
 4. Distribution of Income - The Association shall make no distribution of income to its members, directors or officers.
 5. Limitation - The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV

MEMBERS

1. Membership - The members of the Association shall consist of all of the record owners of units in all phases of the condominium and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

Association shall be established by recording in the public records of Charlotte County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

3. Assignment - The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.
4. Voting - A member of the Association shall be entitled to at least one vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

DIRECTORS

1. Number and Qualification - The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the Association.
2. Duties and Powers - All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.
3. Election; removal - Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
4. First directors - The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

ROBERT STEPHEN c/o 825 So. Tamiami Trail Venice, Florida 33595	MARCEL DION c/o 825 So. Tamiami Trail Venice, Florida 33595
RICHARD REYNOLDS c/o 825 So. Tamiami Trail Venice, Florida 33595	GASTON LEBRUN c/o 825 So. Tamiami Trail Venice, Florida 33595
5. Term of first directors - Except as may be provided by Florida Statute 718.301, 1979 the first election of directors by members of the Association other than the developer of the condominium shall not be held until after the developer has closed the sales of all of the units of the condominium, or until the developer elects to terminate its control of the condominium, or until after _____, 19____ whichever occurs first. The directors named in these Articles shall serve until their successors are elected by the members other than the developer; and any vacancies in their number occurring before the time for the election of their successors by the members other than the developer, shall be filled by the remaining first directors, or if there are none, then by the developer.

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The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT: RICHARD REYNOLDS
c/o 825 So. Tamiami Trail
Venice, Florida 33595

VICE PRESIDENT: ROBERT STEPHEN
c/o 825 So. Tamiami Trail
Venice, Florida 33595

TREASURER: MARCEL DION
c/o 825 So. Tamiami Trail
Venice, Florida 33595

SECRETARY: W. EUGENE WILLIAMS, JR.
c/o 825 So. Tamiami Trail
Venice, Florida 33595

ARTICLE VII

INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE VIII

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE IX

AMENDMENTS

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

1. Notice - Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
2. Adoption - A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either;

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the Board of Directors and by not less than 75% of the votes of all the units of the Association; or

b. by not less than 80% of the votes of all the units of the Association.

3. Limitation - Provided, however, that no amendments shall make any changes in the qualification for membership nor in the voting rights or property rights of members, nor any change in paragraph numbered 3 to 5 of Article III, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

4. Recording - A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the public records of Charlotte County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

GASTON LEBRUN
c/o 825 So. Tamiami Trail
Venice, Florida 33595

W. EUGENE WILLIAMS, JR.
825 So. Tamiami Trail
Venice, Florida 33595

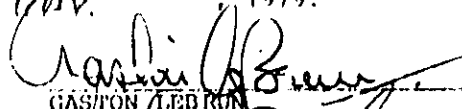
DEBORAH A. MOORE
c/o 825 So. Tamiami Trail
Venice, Florida 33595

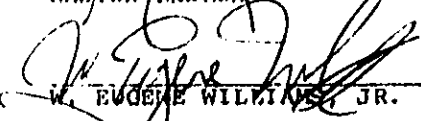
ARTICLE XII


DESIGNATION OF RESIDENT AGENT

The street address of the initial registered office of this corporation is 825 So. Tamiami Trail, Venice, Florida, 33595, and the name of the initial Registered Agent of this corporation at that address is: W. EUGENE WILLIAMS, JR.

IN WITNESS WHEREOF the subscribers have affixed their signatures this 17 day of Octbr. 1979.



GASTON LEBRUN


W. EUGENE WILLIAMS, JR.


DEBORAH A. MOORE

STATE OF FLORIDA

COUNTY OF SARASOTA

GASTON LEBRUN, W. EUGENE WILLIAMS, JR., and DEBORAH A. MOORE,

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before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purpose expressed in the Articles on this 17 day of October, 1979.

Walter L. Duggins
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires June 25, 1983
Bonded by American Fire & Casualty Company

ACCEPTANCE OF REGISTERED AGENT

The undersigned having been designated in these Articles of Incorporation as Resident Agent hereby accepts that role and agrees to serve in that role as prescribed by law.

W. Eugene Williams, Sr.

W. EUGENE WILLIAMS, SR
Attorney at Law
825 So. Tamiami Trail
Venice, Florida 33595

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EXHIBIT III

AMENDED AND RESTATED BYLAWS OF
TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC.

"A corporation not for profit under the laws
of the State of Florida."

ARTICLE I - IDENTIFICATION

1.1 Identity. These are the Amended and Restated Bylaws of TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., hereinafter called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name TAMARIND GULF AND BAY CONDOMINIUM, A Condominium, and is located upon lands as more particularly described in the Declaration of Condominium as recorded in the Public Records of Charlotte County, Florida. The Association shall also operate such real property as it shall own. These Amended and Restated Bylaws shall and do constitute a restatement of the Bylaws of Condominium Association of Tamarind Gulf and Bay Condominium, Inc., and all prior amendments which have been made thereto.

1.2 Office. The office of the Association will be located at the condominium, 2955 N. Beach Road, Englewood, Florida 34223.

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

1.4 Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Non-Profit Corporation" and the year of incorporation.

1.5 Definitions. These Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the definition and meaning as those set forth in the Declaration for the condominium unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE II - MEMBERS' MEETINGS

2.1 Annual Meeting. The annual meeting of the members shall be held within sixty (60) days of the end of the Association's fiscal year, each year at a time, date and place in Englewood, Florida, as a majority of the Board of Directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. The purpose of the meeting shall be, except as provided herein to the contrary, to announce the results of the election of Directors and to

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transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to unit owners in advance thereof.

2.2 Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-tenth of the votes of the entire membership.

2.3 Notice of Meetings. Written notice of meetings of the members, including annual meetings shall be given by the President, Vice-President or Secretary, and shall include the following information:

- a. Date and time of the meeting;
- b. Place where the meeting shall be held; and
- c. An agenda outlining business which will be considered at the meeting.

The written notice shall be mailed or given to each unit owner, unless the unit owner waives in writing the right to receive notice, at each owner's address as it appears on the books of the Association within the time periods required by the Florida Condominium Act as same now exist or as same shall exist on the date the notices are provided. In addition, the notice shall be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the meeting or within the time required by the then existing Florida Condominium Act. The Board, upon notice to the unit owners shall, from time to time, by duly adopted rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

An officer of the Association, or the manager or other person providing notice of a meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that the notice was mailed or hand delivered, in accordance with the foregoing requirements, to each unit owner or member of the Association at the address last furnished to the Association.

2.4 Quorum. A quorum at a meeting of the members shall be thirty-five percent (35%) of the voting interests of the Association. Except for elections of the Directors of the Association, and matters requiring a greater number of votes to pass, all decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present.

2.5 Voting. In any meeting of members the owners of units shall be entitled to cast one vote for each unit owned by the member,

unless the decision to be made is elsewhere required to be determined in another manner. If a unit is owned by one person, the right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President of the corporation and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose. Notwithstanding the foregoing, a unit owned by a husband and wife shall not be required to file such a certificate.

2.6 Proxies. Votes at a members meeting may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it. To be valid a proxy must be filed with the Secretary of the Association before the appointed time of the meeting, or any adjournment of the meeting. Holders of proxies need not be unit owners. Unit owners shall not vote by general proxies, but shall vote only by limited proxies substantially conforming to a limited proxy form adopted from time to time by the Division of Land Sales, Condominiums and Mobile Homes on the following matters:

- a. votes taken to waive or reduce reserves;
- b. votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes or its successor;
- c. votes taken to amend the declaration of condominium;
- d. votes taken to amend the articles of incorporation of the Association or these bylaws; and
- e. votes on any other matter for which Chapter 718 of the Florida Statutes requires or permits a vote of unit owners.

General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-

substantive changes to items for which a limited proxy is required and given. No proxy shall be used in the election of board members.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 Order of Business. The order of business at annual meetings of the members, and as far as practical at other meetings of the members, shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting, or waiver of notice.
- c. Approval of previous meeting minutes.
- d. Reports of committees.
- e. Reports of Officers.
- f. Appointment of inspectors of election.
- g. Election of Directors.
- h. Unfinished business.
- i. New business.
- j. Members' Discussion Time. Minimum of three (3) minutes, to be given for members to bring to general discussion any topic(s) the member desires to be discussed by the membership. The time allocation can not be decreased or eliminated.
- k. Adjournment.

2.9 Presiding Officer. The presiding officer of meetings of members will be the President of the Board of Directors if such an officer has been elected; and if none, the Vice-President shall preside. In the absence of the presiding officer, the members present shall designate one of their members to preside.

ARTICLE III - DIRECTORS AND DIRECTORS' MEETINGS

3.1 Number. The affairs of the Association shall be managed by the Board of seven (7) directors. The number of directors may be changed by an amendment to these bylaws, but shall never be less than three or more than seven. The members of the Board of Directors shall serve until the next annual meeting of the members and

subsequently until their successors are duly elected and qualified.

3.2 Election of Directors. The Board of Directors shall be elected by written ballot or voting machine in the following manner:

a. Not less than 60 days before a scheduled election the Association shall mail or deliver to each unit owner entitled to vote a first notice of the date of the election. The said notice may be by separate Association mailing or may be included in another Association mailing or in regularly published newsletters.

b. Any unit owner or other eligible person desiring to be a candidate for any vacancy on the Board of Directors shall give written notice of his or her candidacy to the Secretary of the Association not less than 40 days before a scheduled election.

c. Within five (5) days after the deadline for a candidate to provide notice of his or her intent to run, the Board of Directors shall call and hold a meeting of the directors. At this meeting, the Board shall accept additional nominations for directors. Any unit owner or other eligible person may nominate himself or herself or may nominate another unit owner or eligible person, with permission in writing to nominate the other person.

d. Not less than 30 days before the election meeting, the Association shall mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates.

e. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, and printed on one side only, in the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The information sheet must be furnished by the candidate not less than thirty-five (35) days before the election.

f. Voting procedures, including provisions for the secrecy of ballots shall be consistent with rules therefor adopted by the Florida Division of Land Sales, Condominiums and Mobile Homes.

g. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement for an election; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any unit owner violating the foregoing provisions may be fined by the Association as hereafter provided.

h. The regular election of directors to fill vacancies on the Board shall occur on the date of the annual meeting.

i. If a vacancy occurs on the Board of Directors prior to the expiration of a term, except in the case of a vacancy caused by recall, the vacancy or vacancies shall be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. Vacancies occurring on the Board of Directors as a result of recall shall be filled as follows:

(1) If less than a majority of the existing Board is recalled, the vacancy or vacancies created shall be filled by the affirmative vote of the majority of the remaining directors.

(2) If a majority or more of the existing Board is recalled, an election, which shall be conducted pursuant to applicable provisions of Chapter 718 of the Florida Statutes and Rules adopted by the Florida Division of Land Sales, Condominiums and Mobile Homes, shall be conducted at the recall meeting to fill the vacancies occurring as a result of the recall.

j. A Board member(s) appointed or elected to fill a vacancy or vacancies shall serve on the Board until the next regularly scheduled election for any position, regardless of whether the Board seat(s) to which the member(s) was appointed or elected is scheduled to be filled at that election.

k. Notwithstanding the foregoing provisions, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board.

3.3 Removal of Directors. Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. A Director may also be removed from office with or without cause by agreement in writing by a majority of all the voting interests as provided in Fla. Stat. § 718.112(k) (1993).

3.4 Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within 10 days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary. The purpose of the meeting shall be to elect officers and to appoint committee members.

3.5 Regular Meetings.

a. Regular meetings (all non-emergency meetings) of the Board of Directors and of any committee, as defined by the Florida Condominium Act, thereof at which a quorum of the members of that committee are present shall be open to all unit owners. Adequate notice of all such meetings, which notice shall state the date, time and place of the meeting and which shall also specifically incorporate an

identification of all agenda items, shall be given to each director or committee member personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting. In addition the said notice shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting.

b. Written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to each unit owner at the address last furnished to the Association and shall be posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the Secretary, other officer, or person responsible for the mailing of the notice and filed among the official records of the Association.

c. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of board meetings shall be posted.

d. Notices of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.

e. Any item not included on the notice of meeting may be taken upon on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board.

3.6 Emergency Meetings. Emergency meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than 24 hours notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

3.8 Quorum. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.

3.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Presiding Officer. The presiding officer of Directors' meetings shall be the President of the Board, if such an officer has been elected; and if none, the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11 Order of Business. The order of business at Directors' meetings shall be as indicated below. Failure to adhere to the order of business shall not effect the validity of any meeting or any business conducted.

- a. Call of Roll.
- b. Proof of due notice of meetings.
- c. Approval, correction or additions to any unapproved minutes.
- d. Reports of officers and committees.
- e. Unfinished Business.
- f. New business.
- g. Members' Discussion Time.
- h. Adjournment.

3.12 Directors' Fees. Directors' fees, if any, shall be determined by the Board of Directors of the Association.

3.13 Conference Call Meetings. During periods or times that a quorum or the Board of Directors cannot be physically assembled, and during such other times as the Board may consider appropriate, the Board may include absent Directors by telephone conference call (provided that an amplifier is used and all other requirements of law are met).

3.14 Open meetings. All meetings of the Board of Directors and any committee, as defined by the Florida Condominium Act, at which a quorum of the members of that committee are present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings only with reference to designated agenda items. The Board of Directors of the Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Unless otherwise approved by a majority of the Directors present at a meeting, each unit owner may speak on any designated agenda item one (1) time for a maximum of three (3) minutes.

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

3.16 Committees. The Board of Directors may appoint such committees as it deems appropriate to advise and assist it in the exercise of its powers and duties. Committee members shall serve at the pleasure of the Board of Directors.

ARTICLE IV - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the condominium and association property.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacements and operation of the condominium property.

d. The reconstruction of improvements after casualty and the further improvements of the property.

e. To make and amend regulations respecting the use of the property in the condominium.

f. To approve or disapprove proposed transactions in the manner provided by the Condominium Declaration.

g. To enforce by legal means the provisions of applicable laws, the condominium documents, Declaration of Condominium, the Bylaws of the Association, and the Regulations for the use of the property within the condominium.

h. To contract for management of the condominium and to delegate to such contractor such powers and duties of the Association except as are specifically required by the condominium documents or applicable laws to have approval of the Board of Directors or the membership of the Association.

i. To pay taxes and assessments which are liens against any part of the condominium other than individual units and appurtenances thereto, and to assess the same against the unit subject to such liens.

j. To carry insurance for the protection of unit owners and the Association against casualty and liabilities.

k. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.

l. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

m. To acquire and to enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners within the condominium.

n. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such property.

o. To purchase units in the condominium subject to any restrictions as set forth within the Declaration of Condominium and to acquire and hold, lease, mortgage and convey same.

p. To maintain a class action on behalf of the Association and to settle a cause of action on behalf of the unit owners with reference to matters of common interest.

ARTICLE V - OFFICERS

5.1 Executive Officers. The executive officers of the Association shall be a President who shall be a Director, a Vice President who shall be a director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except no one person may be both the President and Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties usually vested in the office of President of an Association including, but not limited to, the power to appoint committees from among the members from time to time, as may be determined appropriate, to assist in the conduct of the affairs of the Association.

5.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President and shall also assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice-President of an Association and as may be required by the Directors or the President.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members and shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law. The Secretary shall have custody of the seal of the corporation and affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the secretary in the absence or disability of the Secretary.

5.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

5.7 Compensation. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by members shall not preclude the Board from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

5.8 Indemnification of Directors and Officers. Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, at the time such expenses were incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her required duties. In the event of a settlement the indemnification herein shall apply only when the Board of Directors shall approve such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VI - FISCAL MANAGEMENT

6.1 Proviso. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the provisions in this section.

6.2 Assessment Record. The assessment record shall be maintained reflecting an account for all units. Such a record shall designate the name of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due upon assessments. The assessment record may be kept in one or more books of account and the said information may be included for more than one (1) unit on each page of the record.

6.3 Budget. The Board of Directors shall adopt a detailed budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand, if any. Copies of the budget and proposed assessments shall be transmitted to each unit owner not less than 14 days prior to the meeting at which the budget will be considered together with notice of that meeting. Such notice shall include the date, time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to unit owners. If the budget is substantially amended before the assessments are made a copy of the amended budget shall be furnished. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00, unless the members of the Association have, by vote of a majority of the members present at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or less adequate reserves than required hereby or by the requirements set forth in Fla. Stat. § 718.112(2)(f)2. The board of directors of the Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance.

6.4 Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. The interest earned on the reserve funds may be allocated to other reserve items and not limited to proportionate allocation among all reserve items.

6.5 The Depository. The depository of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the funds for the Association shall be deposited. Withdrawal of funds from such accounts shall be only by checks or transfer signed by such persons as are authorized by the Directors.

6.6 Financial Reports. The Association shall, not later than 60 days after the end of each fiscal year, provide to the owners of each unit in each condominium operated by the Association a summary of the receipts and expenditures of Association funds, for the prior fiscal year, consistent with the requirements of any applicable law including Fla. Stat. § 718.111(13) and (14). Further, all official records of the Association as defined in Fla. Stat. § 718.111(12) (1993) shall be available to lenders of unit owners, and to holders, insurers or guarantors of any first mortgages of a unit. Holders of first mortgages encumbering condominium units are entitled, upon written request to a financial statement for the immediately preceding fiscal year. Any requirement herein contained or contained in any applicable law or regulation to have the financial statements compiled, reviewed, or audited may be waived when a majority of the voting interests of the Association have determined for a fiscal year to so waive this requirement.

6.7 Commingling. All funds of the Association shall be maintained separately in the Association's name. Reserve and operating funds of the association may be commingled for purposes of investment, but separate ledgers must be maintained for each account.

6.8 Bonds. The Association shall provide for the Fidelity bonding of all Directors, officers and all persons who control or disburse Association funds. The principal sum of the bond for each such officer, Director, or other person shall not be less than the amount which is required by applicable provisions of the Florida Condominium Act or amount equal to unit owners' equity as reflected from time to time on the financial records of the Association, whichever amount is greater.

ARTICLE VII - PARLIAMENTARY RULES

7.1 Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

ARTICLE VIII - FINES

8.1 Fines. The Board of Directors of the Association may levy reasonable fines against a unit (unit owner, occupant, lessee, licensee or invitee) for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration of condominium, these bylaws, or reasonable rules of the

Association. Any fine which may be levied shall not exceed the maximum amount authorized by the Florida Condominium Act. Such fines will commence only after written notification of such offenses is delivered to the unit owner, or the unit occupant, licensee or invitee and after an opportunity for a hearing has been given. The party against whom a fine is sought to be levied shall be afforded an opportunity for a hearing, which hearing time and place shall be set by the Board of Directors of the Association after reasonable notice of not less than fourteen (14) days. The hearing must be held before a committee of three (3) unit owners. Members of said committee shall be appointed periodically by the Board of Directors and may include any member of the Association except directors. Members of this committee shall serve at the pleasure of the Board of Directors. If the committee does not agree with the fine, the fine may not be levied. The written notification of the hearing shall include:

a. A statement of the date, time, and place of the hearing;

b. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and

c. A short and plain statement of the matters asserted by the Association.

The party against whom a fine may be levied shall have the opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond, present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

If a fine is levied against a unit as provided hereunder and the unit owner fails to pay the fine, the Association can bring an action against the unit owner in the proper court for damages in the amount of the fine. The prevailing party in such an action shall be entitled to recover its costs and expenses, including reasonable attorneys' fees to be determined by the court, including appellate proceedings.

Nothing herein shall be construed as a prohibition or limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association documents, including but not limited to legal action for damages or injunctive relief.

8.2 Administrative Late Fee. An administrative late fee may be assessed at the discretion of the Board of Directors against a unit owner delinquent in the payment of assessments. The amount of the administrative late fee may not exceed the greater of \$25.00 or 5%

of each installment of the assessment for each delinquent installment that the payment is late.

ARTICLE IX - AMENDMENTS

9.1 Amendments. Amendments to the Bylaws shall be proposed in the following manner.

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

b. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

c. A resolution adopting a proposed amendment must receive approval of three-fourths (3/4ths) vote of all voting interests of the Association present and voting in person or by proxy at a duly called meeting at which a quorum is present.

d. When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to these Bylaws; such certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Charlotte County, Florida.

e. These Bylaws shall be amended, if necessary, so as to make them consistent with the provisions of the Declaration of Condominium.

ARTICLE X - ARBITRATION OF INTERNAL DISPUTES

10.1 Mandatory Non-Binding Arbitration. Parties to disputes as defined in Fla. Stat. § 718.1255(1) (1993) shall submit to non-binding arbitration of such disputes pursuant to the provisions of Fla. Stat. § 718.1255(4) (1993).

THE FOREGOING were adopted as the Bylaws of a corporation not for profit, under the Laws of the State of Florida, at the special meeting of the members of the corporation held on April 18, 1994.

TAMARIND GULF AND BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

By: Robert M Geist
Robert M. Geist, President

Attested:

By: Jess L. Butler
Jess L. Butler, Secretary



ELW/Tamarind-b