

This Instrument prepared by and return to:
✓ Chad M. McClenathen, Esq.
783 S. Orange Ave., Suite 210
Sarasota, FL 34236

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KAREN E. RUSHING
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SARASOTA COUNTY, FL



**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF ISLAND PARK, A CONDOMINIUM**

WHEREAS, the original Declaration of Condominium of Island Park, a Condominium, was recorded in Official Records Instrument # 200512649, 66 Pages of the Public Records of Sarasota County, Florida, and

WHEREAS, said Declaration of Condominium was amended to submit Phase II to the Condominium in Official Records Instrument # 2006006522, 3 Pages of the Public Records of Sarasota County, Florida, and

WHEREAS, the entire membership of the Board of Directors of the Association approved the amendments, and this Amended and Restated Declaration of Condominium, at a duly noticed and convened Board meeting, and

WHEREAS, this Amended and Restated Declaration of Condominium, including a number of new amendments, was approved by not less than seventy-five percent (75%) of the voting interests of the entire membership of the Association at a duly noticed and convened membership meeting held on July 14, 2021 and adjourned and reconvened on July 28, 2021.

NOW THEREFORE, Island Park Condominium Owners Association, Inc. does hereby amend and restate the Declaration of Condominium of Island Park, a Condominium for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the Condominium property and binding on all existing and future owners, and all others having an interest in the Condominium lands or occupying or using the Condominium property.

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**ARTICLE I
THE CONDOMINIUM ACT**

1.1 The provisions of chapter 718 of the Florida Statutes (2020), (hereinafter referred to as the "Condominium Act") are incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. Further, where the Condominium Act is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute, this Declaration shall prevail.

**ARTICLE II
PURPOSE**

2.1 Purpose. The purpose of this Declaration is to submit the lands described in Article III and the improvements constructed thereon to the condominium form of ownership and use in the manner provided in the Condominium Act.

**ARTICLE III
IDENTIFICATION, NAME, AND LOCATION**

3.1 Name and Address. The name and location by which this condominium is to be identified is Island Park, A Condominium, 950 Cooper Street, Venice, Florida 34285.

3.2 The Land. The lands submitted to the condominium form of ownership by the original Declaration and the First Amendment thereto, and resubmitted herein, are the lands comprising Phases I and II as described in the Island Park Condominiums survey and plat as recorded in Condominium Book 38, Pages 2, 2A, 2B, and 2C, as amended in Official Records Instrument # 2006034064, 4 Pages, Official Records Instrument # 2006068792, 5 Pages, and Official Records Instrument # 2006088679, 5 Pages, of the Public Records of Sarasota County, Florida, copies of which are attached as Exhibit A (Condominium Survey).

ARTICLE IV DEFINITIONS

The terms used in this Declaration of Condominium and its exhibits shall be defined and construed in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

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

4.2 "Association" means Island Park Condominium Owners Association, Inc., a non-for-profit corporation, and its successors and assigns, which is and shall be the legal entity responsible for the operation of this Condominium.

4.3 "Association Property" means property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its Members.

4.4 "Board" or "Board of Directors" means the Board of Directors of the Association.

4.5 "Common Elements" means the portions of the Condominium Property not included in the Units, as herein defined.

4.6 "Common Expenses" means all expenses which are properly incurred by the Association for the Condominium including but not limited to

(a) expenses of administration, expenses of maintenance operation, repair or replacement of the Common Elements, and of the portions of Units to be maintained by the Association:

(b) property and liability insurance as provided herein.

(c) Costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses.

(d) Costs of water, operation and maintenance of sewage facilities, electricity and other utilities which are not metered to the individual Units.

(e) Labor, materials, and supplies used in conjunction with the Common Elements.

(f) Damages to the Condominium Property in excess of insurance coverage, provided however, nothing herein shall obligate the Association for repairs, or costs thereof, that are an Owner responsibility as may be specifically provided in this Declaration

(g) Salary of a property manager and expenses duly incurred in the management of the Condominium Property.

(h) All other costs and expenses that may be duly incurred by the Association through its Board from time to time, in operating, protecting, managing, and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, or the Condominium Documents.

(i) Expenses declared Common Expense by provisions of the Condominium Documents.

(j) Any valid charge against the Condominium Property as a whole.

4.7 "Common Surplus" means the excess of all receipts, including but not limited to Assessments, and revenues over the amount of the Common Expenses.

4.8 "Condominium" means that form of ownership of Condominium Property under which Units are subject to ownership by one or more owners, and appurtenant to each Units as part thereof is an undivided share in the Common Elements.

4.9 "Condominium Documents" means this Declaration, and attached exhibits, as amended from time to time.

4.10 "Condominium Parcel" means Unit together with the undivided share in the Common Elements which is appurtenant to the Unit and all other appurtenances thereto.

4.11 "Condominium Property" means and includes the lands that are subjected to the Condominium ownership, whether or not contiguous, together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.12 "Condominium Unit" or "Unit" means that property which is subject to private ownership as defined in the Condominium Act, as further and specifically described in this Declaration and as designated on Exhibits attached hereto and made a part hereof.

4.13 "Declaration of Condominium" means this instrument by which the Condominium is created, as it may be amended from time to time. Throughout this instrument, the "Declaration of Condominium" shall be called the "Declaration."

4.14 "Developer" means the party who created the Condominium.

4.15 "Institutional Mortgagee" means national or state banks, national or state savings and loan associations, insurance companies, FHA approved mortgage lenders and mortgage bankers.

4.16 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units. Reference herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit, or it is otherwise expressly provided.

4.17 "Member" or "Member of Association" means and refers to any person who is a Unit Owner.

4.18 "Rules and Regulations" means those Rules and Regulations promulgated by the Board governing the use of the Units, Common Elements, and the operation of the Association.

4.19 "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than three persons living together who may or may not be interrelated.

4.20 "Surface Water Management System" shall mean that portion of the Condominium Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including but not by way of limitation, that portion of the Condominium Property subject to the jurisdiction of the Southwest Florida Water Management District ("SWFWMD") and the Sarasota County Natural Sciences Division.

4.21 "Unit Owner" or "Owner of Unit" means the owner in fee simple of a Condominium Parcel or Unit.

4.22 "Voting Interest" means the vote each Member is entitled to cast, which is one (1) vote for each Unit owned by them. The total number of Voting Interests is equal to the total number of Units (48), subject to reduction for suspensions as provided in the Bylaws.

ARTICLE V DESCRIPTION OF CONDOMINIUM

The description of the Condominium is as follows:

5.1 Survey, Graphic Descriptions and Floor Plans. The Condominium Survey shows all existing easements together with a graphic description of the buildings and improvements in which Units are located. Floor plans are attached as Exhibit "B". Exhibits A and B together with this Declaration are in sufficient detail to identify the Units, Common Elements and Limited Common Elements of the Condominium Property, including any and all future locations and dimensions, which together constitute this Condominium.

5.2 Units and Buildings. The Condominium consists of four (4) Buildings, each Building with twelve (12) Units for a total of forty-eight (48) Units.

5.3 Undivided Share 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 one forty-eighth (1/48) share in the Common Elements, which undivided share is further described in Article VII of this Declaration.

(b) The Common Expenses shall be apportioned between and paid by the Unit Owners and the Unit Owners shall share in the Common Surplus in equal one forty-eighth (1/48) shares as further described in Article VII.

5.4 Unit Boundaries. Each Unit shall consist of that part of the improvements containing the Unit that lies within the boundaries of the Unit, which are as follows:

(a) Each Unit shall consist of that area and volume of space enclosed by and contained within the unfinished upper boundaries, lower boundaries, and perimetrical boundaries as defined below:

(1) Upper boundaries: The upper boundaries shall be the unfinished surface (horizontal plane) of the ceiling of the Unit.

(2) Lower boundaries: The lower boundaries shall be the unfinished surface (horizontal plane) of the floor of the Unit.

(3) Perimetrical boundaries: The perimetrical boundaries shall be the unfinished inner surfaces of the perimeter walls of the Unit.

(b) Interior Dividing Wall: The Unit shall include interior dividing walls and partitions including the space occupied by such interior walls or partitions and lanais excepting load bearing interior walls.

(c) Exterior Perimeter Walls/Load Bearing Walls: The owner of each Unit shall not be deemed to own the unfinished surfaces of the exterior perimeter walls or the undecorated and/or unfinished surfaces of the interior load bearing walls. The Unit Owner shall be deemed to own all wallpaper, paint, plaster, carpeting and other finishing materials affixed or installed as a part of the physical structure of the Unit.

(d) Floors and Ceilings: The Unit Owners shall not be deemed to own the unfinished and/or undecorated surfaces of the perimeter floors and ceilings surrounding the Unit. The Unit Owner shall be deemed to own all tile, carpeting and floor coverings, as well as paint and plaster ceiling surfaces which shall be installed as a part of the physical structure of the Unit.

(e) Utility Equipment and Conduits: The Unit Owner shall be deemed to own the pipes, wires, conduits, air passageways, ducts or other utility lines located within the Unit boundaries, as above described, and which service the Unit only. However, the Unit Owner shall not be deemed to own pipes, wires, conduits, air passageways, ducts or other utility lines running through or adjacent to the Unit which are utilized for or serve more than one Unit or the common areas, which items shall be made a part of the Common Elements.

(f) Air Conditioning/Heating: Any air conditioning/heating equipment which services only a single Unit shall be considered part of said Unit and not a Common Element.

(g) Windows and Doors: All windows and doors servicing a Unit shall be a part of the Unit. All glass, screen and screening shall be a part of the Unit.

5.5 Common Elements. The Common Elements shall include the following:

(a) The land on which the improvements are located, and all other lands included in the Condominium Property, whether or not contiguous.

(b) All parts of the Condominium buildings and improvements which are not included within the Units, as "Units" are herein defined.

Building. (c) An easement of support in every portion of a Unit which contributes to the support of a

Elements. (d) Installations for the furnishings of utility services to more than one Unit or to the Common

(e) Elevators and elevator shafts and stairwells, if applicable.

(f) All walkways, roadways and sidewalks being a part of the Condominium Property.

(g) The Surface Water Management System.

(h) All parking spaces and driveways, subject to the rights of Unit Owners to whom an assignment of right to use a Limited Common Element has been made in accordance with the terms of Paragraph 5.6(a) below.

(i) All lighting fixtures utilized to illuminate the Common Elements.

(j) All lawns, trees, and landscaping.

(k) All exterior railings and exterior stairways.

(l) All electrical and mechanical rooms and trash chutes.

(m) The Clubhouse, and the contents thereof, and the pool.

5.6 Limited Common Elements.

(a) **Parking Spaces.** Certain parking spaces were assigned by Developer as Limited Common Elements appurtenant to the Unit to which assigned. Any parking spaces not specifically assigned by Developer shall be Common Elements.

(b) **Lanais.** The lanais accessed through a Unit and serving exclusively a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for regular cleaning and maintenance, excluding the painting of the wall, ceiling, and floor surfaces of the lanai. No floor service or covering may be installed on a lanai without the prior written approval of the Board. The maintenance, repair and replacement of any approved floor surface or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair, and replacement of screening, sliding glass doors and tracks, assemblies and framing thereof shall also be the responsibility of the Owner.

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

(d) The Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of other Units and shall pass with a Unit as an appurtenance thereto with the exclusive right to use the Limited Common Elements so appurtenant.

ARTICLE VI EASEMENTS

The following easements are expressly provided for and granted or reserved in favor of the Association, the Unit Owners, and all mortgagees and occupants of the Units in this Condominium, and their successors, assigns, guests, invitees, or other authorized occupants or visitors.

6.1 Utilities. Perpetual, non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services which may be provided by any utility company to provide services to the Condominium. This grant of easement includes the right to install and maintain all necessary equipment upon the Condominium Property and to enter upon the Condominium Property to service same. In the event that any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

6.2 Encroachments. In the event that any Unit or Limited Common Element shall encroach upon any of the Common Elements of the Condominium or upon any other Unit, for any reason except the intentional or negligent act of another Unit Owner, then an easement shall exist to the extent of such encroachment for so long as the same shall exist.

6.3 Traffic. A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, parking areas, elevators, recreation area facilities and other portions of the Common Elements as may from time to time be necessary and intended for such purpose and use for the purpose of going from one portion of the Condominium to another, and for vehicular traffic as may be necessary for the Unit Owners, guests and invitees; provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit.

6.4 Maintenance. Perpetual, non-exclusive easements are reserved throughout the Common and Limited Common Elements of the Condominium for maintenance purposes in order to adequately maintain all such areas.

6.5 Roads. All Unit Owners and occupants of any Unit, their guests and invitees shall have an easement over any private roads constructed on the Condominium.

ARTICLE VII OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES AND VOTING RIGHTS

7.1 Ownership of Common Elements and Common Surplus. Each Unit shall have and own an undivided one forty-eighth (1/48) percentage interest in the Common Elements and Common Surplus.

The Developer did not consider the size of the Unit in apportioning the Common Expenses and in determining the ownership of the Common Elements and Common Surplus.

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

7.2 Share of Common Expenses. Each Unit Owner shall be responsible for the payment of an equal one forty-eighth (1/48) share of the Common Expenses.

7.3 Voting Rights. Subject to the provisions of the Bylaws, a Unit Owner is entitled to one vote for each Unit owned.

7.4 Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or unencumbered except together with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall be permitted.

**ARTICLE VIII
MAINTENANCE, ALTERATION, AND IMPROVEMENTS**

Responsibility for the maintenance of the Condominium Property and restrictions upon alterations and improvements shall be as follows:

8.1 Maintenance of the Common Elements and Limited Common Elements.

(a) By the Association: The maintenance and operation of the Common Elements, including the Surface Water Management System as more specifically described below, and the Limited Common Elements, except Limited Common Elements to be maintained by the Unit Owner as otherwise provided for in this Declaration, shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses.

(b) Surface Water Management System. The Surface Water Management System for the Condominium Property shall be installed, operated, and maintained by the Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the Surface Water Management System shall not be adversely interfered with, changed, or altered except pursuant to permits or approvals issued by the controlling governmental authority. The maintenance and operation of the Surface Water Management System, including, but not limited to, all lake banks, swales, ditches, retention, and detention ponds within the Condominium Property, wherever located, shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses. If the Surface Water Management System, or related facilities, are not adequately maintained in accordance with Sarasota County and/or SWFWMD standards, or if the Association should fail to exist, Sarasota County and/or SWFWMD shall have the right, but not the obligation, to go onto the property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. Sarasota County and/or SWFWMD shall have the right to recover all expenses of such operation, maintenance, and repair by imposing and enforcing Assessments, including the right to impose liens, as set forth in these restrictions.

8.2 Maintenance of Units.

(a) Maintenance by the Association. The Association shall maintain, repair, and replace at the Association's expense the following:

(1) Any and all load-bearing columns and load-bearing walls which shall contribute to support of more than one Unit, except the interior finish and surfaces of such columns and walls.

(2) All conduits, ducts, plumbing (except plumbing lines within the Common Elements but which serve a single Unit), wiring and other facilities for the furnishing of the utility services contained in the portions of a Unit maintained by the Association and all such facilities contained within a Unit that services part or parts of the Condominium other than the Unit within which it is contained.

(3) The exterior doors and exterior door frames and exterior windows and exterior window frames of a Unit shall be maintained and repaired as a Common Expense but the cost of replacing the windows, including frames, casings, and all parts thereof, in a Unit shall be invoiced to the Unit Owner for payment based on the actual expense incurred in replacing the windows. The provisions of Section 8.5 hereof shall apply to the collection of such costs and expenses.

(4) The exterior painting of a Unit.

(5) Fire alarms and sprinkler systems providing protection to a building, no matter where located, if part of the systems approved by the Board from time to time, including but not limited to any systems required by governmental authority.

(b) Maintenance by the Unit Owner. The responsibility of a Unit Owner shall be as follows:

(1) To maintain, repair and replace at its sole expense all portions of the Unit, except the portions to be maintained, repair or replaced by the Association, and including but not limited to all window glass, screens and screening, electric panels, electric wiring, electric outlets and fixtures, door bells and door

knockers, smoke detectors, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing (including plumbing lines within the Common Elements that serve his Unit only), fixtures and connections within the Unit, interior surfaces of all walls, including drywall and plaster, floors, and ceilings and all other portions of his Unit or Limited Common Element located within the exterior boundary walls surrounding his cubical or space except the portions specifically to be maintained, repaired and replaced by the Association as set forth in Section 8.2(a) above.

(2) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

8.3 Prevention Measures. In an effort to prevent the accumulation of excess moisture, mold, water leaks, and resulting damage, and to minimize the risk of fire damage, Unit Owner responsibilities include the following:

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

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

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

(d) To replace the smoke detectors before the expiration of their useful life, but in any event within every ten years.

(e) No connection or attachment of any fixtures, apparatus, equipment, pipes or appliances (which shall include, but not be limited to, hot water heaters, washing machines, toilets, sinks, dishwashers, refrigerators, and similar items) to any Common Element plumbing, water or sewer lines except by flexible, braided, metal hose, the specifications of which shall be promulgated by the Board from time to time.

8.4 Incidental Unit Damages. All incidental damage caused to a Unit by any work performed by the Association shall be repaired promptly at the expense of the Association in order to return the Unit to its condition at the time of its original construction except the Association shall not be responsible for the damage to any alteration or addition to the Unit, Common Elements or Limited Common Elements made by a Unit Owner or a predecessor in title.

8.5 Elective Maintenance. Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board, may assume some of the maintenance responsibilities of the Unit Owners for portions of the Units or Limited Common Elements provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the Unit Owner. The resolution shall be included as part of the Association records. Expenses incurred by the Association in performing these assumed maintenance duties shall be either a Common Expense or may be invoiced to the Unit Owner for payment. If the Board determines that the Unit Owner shall pay the expense, the Association shall charge the expenses so incurred to the applicable Unit Owner(s), and if not paid in full within thirty days of written demand, interest shall accrue at the rate of 18% per annum, and the Association shall have the right and authority to pursue collection by any method permissible under Florida law, including without limitation, any or all of the following methods: (1) demand and collect payment from a tenant in the Unit pursuant to Section 718.116(11), Florida Statutes; (2) suspend the right of the Unit Owner, or guests, tenants occupants, licensees and invitees, to use recreational facilities pursuant to Section 718.303(4), Florida Statutes; (3) suspend the voting rights of the Unit Owner pursuant to Section 718.303(5), Florida Statutes; (4) file a lawsuit against the Unit Owner in an attempt to obtain a money judgment; or (5) record a Claim of Lien against the Unit in the Sarasota County Public Records to secure the amount due, interest, prevailing party attorney fees and costs, and foreclose the Claim of Lien in the same manner as a real estate mortgage under Florida law. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board.

8.6 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority after an emergency is declared for Florida and/or Sarasota County due to a hurricane, pandemic, or other event, and also in the event of a casualty event at the Condominium, including but not limited to, a water leak in a building:

(a) To declare any portion of the Condominium Property or Association Property unavailable for occupation by occupants after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, Unit Owners, tenants, or guests, and must be supported by a written statement from a governmental official, engineer, architect, or other expert in the field as soon as reasonably practicable after the casualty.

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

(c) To contract on behalf of Unit Owners with said Owners responsible to reimburse the Association for items for which the Unit Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units.

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

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

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

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

(h) Notwithstanding anything in this Section 8.6 or Section 718.1265, Florida Statutes to the contrary, the right of the Association to declare Units unavailable for occupancy or use, and the right to enter a Unit and perform mitigation work, shall not apply to emergencies based on a pandemic, the intent being to prohibit the Association from entering a Unit and sanitizing the Unit or its contents and to prohibit the Association from attempting to prohibit Unit use during a pandemic.

8.7 Access to Units. The Association has the irrevocable right of access to any Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association, or at any time as necessary to prevent damage to the Common Elements or Unit(s). The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

8.8 Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter the Unit or must engage a licensed pest control company to enter the Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is

part of the Common Expenses, the election of a Unit Owner not to use such service shall not reduce the Owner's Assessments.

8.9 Failure to Repair. In the event that a Unit Owner shall fail to timely make any repair required to be made by the Unit Owner, which failure to repair shall adversely affect a Unit or Common Element of the Condominium, then the Association, if feasible under the circumstances, may enter into such Unit, upon reasonable notice and during reasonable hours, to inspect such Unit and make necessary repairs and/or maintenance. The Association shall be entitled to recover from the Unit Owner all costs of such repairs in the manner stated in Section 8.5 hereof.

8.10 Unit Owner Negligence. If, due to willful, careless, or negligent act or omission of a Unit Owner, a member of its family, household pet, a guest, invitee or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance shall be required which would otherwise be a Common Expense, then such Unit Owner shall be responsible for such damage and maintenance as may be determined by the Association.

8.11 Alteration and Improvement by Unit Owners. The following restrictions shall apply to additions, alterations, and improvements by Unit Owners:

(a) No Unit Owner shall make any additions, alterations, or improvements in or to the Common Elements, or to any Limited Common Element, including, but not limited to, modifications to exterior lighting, Unit entrance doors, or exterior floor surfaces, without the prior written consent of the Board.

(b) No Unit Owner shall paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of the Building, the Unit or the Limited Common Elements or Common Elements, or modify or alter the structure of the Building, without the prior written consent of the Board.

(c) The Unit Owner must submit a written application and complete plans and specifications for any proposed work requiring Board approval. The Board may promulgate forms and implement procedures. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such additions, alterations, or improvements within sixty (60) days after receipt of a request, including additional information requested by the Board; and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request, and the failure of the Association to respond, and the implied consent resulting therefrom, shall not authorize any act that is otherwise expressly prohibited by the terms of this Declaration. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

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

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

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

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

(h) **Flooring.** A Unit Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic, tile, parquet, hardwood, etc.) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Association prior to making any such installation. If prior approval is not obtained, the Board, in addition to exercising all the other remedies provided in this Declaration, may require the Unit Owner to cover all such hard-surface flooring with carpeting or portions of the floor with suitable rugs, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. No carpeting of any kind may be installed or affixed to concrete surfaces exposed to the elements.

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

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

(k) **Surface Water Management System.** It shall be the responsibility of each Owner to comply with the construction plans of the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No Owner may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, if any, as described in the approved permit and the plat(s) for the Condominium Property unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Owner's responsibility not to remove native vegetation that become established within the wet detention ponds. Removal includes dredging, the application of herbicides or algacides, introduction of grass carp, and cutting. Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department. As used in this section, the terms "wetland", "buffer areas", "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permit(s) for the Subdivisions and the regulations of SWFWMD.

8.12 Material Alterations and Substantial Additions by Association. The Association shall not undertake material alterations or substantial additions to the Common Elements, or Association Property, without the approval of not less than two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting at which a quorum is obtained and in no event by less than twenty-four (24) Voting Interests, except that Membership approval is not required for: (1) work necessary to protect, maintain, repair, or replace the Common Elements or Association Property, even if the work would otherwise constitute a material alteration or substantial addition to the Common Elements; (2) the installation and use of energy efficient devices in Common Elements or Association Property for the benefit of all Unit Owners; or (3) the material alterations or substantial additions in the Common Elements, or Association Property, where the expense to the Association is equal to or less than ten percent (10%) of the Association budget, including reserves, in the aggregate in any calendar year.

ARTICLE IX ASSESSMENTS

The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

9.1 Share of Common Expenses. Each Unit Owner shall be liable for an equal one forty-eighth (1/48) share of the Common Expenses. Assessments collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an

appurtenance to his Unit. No Unit Owner shall have the right to withdraw or receive distribution of his share of the Common Surplus except upon termination of the Condominium as provided herein.

9.2 Payments. The fee title Owner of each Unit, regardless of how title was acquired, is a liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in the Florida Condominium Act, the Unit Owner shall be jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title to the Unit. This liability is without prejudice to any right the Unit Owner may have to recover from the previous Unit Owner the amounts paid by the Unit Owner. As provided in the Condominium Act, for purposes of the forgoing, the Association is not included within the definition of a "previous Unit Owner" in the event it acquires title to a Unit by foreclosure or by deed in lieu of foreclosure. Any Assessments and/or installments not paid by ten (10) days after the same is due shall bear interest from the due date until paid at the maximum legal rate of interest allowed by law. The Association shall also have the right to charge a late fee as established by the Board from time to time. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees, and costs, and finally to unpaid Assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

9.3 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever.

9.4 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid Assessments, late fees and for interest thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessments or enforcement of such lien. The Association shall provide not less than 30 days written notice prior to filing of a lien for unpaid Assessments and must provide a second notice not less than 45 days prior to foreclosing the lien. Said lien shall be effective from and after the time of recording a Claim of Lien stating the description of the Unit, the name of the record owner thereof, the name and address of the Association, and the amount(s) due, in the Public Records of Sarasota County, Florida, and said lien shall continue for a period not to exceed one year after the lien has been recorded or until all sums secured by the lien shall have been fully paid, whichever shall first occur. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien. Lines for unpaid Assessments may be foreclosed in the manner provided in the Condominium Act. The Association shall have the further right to bring suit against the Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same.

9.5 Acceleration. If any special Assessments or installments as to a Unit become more than thirty (30) days past due and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessments and all special Assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by Section 718.116, Florida Statutes, or may be sent separately.

9.6 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien of any recorded first mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a Unit shall be subordinate and inferior to any lien of the Association, regardless of when the lease was executed.

9.7 Certificate as to Assessments. Within ten business days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. The Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the

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

9.8 Other Collection Remedies. To the extent provided in the Act, the Association shall have the authority to pursue other collection remedies, including but not limited to the suspension of the use of portions of the Condominium Property, suspension of voting rights, and recovery of Assessments and other unpaid financial obligations from any tenant occupying a Unit owned by a delinquent Unit Owner.

ARTICLE X ASSOCIATION

The operation of the Condominium shall be by Island Park Condominium Owners Association, Inc., which will fulfill its functions pursuant to the following provisions:

10.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached hereto as Exhibit "C".

10.2 Bylaws. A copy of the Amended and Restated Bylaws of the Association is attached hereto as Exhibit "D."

10.3 General. Each Unit Owner, by virtue of ownership of a Unit, shall be a mandatory Member of the Association. The powers and duties of the Association include those set forth in the 2020 Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association, upon approval by not less than two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting at which a quorum is obtained and in no event by less than twenty-four (24) Voting Interests, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

10.4 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board is specifically required in the Condominium Documents, Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

10.5 Real and Personal Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board. Except as provided in Article XIV of this Declaration, the power to acquire real property may be exercised by the Board, but only after approval by not less than two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting at which a quorum is obtained and in no event by less than twenty-four (24) Voting Interests.

10.6 Disposal of Property. Any property owned by the Association, whether real, personal, or mixed, (which does not include Common Elements except in a condemnation situation as provided by law) may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board, without need for authorization by the Unit Owners.

10.7 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain, repair and replace portions of the Condominium Property as described herein, the Association shall not be liable for the injury or damage, including damage to Units or contents therein, other than the cost of maintenance, repair or replacement of the property to be maintained by the Association, caused by any latent condition of such property of which the Association does not have knowledge, or which is caused by the elements, or by other owners, their guests or invitees, or by any other persons.

10.8 Approval or Disapproval of Matters by Unit Owners. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed

by the same person who would cast the vote of such Owner in an Association meeting, unless the joinder of record Owners is specifically required by the Condominium Documents.

10.9 Inconsistent Provisions. In the event of any inconsistent provisions contained in this Declaration and in the Article and Bylaws, the provisions of this Declaration shall control over the Articles of Incorporation, Bylaws and Rules, the Articles shall control over the Bylaws and Rules, and the Bylaws shall control over the Rules.

ARTICLE XI INSURANCE

11.1 General. The insurance that shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property shall be as set forth herein.

11.2 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

11.3 Coverage.

(a) Property. The Association shall obtain and maintain fire, wind, general casualty, and flood coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof. The Association must obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, every thirty-six (36) months. The property insurance required under this provision must be based on the replacement cost of the property as determined by the appraisal. It is recognized that insurance companies are not obligated by law to offer property insurance policies that insure all the Condominium Property required to be insured under the Condominium Act, or this Declaration. It is further recognized that the terms, limitations, restrictions, deductibles, cost and expense of insuring some portions of the Condominium Property, including but not limited to, fences, gates, and landscaping, may be considered by the Board in determining if the best interests of the Association will be served by obtaining and maintaining such property insurance. The Board is authorized, in the reasonable exercise of its business discretion, to forego insuring portions of the Condominium Property located outside the residential buildings based on the availability of insurance, and the stated limited factors, provided it has made a good faith attempt, with the assistance of an experienced insurance representative, to satisfy the requirement that it use its best efforts to obtain property insurance required under this Declaration and the Condominium Act. The Board, in the exercise of their business discretion, may determine to obtain the maximum flood insurance available under the National Flood Insurance Program and not obtain additional coverage that may be available through other sources. The Association shall hold the original policy of insurance, and institutional lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. The word "building", or its equivalent, in any property insurance policy issued to insure the Condominium Property does not include the following items, which must be insured by each Unit Owner: (1) personal property; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; and (8) window treatments including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Each Unit Owner must obtain and maintain adequate property insurance for the portions of the Condominium Property that must be insured by the Unit Owner or recognize that he bears financial responsibility for any damage or liability to the Association or other Owners that would otherwise be covered by such insurance.

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

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

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

(e) **Policy Deductible and Other Insurance Features.** The Board shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment. The establishment of the deductible amount shall be based on industry standards and prevailing practices of communities similar in size and construction, available funds, and Assessment authority.

11.4 **Waiver of Subrogation.** If available and where applicable, the Board shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Unit Owners, or their respective servants, agents, or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

11.5 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

11.6 **Insurance Proceeds.** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.

11.7 **Responsibility.** After a casualty event, the Association shall be responsible for and undertake all repair work and reconstruction on portions of the Condominium Property insured by the Association against property loss, provided however, a Unit Owner may undertake repair and reconstruction on portions of the Unit insured by the Association but only if authorized to do so in writing by the Board. In the event the Board elects to authorize a Unit Owner to undertake work, the Association may condition the disbursement of insurance proceeds on approval of repair methods, the qualifications of the proposed contractor, the contract to be used, reasonable verification of appropriate steps to ensure that the work is done, and that the contractor is paid for the performance of said work, and other conditions. A Unit Owner shall be responsible for and shall undertake repair work and reconstruction of portions of the Unit insured by the Unit Owner. No mortgagee has the right to require application of insurance proceeds to any mortgage or mortgages which it may hold against a Unit or Units, unless insurance proceeds on account of damage to the Unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be repaired or reconstructed after casualty.

11.8 **Deductible.** The deductible shall be paid by the party responsible for obtaining and maintaining insurance on the item damaged. For example, damage to drywall on an interior wall within a Unit caused by an event covered under the insurance policy obtained by the Association but not paid for by insurance proceeds because of the application of a deductible provision under that policy shall be paid as a Common Expense of the Association notwithstanding that a Unit Owner may otherwise be responsible for the maintenance of the drywall under this Declaration. Damages to items that must be insured by a Unit Owner that are not covered by insurance obtained by that Unit Owner shall be the responsibility of the Unit Owner. The provisions hereof pertaining to responsibility to insurance shall not be interpreted to modify the party responsible for maintenance, repair, and replacement. Unit Owners shall remain responsible for maintenance and repairs to the portions of their Unit as provided elsewhere in this Declaration notwithstanding that the Association insures an item.

11.9 **Exceptions.** Notwithstanding other provisions of this Article XI, as set forth in the Condominium Act, the Association has the right to require a Unit Owner to pay for reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of Owner (or guests, family, tenants, or others acting for, by or under the Owner) to comply with the Condominium Documents, or if the casualty losses were known or should have been known to the Owner and were not timely reported to the Association.

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

11.11 Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the affected Unit Owner and the Institutional Mortgagee holding a mortgage on the Unit, if any.

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

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

11.14 Substantial Destruction. As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean that one-half (1/2) or more of the Units are rendered uninhabitable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the Condominium Property, the Condominium shall nonetheless be reconstructed, unless eighty (80%) percent of the Voting Interests of the entire Membership agree, either in writing or by vote at a Membership meeting, within one hundred eighty (180) days after the casualty loss or damage occurs, that the Condominium shall not be reconstructed, which deadline may be extended an additional one hundred eighty (180) days if conditions after the casualty prevent the Association from contacting and obtaining Member votes to vote on reconstruction or termination. Except for the consent of mortgage holders who will not be paid in full under the mortgage, no further consent from any other person or entity shall be necessary to effectuate a termination of the Condominium after substantial damage. For purposes of this Declaration, "uninhabitable" shall mean that the Board has concluded that the Condominium Property cannot be restored to the condition (or a better condition) that existed prior to the casualty through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

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

(a) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be Common Surplus of the Association.

(c) Failure to Reconstruct or Repair. If it is determined in the manner provided in subsection 11.14 herein that the damage for which the proceeds are paid shall not be reconstructed or repaired and the Condominium terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to

Unit Owners and their mortgagee(s) being payable jointly to them. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Board may deem appropriate. In determining the amount of any partial distribution, the Board shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale, to the extent applicable, of assets of the Association and has paid all applicable Association liabilities, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. The apportionment of proceeds shall be made based on each Unit's equal undivided one forty-eighth (1/48) percentage interest in the Common Elements.

ARTICLE XII RESPONSIBILITIES OF UNIT OWNERS AND USE RESTRICTIONS

The following restrictions shall apply to and bind the Condominium Property.

12.1 Occupancy and Ownership. Each Unit shall be used as a Single-Family residence only, except as otherwise herein expressly provided. Notwithstanding anything in this Declaration to the contrary, guests do not have to meet the Single-Family definition since guest occupancy by definition is temporary and it is normal and customary for people who are not part of a Single Family to visit from time to time and temporarily reside in a Unit.

(a) Except institutional lenders acquiring title by foreclosure or deed in lieu of foreclosure, effective upon the adoption of this Amended and Restated Declaration of Condominium, Units may only be acquired and owned by natural persons, individually or as trustees. No corporation, partnership, limited liability company or other non-natural person may acquire title to a Unit after that date.

(b) No person may acquire title to more than two Units either individually, as a trustee, or jointly with one or more other persons.

(c) One (1) domestic aide shall be permitted to reside in a Unit, provided however, that the domestic aide's right of occupancy shall not be deemed to confer upon said aide any of the other rights and privileges of Unit ownership including, without limitation, access to and use of the recreational facilities. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom.

12.2 Commercial Use. No trade or business may be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

(a) The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents, and applicable law.

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

12.3 Fractional Ownership and Time-Share Use. Fractional ownership as hereafter defined, and the use of a Unit as a time-share, is prohibited. For purposes hereof, fractional ownership shall mean any arrangement, plan, scheme, or similar device, whether by Membership, agreement, tenancy in common, sale, deed, license, or right-to-use agreement, or by any other means, whereby a purchaser, for consideration, receives ownership rights in or a right to use a Unit for a period of time less than a full year during any given year.

12.4 Combination of Units. With the written permission of the Board, abutting Units may be physically combined into a single dwelling, but they shall, nevertheless, for all other pertinent purposes, including but not limited to, Assessments, ownership and use rights in Common Elements and Limited 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 Unit Owner of the combined Unit so desires. Any construction or modification of the interior of such Units as may be required to effectuate the severance of the combined Unit into separate Units shall be subject to the written approval of the Board, 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(s) of the combined Unit and not at the expense of the Association. Nothing herein shall be deemed to require the Association to approve any modification which will alter the exterior appearance of the Condominium Property.

12.5 Pets. Subject to the restrictions hereinafter set forth, Unit Owners are allowed to keep a maximum of two (2) pets (dogs or domestic cats) in a Unit plus a reasonable number of caged birds and fish. No other pets shall be kept in any Unit except as may be permitted in writing by the Board. No dog weighing more than forty (40) pounds at maturity is allowed. No aggressive dog or dog that poses an actuarial risk is allowed in a Unit or on the Condominium Property including, without limitation, the following breeds – pit bull, rottweiler, chow, akita, wolf hybrid, German shepherd, husky, Doberman, or any dog displaying a majority of the physical traits of any one or more of the above breeds. Disabled persons may request an accommodation for animals required under applicable federal or state laws.

(a) Pets shall not be kept, bred, or used for any commercial purpose.

(b) Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on lanais. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.

(c) Persons who walk pets are responsible for immediately cleaning up after their pets and properly disposing of securely bagged pet droppings. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged and sealed or tied.

(d) No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this section are:

(1) Pets whose unruly behavior causes personal injury or property damage.

(2) Pets which make noise continuously and/or incessantly to the disturbance of any person at any time of day or night.

(3) Pets in the Common Elements who are not under the complete physical control of a responsible person and on a hand-held leash of no more than fifteen (15) feet in length or in a pet carrier.

(4) Pets which relieve themselves on walls or floors of the Condominium buildings.

(5) Pets which exhibit aggressive or other dangerous or potentially dangerous behavior.

(6) Pets which are conspicuously unclean or parasite infected.

(e) Unit Owners are responsible for any damage caused by their pets and shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pets.

(f) The Board may require the permanent removal of any pet if such pet is determined by the Board to be a nuisance or a danger to the Island Park community and its residents.

(g) No pets will be allowed for lessees/tenants.

12.6 Vehicles. No vehicle shall be kept in violation of the following provisions. Except as set forth below, only non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked at the Condominium. Permitted vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, or convertible, and shall also include station wagons, mini-vans and vans

equipped with windows all-round the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, sport utility vehicles, and pick-up trucks.

(a) All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, or exposed equipment or materials); trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and cargo vans. (Pick-up trucks with no more than four (4) tires are permitted if not classified as a commercial vehicle as provided herein)); boats; motorcycles, scooters, campers; recreational vehicles (vehicles having either kitchen or bathroom facilities); trailers; motor homes; mobile homes; any and all other vehicles other than the aforescribed, shall be prohibited.

(b) Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked at the Condominium during the time they are actually servicing a Unit, but in no event overnight; and (ii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Condominium when they are being actively loaded or unloaded.

(c) The Board shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board shall be binding upon the parties unless wholly unreasonable.

(d) No motor vehicle, trailer, boat, or any other property of any nature whatsoever that is regulated by this Section may be parked or stored on a lawn or unpaved area.

(e) The Board is authorized to adopt special rules pertaining to electric vehicles, including but not limited to, rules to regulate charging, electrical usage, parking, and health and safety issues. The rules may require owners or users of electric cars to install and use, at owner or user expense, charging stations, a separate electric meter with electricity to be borne by the owner or user of the electric car, and measures to ensure cords and fumes are not a health or safety hazard. The Board may elect to install a central charging station and require owners or users of electric cars to use that charging station and pay for their share of the cost of installation, maintenance, repair and electrical and other operating expenses. Alterations or improvements to Common Elements or Association Property installed by the Association, the Community Association, or Owners pursuant to Board rules shall not require Membership approval and shall be left to the reasonable exercise of the Board's business judgment.

(f) A parking space assigned as a Limited Common Element appurtenant to the Unit to which it is assigned shall not be used for any purpose other than the parking of a permitted vehicle.

(g) Every permitted vehicle parked on the Condominium Property shall display current registration and be properly insured under the laws of their respective registration jurisdictions.

(h) A Unit Owner may, during his absence from his Unit, store one permitted vehicle owned by him provided the vehicle is registered and insured as aforesaid and is parked in the Unit Owner's assigned parking space. Except as allowed in the preceding sentence, parking spaces in the parking garage or outside parking garage or outside parking areas are not to be used for the storage of vehicles.

(i) Any Unit Owner who is absent from his Unit and not parking his permitted vehicle in his assigned parking space may temporarily transfer the use of his assigned parking space to another Unit Owner during his absence from his Unit.

(j) Unassigned parking spaces in the parking garage and outside parking areas are intended for the parking requirements of guests of residents or of residents. These unassigned parking spaces are available on a first come – first served basis.

(k) No vehicle exceeding the width or length of the existing assigned or unassigned parking spaces shall be parked in the parking garages.

(l) Tandem parking is prohibited.

(m) Repair or maintenance of vehicles on any Common Element is prohibited except minor vehicle repair work for a period not to exceed twenty-four (24) hours is permitted in emergency cases only provided the work area is cleaned immediately after repairs have been completed. Washing of vehicles is prohibited except in area(s) that may be designated for motor vehicle washing by the Board.

12.7 Leasing. Units may be rented or leased only after approval by the Association, as provided for in Article XIII of this Declaration, and provided that the entire Unit only may be rented and may not be subdivided, and that the occupancy thereof shall only be by the lessee, his family, and guests, and further provided that Units may not be leased or rented for a term less than three months. For purposes of the Condominium Documents and Rules and Regulations, the term lease shall include any lease, rental, occupancy, licensing, or similar agreement, written or otherwise, between an Owner and a person or entity permitting that person or entity to occupy the Owner's Unit in return for the payment of a fee, gratuity, or emolument, providing a service, or agreeing to a reciprocal occupancy with or to the Owner. Internet-based non-Owner occupancy arrangements made through services such as Airbnb are included in the definition of lease. During the time a Unit is leased, rented, or occupied by others, the Unit Owner shall not have the right to use the Common Elements and facilities except as a guest of a Unit Owner or lessee.

12.8 Rules and Regulations. All persons on Condominium Property shall comply with Rules and Regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Board

12.9 Flags. No Unit Owner, tenant or occupant shall install or display any flags visible outside of a Unit, except for those flags permitted under the Condominium Act. As to permitted flags, the flag may not be larger than 4 1/2 feet by 6 feet, and the Board shall have the right to approve the location of the flag and the method of attachment of the flag and holder to the Common Elements.

12.10 Signs. No signs of any type shall be maintained, kept, or permitted on any part of the Common Elements, nor in a motor vehicle parked on Common Elements, or in or on any Unit where the same may be viewed from the Common Elements.

12.11 Exterior Appearance. No draperies, curtains or other material shall be placed at or on the windows of any Unit without a solid, light-colored liner acceptable in color to the Association, facing the exterior, nor shall any Unit window be tinted, colored or otherwise treated, in a manner which will adversely affect the uniform exterior appearance of the Building in the opinion of the Board. No clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, and no clothes, rugs, drapes, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window, door, lanai railing or in any other location visible from the exterior of a building.

12.12 Lanai Cleaning. No Unit Owner, tenant, or occupant shall clean a lanai located on the second floor or above with a hose or other means resulting in drainage of solvents, chemicals, or similar runoff from the lanai. The Owner of a Unit shall be responsible for the cost to remove any stain or repair any damage that may result from lanai cleaning.

12.13 Obstructions. No Unit Owner or occupant shall obstruct the common way of ingress or egress to the other Units or the Common Elements or Limited Common Elements or allow anything to remain in the walkways or other common areas of travel which would be unsightly or hazardous.

12.14 Antennae. Except as permitted under Federal law, no wires, communication antennae, aerials or structures of any sort shall be erected, constructed, or maintained on the exterior of any building.

12.15 Nuisances and Annoyances. No Unit Owner, tenant, guest, invitee or other authorized occupant or visitor of such Unit Owner shall make or permit to be made any unreasonable noise or do or permit to be done anything that will interfere with the rights, comforts, and convenience of other residents of the Condominium Property. Without limiting the generality of the foregoing, musical instruments, televisions, radios, CD players and other sound systems or devices must be played or adjusted to a level of sound that will not disturb other residents of the Condominium Property nor invade their right of privacy and peaceful possession.

(a) No noxious or offensive activity shall be conducted on the Condominium Property, nor any use of, or practice on, the Condominium Property which is a source of annoyance to other residents of the Condominium Property, or which interferes with the peaceful possession or proper use of the Condominium Property by its residents.

12.16 Combustible Materials. No flammable, combustible or explosive substance shall be kept in any Unit, Limited Common Element, or storage room, except as required for normal household use.

12.17 Grills. Electric grills of less than 200 square inches may be used on a lanai adjoining a Unit provided the use does not constitute a nuisance or violate fire regulations. No gas or charcoal grills are to be used or stored on the Condominium including, without limitation, on lanais.

12.18 Unoccupied Units. From June 1st to December 1st of the year, a Unit Owner or his tenant who plans to be absent from the Unit and leaving it unoccupied for a week or longer period of time, shall, prior to his departure, remove all furniture, plants, and other objects from his lanai.

(a) At any time or times of the year, a Unit Owner or his tenant who plans to be absent from the Unit and leaving it unoccupied for a week or longer period of time, shall, prior to departure, shut off the water supply to his Unit and turn off the power to his hot water heater.

12.19 Storage Rooms. Storage rooms located on each floor of each building are not Limited Common Elements. The Association has assigned keys to specified storage rooms to specific Unit Owners to provide access to such Unit Owners so that each Unit Owner may make use of one-half of the specified storage room assigned to him. This privilege of access and use is not assignable by the Unit Owner to any person including, without limitation, a tenant. Except for storage in an assigned storage room, no person shall store any personal property in the Common Elements other than Limited Common Elements reserved for the use of a specific Unit by that Unit Owner. Building patio terraces, walkways and stairwells shall not be used for storage of potted plants or flowers, or any other items of personal property that will cause an obstruction or interference to passage or degrade the architectural integrity of the buildings.

12.20 Recreational Facilities. The Common Elements include the recreational facilities consisting of the clubhouse, and the contents thereof, and the swimming pool. These recreational facilities are available for the exclusive use by Unit Owners, tenants, Unit occupants and guests as elsewhere defined and limited. Children under fourteen (14) years of age must have adult supervision in the recreational facilities. Use of the recreational facilities by guests shall be limited to four (4) per Unit and need not be accompanied by the Unit Owner or tenant. Pets are prohibited in the recreational facilities.

12.21 Smoking. Smoking is not permitted in the recreational facilities, the lakeside gazebo and all parts of the Condominium buildings which are not included within the Units or lanais including, without limitation, the elevators, stairwells, building walkways, building patio terraces, storage rooms, disposal rooms, electrical and mechanical rooms, and the parking garage. Disposal or littering of tobacco butts, cigars, or other smoking materials in the Common Elements is prohibited.

12.22 Skates and Skateboards. The use of skates and skateboards is prohibited on the Condominium Property which includes, without limitation, all walkways, sidewalks, roadways, driveways and the parking garage and parking spaces.

12.23 Guest and Family Usage, and Loaning of Units.

(a) When the Owner of the Unit, or a spouse of the Owner, is in residence, there shall be no limit on the number of times guests, including but not limited to Immediate Family Members as defined below, may occupy a Unit, nor any restriction on the minimum or maximum duration of the stay of the guests.

(b) When the Owner of the Unit, or a spouse of the Owner, are not in residence, there shall be no limit on the number of times Immediate Family Members may occupy a Unit, nor any restriction on the minimum or maximum duration of their occupancy. For purposes of this subsection (b), Immediate Family Members are defined as fathers, mothers, sons, daughters, brothers, sisters, granddaughters, grandsons, great

granddaughters, and great grandsons, of the Owner or Owners, or their spouses and references to a spouse shall include a domestic partner.

(c) When the Owner of the Unit, or a spouse of the Owner, are not in residence, there shall be limits as set forth herein on the loaning of a Unit to guests who are not Immediate Family Members. A Loan of a Unit is the granting of permission of Unit occupancy, without the payment of rent, in the absence of the Owner of the Unit or the spouse of the Owner. Owners may Loan their Units to guests who are not Immediate Family Members no more than twice in any calendar year (with a Loan which begins in the previous year not counting towards the limit in the subsequent year). Each stay shall be limited to not more than 14 days. Any Loan in excess of 2 per year shall be deemed to be a Lease and shall be subject to all the requirements of the Declaration and rules.

(d) Guests who pay rent or other consideration for the use of the Unit are lessees and shall be subject to all the requirements of the Declaration and rules.

(e) The Unit Owner shall inform all guests or Immediate Family Members that they are governed by the provisions of the Condominium Documents and Rules and Regulations to the same extent as the Unit Owner. The Unit Owner is responsible for the conduct of their guests and Immediate Family Members. In the event of an uncured violation by a guest or Immediate Family Member, the Association may levy a fine against the Unit Owner, suspend the use of portions of the Condominium Property to the extent permitted by law, and/or otherwise pursue enforcement against the Unit Owner and/or the guest or Immediate Family Member.

(f) Notification Procedures: In order to allow the Association to protect the privacy of the Owners and residents, and be in a position to properly and efficiently operate the Condominium, the following notification procedures shall be in effect:

(1) Owner Not in Residence: The Unit Owner must notify the Association of any occupancy of a Unit in the absence of the Owner of the Unit, or spouse of the Owner, no matter the length of stay, and no matter whether the occupancy is by a guest or Immediate Family Member. In the case of occupancy by an Immediate Family Member, the notification shall be made in advance but is not subject to any specific timeframe. In the case of a Loan of a Unit to a guest who is not an Immediate Family Member, the written notice of the Loan must be provided no less than 7 days before the occupancy. The notice shall be in writing and shall minimally include (1) the names of the occupants; (2) relationship to the Unit Owner; (3) number and ages of children, if any; (4) expected date of arrival; (5) expected date of departure; (6) a description of motor vehicle(s) to be used by occupants, if known; and (7) contact information for the occupants, including a mobile phone number and permanent mailing address. The Board may promulgate forms and may adopt rules or policies to require the Owner to provide additional pertinent information.

(2) Owner in Residence: If the Owner of the Unit, or the spouse of the Owner, is in residence in the Unit, it shall not be necessary to notify the Association if a guest or Immediate Family Member will be staying in a Unit, although it is encouraged that all overnight stays be registered if known in advance in order to permit the Association to better handle emergencies or messages for the guests.

ARTICLE XIII MAINTENANCE OF COMMUNITY INTERESTS

13.1 Sale or Lease of a Unit. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the sale and leasing of a Unit by a Unit Owner shall be subject to the following provisions:

13.2 Transfers Subject to Approval. No Unit Owner may lease, or dispose of a Unit or any interest therein by sale without prior approval of the Board; provided, an Owner may transfer a Unit to (1) another Unit Owner; (2) to a spouse of the Unit Owner; (3) to a domestic partner, which shall mean a person who resides and has a personal relationship with the Unit Owner and is designated by the Unit Owner as such; (4) lineal descendants of the Unit Owner, spouse or domestic partner; (5), to a non-natural entity if wholly owned by the Unit Owner, the Unit Owner's spouse or domestic partner, or Immediate Family (parents, children, grandchildren, and siblings) of the Unit Owner, the Unit Owner's spouse or domestic partner; (6) or to a trustee if the Unit Owner,

the Unit Owner's spouse or domestic partner, or Immediate Family (parents, children, grandchildren, and siblings) of the Unit Owner, spouse or domestic partner; are the sole beneficiaries, without prior approval of the Board.

13.3 Approval of Leasing. All leases, lease extensions, and lease renewals shall be subject to prior approval of the Board. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Unit Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Unit Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Unit Owner so the Association may act on behalf of the Unit Owner to enforce the lease, evict the lessee, or otherwise. The Association may prescribe a form of uniform Lease Addendum. The Unit Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which Association incurs to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Board) or to pay any claim for injury or damage to property caused by the negligence of the tenant, which amounts may be collected by the Association as provided in Section 8.5 hereof. The Unit Owners shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct to the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner, which amounts may be collected by the Association as provided in Section 8.5 hereof. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs, provided however, a written response must be provided to a servicemember within 7 days of submission of a written application pursuant to Section 83.683, Florida Statutes. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

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

(a) The person seeking approval (which shall include all proposed Occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.

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

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

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

(e) All Assessments, fines or other charges against the Unit and/or Unit Owner have not been paid in full.

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

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

(a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents or applicable Rules and Regulations.

(b) The person seeking approval (which shall include all proposed Occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.

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

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

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

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

(g) All Assessments, fines and other charges against the Unit or the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

13.7 Right of First Refusal, Duty to Provide Alternate Purchaser. If the Association disapproves a proposed sale or transfer, the Unit Owner shall receive a statement indicating the reason for the disapproval. The Association shall have no duty to provide an alternate purchaser, and the Association's right of first refusal shall be optional, in the event the transfer is rejected for cause based on one or more of the grounds for disapproval set forth above. If the Association disapproves a prospective purchaser without cause, the Association shall have

the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser who shall purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser. The closing between the selling Unit Owner and the Association, or the alternate purchaser, shall take place within sixty days after written notice of disapproval, or at such later date as the parties may agree. If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current condominium prices in Sarasota County, one appraiser will be selected by the selling Owner and the other selected by the Association. The Owner and the Association shall share the cost of the appraisals equally. Closing and transfer shall be within thirty days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.

13.8 Transfer Fees. The Association will require the payment of a \$150.00 transfer fee simultaneously with the giving of notice of intention to sell or lease, or such larger fee as may be permitted from time to time under the Condominium Act. No fee may be collected in connection with an application to renew or extend a previously approved lease.

13.9 Mortgagee Exemption. If the owner and holder of a first mortgage of record acquires title to the Condominium Parcel as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve the transfer and the mortgagee shall automatically be entitled to Membership in the Association. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.

13.10 Unauthorized Transactions. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE XIV PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units, subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by the Board without approval of its Membership except as elsewhere provided in this Article.

14.2 Limitations. If at any one time, the Association shall be the owner or agreed purchaser of two or more Units, it shall not purchase any additional Units without the prior approval of not less than two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting at which a quorum is obtained and in no event by less than twenty-four (24) Voting Interests. A Member whose Unit is the subject matter of the proposed purchase shall not be eligible to vote thereon. Provided however, nothing herein shall be applied to prohibit or limit the Association's right to purchase a unit at a foreclosure resulting from the Association's foreclosure of its lien for unpaid Assessments, or to take title by deed in lieu of foreclosure.

ARTICLE XV COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Rules and Regulations as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief, in addition to other remedies provided in the Condominium Documents and the Condominium Act:

15.1 Enforcement. The Association may enforce the Condominium Documents and Rules and Regulations by such means as are provided by the Condominium Act, including the imposition of reasonable fines as set forth from time to time in the Bylaws.

15.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family,

lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance.

15.3 Cost and Attorney's Fees. In any action arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Act, the Condominium Documents and Rules and Regulations as may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs of the proceedings and reasonable attorney's fees as may be awarded by a court.

15.4 No Waiver of Rights. The failure of the Association or of any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, the Condominium Documents or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XVI AMENDMENTS

Except as may be otherwise specifically provided for in this Declaration, the provisions of this Declaration may be amended in the following manner:

16.1 Notice. 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.

16.2 Resolution and Adoption. An Amendment may be proposed by either the Board or by twenty percent 20% of the Voting Interests of the Members. The adoption of any proposed amendment, except as elsewhere provided, shall be as follows:

(a) The adoption of any proposed amendment, except as elsewhere provided, shall require approval by not less than two-thirds of the Voting Interests of the Membership participating at a duly noticed and convened Membership meeting at which a quorum is attained and in no event by less than twenty-four (24) Voting Interests.

16.3 Extraordinary Amendments. As provided in Section 718.110(4), Florida Statutes, No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses of the Condominium and owns the Common Surplus of the Condominium, or permit time-share estates, unless the record Owners of all the Units approve the amendment.

16.4 Mortgagee Consent. As permitted by Section 718.110(11), Florida Statutes, the joinder and consent of record mortgagees is required for those amendments which materially affect the rights and interests of said mortgagees, or as otherwise required by a Federal law. Said consent shall not be unreasonably withheld. Amendments which affect the right and interests of said mortgagees include any amendments which change the configuration or size of any Unit in any material fashion, material alter or modify the appurtenances to the Unit, or change the proration or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus or permit the creation of timeshares.

16.5 Amendments by Board. The Board, by a two-thirds vote of the entire Board, may affect an amendment to the Declaration in any of the following circumstances:

(a) To bring the Declaration into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.

(b) If the Board determines, in the reasonable exercise of its judgment, that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Declaration should be amended to take cognizance of such matters so that the overall intent of the Declaration shall not be frustrated by changing circumstances.

(c) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision,

or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

(d) Provided, however, that no Board adopted amendment to the Declaration pursuant to this sub-paragraph shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been distributed to the Members. If during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all Voting Interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, two-thirds of the Voting Interests of the participating Members may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting.

16.6 Execution and Recording. A copy of each Amendment shall be attached to a Certificate certifying that the Amendment was duly adopted, which certificate shall be executed by the President or Vice-President with the formalities required for a deed. The Amendment shall be effective when such certificate and a copy of the Amendment are recorded in the Public Records of Sarasota County, Florida.

16.7 Surface Water Management System. Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Elements, must have the prior approval of SWFWMD, the Sarasota County Engineer or its designee, and any other governmental authority with jurisdiction.

ARTICLE XVII TERMINATION

17.1 General. The Condominium may be terminated as set forth herein.

17.2 Agreement. The Condominium may be terminated at any time by written agreement of not less than eighty (80%) percent of all Voting Interests and the holders of mortgage liens who will not be paid in full under the plan of termination, or as provided under Condominium Act, as amended from time to time.

17.3 Economic Waste or Impossibility. The Condominium may be terminated as provided in the Condominium Act, as amended from time to time.

17.4 Partial or Total Destruction. If the Condominium suffers partial or total destruction, and it is determined that the statutory conditions for economic waste or impossibility are not applicable, the Condominium may be terminated as provided in Article XI of this Declaration.

17.5 Procedure to Approve and Implement Plan of Termination. The termination of the Condominium shall be handled as provided in Section 718.117, Florida Statutes.

17.6 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be Members of the Association, and the members of the Board and the officers of the Association shall continue to have the powers granted in the Condominium documents, and by law, for the purpose of winding up the affairs of the Association.

17.7 New Condominium. The termination of the Condominium does not bar creation of another condominium including all or any portion of the same property.

17.8 Provisions Survive Termination. The provisions of this Article XVII are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board shall continue to function in accordance with the Bylaws and Articles of Incorporation, and applicable law, and shall have the power to levy Assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the termination trustee, as well as post-termination costs of maintaining the Property, are Common Expenses, the payment of which is

secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

ARTICLE XVIII ADDITIONAL RIGHTS OF MORTGAGEE

If the holder of a first mortgage of record on a Condominium Parcel acquires title as a result of foreclosure, such acquirer of title and its successors and assigns shall have the following rights:

18.1 Share of Expenses. Such acquirer shall, as provided in Section 718.116(1)(b), Florida Statutes, 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.

18.2 Waiver of Approval. It shall not be necessary that such acquired title be approved for purposes by the Board as contemplated by the provisions of Article XV of this Declaration. However, any such acquirer of title shall comply with all restrictions and limitations as set forth in this Declaration and all Rules and Regulations of the Condominium.

18.3 Common Expenses. Any unpaid share of the Common Expenses or Assessments chargeable to the former Unit Owner or a parcel acquired under this Article shall be a Common Expense collectable from all of the Unit Owners including such acquirer its successors and assigns.

18.4 Delinquencies. The Association shall, at the request of a mortgagee, report (in addition to the Owner) any unpaid Assessments due from the Owner of the Condominium Parcel encumbered by the mortgage and owned by the mortgagee directly to the mortgagee.

ARTICLE XIX CONDEMNATION

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

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

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

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

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

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

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

19.6 Unit Made Unhabitable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

(b) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in the manner approved by the Board.

(c) Adjustment of Shares in Common Elements. The share in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as equal percentages based upon the total of the then existing Units, or as otherwise provided by law.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessments against all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

(e) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association with thirty (30) days after notice by either party, the value shall be determined as provided in Article XIII.

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

ARTICLE XX SEVERABILITY

The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word, or other provisions of the Condominium Documents or the Rules and Regulations shall not affect the remaining portion thereof.

ARTICLE XXI COVENANTS

The provisions of the Condominium Documents and the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein described remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership

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SEP 21 2021

interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, the Condominium Documents and the Rules and Regulations.

The Board of Directors hereby certifies the accuracy of the recitals herein and executes this Amended and Restated Declaration of Condominium this 13th day of ~~August~~ ^{September} 2021. *MSS RA*

[Signature]

Witness signature

E. GRANT TAGGAS
Print name of witness

[Signature]

Witness signature

TRACY LYNN PETRIE
Print name of witness

[Signature]

Witness signature

Alvina Decker
Print name of witness

[Signature]

Witness signature

Lynn Priest
Print name of witness

[Signature]

Witness signature

Lynn Priest
Print name of witness

Island Park Condominium Owners Association, Inc.

[Signature]

By: Marilyn Stawecki, President

By: Marilyn Stawecki, President

[Signature]

Attest: Troy Gager, Secretary

Attest: Troy Gager, Secretary

PROVINCE
~~STATE~~ OF ONTARIO
COUNTY OF MIDDLESEX *[Signature]*

PK
PK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of ~~August~~ ^{September} 2021 by Marilyn Stawecki, as President, of Island Park Condominium Owners Association, Inc., on behalf of the Association. The above-named person is personally known to me or has produced Driver's License (Ontario Canada) as identification. If no type of identification is indicated the above-named person is personally known to me.

[Signature]

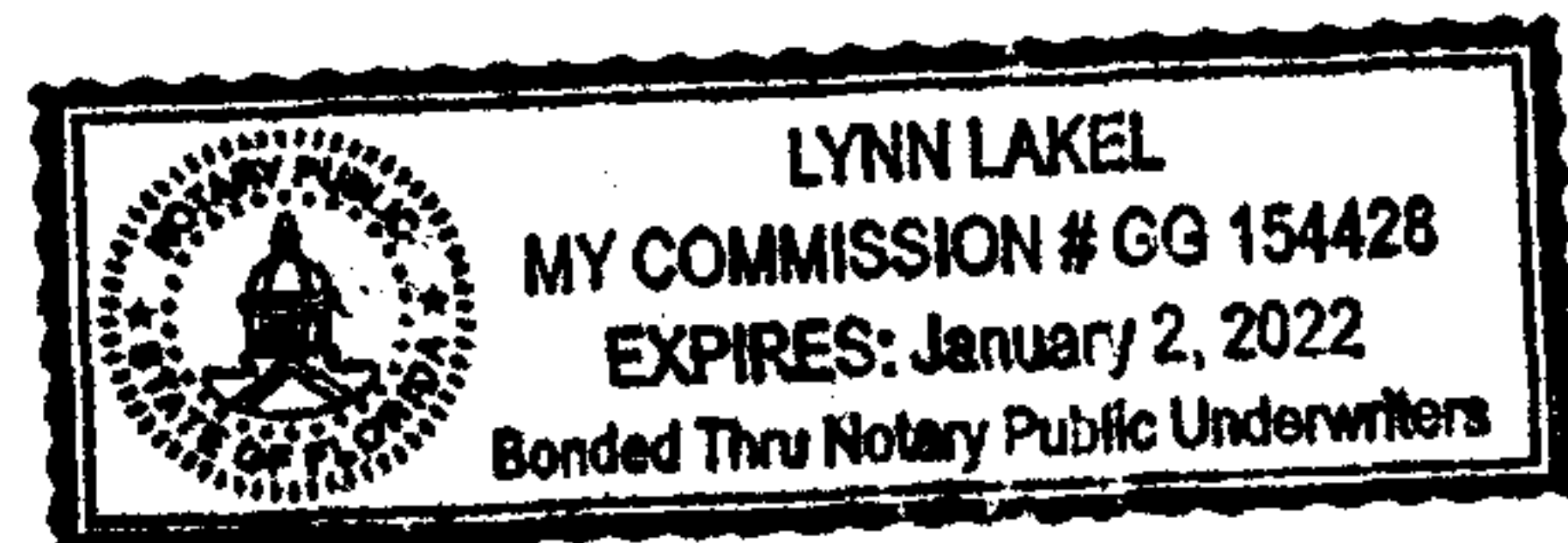
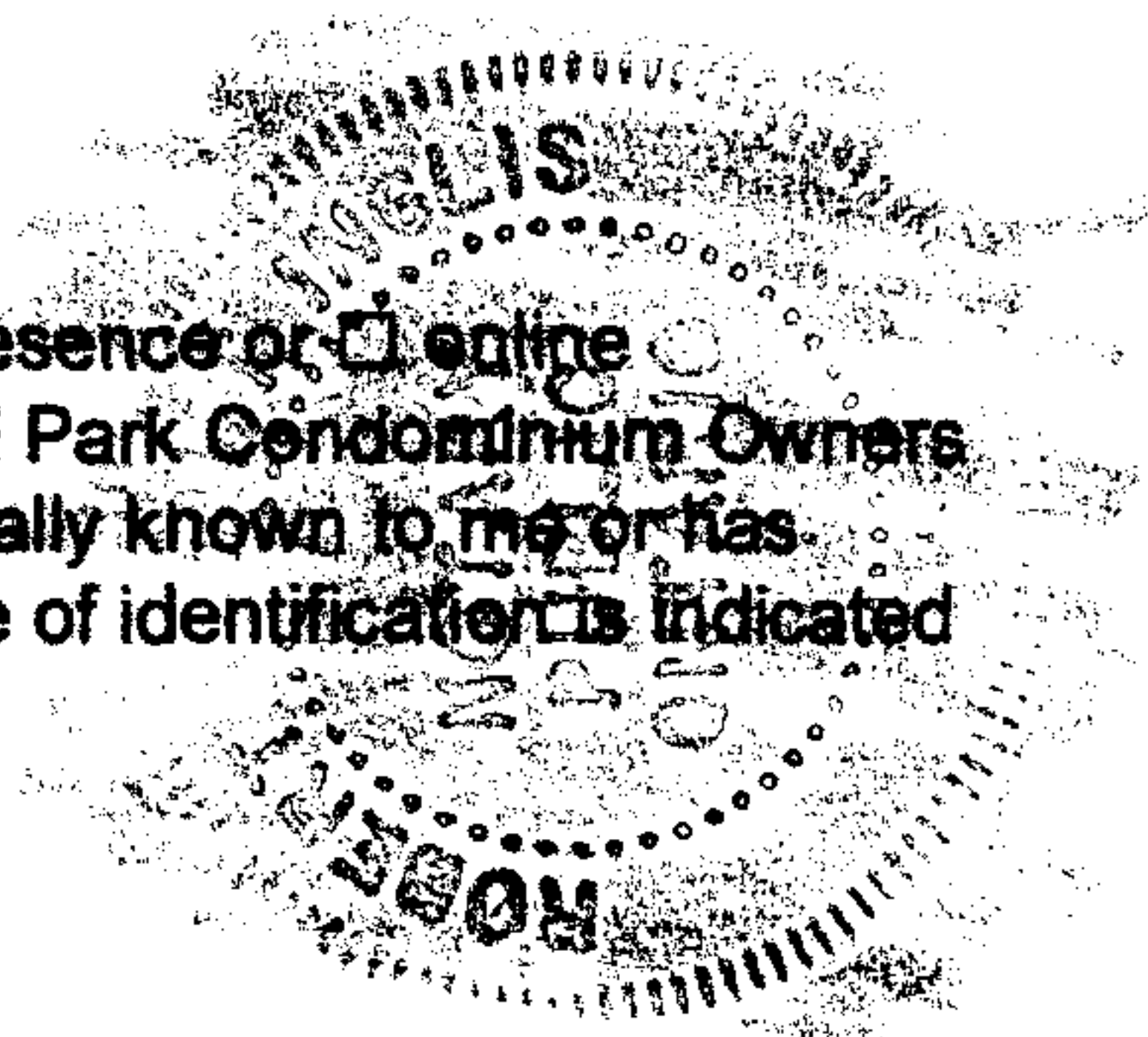
Notary Public

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of August 2021 by Troy Gager, as Secretary of Island Park Condominium Owners Association, Inc., on behalf of the Association. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated the above-named person is personally known to me.

[Signature]

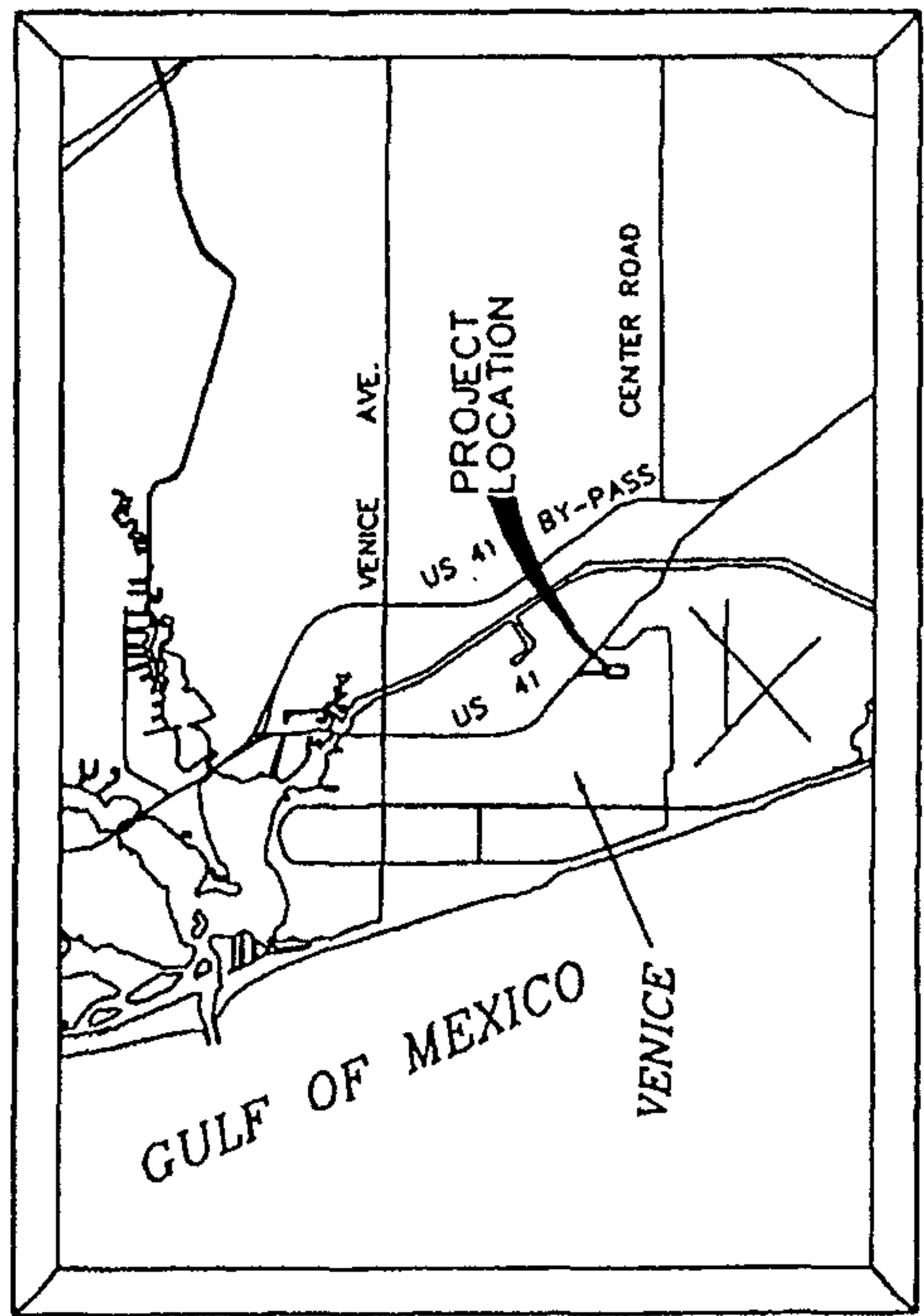
Notary Public



ISLAND PARK CONDOMINIUMS

A CONDOMINIUM
 LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST
 CITY OF VENICE, SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK **33** PAGE **21**
 SHEET **1** OF **4** SHEETS **2-C**
 FILED IN THE Description of Condominium in O.R. Book
 Page of the Public Record of Sarasota County, Florida
 OFFICIAL INSTRUMENT
 Number 2005126469



LOCATION MAP
 N.T.S.

PROPERTY HEIGHTS ARE WITH 1000 2004 "C"
 MINIMUM FLOOR ELEVATION REQUIRED 1/4"
 AS PER F.I.R.M. PANEL #00000, DATED 05/18/97

ELEVATIONS ARE BASED ON A D.I.C. # C.S.
 (N.C.U.D. 1878) #752. ELEVATIONS ARE 16.4 FEET
 ABOVE MEAN SEA LEVEL. ELEVATIONS ARE LIMITED
 AT THE SOUTH BY A LINE OF APPROXIMATELY 1000 AND THE
 CENTERLINE OF ALONDA DEL CINCO EXTENDED.

DESCRIPTION OF PHASE I ISLAND PARK CONDOMINIUMS

A Parcel of land lying in Section 18, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the SW corner of the Southeast 1/4 of said Section 18, thence N 89°48' E, along the South line of said Section 18, 504.60 feet; thence N 0°06' E, 998.40 feet; thence S 89°54' E, 25.00 feet; thence N 0°03' W, 25.00 feet; thence N 0°00'49" W along the East Right-of-Way of Cooper St. (50 feet Right-of-Way), 148.22 feet; for a Point of Beginning; thence N 0°00'49" W, along the East Right-of-Way of Cooper St., 453.87 feet; thence N 89°54'43" E, 135.59 feet; thence S 0°13'00" E, 23.72 feet; thence East, 174.72 feet; thence South, 333.07 feet; thence S 89°52'12" E, 110.00 feet; thence South, 98.00 feet; thence S 89°52'12" E, 200.29 feet to Point of Beginning. Phase I contains 138,903 square feet, more or less.

DESCRIPTION OF PHASE II ISLAND PARK CONDOMINIUMS

A Parcel of land lying in Section 18, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the SW corner of the Southeast 1/4 of said Section 18, thence N 89°48' E, along the South line of said Section 18, 504.60 feet; thence N 0°06' E, 998.40 feet; thence S 89°54' E, 25.00 feet; thence N 0°03' W, 25.00 feet; for a Point of Beginning; thence N 0°00'49" W, along the East Right-of-Way of Cooper St. (50 feet Right-of-Way), 148.22 feet; thence S 89°52'12" E, 200.29 feet; thence South, 98.00 feet; thence S 89°52'12" E, 110.00 feet; thence South, 246.21 feet; thence N 89°52'12" W, along the North Right-of-Way of Field Ave. (50 feet Right-of-Way), 310.26 feet, to Point of Beginning. Phase II contains 36,762 square feet, more or less.

OVERALL DESCRIPTION: ISLAND PARK CONDOMINIUMS

A Parcel of land lying in Section 18, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the SW corner of the Southeast 1/4 of said Section 18, thence N 89°48' E, along the South line of said Section 18, 504.60 feet; thence N 0°06' E, 998.40 feet; thence S 89°54' E, 25.00 feet; thence N 0°03' W, 25.00 feet; for a Point of Beginning; thence N 0°00'49" W, along the East Right-of-Way of Cooper St. (50 feet Right-of-Way), 602.09 feet; thence N 89°54'43" E, 135.59 feet; thence S 0°13'00" E, 23.72 feet; thence East, 174.72 feet; thence South, 378.28 feet; thence N 89°52'12" W, along the North Right-of-Way of Field Ave. (50 feet Right-of-Way), 310.26 feet, to Point of Beginning.

DESCRIPTION OF 50 FOOT INGRESS AND EGRESS EASEMENT

A 50 foot wide easement for ingress & egress lying in Section 18, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the SW corner of the Southeast 1/4 of said Section 18, thence N 89°48'00"E, along the South line of said Section 18, 504.6 feet; thence N 0°06'00"E, 998.4 feet; thence S 89°54'00"E, 25.0 feet; thence N 0°03'00"W, 25.0 feet, to the north right-of-way line of Field Avenue (50 public R/W); thence S 89°54'00"E, along said north right-of-way of Field Avenue, a distance of 309.83 feet, for a Point of Beginning; thence North, 632.45 feet; thence N 0°26'18"E, 122.91 feet; thence S 89°39'47"E, 303.55 feet; thence S 0°26'18"W, 128.84 feet; thence South, 648.86 feet, to the North right-of-way line of said Field Avenue; thence West, along said North right-of-way line, a distance of 50.00 feet, to Point of Beginning.

Easement contains 38,775 square feet, more or less.


Shroyer Surveying & Mapping, Inc.

 783 Sherman Boulevard
 Venice, Florida 33593
 Phone: (813) 486-3468
 Fax: (813) 486-3471
 E-mail address - shroyer@shroyerandmapping.com

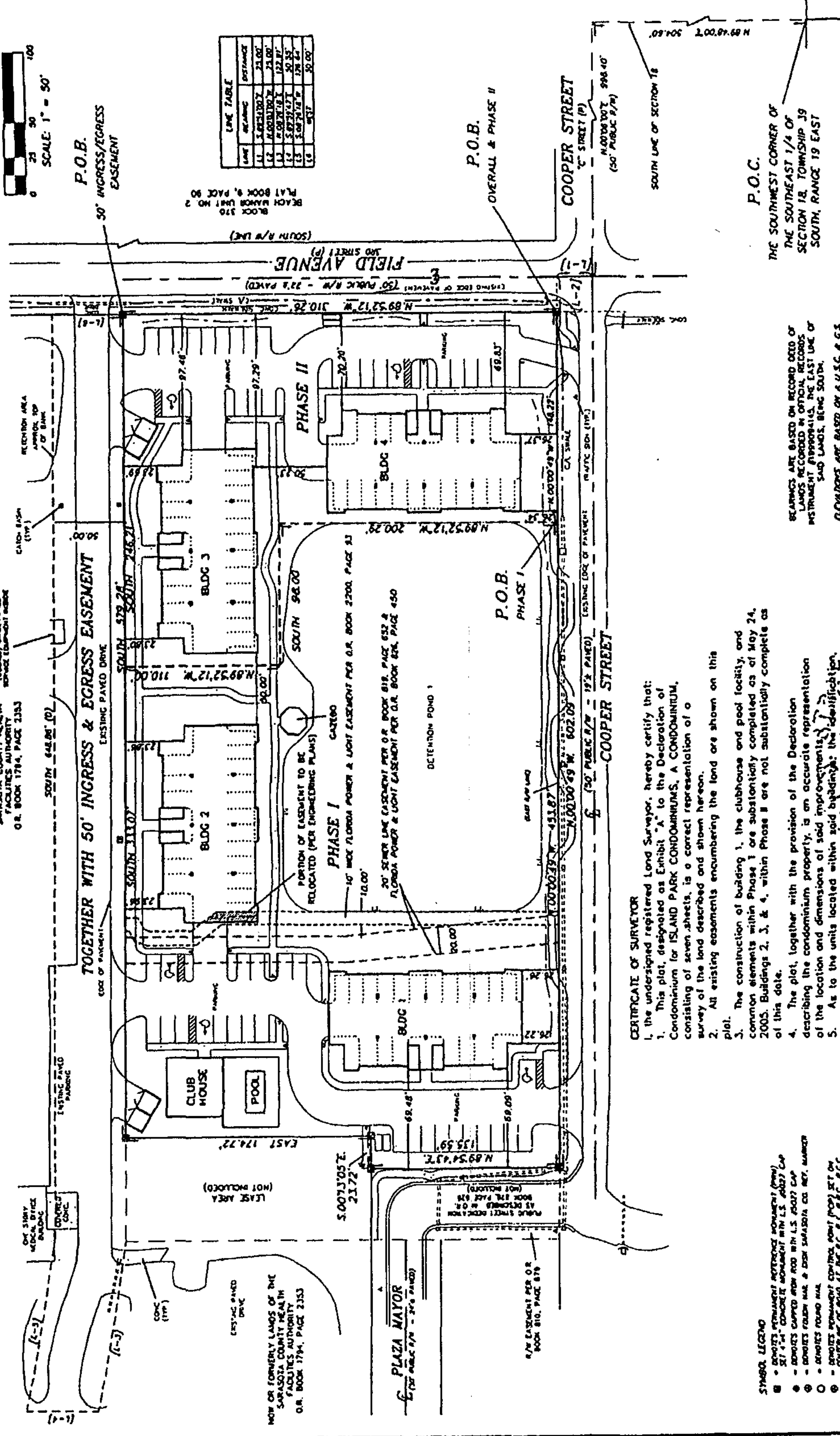
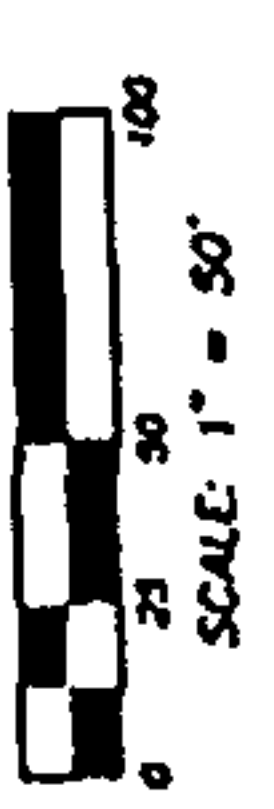
EXHIBIT 'A'

EXHIBIT "A" to the Declaration of Condominium in O.R. Book Page of the Public Records of Sarasota County, Florida

ISLAND PARK CONDOMINIUMS

A CONDOMINIUM
LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA COUNTY, FLORIDA

NOW OR FORMERLY LANDS OF THE SARASOTA COUNTY HEALTH FACILITIES AUTHORITY
O.R. BOOK 1784, PAGE 2353



CERTIFICATE OF SURVEYOR

I, the undersigned registered Land Surveyor, hereby certify that:

- This plat, designated as Exhibit "A" to the Declaration of Condominium for ISLAND PARK CONDOMINIUMS, A CONDOMINIUM, consisting of seven sheets, is a correct representation of a survey of the land described and shown hereon.
- All existing easements encumbering the land are shown on this plat.
- The construction of building 1, the clubhouse and pool facility, and common elements within Phase I are substantially completed as of May 24, 2005. Buildings 2, 3, & 4, within Phase II are not substantially complete as of this date.
- The plat, together with the provision of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said improvements.
- As to the units located within said buildings, the identification, locations and dimensions of the common elements of each unit can be determined from the plat, together with the Declaration.
- All planned improvements including, but not limited to, landscaping, utility services and/or access roads, and common element facilities serving building 1, in which said units are located have been completed. Phase II is not complete at this time.

STRAYER SURVEYING & MAPPING, INC.
Licensed Surveyor, Business No. 9679
Robert B. Strayer, Jr.
Florida Surveyor's Certificate No. 3807
DATE: 5/25/05

- SYMBOL LEGEND
- DENOTES PERMANENT SURVEY MONUMENT (NATURAL OR ARTIFICIAL)
 - DENOTES CORNER MARK WITH U.S. FOOT/CM CAP
 - DENOTES CORNER MARK WITH 2\"/>

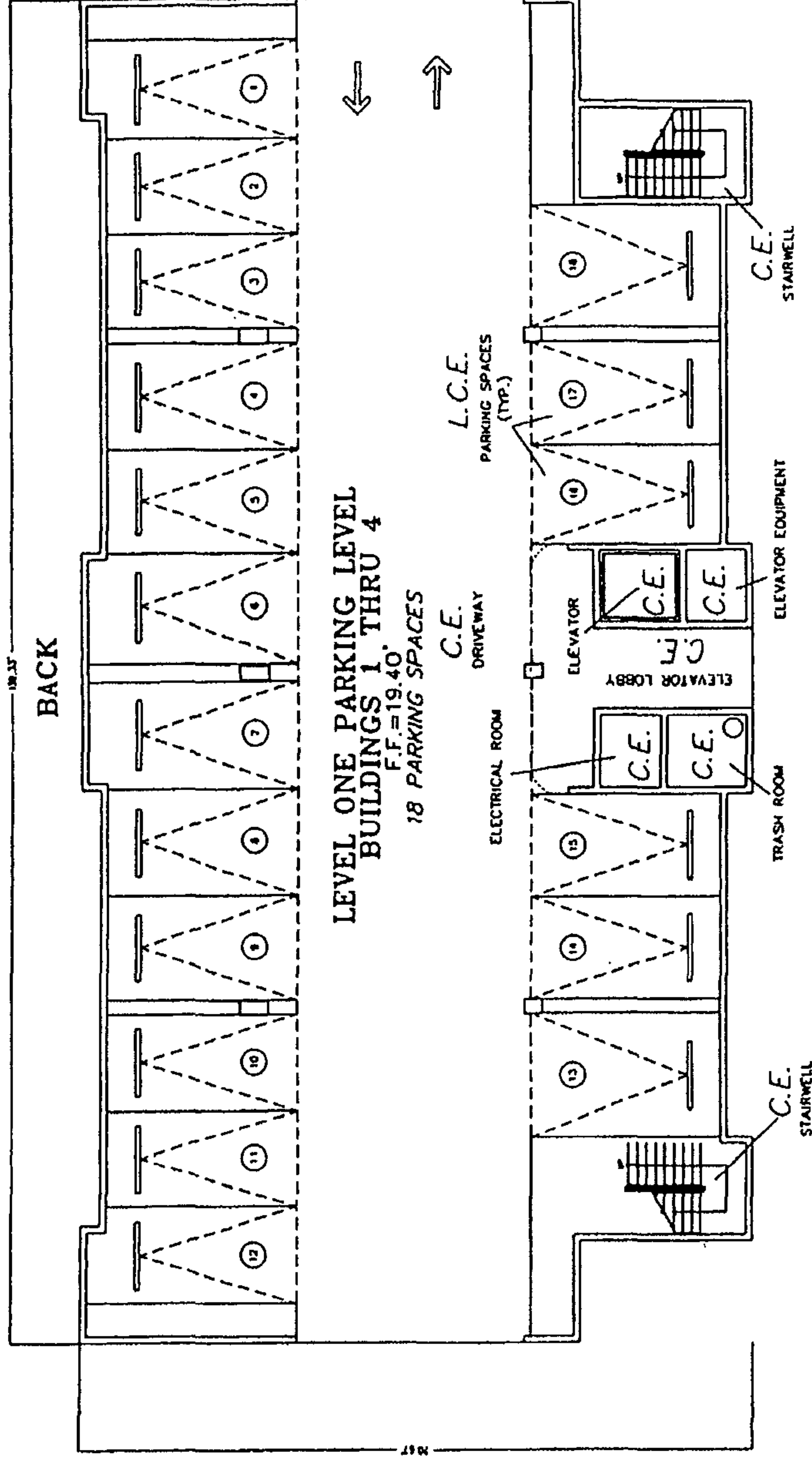
REMARKS ARE BASED ON RECORD DEEDS OF LANDS RECORDED IN OFFICIAL RECORDS INSTRUMENT APPROPRIATE TO THE EAST LINE OF SAID LANDS, BEING SOUTH.

ELEVATIONS ARE BASED ON A U.S.C. & G.S. CORNER MARK LOCATED AT THE CENTERLINE OF AVENUE DR. DRACO, EXTENDED.

PROPERTY HEREON LIES WITHIN FLOOD ZONE "X" ANNUAL FLOOD ELEVATION REQUIRED 5'1/2\"/>

Strayer Surveying & Mapping, Inc.
763 Shoreside Boulevard
Venice, Florida 34293
Tel: (941) 887-8100
Fax: (941) 887-3471
e-mail address - strayer@strayermapping.com

ISLAND PARK CONDOMINIUMS
A CONDOMINIUM
LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA COUNTY, FLORIDA



LEVEL ONE PARKING LEVEL
BUILDINGS 1 THRU 4
F.F. = 19.40
18 PARKING SPACES

NOTE:
ARCHITECTURAL DRAWINGS WERE PROVIDED BY
WATERFORD HOMES DATED 6-27-03.
REFER TO THE FULL SET OF ARCHITECTURAL DRAWINGS
FOR INDIVIDUAL UNIT DIMENSIONS AND LAYOUT.

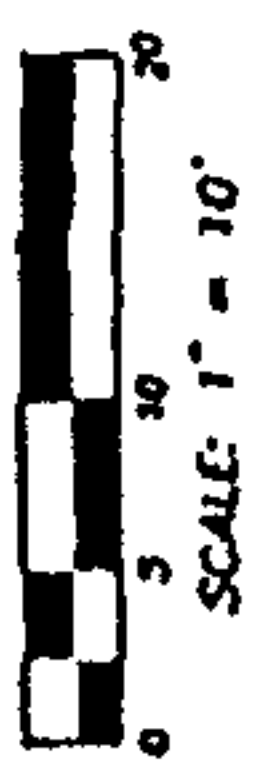
LEGEND:
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT

Shroyer Surveying & Mapping, Inc.
743 Shroyer Building 335 Tomlinson
Venice, Florida 33593 Fort Orange, Florida 32133
(941) 499-8400 (941) 424-8800
Fax (941) 497-4108 Fax (941) 624-3471
e-mail address - shroyer@shroyerandmapping.com

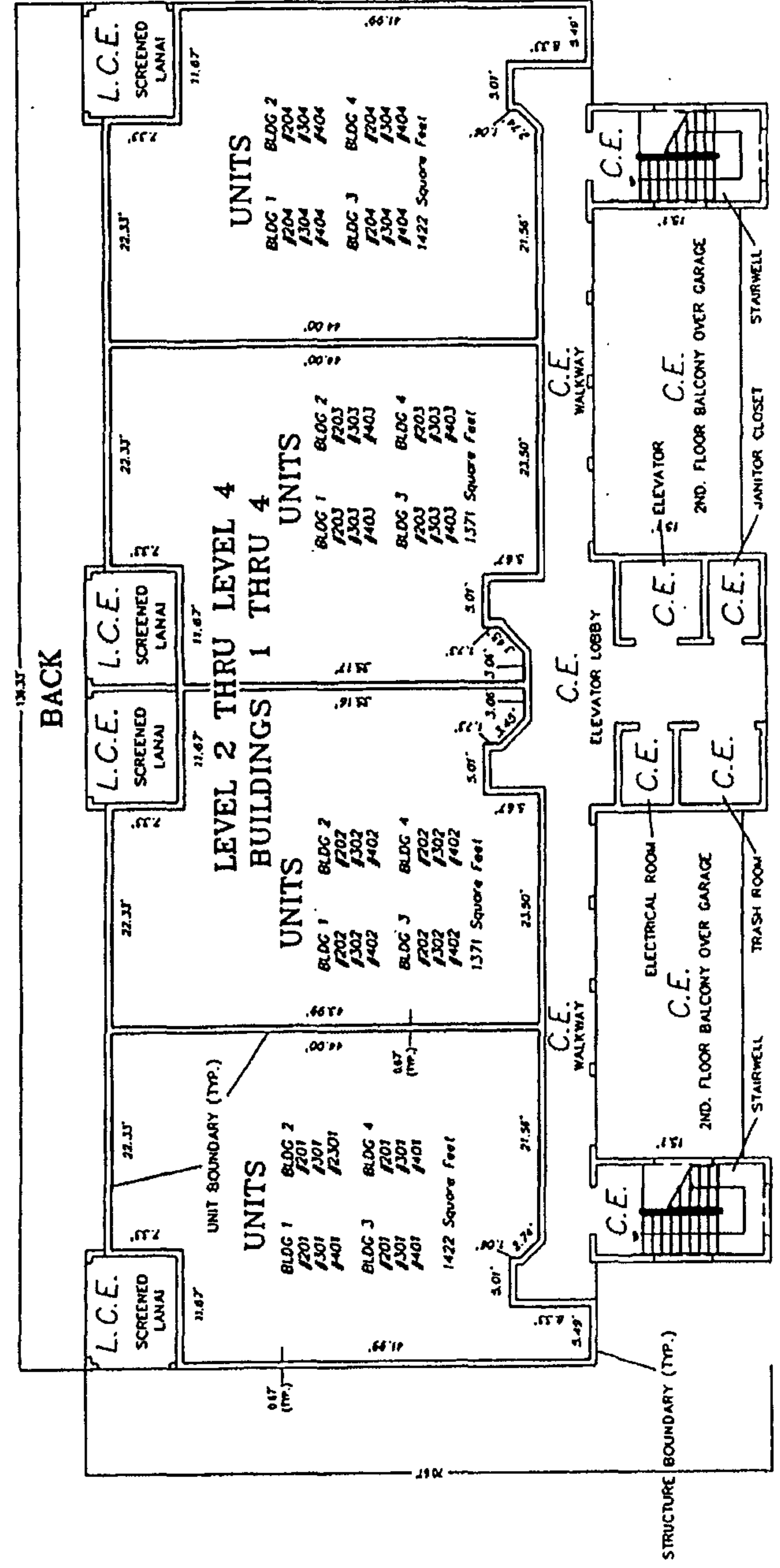
- SURVEYOR'S NOTES:**
- (1) EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT BOUNDARIES. EACH UNIT SHALL INCLUDE THE FOLLOWING BOUNDARIES:
 - (A) UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE AND THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE UNIT.
 - (B) LATERAL BOUNDARIES: THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE UNIT.
 - (C) VERTICAL BOUNDARIES: THE VERTICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE UNIT BOUNDING THE UNIT AND THE VERTICAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE UNIT BOUNDING THE UNIT.
 - (2) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (3) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (4) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (5) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (6) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (7) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (8) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (9) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (10) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (11) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (12) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (13) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (14) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (15) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (16) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (17) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (18) UNITS SHALL INCLUDE THE FOLLOWING:
 - (A) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (B) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (C) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.
 - (D) ALL INTERIOR SURFACES OF THE UNIT INCLUDING WALLS, CEILING, FLOOR, AND PARTITION WALLS.

ISLAND PARK CONDOMINIUMS

A CONDOMINIUM
LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA COUNTY, FLORIDA



FINISH FLOOR ELEVATIONS FOR BUILDINGS 1 THRU 4
LEVEL 2 F.F. = 30.40'
LEVEL 3 F.F. = 40.56'
LEVEL 4 F.F. = 50.72'



NOTE:
ARCHITECTURAL DRAWINGS WERE PROVIDED BY WATERFORD HOMES DATED 6-27-03.
REFER TO THE FULL SET OF ARCHITECTURAL DRAWINGS FOR INDIVIDUAL INTERNAL UNIT DIMENSIONS AND LAYOUT.

LEGEND:
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT

Hayes Surveying & Mapping, Inc.
743 Shoppack Boulevard
Venice, Florida 33593
Tel: (813) 687-8186 Fax: (813) 624-4800
e-mail address - stroyer@hayesurveying.com

- SUMMARY NOTES:**
EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT SHALL BE THE FOLLOWING BOUNDARIES:
(1) **UPPER AND LOWER BOUNDARIES:** THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE UNIT AND THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE UNIT.
(2) **WALLS AND PARTITIONS:** THE WALLS AND PARTITIONS OF THE UNIT SHALL BE THE UNFINISHED SURFACE OF THE WALLS AND PARTITIONS.
(3) **CEILING:** THE CEILING OF THE UNIT SHALL BE THE UNFINISHED SURFACE OF THE CEILING.
(4) **FLOOR:** THE FLOOR OF THE UNIT SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
(5) **STAIRWAYS AND ELEVATORS:** THE STAIRWAYS AND ELEVATORS OF THE UNIT SHALL BE THE UNFINISHED SURFACE OF THE STAIRWAYS AND ELEVATORS.
(6) **COMMON ELEMENTS:** COMMON ELEMENTS SHALL BE THE UNFINISHED SURFACE OF THE COMMON ELEMENTS.
(7) **SCREENED LANAIS:** SCREENED LANAIS SHALL BE THE UNFINISHED SURFACE OF THE SCREENED LANAIS.
(8) **ELECTRICAL ROOMS:** ELECTRICAL ROOMS SHALL BE THE UNFINISHED SURFACE OF THE ELECTRICAL ROOMS.
(9) **TRASH ROOMS:** TRASH ROOMS SHALL BE THE UNFINISHED SURFACE OF THE TRASH ROOMS.
(10) **2ND FLOOR BALCONY OVER GARAGE:** 2ND FLOOR BALCONY OVER GARAGE SHALL BE THE UNFINISHED SURFACE OF THE 2ND FLOOR BALCONY OVER GARAGE.
(11) **STAIRWELL:** STAIRWELL SHALL BE THE UNFINISHED SURFACE OF THE STAIRWELL.
(12) **ELEVATOR LOBBY:** ELEVATOR LOBBY SHALL BE THE UNFINISHED SURFACE OF THE ELEVATOR LOBBY.
(13) **JANITOR CLOSET:** JANITOR CLOSET SHALL BE THE UNFINISHED SURFACE OF THE JANITOR CLOSET.
(14) **SCREENED LANAI:** SCREENED LANAI SHALL BE THE UNFINISHED SURFACE OF THE SCREENED LANAI.
(15) **SCREENED LANAI:** SCREENED LANAI SHALL BE THE UNFINISHED SURFACE OF THE SCREENED LANAI.

STRAYER SURVEYING & MAPPING, INC.

CERTIFICATE OF SURVEYOR

I, the undersigned Registered Surveyor & Mapper, hereby certify as follows:

1. This certificate is made with respect to the following Condominium: "ISLAND PARK CONDOMINIUMS" A CONDOMINIUM, as per the plat recorded in Condominium Plat Book 38, Pages 2-2C, Public records of Sarasota County, Florida. This Certificate involves Units 201, 301, 401; 202, 302, 402; 203, 303, 403; 204, 304, 404; within said Condominium, Building 2, Phase 1.
2. The construction of the improvements within said Condominium pertaining to the respective Units is substantially complete.
3. The plat (as amended by the pages attached hereto, if applicable) together with the provisions of the Declaration describing the Condominium property, recorded in official record instrument number 2005126469 of the public records of Sarasota County, Florida, is an accurate representation of the locations and dimensions of Building 2 and Units therein.
4. The identification, location and dimensions of the common elements and of each Unit can be determined from the plat, as hereby amended, and the provisions of said Declaration.
5. All planned improvements, including, but not limited to, landscaping, utility services and access to said Units, and the common element facilities serving the Units, and the Building in which the Units are located, have been substantially completed.
6. Sheet 3 of 4, Page 2-B, of the Recorded Plat of "Island Park Condominiums" A Condominium, as per the plat recorded in Condominium Plat Book 38, Pages 2-2C, Public records of Sarasota County, Florida, has been modified to indicate the trash and electrical rooms and handicapped parking area adjustments. Sheet 4 of 4, Page 2-C, of said Plat, has been modified to revise Unit dimensions and trash and electrical room locations. The modified pages are attached hereto.

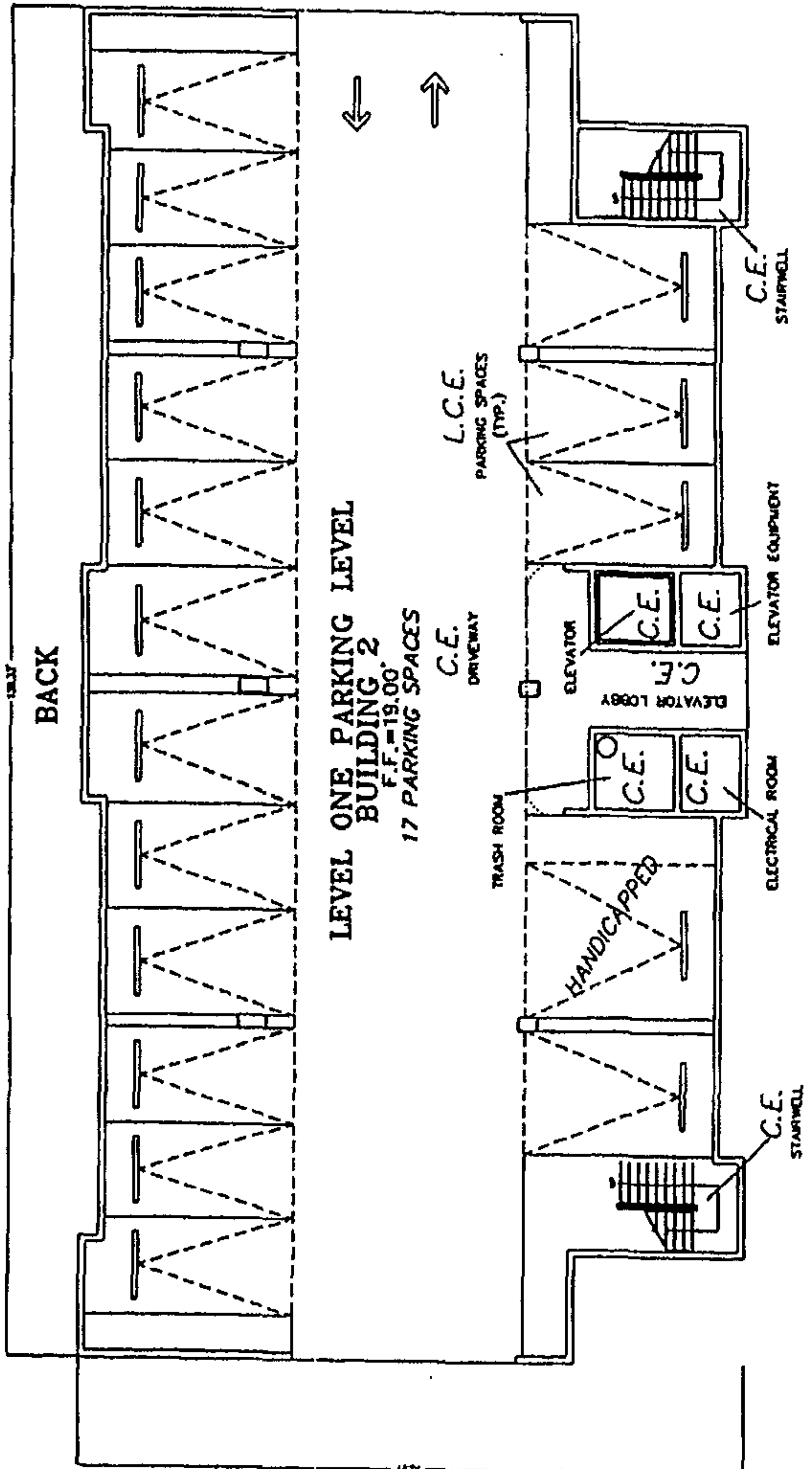
Strayer Surveying & Mapping, Inc.
Licensed Surveyor Business No. 6639


Robert B. Strayer, Jr.
FL Surveyor Certificate No. 5027

Strayer Surveying & Mapping, Inc.
763 Shamrock Blvd.
Venice, FL 34293
Ph. (941) 497-1290

Date: 02/21/06
Page 1 of 3

ISLAND PARK CONDOMINIUMS
A CONDOMINIUM
Lying in Section 16, Township 39 South, Range 19 East
City of Venice, Sarasota County, Florida



REDUCED COPY

NOTE:
ARCHITECTURAL DRAWINGS WERE PROVIDED BY
WATERFORD HOMES DATED 6-27-03.
REFER TO THE FULL SET OF ARCHITECTURAL DRAWINGS
FOR INDIVIDUAL INTERNAL UNIT DIMENSIONS AND LAYOUT.

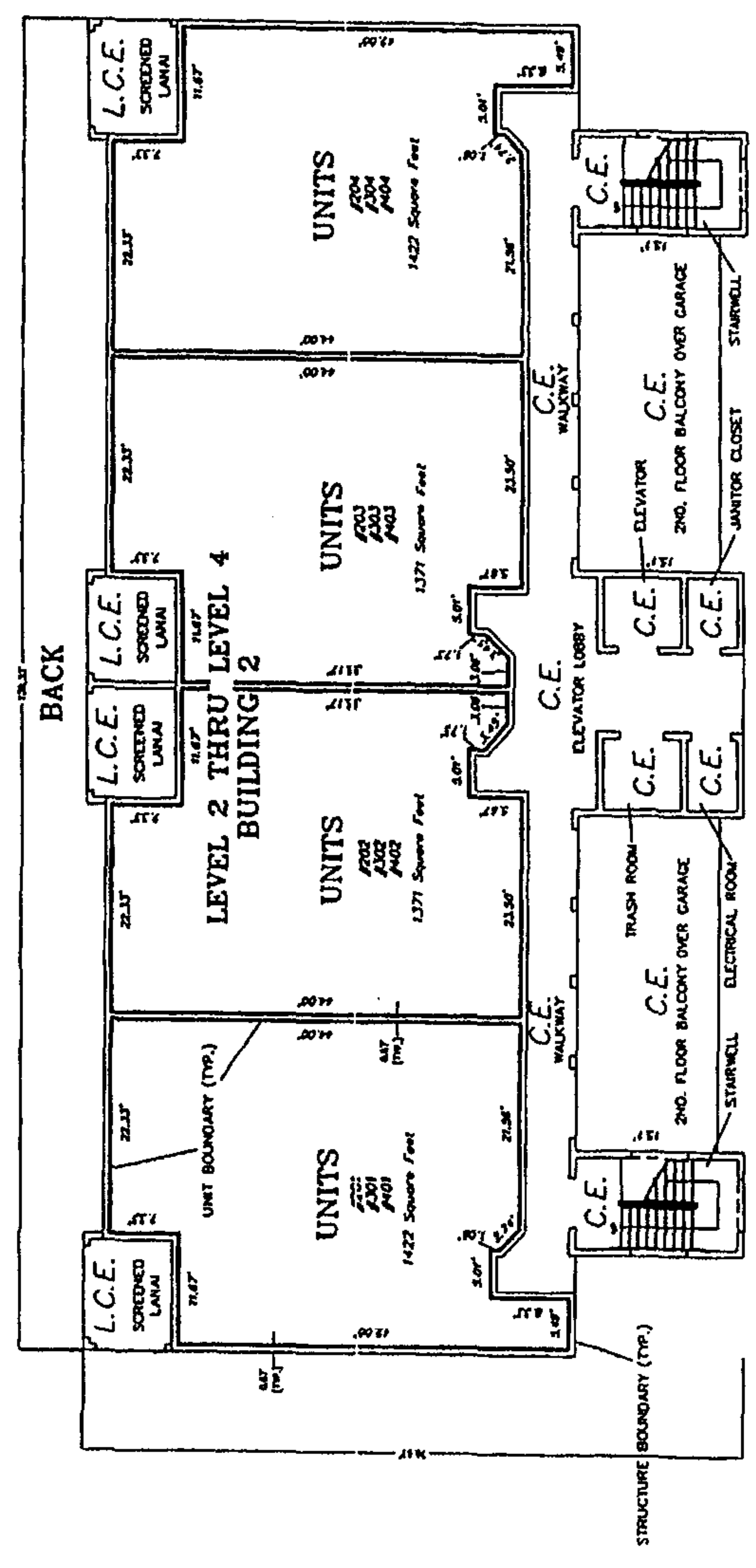
LEGEND:
L.C.E. = UNITED COMMONY ELEMENT
C.E. = COMMONY ELEMENT

Shayer Surveying & Mapping, Inc.
243 Shaverwood Parkway, Suite 200
Venice, Florida 33593
Phone: (813) 937-1118 Fax: (813) 937-1119
e-mail address: shayer@shayermapping.com

RECORDERS MEMO: Legibility of writing, typing or
printing for reproductive purpose may be unsatisfactory
in this document when received.

- 17) NO PARTS OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
- 18) THIS DRAWING IS THE PROPERTY OF SHAYER SURVEYING & MAPPING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SHAYER SURVEYING & MAPPING, INC.
- 19) THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS AND DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.
- 20) THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS AND DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.
- 21) THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS AND DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.
- 22) THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS AND DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.
- 23) THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS AND DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.
- 24) THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS AND DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

ISLAND PARK CONDOMINIUMS
A CONDOMINIUM
17900 IN SECTION 16, TOWNSHIP 39 SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA COUNTY, FLORIDA



FINISH FLOOR ELEVATIONS FOR BUILDINGS 1 THRU 4
LEVEL 2
F.F. = 30.40'
LEVEL 3
F.F. = 40.56'
LEVEL 4
F.F. = 50.72'

FRONT

BACK

- STRUCTURE NOTES:**
- UNIT BOUNDARY (TYP.)
 - STRUCTURE BOUNDARY (TYP.)
 - SCREENED LANAI
 - ELEVATOR LOBBY
 - TRASH ROOM
 - ELECTRICAL ROOM
 - 2ND FLOOR BALCONY OVER GARAGE
 - STAIRWELL
 - JANITOR CLOSET
 - 2ND FLOOR BALCONY OVER GARAGE
 - ELEVATOR
 - UNIT 201 (1422 Square Feet)
 - UNIT 202 (1371 Square Feet)
 - UNIT 203 (1422 Square Feet)

RECORDERS MEMO: Legibility of printing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

NOTE:
ARCHITECTURAL DRAWINGS WERE PROVIDED BY WATERFORD HOMES DATED 6-27-03. REFER TO THE FULL SET OF ARCHITECTURAL DRAWINGS FOR INDIVIDUAL UNIT DIMENSIONS AND LAYOUT.

- UNIT 201: THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE UNIT AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- UNIT 202: THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE UNIT AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- UNIT 203: THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE UNIT AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- SCREENED LANAI: THE SCREENED LANAI SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- ELEVATOR LOBBY: THE ELEVATOR LOBBY SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- TRASH ROOM: THE TRASH ROOM SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- ELECTRICAL ROOM: THE ELECTRICAL ROOM SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- 2ND FLOOR BALCONY OVER GARAGE: THE 2ND FLOOR BALCONY OVER GARAGE SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- STAIRWELL: THE STAIRWELL SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- JANITOR CLOSET: THE JANITOR CLOSET SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- 2ND FLOOR BALCONY OVER GARAGE: THE 2ND FLOOR BALCONY OVER GARAGE SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.
- ELEVATOR: THE ELEVATOR SHALL BE MAINTAINED BY THE UNIT OWNER AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON ELEMENTS OF THE UNIT.

LEGEND:
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT

Shayer Surveying & Mapping, Inc.
243 Shaver Road
Venice, Florida 33593
(813) 988-8444 Fax (813) 988-8444
www.shayer.com

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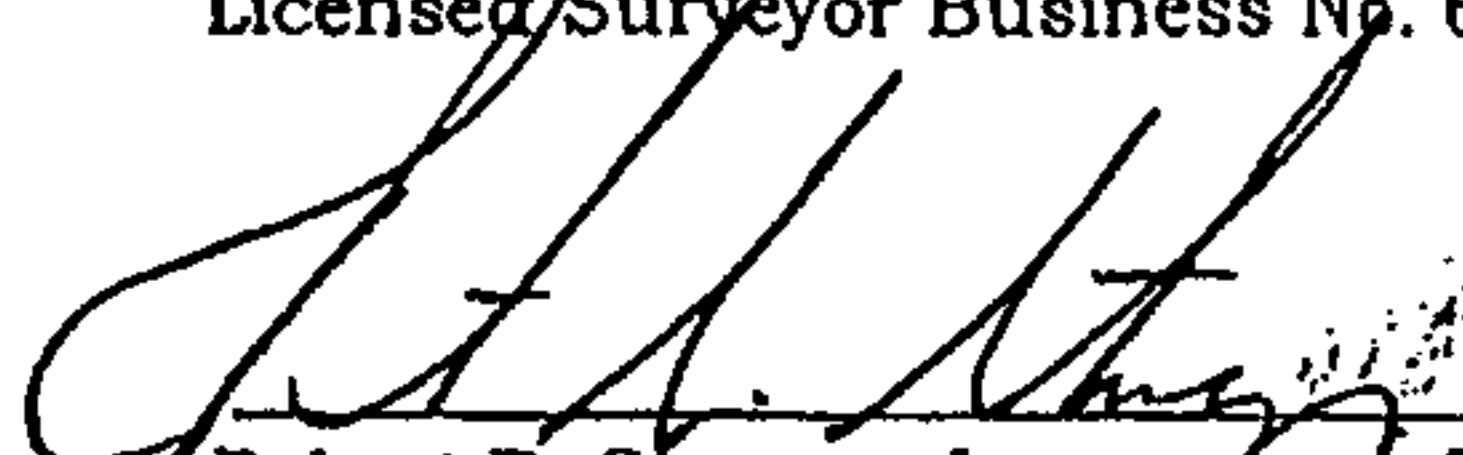
STRAYER SURVEYING & MAPPING, INC.

CERTIFICATE OF SURVEYOR

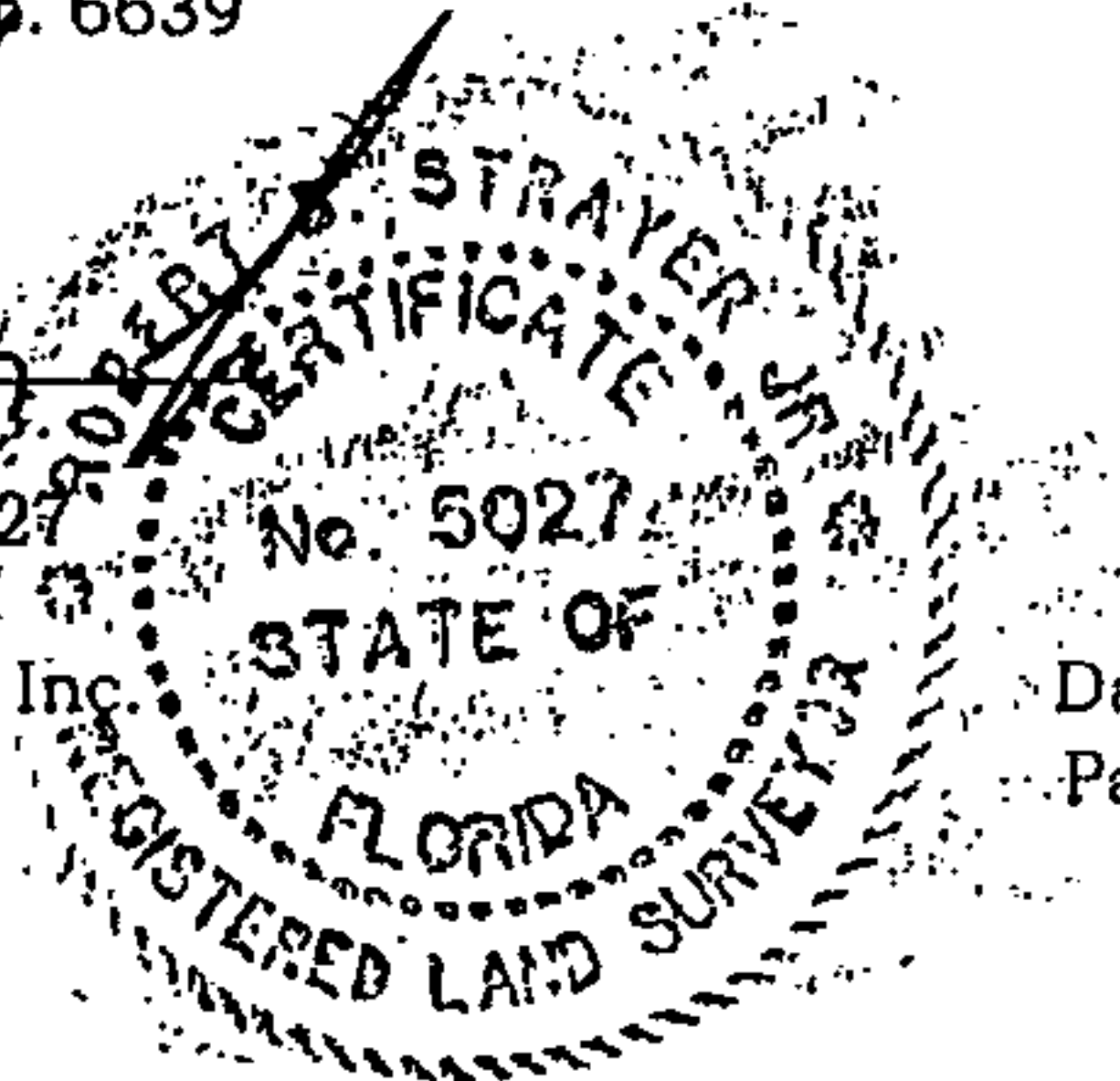
I, the undersigned Registered Surveyor & Mapper, hereby certify as follows:

1. This certificate is made with respect to the following Condominium: "ISLAND PARK CONDOMINIUMS" A CONDOMINIUM, as per the plat recorded in Condominium Plat Book 38, Pages 2-2C, Public records of Sarasota County, Florida. This Certificate involves Units 201, 301, 401; 202, 302, 402; 203, 303, 403; 204, 304, 404; within said Condominium, Building 3, Phase 2.
2. The construction of the improvements within said Condominium pertaining to the respective Units is substantially complete.
3. The plat (as amended by the pages attached hereto, if applicable) together with the provisions of the Declaration describing the Condominium property, recorded in official record instrument number 2005126469 of the public records of Sarasota County, Florida, is an accurate representation of the locations and dimensions of Building 3 and Units therein.
4. The identification, location and dimensions of the common elements and of each Unit can be determined from the plat, as hereby amended, and the provisions of said Declaration.
5. All planned improvements, including, but not limited to, landscaping, utility services and access to said Units, and the common element facilities serving the Units, and the Building in which the Units are located, have been substantially completed.
6. Sheet 2 of 4, Page 2-A, of the Recorded Plat of "Island Park Condominiums" A Condominium, as per the plat recorded in Condominium Plat Book 38, Pages 2-2C, Public records of Sarasota County, Florida, has been modified to indicate the additional parking area and building sidewalk adjustments. Sheet 3 of 4, Page 2-B, of said Plat, has been modified to indicate the trash and electrical rooms and handicapped parking area adjustments. Sheet 4 of 4, Page 2-C, of said Plat, has been modified to revise Unit dimensions and trash and electrical room locations. The modified pages are attached hereto.

Strayer Surveying & Mapping, Inc.
Licensed Surveyor Business No. 6639


Robert B. Strayer, Jr.
FL Surveyor Certificate No. 5027

Strayer Surveying & Mapping, Inc.
763 Shamrock Blvd.
Venice, FL 34293
Ph. (941) 497-1290



Date: 04/11/06
Page 1 of 4

CONDOMINIUM BOOK 38 PAGE 2A
SHEET 2 OF 4 SHEETS

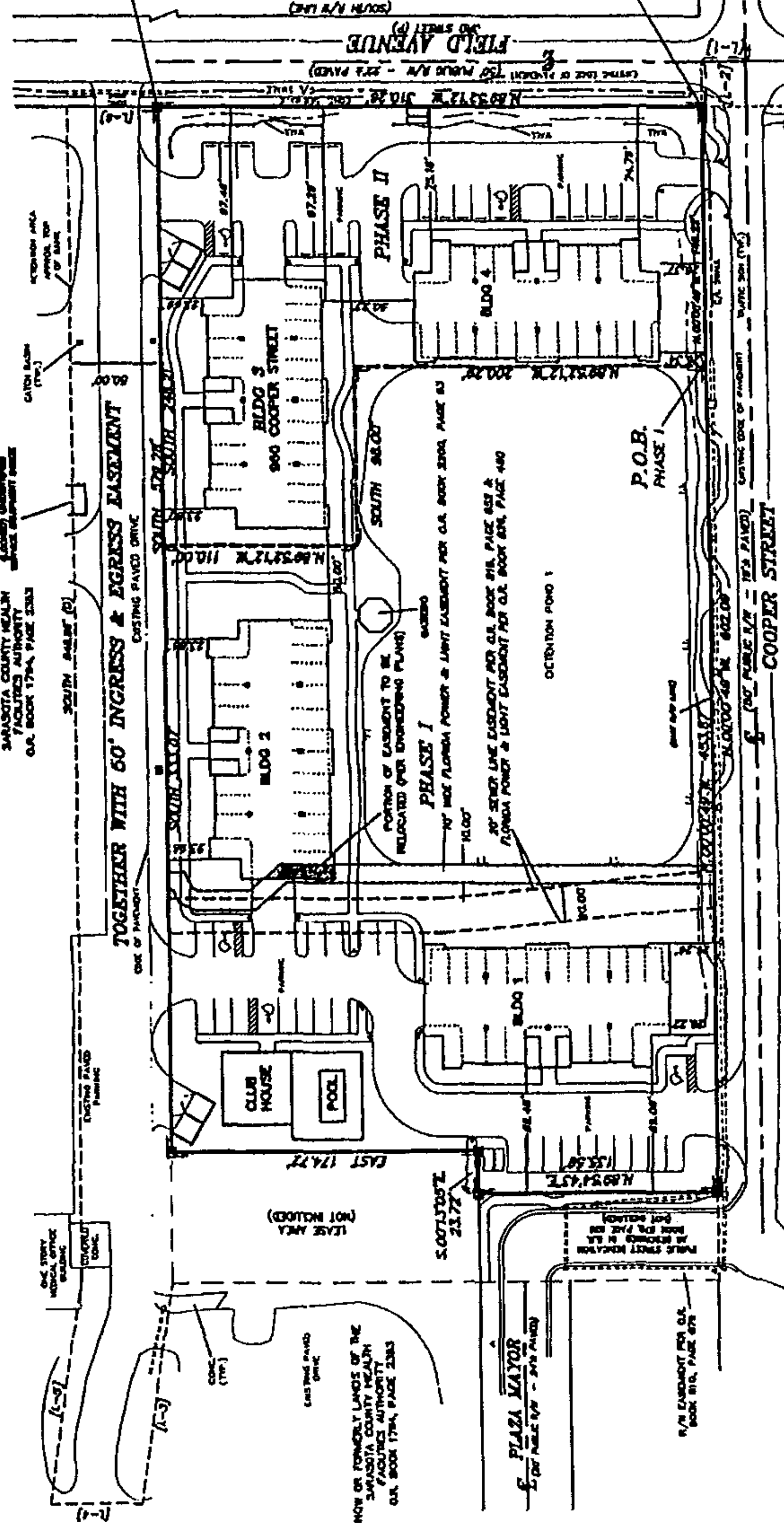
ISLAND PARK CONDOMINIUMS
A CONDOMINIUM
LYING IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA COUNTY, FLORIDA

CRIBET "A" is the Condominium in O.R.L. #2005126481
of the Public Records of Sarasota County, Florida



P.O.B.
50' INGRESS/EGRESS
EASEMENT

LINE	REMARKS	ADJUSTMENT	LENGTH	BEARING
1
2
3
4
5
6
7
8
9
10



P.O.C.
THE SOUTHWEST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 18, TOWNSHIP 19
SOUTH, RANGE 19 EAST

RECORDS ARE KEPT ON RECORD BOOKS OF
LANDS RECORDED IN THE EAST LAKES
OF SARASOTA COUNTY, FLORIDA.
RECORDS ARE KEPT ON A U.S.C. & G.S.
RECORD BOOK NO. 24233, PAGE 144, 145
(P.L.C. 1981), A COMPLETE RECORD OF THE
CONDOMINIUM OF ISLAND PARK CONDO.
PROPERTY REPRESENTED BY THESE PLANS WAS
AS PER PLANS FILED PREVIOUS TO 05/14/92

CERTIFICATE OF SURVEYOR
I, the undersigned registered Land Surveyor, hereby certify that:
1. This plat, designated as Exhibit "A" to the Declaration of
Condominium for ISLAND PARK CONDOMINIUMS, A Condominium,
consisting of seven sheets, is a correct representation of a
survey of the land described and shown hereon.
2. All existing easements encumbering the land are shown on this
plat.
3. The construction of building 1, the clubhouse and pool facility, and
common elements within Phase I, is substantially completed as of May 24,
2002. Buildings 2, 3, 4, 5, 6, 7, 8, 9, 10, within Phase II are not substantially complete as
of this date.
4. The plat, together with the provision of the Declaration
describing the condominium property, is an accurate representation
of the location and dimensions of said improvements.
5. As to the units located within said buildings, the identification,
locations and dimensions of the common elements and of each unit
can be determined from this plat and the provisions of said declaration.
6. All planned improvements, including, but not limited to,
subsequent utility service building 1 in which said units are located
have been completed. Phase II is not complete at this time.

STRAYER SURVEYING & MAPPING, INC.
Licensed Surveyor Business No. 6629

Robert B. Strayer, Jr.
Professional Seal No. 5027

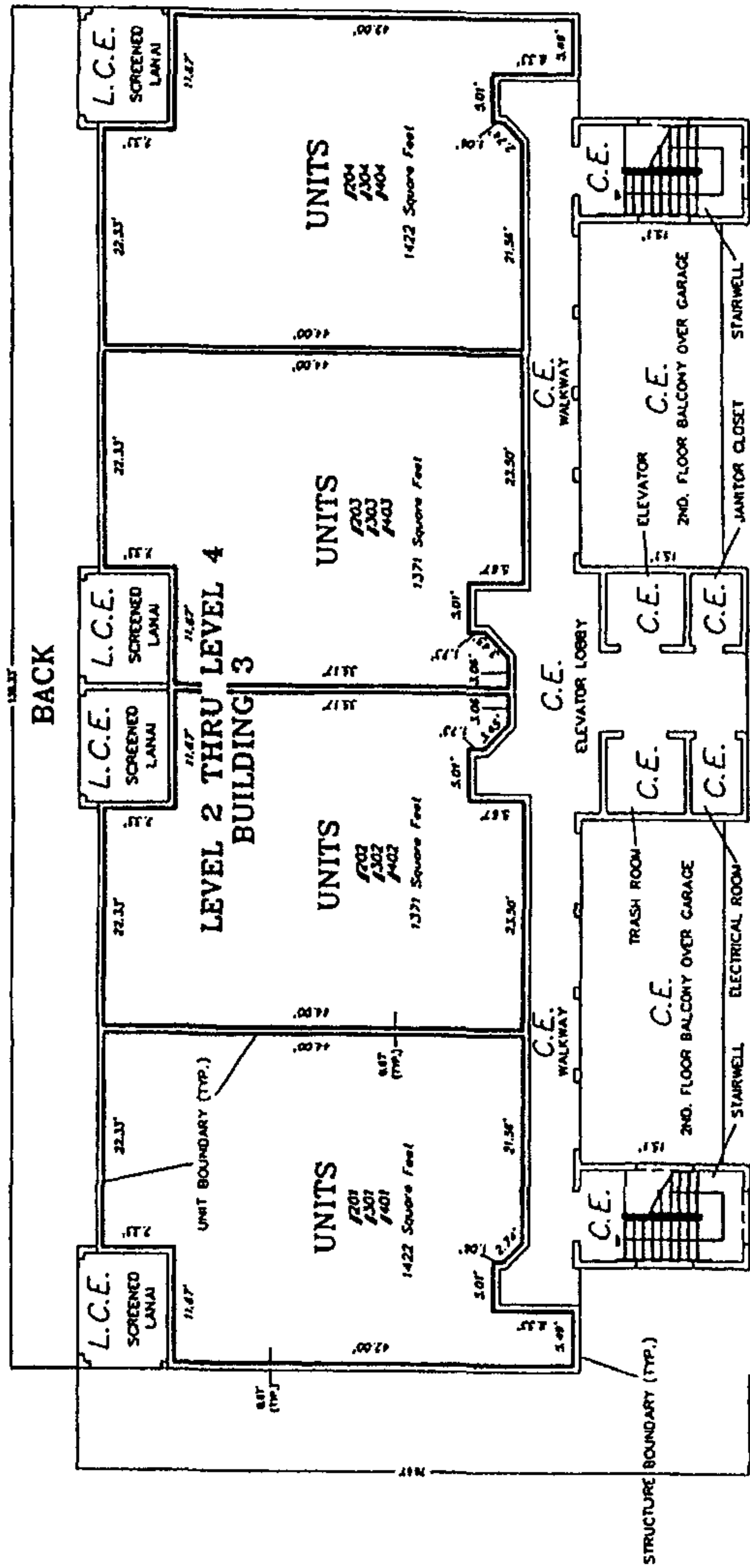
DATE: _____

- SYMBOL LEGEND**
- - PROPERTY CORNER, POINT
 - - POINT OF COMMENCEMENT
 - - POINT OF INTERSECTION
 - - POINT OF REFERENCE
 - - PROPERTY CORNER, POINT
 - - POINT OF COMMENCEMENT
 - - POINT OF INTERSECTION
 - - POINT OF REFERENCE
 - - PROPERTY CORNER, POINT
 - - POINT OF COMMENCEMENT
 - - POINT OF INTERSECTION
 - - POINT OF REFERENCE

Strayer Surveying & Mapping, Inc.
215 Sherman Boulevard
Venice, Florida 34283
Tel: (941) 487-1111
Fax: (941) 487-1111
www.strayersurveying.com

ISLAND PARK CONDOMINIUMS

A CONDOMINIUM
LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA COUNTY, FLORIDA



FRESH FLOOR FINISHES FOR BUILDINGS 1 THRU 4
LEVEL 2 = 40'
LEVEL 3 = 40'
LEVEL 4 = 40.56'
F.F. = 50.72'

- SUPPLEMENTARY NOTES:**
- (1) CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
 - (2) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
 - (3) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
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 - (20) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

NOTE: ARCHITECTURAL DRAWINGS WERE PROVIDED BY WATERFORD HOMES DATED 6-27-21. REFER TO THE FULL SET OF ARCHITECTURAL DRAWINGS FOR INDIVIDUAL UNIT DIMENSIONS AND LAYOUT.

LEGEND:
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT

Shayson Surveying & Mapping, Inc.
225 S. ...
P.O. Box ...
Venice, Florida 33593
Tel: (813) 921-1111
Fax: (813) 921-1122
www.shayson.com

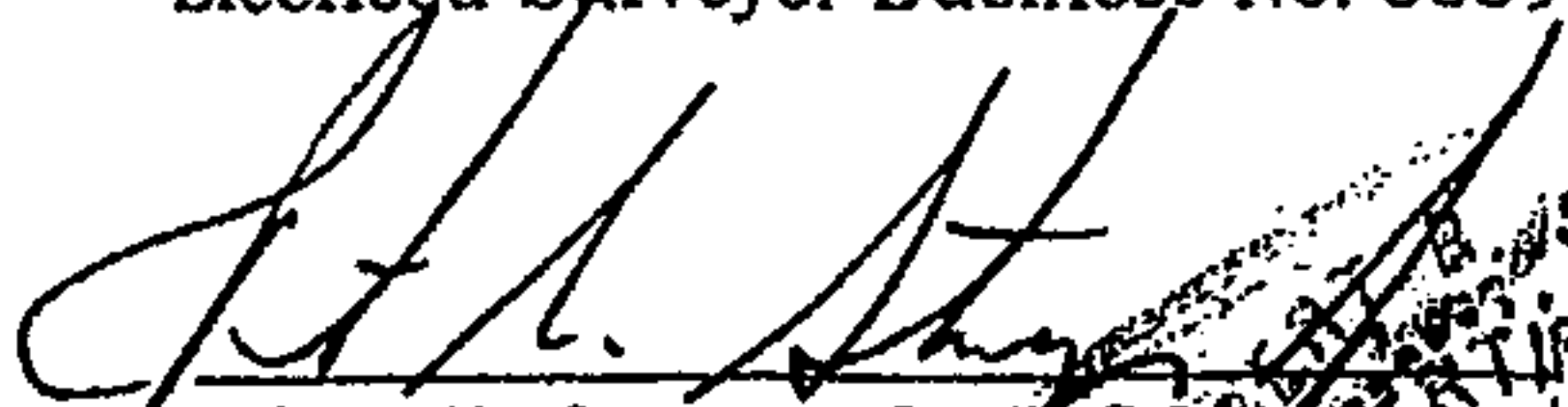
STRAYER SURVEYING & MAPPING, INC.

CERTIFICATE OF SURVEYOR

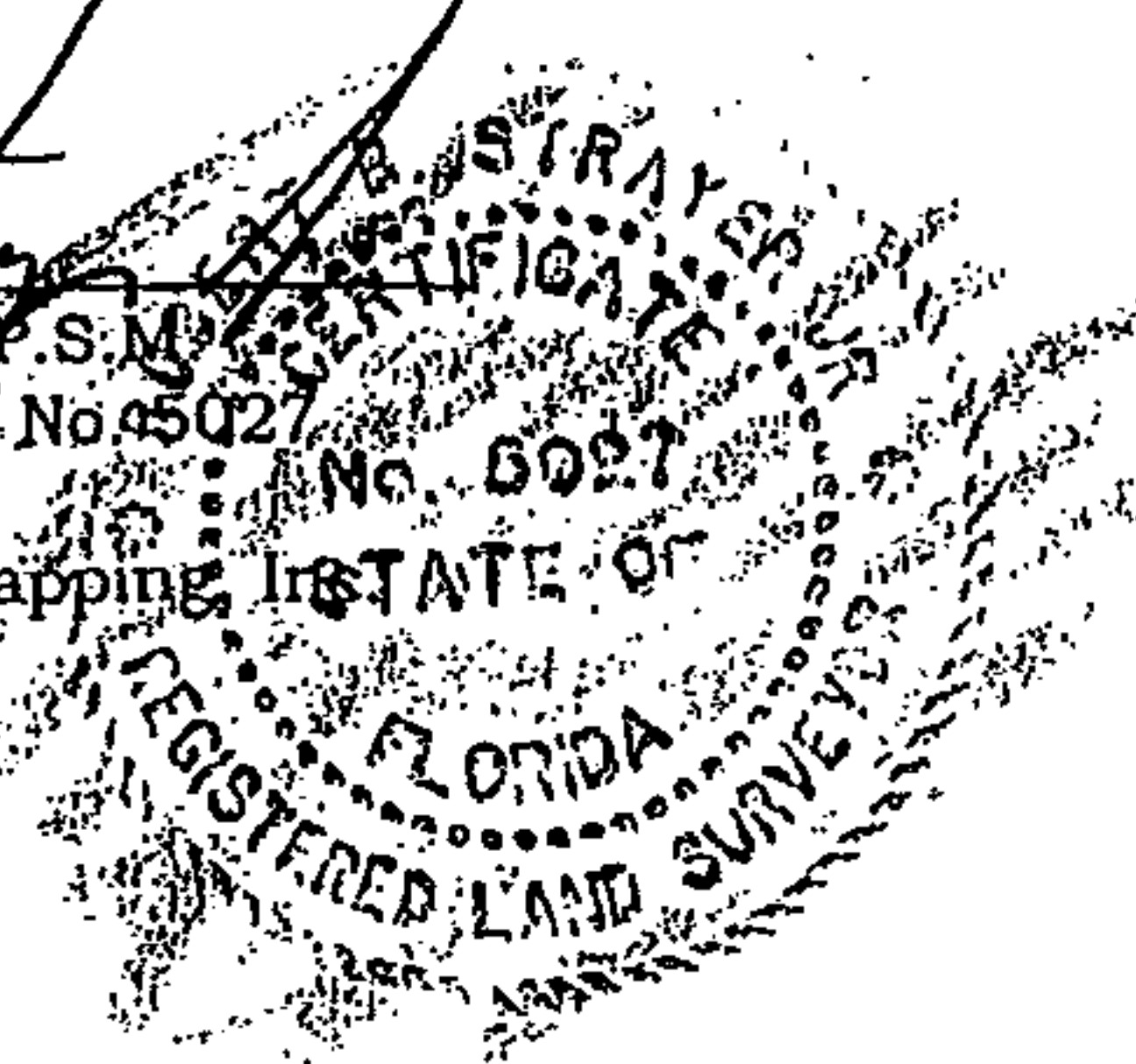
I, the undersigned Registered Surveyor & Mapper, hereby certify as follows:

1. This certificate is made with respect to the following Condominium: "ISLAND PARK CONDOMINIUMS" A CONDOMINIUM, as per the plat recorded in Condominium Plat Book 38, Pages 2-2C, Public records of Sarasota County, Florida. This Certificate involves Units 201, 301, 401; 202, 302, 402; 203, 303, 403; 204, 304, 404; within said Condominium, Building 4, Phase 2.
2. The construction of the improvements within said Condominium pertaining to the respective Units is substantially complete.
3. The plat (as amended by the pages attached hereto, if applicable) together with the provisions of the Declaration describing the Condominium property, recorded in official record instrument number 2005126469 of the public records of Sarasota County, Florida, is an accurate representation of the locations and dimensions of Building 4 and Units therein.
4. The identification, location and dimensions of the common elements and of each Unit can be determined from the plat, as hereby amended, and the provisions of said Declaration.
5. All planned improvements, including, but not limited to, landscaping, utility services and access to said Units, and the common element facilities serving the Units, and the Building in which the Units are located, have been substantially completed.
6. Sheet 2 of 4, Page 2-A, of the Recorded Plat of "Island Park Condominiums" A Condominium, as per the plat recorded in Condominium Plat Book 38, Pages 2-2C, Public records of Sarasota County, Florida, has been modified to indicate the revised building location, additional parking area and sidewalk adjustments. Sheet 3 of 4, Page 2-B, of said Plat, has been modified to indicate the trash and electrical rooms and handicapped parking area adjustments. Sheet 4 of 4, Page 2-C, of said Plat, has been modified to revise Unit dimensions and trash and electrical room locations. The modified pages are attached hereto.

Strayer Surveying & Mapping, Inc.
Licensed Surveyor Business No. 6639


Robert B. Strayer, Jr., P.S.M.
FL Surveyor Certificate No. 65027

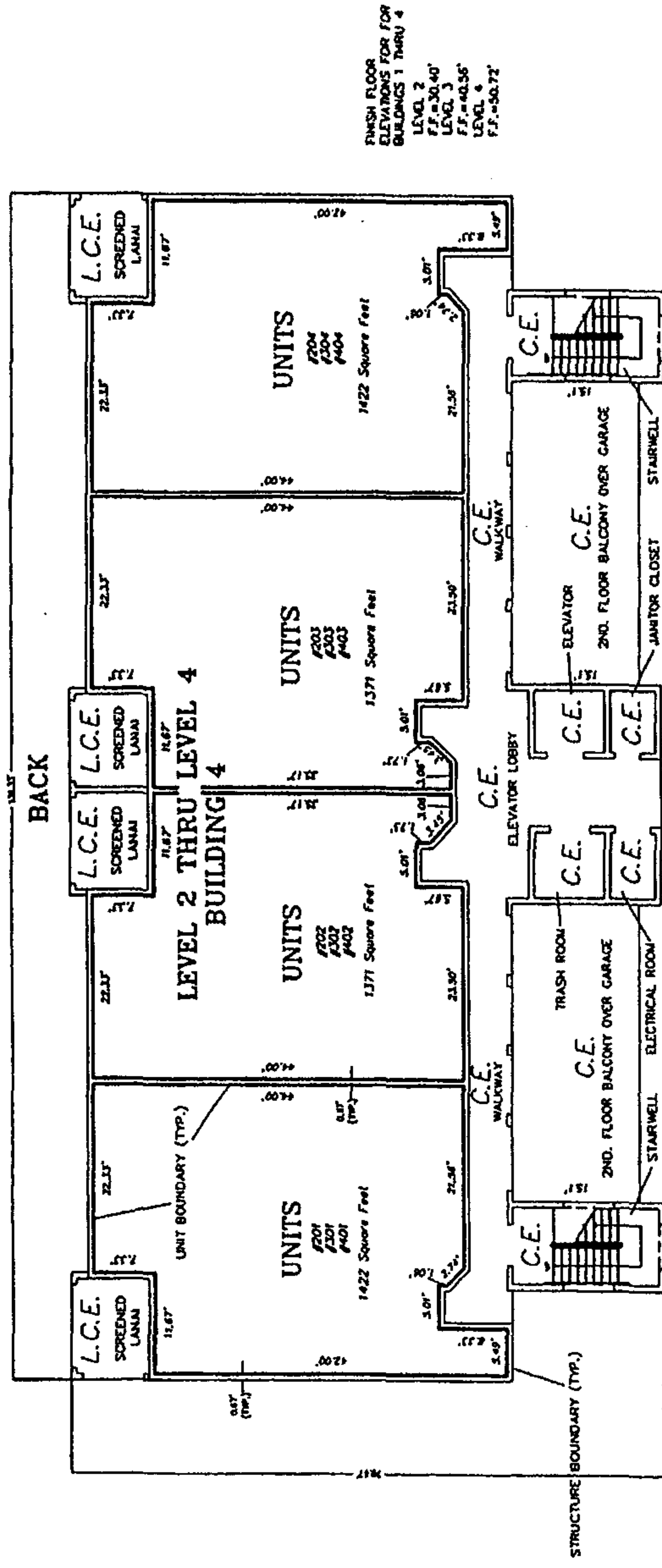
Strayer Surveying & Mapping, Inc.
763 Shamrock Blvd.
Venice, FL 34293
Ph. (941) 497-1290



Date: 05/10/06
Page 1 of 4

ISLAND PARK CONDOMINIUMS

4 CONDOMINIUM
LYING IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA COUNTY, FLORIDA



FINISH FLOOR ELEVATIONS FOR BUILDINGS 1 THRU 4
LEVEL 2 FF=30.40'
LEVEL 3 FF=40.56'
LEVEL 4 FF=50.72'

FRONT

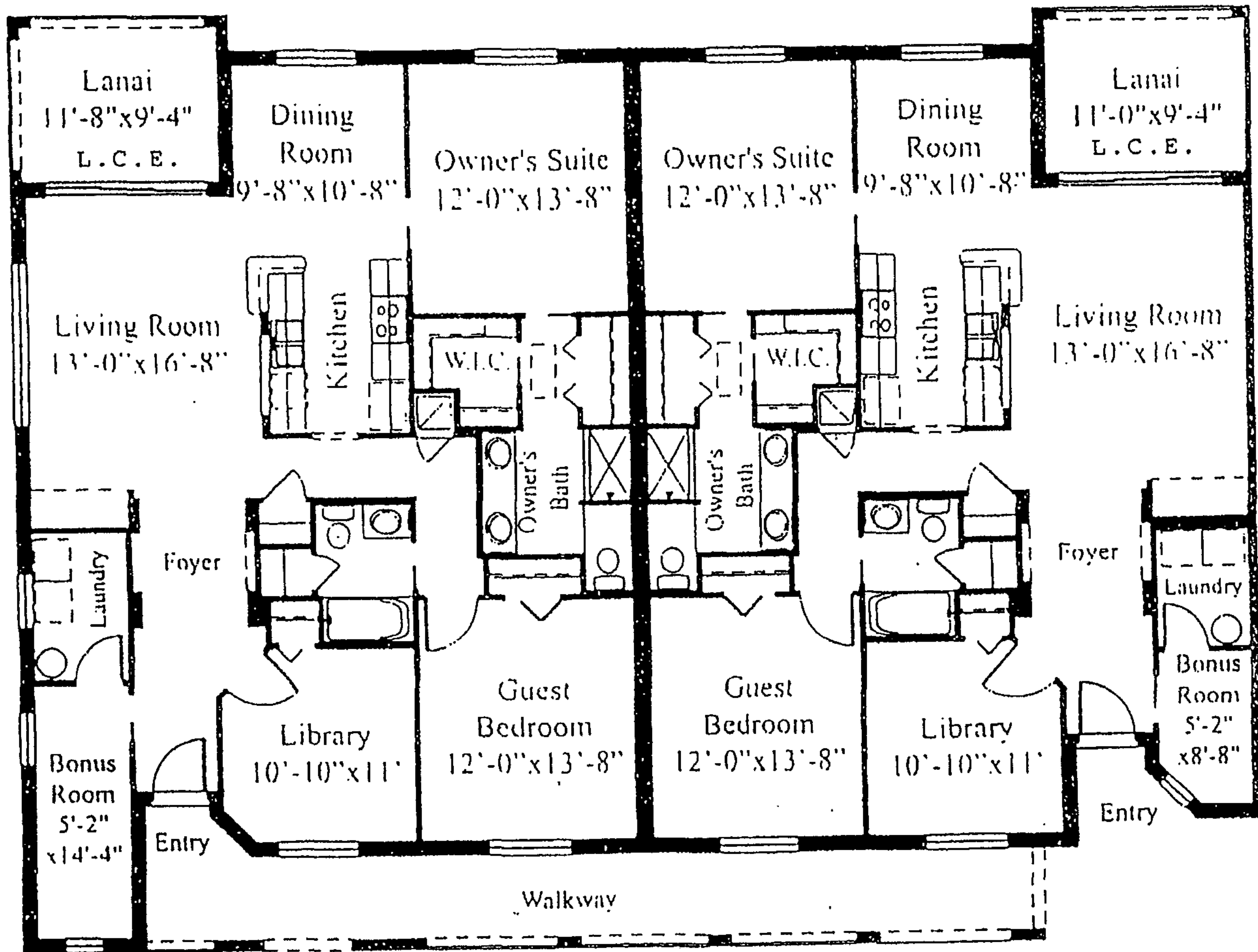
- SUPPLEMENTARY NOTES:**
- (1) UNITS, COMMON AREAS, AND SCREENED LANAIS SHALL BE CONSIDERED AS PART OF THE BUILDING CONTAINING THE SAME.
 - (2) UNITS, COMMON AREAS, AND SCREENED LANAIS SHALL BE CONSIDERED AS PART OF THE BUILDING CONTAINING THE SAME.
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NOTE: ARCHITECTURAL DRAWINGS WERE PROVIDED BY WATERFORD HOMES DATED 6-27-01. REFER TO THE FULL SET OF ARCHITECTURAL DRAWINGS FOR INDIVIDUAL UNIT DIMENSIONS AND LAYOUT.

LEGEND:
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT

Stroyer Surveying & Mapping, Inc.
200 Commercial Avenue
Venice, Florida 33593
(813) 997-8488 Fax (813) 997-8488
(813) 997-8488 Fax (813) 997-8488
e-mail address - stroyer@stroyer.com

Exhibit "B"



<i>Corner Unit</i>	
Sq. Foot Areas	
Living	1524
Lanai	110
Total	1634

Lanais are Limited Common Elements

<i>Inside Unit</i>	
Sq. Foot Area	
Living	146
Lanai	10
Total	156

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ISLAND PARK CONDOMINIUM OWNERS ASSOCIATION, INC.**

WHEREAS, the Articles of Incorporation for Island Park Condominium Owners Association, Inc. were filed with the Florida Department of State on February 5, 2004, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles of Incorporation, and

WHEREAS, not less than a majority of the membership of the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting, and

WHEREAS, the amendments, and these Amended and Restated Articles of Incorporation, were approved by not less than two-thirds of the voting interests of the entire membership at a duly noticed and convened membership meeting held on July 14, 2021 and adjourned and reconvened on July 28, 2021, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law.

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Island Park Condominium Owners Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be Island Park Condominium Owners Association, Inc., hereinafter referred to as Association. The principal office and mailing address of the Association shall be c/o Sunstate Association Management Group, Inc., 5602 Marquesas Circle, Suite 103, Sarasota, Florida 34233. The Board of Directors may change the location of the principal office from time to time.

**ARTICLE II
PURPOSES**

The purposes of this corporation shall be the operation and management of the affairs and property of a condominium known as Island Park, a Condominium located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium and the Florida Condominium Act.

**ARTICLE III
POWERS**

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida Condominium Act and the Declaration of Condominium.

**ARTICLE IV
MEMBERS**

All persons owning legal title to any of the units in the Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the record legal title terminates.

After the Association approves of a conveyance of a unit as provided in the Declaration of Condominium, the new unit owner shall deliver to the Secretary a copy of the recorded deed or other instrument of conveyance.

**ARTICLE V
VOTING RIGHTS**

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

**ARTICLE VI
INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its members.

**ARTICLE VII
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 783 S. Orange Ave., Suite 210, Sarasota, Florida 34236, and the registered agent at such address shall be Chad M. McClenathen, P. A. The Board of Directors may change the registered agent and office at any time in accordance with legal requirements then in effect.

**ARTICLE VIII
EXISTENCE**

The term for which this corporation is to exist shall be perpetual, unless dissolved according to law.

**ARTICLE IX
BOARD OF DIRECTORS**

A governing board called the Board of Directors, who shall be elected and serve in accordance with the Bylaws, shall manage the affairs of this corporation.

**ARTICLE X
BYLAWS**

The Bylaws of this corporation may be amended, altered or rescinded in the manner provided in the Bylaws.

**ARTICLE XI
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted 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 the proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the total voting interests of the members of the Association.
- C. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of not less than two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting at which a quorum is obtained and in no event by less than twenty-four (24) Voting Interests.
- D. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Sarasota County, Florida.

**ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

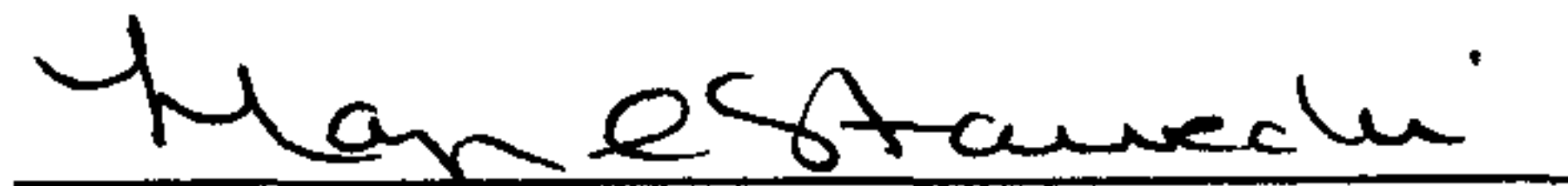
- A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such

action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership, by adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

- B. Expenses. To the extent that a director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer or committee member to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XII, or as otherwise permitted by law.
- D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors this 9th day of August, 2021


Island Park Condominium Owners Association, Inc.



By: Marilyn Stawecki, President

Acceptance of Duties as Registered Agent

Having been named as registered agent and to accept service of process for Island Park Condominium Owners Association, Inc., I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the duties and responsibilities of my position as registered agent.

 8/25/21
Chad M. McClenathen, P. A.
By: Chad M. McClenathen, President
783 S. Orange Ave., Suite 210
Sarasota, Florida 34236

**AMENDED AND RESTATED BYLAWS
OF
ISLAND PARK CONDOMINIUM OWNERS ASSOCIATION, INC.**

WHEREAS, the Bylaws of Island Park Condominium Owners Association, Inc. were recorded as an exhibit to the Declaration of Condominium of Island Park, a Condominium at Official Records Instrument # 2005126469, 66 Pages of the Public Records of Sarasota County, Florida, and

WHEREAS, these Amended and Restated Bylaws were proposed and adopted by vote of not less than a majority of the entire membership of the Board of Directors at a duly noticed and convened Board meeting, and

WHEREAS, these Amended and Restated Bylaws were approved by not less than two-thirds of the voting interests of the entire membership at a duly noticed and convened membership meeting held on July 14, 2021 and adjourned and reconvened on July 28, 2021.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of Island Park Condominium Owners Condominium, Inc.

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1. Identity. These are the Bylaws of Island Park Condominium Owners Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering Island Park, a Condominium located in Sarasota County, Florida.
 - 1.1 Principal Office. The principal office of the Association shall be c/o Sunstate Association Management Group, Inc., 5602 Marquesas Circle, Suite 103, Sarasota, Florida 34233. or at such other place as may be designated by the Board from time to time.
2. Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes) unless the context requires otherwise.

3. Members. The Members of the Association shall be the record Owners of legal title to the Units.
- 3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the Member's legal title to the Unit.
- 3.2 Voting Interests. The Members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of votes ("Voting Interests") is equal to the total number of Units (48). The vote of a Unit is not divisible. The total number of Voting Interests shall be reduced in the event one or more Voting Interests are suspended by the Board as provided by law, in which event all quorum and voting requirements shall be adjusted accordingly based on the reduced number of Voting Interests until such time as the suspended Voting Interest(s) is reinstated. The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specified ownership interests:
- (a) If a Unit is owned by one natural person, that person has the right to cast a vote on behalf of the Unit.
 - (b) If a Unit is owned jointly by two or more persons, any of the record Owners may cast a vote on behalf of the Unit.
 - (c) If a Unit is subject to a life estate, any of the life tenants may cast a vote on behalf of the Unit, or the holder(s) of the remainder interest may cast the vote.
 - (d) If a Unit is owned by a corporation, any officer of the corporation may cast the vote of behalf of the Unit.
 - (e) If a Unit is owned by a partnership, any general partner may cast the vote on behalf of the Unit.
 - (f) If a Unit is owned by a limited liability company, any Member or managing Member may cast the vote on behalf of the Unit.
 - (g) If a Unit is owned by a trustee(s), the vote for the Unit may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Unit.
- In a situation where there are two or more persons are authorized to cast a vote on behalf of a Unit, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.
- 3.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 3.2 above, unless the joinder of all Owners is specifically required.
- 3.4 Termination of Membership. The termination of Membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Condominium during the period of the Membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such Membership and the covenants and obligations incident thereto.

4. Members' Meetings: Voting.

- 4.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The President, Secretary, or a majority of the Board shall have the authority to place an item on the agenda for the annual or special Membership meetings. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.
- 4.2 Special Meetings. Special Members' meetings may be called by the President, Vice President, or by a majority of the Board of the Association and must be called by the Association upon receipt of a written request from twenty percent (20%) of the Voting Interests. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of Members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be continuously posted at the designated location on the Condominium Property not less than fourteen (14) days before the meeting. The notice of any Members' meeting shall be provided to every Member by one of the following methods: (1) mailed postpaid and correctly addressed to the Member's address shown in the current records of the Association, or (2) be hand delivered to the Member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the Member has consented to receive notice. Each Member bears the responsibility of notifying the Association of any change of address. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. The posting and mailing of the notice shall be affected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member shall constitute such Member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at Members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast a majority of the Voting Interests of the Members. References to duly noticed and convened meetings in the Condominium Documents shall include a requirement that a quorum of the Voting Interests has been obtained.
- 4.5 Voting. Votes may be cast in person, by proxy, or via online voting, if applicable. Any references in the Condominium Documents to vote requirements based on participating Members shall include votes cast via online voting as may be implemented by the Board in accordance with the Act. The acts approved by a majority of the Voting Interests participating at a meeting shall be binding upon all Members for all purposes, except where otherwise provided by law or the Condominium Documents.
- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a Unit as set forth in Section 3.2 of these Bylaws, or a spouse, domestic partner, or adult child of an eligible voter. For purposes of these Bylaws, a "domestic

partner" which shall mean a person who resides and has a personal relationship with the Unit Owner and is designated by the Unit Owner as such.

Except as specifically otherwise provided in this paragraph, Members may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Condominium Documents and for any other matter which the Condominium Act requires or permits a vote of the 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 may be used to vote on the election of directors. The election of directors shall be by ballot in accordance with Section 5.3 of these Bylaws.

An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile or equivalent reproduction of a proxy, is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

Attendance at Membership meetings is limited to Members, Board members, persons holding one or more proxies in accordance with these Bylaws, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Association, accountants, engineers, and other professionals. A Member may not invite any person to attend a meeting unless permitted by the Board and may not use a general or special power of attorney for purposes of attempting to authorize a non-Member to attend a Membership, committee, or Board meeting of the Association.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 4.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
 - (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director);
 - (c) Call for final balloting on election of directors and close of balloting.
 - (d) Appointment of inspectors of election and tallying of director votes;
 - (e) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the Owners represented in person, by proxy;
 - (f) Proof of notice of the meeting or waiver of notice;
 - (g) Reading and disposal of any unapproved minutes;
 - (h) Reports of officers;
 - (i) Reports of committees;
 - (j) Unfinished business;

- (k) New business;
- (l) Announcement of elected directors
- (m) Adjournment.

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

4.9 Membership Meetings Via Remote Communications. Notwithstanding anything else to the contrary in the Condominium Documents, the Board may elect to schedule, notice, convene and conduct a Membership meeting by means of remote communication as may be generally permitted by law or in the event of a catastrophic event as defined in subsection (g) hereof.

- (a) Notice of the meeting shall be delivered in accordance with Section 4.3 of the Bylaws and include a statement that Member participation shall only be allowed via remote communication. The notice, or attachments included with the notice, shall set forth instructions stating how the Members may participate by means of the remote communication platform.
- (b) The remote communication platform must provide a reasonable method, which may be visual identification of a person on a video platform, to verify that any person asserting a right to participate in the meeting is either an invited guest of the Board, a Member, or a person entitled to cast a vote on behalf of a Unit in accordance with these Bylaws, e. g. a proxyholder.
- (c) Once verified by the Association as a person entitled to cast a vote on behalf of a Unit, authorized persons may participate and be deemed to be present in person and vote at the meeting.
- (d) The remote communication platform must include measures to provide each person with a reasonable opportunity to participate in the meeting, and as to persons entitled to vote on behalf of a Unit, to vote on matters submitted to the Members, including an opportunity to communicate and to read or hear proceedings of the meeting substantially concurrent with the proceeding.
- (e) The minutes of the meeting shall indicate the meeting was conducted by means of remote communication and list the name of each person who participated in the meeting, including but not limited to the names of persons voting on behalf of the Units.
- (f) The Board may adopt additional guidelines for conducting remote meetings and/or authorize the Chair of the meeting to make and implement reasonable measures to allow an orderly meeting consistent with the Governing Documents.
- (g) For purposes hereof, a catastrophic event shall mean when an emergency is declared for Florida and/or Sarasota County due to a hurricane, pandemic, or other event, and also in the event of a significant casualty event at the Condominium, including but not limited to, a fire.

4.10 Minutes of Meeting. Draft minutes for each meeting must be prepared no later than thirty (30) days after the meeting date and shall be considered for approval at the next Membership meeting. Until adopted by the Members, the minutes shall be marked "Draft". The Association shall retain all minutes as a permanent official record.

4.11 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association provides a letter or similar communication to each Member via one of the methods set forth in Section 4.3 of these Bylaws that explains the proposed action. The communication shall include a form of consent to permit each Member to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a Membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of Voting Interests that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Association within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to all Members. The notice shall fairly summarize the material features of the authorized action.

5. Directors.

5.1 Number, Tenure, and Qualifications. The affairs of the Association shall be governed by a Board not less than three or more than seven directors and shall be fixed at five directors until changed by adoption of a Membership resolution. Approximately one-half of the directors shall be elected each year (either two or three directors for so long as the Board consists of five persons). The three persons receiving the most votes at the annual meeting in 2021 shall serve two-year terms and the other two elected directors shall serve one-year terms. If the number of candidates is less than or equal to the number of vacancies and no election is held in 2021, the directors shall agree among themselves on the assignment of the one and two year terms, and failing agreement, the assignment of terms shall be by lot. Effective at the annual meeting in 2022, and thereafter, all directors shall serve two-year terms, provided however, that either the Board or the Membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the directors are elected each year.

5.2 Qualifications. Every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a Unit as set forth in Section 3.2 of these Bylaws, or a spouse, domestic partner or adult child of an eligible voter, provided however, there may be only one representative per Unit serving on the Board at any time.

5.3 Election of Directors. The following procedures shall apply to director elections:

(a) Not less than sixty (60) days before a scheduled election, the Association shall deliver to each Member entitled to vote a first notice of the date of the election. Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.

(b) The ballot prepared for the annual meeting shall list all director candidates in alphabetical order by surname. Ballots shall be mailed to all Members with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting, or cast on-line if on-line voting has been established.

(c) There shall be no nominations from the floor on the date of the election.

- (d) The election shall be by plurality vote based upon votes from all Members of the Association (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party. The handling of the election at the annual meeting shall in accordance with the agenda set forth in Section 4.8 hereof.
- (e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.

5.4 Vacancies on the Board.

If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board is present.

- 5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire Membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.
- 5.6 Organizational Meeting. The organizational meeting of the Board shall be held within ten (10) days of the annual election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Condominium Property at least 48 continuous hours in advance of the meeting.
- 5.7 Regular Meetings. Regular meetings of the Board shall be held at a location and at such times as shall be determined by a majority of the directors. The President, Secretary, or a majority of the Board shall have the authority to place an item on the agenda for any regular or special Board meeting. Except for meetings to discuss personnel matters, or meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all Members who may participate in accordance with the written policy established by the Board. Notice of such meetings

shall be posted at a designated location on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular monthly Assessments are to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. Written notice of any meeting at which a special Assessment, or at which amendment to rules regarding Unit use, will be considered, shall be provided to the Members via one of the methods set forth in Section 4.3 of these Bylaws and posted at a designated location on the Condominium Property not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special Assessment. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice and filed among the official records of the Association.

- 5.8 Special Meetings. Special meetings of the Board may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of a majority of the directors. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings.
- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to directors personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum and Attendance. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board. 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 except when approval by a greater number of directors is specifically required by the Condominium Documents or the law. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

Attendance at Board meetings is limited to unit owners, directors, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Association, accountants, engineers, and other professionals. A Unit Owner may not invite any person to attend a Board meeting unless permitted by the Board and may not use a general or special power of attorney for purposes of attempting to authorize a non-Unit Owner to attend a Membership, committee, or board meeting of the Association. Spouses, domestic partners, and adult children of Unit Owners may participate in accordance with the written policy established by the Board.

- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A director may submit in writing his or her agreement or disagreement with any action taken at a Board meeting that the director did

not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

5.13 Presiding Officer. The presiding officer at Board meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

5.14 Order of Business. If a quorum has been attained, the order of business at Board meetings shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director);
- (c) Proof of due notice of meeting;
- (d) Calling of the roll and determination of a quorum,
- (e) Reading and disposal of any unapproved minutes;
- (f) Report of officers and committees;
- (g) Election of officers;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

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

5.15 Board Meetings Via Remote Communications. Notwithstanding anything else to the contrary in the Condominium Documents, the Board may elect to schedule, notice, convene and conduct a Board meeting by means of remote communication as may be generally permitted under the law or in the event of a catastrophic event as defined in subsection (f) hereof.

- (a) Notice of the meeting shall be delivered in accordance with Sections 5.7 and 5.9 of the Bylaws and include a statement that participation shall only be allowed via remote communication. The notice, or attachments included with the notice, shall set forth instructions stating how the directors and Members may participate by means of the remote communication platform.
- (b) The remote communication platform must provide a reasonable method, which may be visual identification of a person on a video platform, to verify that any person asserting a right to participate at the meeting by means of remote communication is a director, a Member, or an invited guest of the Board.
- (c) The remote communication platform must include measures to provide each person with a reasonable opportunity to participate in the meeting, including an opportunity to communicate and to read or hear proceedings of the meeting substantially concurrent with the proceeding. Directors participating at the meeting must also be provided with an opportunity to vote on each agenda item if and when the Chair of the meeting accepts motions on the agenda item.

- (d) The minutes of the meeting shall indicate the meeting was conducted by means of remote communication and list the name of each person who participated in the meeting, including but not limited to the names of the directors and Members.
 - (e) The Board may adopt additional guidelines for conducting remote meetings and/or authorize the Chair of the meeting to make and implement reasonable measures to allow an orderly meeting consistent with the Governing Documents.
 - (f) For purposes hereof, a catastrophic event shall mean when an emergency is declared for Florida and/or Sarasota County due to a hurricane, pandemic, or other event, and also in the event of a significant casualty event at the Condominium, including but not limited to, a fire.
- 5.16 Minutes of Meetings. Draft minutes for each Board meeting must be prepared no later than thirty (30) days after the meeting date and shall be considered for approval at the next Board meeting. Until adopted by the Board, the minutes shall be marked "Draft". The Association shall retain all minutes as a permanent official record. Minutes prepared for a closed Board meeting shall be redacted to block out non-accessible information listed in Section 718.111(12), Florida Statutes.
- 5.17 Executive Committee. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three or more directors. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Condominium during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend Rules and Regulations governing the details of the operation and use of the Condominium Property, (d) to fill vacancies on the Board or (e) to borrow money.
- 5.18 Other Committees. The Board may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee Members and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or Member participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Members is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, or meetings to discuss personnel matters.

6. Powers and Duties.

The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law or the Condominium Documents may not be delegated to the Board by the Unit Owners. Such powers and duties of the Board shall include the following:

- (a) Operating and maintaining the Common Elements, Limited Common Elements and Association Property.

- (b) Determining the Common Expenses required for the operation of the Condominium and the Association.
- (c) Collecting the Assessments for Common Expenses from Unit Owners.
- (d) Employing and dismissing necessary personnel.
- (e) Adopting and amending Rules and Regulations concerning the operation and use of the Condominium Property, subject to the authority of the Members to overrule such rules, as provided in Section 15 of these Bylaws.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories therefore.
- (g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (j) Obtaining and reviewing insurance for the Condominium Property.
- (k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines for the failure of the Owner of the Unit, or its occupant, licensee, or invitee to comply with provisions of the Condominium Documents or the Rules and Regulations established by the Association to govern conduct at the Condominium. The Board may levy a fine against a Unit Owner, not to exceed the maximum amount permitted by law, for each violation of the Condominium Documents or the Rules and Regulations, and a separate fine for each continuing violation, provided, however, written notice of the nature of the violation and notice of a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be provided with written notice of a hearing not less than fourteen (14) days before the hearing, which notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the of the Condominium Documents or the Rules and Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Unit Owners appointed by the Board, none of whom may then be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be imposed and the Association shall not collect from the Unit Owner any costs, expenses, or attorney fees relating to the attempt to levy a fine. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

If the panel, by majority vote, which may be taken by secret ballot, determines to impose the fine levied by the Board, the Unit Owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine. Payment of the fine shall be due five (5) days after the date of the panel meeting at which the fine was imposed. Any partial payments received by the Association shall be first applied against attorney fees, then costs, and then the unpaid fines.

- (n) Suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements for failure to comply with the Condominium Documents or the Rules and Regulations.

The due process requirements, including the right to a hearing before a hearing panel, as set forth above in subsection 'm' as to fining, shall be applicable to suspensions under this subsection 'n'.

There shall be no suspension of the right to use a Limited Common Element intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

The due process requirements provided herein for suspensions shall not apply to suspensions of voting rights or use rights due to a Unit Owner being more than 90 days delinquent in paying a monetary obligation to the Association, which may be imposed by action at a duly noticed Board meeting. Upon approval, the Association shall notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

- (o) Borrow money, pledge regular or special Assessments as collateral, and assign rights of collection to the lender in the event of a default under the loan, when required in connection with the operation of the Association or the maintenance, repair, replacement or improvement of the Common Elements or Condominium Property; provided, however, that approval by not less than two-thirds (2/3rds) of the Voting Interests of those Members participating at a duly noticed and convened Membership meeting shall be required for the borrowing of any sum in excess of twenty-five (25%) percent of the annual budget of the Association, including reserves.
- (p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

All contracts for the purchase, lease, or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. The Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid but shall state in the official records why the lowest bid was not accepted.

Officers, directors, and managers of the Association must disclose to the entire Board any financial or ownership interest they may hold in any company that proposes to do business with the Association.

- (q) Exercising (i) all powers specifically set forth in the Condominium Documents - and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (r) Convey a portion of the Common Elements to a condemning authority to provide utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may cancel or postpone Membership, committee and Board meetings, or may hold meetings with notice given only to those directors and/or Members with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such Board meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

- (1) a state of emergency is declared by governmental authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.
- (6) a catastrophic occurrence, whether natural or manmade, which seriously threatens the health or safety of the residents of the Condominium, such as a pandemic or existence of a dangerous virus.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer, and a Secretary. All officers must be directors. All officers shall be elected by the Board and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer, or an Assistant Secretary or Assistant Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 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 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.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members, shall attend to the giving of all notices to the Members and directors and other notices required by law, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall keep books of account for the Association in accordance with generally accepted accounting practices, which, together with substantiating papers, shall be made available to all directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the

benefit of the Association in such depositories as may be designated by a majority of the Board.

- 8.6 Delegation. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive any compensation for any services.
10. Resignations. Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation, or the occurrence of any other event that would make a director or officer ineligible to serve in that capacity, shall constitute a resignation of such director or officer without need for a written resignation. Any officer or director delinquent in the payment of regular Assessments in excess of 90 days shall be deemed to have abandoned office as provided in the Act.
11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following:
- 11.1 Budget. The Board shall adopt a budget of Common Expense for the Condominium not less than fourteen (14) days before the start of the new fiscal year. Copies of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the Members not less than fourteen (14) days before that meeting. The proposed budget must be detailed and must show the amounts budgeted by income and expense classifications.
- 11.2 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of \$10,000 or more. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets. These reserves must be funded unless the Members subsequently determine, by vote of not less than a majority of the Voting Interests of those Members participating at a duly noticed and convened Membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in Section 11.1 above, in which case, such waiver shall be retroactive to the beginning of the fiscal year upon which the vote was taken. The funds in a reserve account established under this Section 11.2, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority of the Voting Interests of those Members participating at a duly noticed and convened Membership meeting.
- 11.3 Contingency Accounts. In addition to the statutory reserves described in Section 11.2 above, or in place of them if the Members so vote, the Board may establish one or more additional accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements, or special projects. These funds may be used to offset cash flow shortages, provide financial stability, avoid the need for special Assessments or for any purpose approved by the Board.

- 11.4 Assessments; Installments. Regular annual Assessments based on an adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of the fiscal year. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Unit's next due quarterly installment.
- 11.5 Special Assessments. Special Assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board approving such Assessments. The notice of any Board meeting at which a special Assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the Members that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment. The funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law. The authority of the Board to levy special Assessments under this provision without Membership approval shall not be interpreted to eliminate requirements for Membership approval that may otherwise be applicable. For example, if a purpose of a special Assessment is to fund a project that materially alters the Common Elements, Membership approval of the project may continue to be necessary under the Declaration of Condominium as provided therein.
- 11.6 Fidelity Bonds or Insurance. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks or disburse money, shall be bonded in such amounts as may be required by law or otherwise determined by the Board. The cost of such bonds or insurance shall be a Common Expense.
- 11.7 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than June 1 of each year, the Board shall, as a minimal requirement, distribute to the Members a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board must, if required by law and not waived by the Membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be distributed to the Members not later than June 1 of each year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may distribute each Member not later than June 1 of each year a notice that a copy of the financial report will be mailed or hand delivered to the Member, without charge, upon receipt of a written request from the Member.
- 11.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.9 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available for any account. Withdrawal or transfers of monies from those accounts shall be made only by such person or persons authorized in writing by the Board. All funds shall be maintained separately in the Association's name. Provided, nothing herein shall restrict the Board from making prudent investments consistent with their fiduciary duty, as long as the investments are insured or guaranteed.
12. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document whereby the Unit Owner acquired title to a Unit. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of

any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Condominium Documents or Rules and Regulations adopted from time to time by the Board to regulate the participation of Unit Owners at Board, Membership and committee meetings, and to otherwise provide for orderly corporate operations, provided however, failure to comply with Roberts' Rules shall not invalidate otherwise valid acts.
14. Amendments. These Bylaws may be amended in the following manner:
 - 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board or by not less than twenty (20%) percent of the Voting Interests of the Members.
 - 14.3 Adoption. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by vote of not less than a majority of the entire membership of the Board and by vote of not less than two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting at which a quorum is obtained and in no event by less than twenty-four (24) Voting Interests.
 - 14.4 Certificate and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.
 - 14.5 Amendments by Board. The Board, by a two-thirds vote of the entire Board, may effect an amendment to the Bylaws in any of the following circumstances:
 - (a) To bring the Bylaws into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.
 - (b) If the Board determines that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Bylaws should be amended to take cognizance of such matters so that the overall intent of the Condominium Documents shall not be frustrated by changing circumstances.
 - (c) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

Provided, however, that no Board adopted amendment to the Bylaws pursuant to this Section shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been given to the Members. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all Voting Interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such duly noticed and convened meeting, a majority of

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those Voting Interests participating may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no majority vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting. Thirty days after the certificate of any amendment adopted by the Board pursuant hereto is recorded in the Public Records, the authority of the Board to adopt such amendment shall be conclusively presumed, shall be binding upon all Members, and may not be challenged in any court proceeding or otherwise.

15. **Rules and Regulations.** The Board may, from time to time, adopt, amend, or add to Rules and Regulations governing the use of Units, Common Elements, Association Property, and the operation of the Association. However, any Board-promulgated rule may be rescinded or amended upon the written action or vote of not less than two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting at which a quorum is obtained and in no event by less than twenty-four (24) Voting Interests. Copies of adopted, amended or additional Rules and Regulations shall be furnished by the Board to each Member not less than thirty days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.
16. **Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. **Document Conflict.** If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the Rules and Regulation.
19. **Social Activities.** The Board shall have the authority to expend not more than one half of one (.5%) percent of the overall Association budget for social activities, including without limitation, parties held for the benefit of Owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.

The foregoing were adopted as the Amended and Restated Bylaws of Island Park Condominium Owners Association, Inc. on the 13 day of August, 2021.

Sept
MCS
13 Sept 2021

Island Park Condominium Owners Association, Inc.



By: Marilyn Stawecki, President