

CERTIFICATE TO AMENDMENTS TO BYLAWS
OF BAHIA VISTA GULF OF VENICE, INC.

Bahia Vista Gulf of Venice, Inc., its address being 1555 Tarpon Center, Dr., Venice, Sarasota County, Florida, through the hands of its appropriate officers hereby certifies that:

The following amendments to the Bylaws of Bahia Vista Gulf of Venice, Inc., were passed as required by Article IX of the Articles of Incorporation, said Amendments to read as follows:

1. Amend Article 2, Section 6(c) to read as follows:

C. A majority of the Board of Directors in person or by proxy shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors. At any meeting of the Directors, every Director entitled to vote may vote in person or by proxy. Said proxy is valid for the meeting or meetings for which it was issued.

2. Amend Article 3, Section 10 to read as follows:

Section 10. The Board of Directors may appoint three or more Directors to act as an Executive Committee which shall have powers of full Board of Directors. Rights of the Executive Committee to act on specific matters may be set forth in appropriate resolution adopted by majority of the Board of Directors at any regular or special meeting. Actions by the Executive Committee not specifically delegated in advance to be approved and ratified at the next Board of Directors meeting.

3. Amend Article 7, Section 1 to read as follows:

Section 1. FISCAL YEAR. The fiscal year shall be the calendar year.

IN WITNESS WHEREOF, Bahia Vista Gulf of Venice, Inc., has caused this Certificate to be signed in its name by its President and attested to by its Secretary this 28 day of February, 1978.

Robert L. Moore

BAHIA VISTA GULF OF VENICE, INC.

James E. Lane

Harold L. Akley
President

Attest:

By Margaret W. Gibson
Secretary

NO 1222 1303

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me a notary public in and for the State of Florida at large, personally appeared HAROLD L. AKLEY, as President of BAHIA VISTA GULF OF VENICE, INC., and MARGARET W. GIBSON as Secretary of BAHIA VISTA GULF OF VENICE, INC., and they acknowledge before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to Bylaws on behalf of said corporation; and affixed thereto the corporate seal of said corporation; and they are authorized to execute said Certificate and that the execution thereof is the free act and deed of said Corporation.

WITNESS my hand and official seal, at Venice, Sarasota County, Florida, this 28 day of February, 1978.

Robert J. Moore

Notary Public

My Commission Expires: 4/18/79

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AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
BAHIA VISTA GULF, A CONDOMINIUM

BAHIA VISTA GULF, a Condominium, its address being 1555
Tarpon Center Rd., Venice, Sarasota County, Florida, by the
hands of the undersigned hereby certify that:

The Board of Directors of Bahia Vista Gulf of Venice,
Inc., approved by affirmative vote of the Board of Directors
the following amendments to the Declaration of Condominium
which were submitted to the entire membership of the Associ-
ation at its meeting called and held on the 15th day of
December, 1978 and approved by affirmative vote of not less
than two-thirds (2/3) of the membership of the Association
as required by the Declaration of Condominium and Florida
Statute 718.

The amendments are as follows:

Article 5.4 (1) is hereby amended to read as follows:

(1) Expenses of administration, expen-
ses of maintenance, operation, repair or
replacement of the common elements and
of the portions of units to be maintain-
ed by the association; and expenses of
mortgage payments to be made by the
association as a result of purchasing
the former leasehold properties.

Article 5.4 is hereby amended by deleting subpara-
graph (5) in its entirety.

Articles 8, 8.1, 8.2 is hereby amended to read as
follows:

8. AMENDMENTS TO DECLARATION. This
declaration may be amended at any regu-
lar or special meeting of the Unit
Owners of this Condominium, called and
convened in accordance with the By-Laws,
by the affirmative vote of voting mem-
bers casting not less than sixty percent
(60%) of the total vote of the members
of the Association.

All amendments shall be recorded and
certified as required by the Condominium
Act of the State of Florida. No amend-
ments shall change any condominium
parcel nor a unit owners proportionate
share of the common expense or common
surplus, nor the voting rights appur-
tenant to any unit, unless the record
owner(s) thereof shall join in the
execution of the amendment.

J. B. Smith, Manager De Rec.

Article 9 is hereby amended to read as follows:

9. BY-LAWS. The operation of the Condominium property shall be governed by the By-Laws of Bahia Vista Gulf of Venice, Inc., as attached to the Declaration of Condominium as Exhibit "D". Modifications and amendments to the By-Laws may be made as provided in said By-Laws.

Article 10 is hereby amended by deleting the last sentence and adding the following:

Modifications and amendments to the Articles of Incorporation may be made as provided in said Articles of Incorporation.

Article 11 is hereby amended by deleting "Except as otherwise provided in Exhibit "C", and starting the paragraph with "A unit owner. . ."

Article 14.3 is hereby amended by deleting it in its entirety.

Article 15.4 is hereby amended to read as follows:

15.4. Leasing and Rentals. Only the entire unit may be leased or rented provided the occupancy is only by the Lessee or tenant and his or her family and complies with all of the provisions of this Declaration of Condominium, the Articles of Incorporation and By-Laws of Bahia Vista Gulf of Venice, Inc., and the rules and regulations which may be adopted pursuant to said documents from time to time. No unit may be leased or rented for a period of time less than one month.

Article 15.5 is hereby amended by deleting the word "Association" from said paragraph and replacing it with the words "Board of Directors".

Article 15.6 is hereby amended by deleting it in its entirety and replacing it with the following:

15.6. Pets. No unit owners, tenant, renter or occupant may keep pets on the condominium premises or in a condominium unit except fish and caged birds. Owners and tenants having pets at the date of the adoption of this provision may retain the animal for the life of the pet, but upon the death of the animal no new pet may be kept on the condominium premises or in the condominium unit.

Article 16 is hereby amended by deleting "other than the developer".

Article 16 is hereby amended by retitling said Article as follows:

16. CONVEYANCES, LEASES, RENTALS, OR OCCUPANCY OF UNIT IN OWNERS ABSENCE.

Article 16.1 is hereby amended to read as follows:

16.1. Sale, Lease, Rental or Occupancy of a Unit in Absence of Owner. The approval of the Directors shall be obtained in the manner hereinafter provided, EXCEPT, the provisions of this Section 16 entitled "Conveyances, Leases, Rentals, or Occupancy of Unit in Owners Absence" shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquired its title.

Article 17.2 is hereby amended to read as follows:

17.2. Maintenance and Repairs. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air-conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached balconies); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached balconies); and all window and plate glass in windows and plate glass in the perimeter walls of the unit and its attached balconies. The foregoing main-

tenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their balconies and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony, balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box applicable and servicing the unit inward; that is to say, in respect of all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

Article 17.7 is hereby amended by changing the word "Association" to "Board of Directors".

Article 17 is hereby amended by adding Article 17.9 to read as follows:

17.9. If a unit owner leases, rents or allows his unit to be occupied in his absence, he shall remain liable for the performance of all agreements and covenants in the Declaration of Condominium or rules and regulations and shall be liable for violations by his lessee, tenant or user of any and all use restrictions.

Article 18 is hereby amended by deleting it in its entirety.

Article 20.2 (a) is hereby amended to include "flood and water damage, and".

The first paragraph of Article 20.4 is hereby amended to read as follows:

20.4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any

sum in excess of \$10,000.00 shall be paid to Venice-Nokomis Bank and Trust Company, Venice, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

Articles 22, 22.1 and 22.2 are hereby amended by delating them from the Declaration of Condominium.

Article 23.2 is hereby amended to read as follows:

23.2. Costs and Attorney Fees. In any proceeding arising because of a violation of the Declaration of Condominium, By-Laws, Articles of Incorporation or duly adopted Rules and Regulations by a unit owner or the Association, the prevailing party shall be entitled to recover the costs of the proceeding including a reasonable attorneys fee.

The Declaration is hereby amended to properly reflect the correct paragraph numbers caused by any delation or addition of whole paragraphs.

ATTEST: [Signature] BAHIA VISTA GULF, a Condominium Secretary

Signed, sealed and delivered By [Signature] in the presence of: Vice-President

[Signature]
[Signature]

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J.F. King and John V. McFarley, well known to me to be the Vice-President and SECRETARY respectively of the corporation named in the foregoing amendment, and

sum in excess of \$10,000.00 shall be paid to Venice-Nokomis Bank and Trust Company, Venice, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

Articles 22, 22.1 and 22.2 are hereby amended by deleting them from the Declaration of Condominium.

Article 23.2 is hereby amended to read as follows:

23.2. Costs and Attorney Fees. In any proceeding arising because of a violation of the Declaration of Condominium, By-Laws, Articles of Incorporation or duly adopted Rules and Regulations by a unit owner or the Association, the prevailing party shall be entitled to recover the costs of the proceeding including a reasonable attorneys fee.

The Declaration is hereby amended to properly reflect the correct paragraph numbers caused by any deletion or addition of whole paragraphs.

ATTEST: [Signature] BAHIA VISTA GULF, a Condominium Secretary

Signed, sealed and delivered By J.F. King in the presence of [Signature] Vice-President

[Signature]
[Signature]

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J.F. King AND John V. McEntee, well known to me to be the Vice-President and SECRETARY respectively of the corporation named in the foregoing amendment, and

that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of January, A.D. 1977.

Robert F. Moore
Notary Public

My Commission Expires:

4/18/79

FEB 5 2 38 PM '79

FBI AND RECORDS

903538

AMENDMENTS TO THE BY-LAWS
OF BAHIA VISTA GULF OF VENICE, INC.

BAHIA VISTA GULF OF VENICE, INC., a Condominium, its address being 1555 Tarpon Center Rd., Venice, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The Board of Directors of Bahia Vista Gulf of Venice, Inc., approved by affirmative vote of the Board of Directors the following amendments to the By-Laws which were then submitted to the entire membership of the Association at its meeting called and held on the 15th day of December, 1978 and approved by affirmative vote of 51% of the membership of the Association as required by the By-Laws.

Article 1, Section 3, of the By-Laws is hereby amended by changing "Chapter 711, Florida Statutes" to "Chapter 718, Florida Statutes."

Article 2, Section 1, of the By-Laws is hereby amended to read as follows:

Section 1. NUMBER AND TERM: The number of Directors which shall constitute the whole Board shall be not less than three (3) nor more than twelve (12).

To read as follows:

Section 1(a). Number and Term: The number of Directors which shall constitute the whole Board shall be 9. The term of each Director shall be for a period of three (3) years.

The initial Board of Directors elected after the adoption of this Section shall be elected as follows:

(a) Nominations will be made for Directors by the nominating committee and from the floor.

(b) The nine nominees receiving the highest number of votes shall be elected Directors.

(c) The new Board of Directors shall, immediately following the annual meeting, meet and elect three of their number to serve three year terms, three to serve two year terms and three to serve one year terms.

1/15/79, Rev. - See Over

Each year after the initial election pursuant to this Section, three directors will be elected for three year terms as will be the case in each subsequent year.

Section 1(b). Nomination and Elections of Directors. A nominating committee consisting of at least five persons will be appointed by the President with approval by the Board of Directors. Said appointment and approval must be at least 90 days prior to the annual meeting of the membership. The nominating committee will nominate at least one person for each vacancy on the Board of Directors and will report the nominations to the Board of Directors in time for them to be included in the notice of meeting.

Nominations can be made from the floor at the time of the annual meeting.

The election will be at the annual meeting. The three candidates receiving the highest number of votes will be elected.

Article 2, Section 3, of the By-Laws is hereby amended to read as follows:

Directors may be removed at any time by an affirmative vote of a majority of the members. No Director shall continue to serve on the Board if during his/her term of office his/her membership in the Corporation shall be terminated for any reason whatsoever.

Article 2, Section 4(H), of the By-Laws is hereby amended to read as follows:

H. To make reasonable rules and regulations for the occupancy of the condominium parcels and use of the common elements by unit owners, guests, visitors, lessees, tenants or anyone else. Said power includes the power to restrict use of the common elements to certain hours of the day and to certain age groups. In addition, said power includes the right to regulate and control the leasing, renting, using or occupying of condominium units.

Article 5, Section 4, of the By-Laws is hereby amended to read as follows:

If such a certificate is not on file, the owner in attendance at the meeting shall cast the vote or if more than one owner is in attendance, the owner designated by those in attendance shall cast the vote.

The By-Laws are hereby amended by adding Article 10,
to read as follows:

ARTICLE 10.

AMENDMENT

These By-Laws may be amended at any regular or special meeting of the members called and convened in accordance with the provision contained herein, by the affirmative vote of the voting members casting not less than sixty percent (60%) of the total votes of the members of the Association.

All amendments shall be recorded and certified as required by the Condominium Act of the State of Florida.

ATTEST: [Signature] BAHIA VISTA GULF, a Condominium
Secretary

Signed, sealed and delivered BY: J. F. King
in the presence of: [Signature] Vice-President

[Signature]

[Signature]

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. F. King AND JOHN V. MCENTEE, well known to me to be the Vice-President and SECRETARY respectively of the corporation named in the foregoing amendment, and that they severally acknowledge executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporation seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of January, A.D. 1977.

[Signature]
Notary Public

My Commission Expires:

4/18/79

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State of Florida



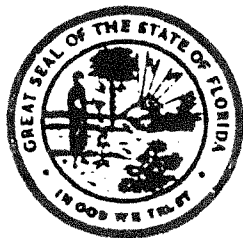
Department of State

I certify that the attached is a true and correct copy of Amendment to Articles of Incorporation of BAHIA VISTA GULF OF VENICE, INC., a Florida corporation not for profit, filed on January 24, 1979, as shown by the records of this office.

The charter number of this corporation is 717105.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 24th day of January, 1979.

[Handwritten Signature]
Secretary of State



CER 101
12-78

Ed. Kuntz, Mem. - de Bro

AMENDMENTS TO THE ARTICLES OF INCORPORATION OF BAHIA VISTA GULF OF VENICE, INC.

BAHIA VISTA GULF OF VENICE, INC., a Condominium, its address being 1555 Tarpon Center Rd., Venice, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The Board of Directors of Bahia Vista Gulf of Venice, Inc., approved by affirmative vote of the Board of Directors the following amendments to the Articles of Incorporation which were then submitted to the entire membership of the Association at its meeting called and held on the 15th day of December, 1978 and approved by affirmative vote of eighty percent (80%) of the membership of the Association as required by the Articles of Incorporation.

The amendments are as follows:

1. Article VI, Section 1, of the Articles of Incorporation is hereby amended to read as follows:

Section 1. The affairs and property of the corporation shall be managed and governed by a Board of Directors composed of nine (9) members.

2. Article VI, Section 2, of the Articles of Incorporation is hereby amended to read as follows:

Section 2. Directors shall be elected to serve for a term of three years except the initial board of directors elected after the adoption of this section shall be elected for terms as set forth in the By-Laws. All elections of Directors will be held as set forth in the By-Laws. Any vacancies in the Board of Directors shall be filled in accordance with the By-Laws.

ATTEST: [Signature] Secretary

BAHIA VISTA GULF, a Condominium

Signed, sealed and delivered in the presence of:

BY: [Signature] Vice-President

[Signature] Robert L Moore

FILED JUN 24 8 31 AM 1979 SECRETARY'S OFFICE

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J.F. KING AND JOHN V. McENTRE, well known to me to be the Vice-President and SECRETARY respectively of the corporation named in the foregoing amendment, and that they severally acknowledge executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporation seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of January, A.D. 1979.

Robert F. Brown
Notary Public

My Commission Expires:

4/15/79

FEB 3 2 38 PM '79

FILED AND RECORDED

903538

DECLARATION OF CONDOMINIUM
OF
BAHIA VISTA GULF,
A CONDOMINIUM,
VENICE, FLORIDA

This instrument was prepared by:
T. LAMAR HAZEN, JR., ATTORNEY
Snyder, Hazen, Isphording, & Harrison
241 Nokomis Ave.
Venice, Fla. 33595

1. SUBMISSION TO OWNERSHIP. VENICE LANDMARK, INC., a Florida Corporation of Venice, Florida, does hereby submit to condominium ownership pursuant to Chapter 711, Florida Statutes, known as "The Condominium Act," a fee simple interest in the land and improvements situated, lying and being in the County of Sarasota, State of Florida, being more particularly described as Parcels "A" through "L" in Exhibit "A" attached.

2. NAME. The name by which this condominium shall be known and identified is BAHIA VISTA GULF, a Condominium, and its address is Venice, Florida.

3. CONSTRUCTION OF IMPROVEMENTS. The improvements are being constructed in accordance with plans and specifications approved by VENICE LANDMARK, INC., and title to each of the condominium parcels is vested in VENICE LANDMARK, INC. or its grantee. Title shall be conveyed by Warranty Deed in the form attached hereto as Exhibit "B."

4. SURVEY AND FLOOR PLAN. A survey of the land subject to this condominium and land leased to BAHIA VISTA GULF OF VENICE, INC., and a graphic description of the improvements constructed or to be constructed thereon, and a plat plan locating such improvements thereon and a floor plan identifying each unit and the common elements and their respective locations and approximate dimensions are recorded in Condominium Book 3, Pages 41 and 412, public records of Sarasota County, Florida, and incorporated herein. The condominium unit shall be known and numbered as described in said Condominium Book at the aforementioned pages.

5. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Section 711.03 Florida Statutes) and as follows unless the context otherwise requires:

5.1 APARTMENT OR UNIT means unit as defined by the Condominium Act and as further defined in Exhibit "A," and where appropriate includes an appurtenant terrace.

5.2 OWNER means unit owner as defined by the Condominium Act. ASSOCIATION means BAHIA VISTA GULF OF VENICE, INC. and its successors.

5.3 COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

5.4 COMMON EXPENSES INCLUDE:

(1) 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.

(2) Expenses declared common-expenses by provisions of this Declaration or the By-Laws.

(3) Any valid charge against the Condominium property as a whole.

(4) Charges for utility services except such services as are metered separately to each unit.

Condominium Book 3 Page 41 thru 412

(5) Lease payments due from each individual owner as Lessee to BAHIA VISTA GULF OF VENICE, INC., as Lessor, under the sublease between the owner and BAHIA VISTA GULF OF VENICE, INC., which shall be executed in the form attached hereto as Exhibit "C."

5.5 CONDOMINIUM means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

5.6 SINGULAR, PLURAL, GENDER whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

5.7 UTILITY SERVICES as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, garbage and sewage disposal and cable-television apparatus.

6. THE CONDOMINIUM ACT. Chapter 711, Florida Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this condominium.

7. OWNERSHIP OF COMMON ELEMENTS, COMMON SURPLUS AND SHARING COMMON EXPENSES. Each owner shall own a 1/162nd interest in the common elements and the common surplus. Each owner shall pay 1/162nd of the common expenses, except for that portion of the common expenses which constitutes payment due from the individual owner to BAHIA VISTA GULF OF VENICE, INC. under the terms of the lease between the owner and BAHIA VISTA GULF OF VENICE, INC. The payments due from the owner to the association, under the terms of the lease, shall constitute the owner's share of the common expenses due in connection with the lease.

8. AMENDMENTS OF DECLARATION. VENICE LANDMARK, INC. reserves the right to amend paragraphs 1 and 4 and the exhibits in connection therewith for the specific purpose of reflecting changes in building plans and more accurate locations of the improvements. These rights are reserved until December 1, 1974.

8.1 The consent of holders of liens on any portion of the condominium property, or any apartment shall not be required to modify or amend as aforesaid. It shall not be necessary for individual unit owners other than the developer to join in the amendment.

8.2 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 officers of VENICE LANDMARK, INC. with the formalities of a Deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Sarasota County, Florida.

8.3 Notwithstanding anything herein to the contrary, the undersigned, VENICE LANDMARK, INC. or its assigns, does hereby reserve unto itself, at its option, exclusive right to manage the affairs of the within condominium and the Association for a period of five (5) years from the date hereof, and shall have the sole, exclusive right to make contracts or agreements on behalf of the condominium, condominium property and the Association during said time. VENICE LANDMARK, INC., however, at its option, may elect at any time to terminate the rights reserved hereunder and to turn the operation and management of the Association and the Condominium over to the condominium owners.

9. BY-LAWS. The operation of the condominium property shall be governed by the By-Laws of BAHIA VISTA GULF OF VENICE, INC., a copy of which is attached as Exhibit "D" and incorporated herein by reference. No modification or amendment to these By-Laws shall be deemed valid unless set forth in a duly recorded amendment to this Declaration in accordance with the formalities set forth in Section 8 above.

10. OPERATION OF ASSOCIATION. The operation of the condominium shall be vested in BAHIA VISTA GULF OF VENICE, INC., a non-profit corporation. The Articles of Incorporation are attached as Exhibit "E," and said Articles and all subsequent amendments thereto are incorporated herein by reference.

11. COMMON EXPENSES; LIABILITIES; LIEN AND PRIORITIES; INTEREST AND COLLECTION. Except as otherwise provided in Exhibit "C," a unit owner, regardless of how title is acquired, shall be liable for his share of all common expenses coming due while he is the owner of the unit. In a voluntary conveyance, the grantor shall be jointly and severally liable with the grantee for the unit share of unpaid common expenses up to the time of such voluntary conveyance.

11.1 The liability for common expenses may not be avoided by waiver of the use or enjoyment of any common elements, the leasehold property or by abandonment of the unit.

11.2 A unit share of the common expenses and installments thereon, not paid within thirty (30) days of due date, shall bear interest from the date when due until paid at the highest rate allowed by law.

11.3 The Association shall have a lien on each condominium parcel for the unit share of any unpaid common expenses, and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include reasonable attorney fees incurred by the Association incident to the collection of such common expenses or enforcement of such lien. Such lien shall be executed in and recorded in the public records of Sarasota County, Florida, in the manner provided by law, but such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by the Association.

11.4 Liens for the unit share of common expenses may be foreclosed by suit brought in the name of the Association in a like manner as a foreclosure of mortgage on real property as more fully set forth in Chapter 711, Florida Statutes.

12. EASEMENTS.

12.1 Owners of units shall have as an appurtenance there-to a perpetual easement for ingress and egress to and from their unit over stairs, terraces, balconies, elevators, walks and other common elements.

12.2 All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists.

13. MEMBERSHIP IN ASSOCIATION.

13.1 BAHIA VISTA GULF OF VENICE, INC., a non-profit Florida corporation, was chartered to perform the acts and duties desirable for apartment house management for unit and common elements, and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid.

13.2 All unit owners shall automatically be members of the Association and said membership shall terminate when they no longer own said units.

13.3 Where a unit is owned by more than one owner, such owners shall collectively be entitled to one vote in accordance with voting privileges set forth in the By-Laws of BAHIA VISTA GULF OF VENICE, INC.

13.4 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as appurtenant to his apartment.

14. ANNUAL BUDGET AND COLLECTION OF ASSESSMENTS.

14.1 The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, which budget shall project anticipated income and estimated common expenses.

14.2 The estimated common expenses shall be assessed against each apartment in accordance with the formula heretofore set forth in Paragraph 7 above. One-fourth of the amount assessed against each unit shall be payable on the first day of each quarter. In addition, the Association has the power to levy equal special assessments against each unit if a deficit should develop in the treasury for the payment of common expenses.

14.3 The Board of Directors of the Association shall have the right to enter into a management contract with BAHIA VISTA OF VENICE, INC. wherein BAHIA VISTA OF VENICE, INC. will for a set sum per unit provide the necessary maintenance and pay all of the obligations of the association (except the payments due under the terms of the lease between BAHIA VISTA OF VENICE, INC., as Lessor, and the Association, as Lessee, a copy of which is attached hereto as Exhibit " ") for the term set forth in the agreement.

15. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exists upon the land.

15.1 Single family residences. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

15.2 Nuisances. No nuisances shall be allowed upon the condominium property which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

15.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

15.4 Leasing. Entire units may be leased provided the occupancy is only by the lessee, his family, his servants and guests.

15.5 Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

15.6 Proviso. Provided, however, that until BAHIA VISTA OF VENICE, INC. has completed all the contemplated improvements and the sale of all the condominium apartments has been closed, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated

improvements and the sale of the apartments. BAHIA VISTA OF VENICE, INC. may make such use of the unsold units and common areas as may facilitate such completion and sales including, but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

16. CONVEYANCES. In order to assure a community of congenial residents and thus protect the value of the units, the sale, and mortgaging of units by any owner other than the developer shall be subject to the following provisions:

16.1 Sale of Unit. The approval of the Directors shall be obtained in the manner hereinafter provided, EXCEPT, the provisions of this Section 16 entitled "Conveyances" shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquired its title.

(1) Notice to Directors. A unit owner intending to make a bona fide sale of his unit, or any interest therein, shall give notice to the Directors of such intention, together with the name and address of the intended purchaser, such other information as the Directors may reasonably require, and the terms of the proposed transaction.

(2) Approval of Directors. Within thirty (30) days after receipt of such notice, the Directors must either approve the transaction, or furnish a purchaser approved by the Directors who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser furnished by the directors may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Directors shall be in recordable form and shall be delivered to the purchaser and recorded in the public records of Sarasota County, Florida.

16.2 Mortgage. No unit owner may mortgage his unit or any interest therein without the approval of the Directors, except to a bank, life insurance company or federal savings and loan association. The approval of any other mortgagees may be upon conditions determined by the Directors or may be arbitrarily withheld.

17. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

17.1 Promptly pay the assessments levied by the Association.

17.2 Maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

17.3 Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner.

17.4 Not permit or suffer anything to be kept in his unit which will increase the insurance rates on his unit or the common elements.

17.5 Conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

17.6 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair or replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the corporation.

17.7 Show no sign, advertisement or notice of any type on the common elements of his unit and erect no exterior antennas and aeriels except as provided in uniform regulations promulgated by the Association.

17.8 Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the units; whereas, the corporation shall pay for and be responsible for repairs within the common elements.

18. DEVELOPER'S USE. The developer shall have the right to utilize one of each different type of apartment as a model for a period of five (5) years from the date of the recording of this Declaration of Condominium and to have located on the common property a sign on the premises adjacent to the street advertising the model, size of the sign not to exceed 10' x 10'.

19. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right for its employees or agents to enter the unit and do the necessary work to enforce compliance with the above provision.

20. INSURANCE. The insurance other than title insurance that shall be carried upon the condominium property of the apartment owners shall be governed by the following provisions:

20.1 AUTHORITY TO PURCHASE; NAMED INSURED. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

20.2 COVERAGE.

(1) CASUALTY. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(2) PUBLIC LIABILITY. In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(3) WORKMEN'S COMPENSATION policy to meet the requirements of law.

(4) SUCH OTHER INSURANCE as the Board of Directors of the Association shall determine from time to time to be desirable.

20.3 PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

20.4 INSURANCE TRUSTEE; SHARES OF PROCEEDS: All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to VENICE-NOKOMIS BANK, Venice, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(1) COMMON ELEMENTS. Proceeds on account of damage to common elements--an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(2) APARTMENTS. Proceeds on account of damage to apartments shall be held in the following undivided shares:

a. When the building is to be restored - for the owners of damaged apartments in proportion to the costs of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

b. When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(3) MORTGAGEES. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owners as their interests may appear; provided, however, that a mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and the mortgagee shall have the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds payable to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

20.5 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) EXPENSE OF THE TRUST. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(2) RECONSTRUCTION OR REPAIR. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(3) FAILURE TO RECONSTRUCT OR REPAIR. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(4) CERTIFICATE. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

(5) ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

21. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

21.1 DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) COMMON ELEMENT. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(2) INDIVIDUAL UNITS. In the event a loss occurs to any improvements or improvements within individual units without any loss occurring to any of the improvements within the common elements or limited common elements and provided the mortgagee or mortgagees approve, the Trustee shall hold such funds in escrow to pay for repair and reconstruction within the individual units. The money so received shall be allotted to repairs within each unit in proportion to the loss sustained to the improvements within said unit as estimated by the Association, and in the event the insurance funds are not sufficient to effect all of the necessary repairs, the members owning interest in units containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their units.

(3) COMMON ELEMENTS AND UNITS COMBINED. In the event that loss occurs to the improvements within units and the contiguous common elements provided the mortgagees agree, the Association shall

promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. In such event should the insurance proceeds be insufficient to repair the improvements within the common elements and within the units, the funds shall be apportioned to repair improvements within members units and within the common elements in proportion to the loss sustained to improvements within said units and common elements as estimated by the Association. The balance of the sums necessary to complete the repairs of the damage to the common elements shall be secured by assessments against all of the owners of condominium units. The balance of the funds necessary to complete the repairs within the individual units shall be secured by a special assessment against the individual members owning interest in units containing damaged improvements in an amount necessary to repair and restore the improvements within their individual units.

(4) FAILURE OF MORTGAGEES TO AGREE. If under subparagraphs (2) and (3) above, all of the mortgagees do not agree, the Trustee shall disburse the funds as follows:

a. Individual shares. The insurance proceeds shall be divided into individual shares. One share allocable to the damage to the common elements in proportion to the ratio that the loss to the common elements bears to the entire loss, this share to be retained by the Trustee. One share then shall be allotted to each damaged unit in proportion to the ratio that the loss to the unit bears to the entire loss. All proportions of loss sustained to be estimated by the Association. The share allotted to each damaged unit shall be payable to the unit owner and the mortgagee as their interests may appear. The Association then shall go ahead with the repair of the common elements and the damaged units. If the sum allotted to the repair of the common elements is not sufficient for said repair, all of the owners of condominium units shall be assessed for the balance of the funds needed for improvements to the common elements and the owners of the individual units shall be assessed individually for the full amount of the sums necessary to complete the repairs within their individual units.

b. Abandonment. If there has been a loss or damage to the condominium property in excess of fifty percent (50%) of the insured value based on estimates by the insurance carrier and the insurance proceeds are inadequate to repair and reconstruct same, and provided that the mortgagees agree and that seventy-five (75%) percent of the voting members vote against levying the special assessments and in favor of abandonment, the project shall be abandoned and the condominium terminated.

c. Evidence of Abandonment. As evidence of the members' resolution to abandon, the President and the Secretary of the Association shall execute and place in the public records of the County an affidavit stating that such resolution was properly passed to which a copy of consent of seventy-five (75%) percent of the unit owners and holders of all liens shall be affixed, and upon the filing of such resolution the condominium shall be terminated.

(5) CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

21.2 PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

21.3 ESTIMATES OF COSTS. Immediately after a determination is made to rebuild or repair damage to property, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

21.4 CONSTRUCTION FUNDS. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(1) ASSOCIATION. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(2) INSURANCE TRUSTEE. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

a. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair is less than \$5,000 then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided however that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

b. Association - major damage. If the amount of the estimated costs of reconstruction and repair is more than \$5,000 then the construction fund shall be disbursed in payment of such costs and in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

c. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

d. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners and assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid, provided that when a mortgagee is required in the instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an

insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursement in payment of costs of reconstruction and repair.

22. SUBLEASE. The original purchaser of the condominium unit from the developer shall be required to execute, as sublessee, a lease in the form attached hereto as Exhibit "C."

22.1 ASSUMPTION OF SUBLEASE. During the term of the lease between BAHIA VISTA OF VENICE, INC. and BAHIA VISTA GULF OF VENICE, INC. and the sublease between BAHIA VISTA GULF OF VENICE, INC. and each individual owner, each subsequent purchaser of a unit shall be required, in order to obtain fee simple title to a condominium, to assume the outstanding sublease between the unit owner and BAHIA VISTA GULF OF VENICE, INC. by executing an assumption agreement in the form attached hereto as Exhibit "F," the assignment of which shall be executed by the previous owner and the consent of the assignment shall be executed by the Association provided the purchaser has otherwise been approved in accordance with other provisions of this Declaration.

22.2 An owner who executes a mortgage on his unit in accordance with the provisions of paragraph 16.2 above shall have the right to include in said mortgage his leasehold interest pursuant to the sublease between the owner and BAHIA VISTA GULF OF VENICE, INC.

23. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

23.1 NEGLIGENCE. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

23.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged failure of an apartment owner or the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

23.3 NO WAIVER OF RIGHTS. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

24. TERMINATION. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

24.1 DESTRUCTION. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damages, the condominium plan of ownership will be terminated.

24.2 AGREEMENT. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination and if the approval of the owners of not less than seventy-five (75%) percent of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(1) EXERCISE OF OPTION. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) PRICE. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) PAYMENT. The purchase price shall be paid in cash.

(4) CLOSING. The sale shall be closed within ten (10) days following the determination of the sale price.

24.3 CERTIFICATE. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Sarasota County, Florida.

24.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the condominium, the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to termination.

24.5 AMENDMENT. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

25. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining.

26. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same as used, herein the term "member" means and refers to any person, natural or corporate, who is an apartment owner and the term "association" is used synonymously with the "corporation" and refers to BAHIA VISTA GULF OF VENICE, INC. The term "developer" refers to VENICE LANDMARK, INC.

27. EXHIBITS. All exhibits attached hereto are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed, in its name, by its President, and its corporate seal affixed this 29 day of July, 1969.

VENICE LANDMARK, INC.

Attested to:

E. Snow Martin, Jr.
E. Snow Martin, Jr., Secretary

By: *Robinson Callen*
Robinson Callen, President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROBINSON CALLEN and E. SNOW MARTIN, JR., President and Secretary, respectively, of VENICE LANDMARK, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 29 day of July, 1969.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires July 8, 1970
Bonded thru Edge-VanOrsdale Agency
Venice, Florida 33595

T. Lamar Hayes
Notary Public

BY-LAWS
BAHIA VISTA GULF OF VENICE, INC.
(a non profit Florida corporation)

ARTICLE 1.

GENERAL

Section 1. NAME: The name of the corporation shall be BAHIA VISTA GULF OF VENICE, INC.

Section 2. PRINCIPAL OFFICE: The principal office of the corporation shall be 241 Nokomis Avenue South, Venice, Florida, until such time as the construction of the condominium is complete, at which time the principal office of the corporation shall be at the Bahia Vista Gulf condominium, Venice, Florida.

Section 3. DEFINITION. As used herein, the term "corporation" shall be the equivalent of "association," and the words "property" and "unit" or "unit owner" and "condominium" are defined as set forth in Chapter 711, Florida Statutes.

ARTICLE 2.

DIRECTORS

Section 1. NUMBER AND TERM: The number of Directors which shall constitute the whole Board shall be not less than three (3) nor more than twelve (12).

Section 2. VACANCY AND REPLACEMENT: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors no less than a quorum at a special meeting of Directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which said vacancy occurred.

Section 3. REMOVAL: The original Directors or any Directors appointed to fill a vacancy arising prior to January 15, 1974 shall not be capable of being removed by a vote of the membership. After the initial election of Directors by the membership, Directors may be removed for cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the Board if, except as heretofore set forth, during his term of office his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. POWERS: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect assessments and establish the time for which payments of same are due;

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property except those portions thereof which are required to be maintained, cared for and preserved by the unit owners;

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these By-Laws and the terms and conditions of the Declaration;

G. To employ such personnel as may be required for the maintenance and preservation of the property;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels;

I. To enter into real property leases both as lessee and lessor in connection with the operation of the condominium.

Section 5. COMPENSATION: Neither Directors nor Officers shall receive compensation for their services as such.

Section 6. MEETINGS:

A. The annual meeting of each Board of Directors newly elected by members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting;

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board of Directors. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least five (5) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting;

C. A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors.

Section 7. ORDER OF BUSINESS: The order of business at all meetings of the Board of Directors shall be as follows:

- A. Roll call;
- B. Reading of minutes of the last meeting;
- C. Consideration of communications;
- D. Resignation and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 8. ANNUAL STATEMENT: The Board of Directors shall present no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including

a report of the operating expenses of the corporation and the assessments paid by each member.

ARTICLE 3.

REC. 826 PG 876

OFFICERS

Section 1. EXECUTIVE OFFICERS: The executive officers of the corporation shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annual by said Board of Directors. Any two of said officers may be united in one person except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice-President.

Section 2. SUBORDINATE OFFICERS: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office doing the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. TENURE OF OFFICERS: REMOVAL: All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. PRESIDENT:

A. The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the corporation; he shall see that all orders and resolutions of the Board of Directors are carried into effect; he may execute bonds, mortgages, and other contracts requiring the seal, under the seal of the corporation; the seal when affixed may be attested by the Secretary.

B. He shall have general superintendence and direction of all the other officers of the corporation and shall see that their duties are performed properly;

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors whenever called for by them and to the stockholders at the annual meeting, and from time to time shall report to the Board of Directors all matters within his knowledge which the interest of the corporation may be required to be brought to their notice;

D. He shall be an ex officio member of all of the committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. VICE PRESIDENT: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. SECRETARY:

A. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors.

B. He shall see that all notices are duly given in accordance with all provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep the register of the post office addresses of each unit owner which shall be furnished to the Secretary by such unit owner.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. TREASURER:

A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, all books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors;

B. He shall disburse the funds of the corporation as ordered by the Board of Directors, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and the restoration to the corporation, in the case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. VACANCIES: If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. RESIGNATIONS: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall be required to make it effective.

ARTICLE 4.

MEMBERSHIP

Section 1. DEFINITION: Membership in the corporation shall be limited to owners of a condominium parcel defined by the Florida Statute on condominiums.

Section 2. TRANSFER OF MEMBERSHIP AND OWNERSHIP: Membership in the corporation may be transferred only as and incident to the transfer of a condominium unit, and such transfers shall be subject to the procedures set forth in the Declaration of Condominium.

ARTICLE 5.

MEETING OF THE MEMBERSHIP

Section 1. PLACE: All meetings of the corporate membership

shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. ANNUAL MEETING:

A. The first annual meeting of the membership shall be held no later than January 15, 1974; thereafter, it shall be held on the 15th day of January each year;

B. If the annual meeting date should fall on a legal holiday, then the meeting shall fall on the next secular day following;

C. All annual meetings shall be held at the hour of 2:00 P.M.;

D. At the annual meetings, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, the members shall elect by a majority vote, a Board of Directors, and transact such other business as may properly come before the meeting;

E. Written notice of the annual meeting shall be served upon or mailed by the Secretary to each member entitled to vote thereat, at such address as appears on the books of the corporation at least ten (10) days prior to the meeting.

Section 3. MEMBERSHIP LIST: At least ten (10) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by apartment unit, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. PARCEL OWNED BY MORE THAN ONE PERSON OR BY A CORPORATION: The vote of the owners of an apartment owned by more than one (1) person or by a corporation or other entities shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

Section 5. RIGHT TO VOTE AND PROXIES: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxies shall only be valid for such meeting or subsequent adjourned meeting thereof. When an individual or a corporation owns more than one condominium parcel, they shall be entitled to the votes for each parcel so owned.

Section 6. SPECIAL MEETINGS:

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing, of a majority of the Board of Directors or at the request in writing of nine (9) members. Such requests shall state the purpose or purposes of the proposed meeting;

B. Written notice of a special meeting of members stating the time, place and object thereof shall be served upon and mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting;

C. Business transacted at all special meetings shall be confined to the object stated in the notice thereof.

Section 7. QUORUM: Members entitled to vote and representing owners of fifty-one (51%) percent of the units present in person or by written proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the statutes, by the Certificate of Incorporation, or by these By-Laws. If, however, such a quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. VOTE REQUIRED TO TRANSACT BUSINESS: When a quorum is present at any meeting, the vote of a majority of the unit owners present in person or represented by written proxy, shall decide any question brought before the meeting unless the question is one upon which by express provision of the statutes or the Certificate of Incorporation, the Declaration of Condominium or of these By-Laws a different vote is required in which case such expressed provision shall govern and control the decision of such question.

Section 9. WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation, Declaration of Condominium or these By-Laws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote if such meeting were held shall consent in writing to such action being taken.

ARTICLE 6.

NOTICES

Section 1. DEFINITION: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any Director or member, it shall be given in writing by mail by depositing the name in the post office or letter box in a postpaid sealed wrapper addressed to such Director or member as his name appears on the books of the corporation.

Section 2. SERVICE OF NOTICE WAIVER: Whenever any notice is required to be given under the provisions of the statutes or the Certificate of Incorporation, Declaration of Condominium or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereof.

ARTICLE 7.

FINANCES

Section 1. FISCAL YEAR: The fiscal year shall begin the 1st day of February of each year.

Section 2. CHECKS: All checks or demands for money and notes of the corporation shall be signed by the President or Treasurer or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE 8.

SEAL

The Seal of the Corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words non profit. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE 9.

REC. 826 PG 880

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

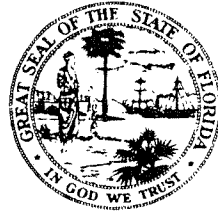
Adopted this 29 day of July, 1969.

J. H. Jones
E. Snow Watney
Robison Gille

State of Florida

OFF. REC. 826 PG 881

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

BAHIA VISTA GULF OF VENICE, INC.,

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 9th day of September,
A.D., 19 69 as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 9th day of September,
A.D. 19 69.



Tom Adams
Secretary of State

ARTICLES OF INCORPORATION
FOR
BAHIA VISTA GULF OF VENICE, INC.

VOL. 826 PG 882
REC.

We, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided.

ARTICLE I.

The name of this corporation shall be BAHIA VISTA GULF OF VENICE, INC., a condominium, and the principal office shall be in Sarasota County, Florida.

ARTICLE II.

The purposes for which this corporation is formed are as follows:

- A. To form an "association" as defined in the "Condominium Act" of the Statutes of the State of Florida, and in conjunction therewith to establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving and administering the condominium property, and to perform the acts and duties desirable for apartment house management for the units and common elements.
- B. To carry out the duties and obligations and receive the benefits given the association by the "Declaration of Restrictions, Reservations, Covenants, Conditions and Easements" of BAHIA VISTA GULF OF VENICE, INC., a condominium.
- C. To establish by-laws for the operation of the condominium property providing for the form of administration and rules and regulations for governing the association.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act".

The corporation shall specifically have the right to enter into leases both as lessee and lessor.

No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

ARTICLE III.

Section 1. All unit owners of a condominium parcel shall automatically be members, and their membership shall automatically terminate when they are no longer owners of a unit.

Section 2. There shall not be more than one (1) voting member for each unit in the condominium and said member shall be entitled to one (1) vote for each unit which he owns at a meeting of the association. A corporation or any individual with an interest in more than one (1) unit may be designated the voting member for each unit in which he owns an interest.

ARTICLE IV.

This corporation shall have perpetual existence.

ARTICLE V.

The names and residences of the subscribers are as follows:

<u>Name</u>	<u>Address</u>
E. Snow Martin, Jr.	910 Arcade Bldg., Lakeland, Fla. 33802
Robinson Callan	910 Arcade Building, Lakeland, Fla. 33802
J. H. Jones	910 Arcade Bldg., Lakeland, Fla. 33802

ARTICLE VI.

Section 1. The affairs and property of this corporation shall be managed and governed by a board of directors, composed of not less than three (3), not more than seven (7) individuals, unless the number be changed by by-law or changed by the directors.

Section 2. The original directors set forth in these Articles of Incorporation shall serve until the 15th day of January 1974, unless prior to that time they voluntarily resign in favor of electing new directors. On the 15th day of January, 1974, a meeting of the membership of the corporation is to be held for the purpose of electing new directors. Directors thereafter shall be elected to serve for a term of one year, and shall be elected by the voting members in accordance with the by-laws at the regular annual meeting of the corporation to be held at 2:00 o'clock P.M. on the 15th day of January, of each year thereafter or such other time as may be determined in the manner prescribed in the by-laws. In the event of a vacancy during the term of the original directors, the remaining directors may appoint an additional director to serve the balance of the term. Vacancies occurring after expiration of the terms of the original directors shall be filled in accordance with the terms of the by-laws.

Section 3. All officers shall be elected by the Board of Directors in accordance with the by-laws at the regular annual meeting of the Board of Directors. The Board of Directors shall elect from among the members a president, vice president, secretary, treasurer and such other officers as they shall deem desirable, consistent with the corporate by-laws.

ARTICLE VII.

The names of the officers who shall serve until the first election are as follows:

<u>Name</u>	<u>Title</u>
Robinson Callen	President - Treasurer
E. Snow Martin, Jr.	Vice President
J. H. Jones	Secretary

ARTICLE VIII.

The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors, which shall take place at the annual meeting to be held on or about the 15th day of January 1974, or upon the voluntary resignation of all of the existing directors, whichever occurs first:

<u>Name</u>	<u>Title</u>
Robinson Callen	President - Treasurer
E. Snow Martin, Jr.	Vice President
J. H. Jones	Secretary

ARTICLE IX.

Prior to January 15th, 1974, the by-laws of this corporation may be altered, amended or rescinded at any duly called meeting of the Board of Directors on an affirmative vote of 2/3rds of the entire board. Thereafter the by-laws may be altered, amended or rescinded by the directors in the manner set forth above, or at any duly called meeting of the members provided notice of the meeting contains a full statement of the proposed amendments, a quorum is in attendance, and there be an affirmative vote of 3/4ths of the qualified voting members of the corporation.

ARTICLE X.

Section 1. The Articles of Incorporation may be altered or amended at any time prior to January 15th, 1974, by a 2/3rds vote of the entire Board of Directors. Thereafter, the Articles of Incorporation may only be altered or amended if the proposal to alter or amend shall be in writing, signed by a member, and delivered to the President not less than twenty days prior to the membership meeting at which such proposal is to be voted upon. The Secretary will give to each voting member notice setting out the proposed alteration or amendment and the time of the meeting at which such proposal will be voted upon, and such notice shall be given not less than fifteen (15) days prior to the date set for such meeting, and it shall be given in the manner provided in the by-laws. An affirmative vote of eighty percent (80%) of the qualified voting members of the corporation is required for the requested alteration or amendment.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

IN WITNESS WHEREOF, we hereunto set our hands and seals at Venice, Sarasota County, Florida, this 29th day of July, 1969.

Signed, sealed and delivered in the presence of:

E. Snow Martin, Jr.
E. Snow Martin, Jr.

T. Thomas Hagan

Robinson Callen
Robinson Callen

Marilyn R. Chaswich

J. H. Jones
J. H. Jones

STATE OF FLORIDA)
COUNTY OF SARASOTA)

ON THIS DAY personally appeared before me the undersigned officer, duly authorized to take acknowledgments, E. SNOW MARTIN, JR., ROBINSON CALLEN, and J. H. JONES, to me well known and known to me to be the subscribers described in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at Venice, said County and State this 29th day of July, 1969.

T. Thomas Hagan
Notary Public

My Commission Expires:

Notary Public for the State of Florida at Large
Commission Expires July 8, 1970
211 Bay Edge-Venuesdale Agency
Venice, Florida 33595

BY-LAWS
BAHIA VISTA GULF OF VENICE, INC.
(a non-profit Florida Corporation)

ARTICLE 10A
RULES AND REGULATIONS

Section 1. **ALTERATION AND REPAIR OF UNIT PARCEL:** Unit owners are reminded that any alteration and repair of any unit parcel is the responsibility of the Association, except for the interior of the units. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the written approval of the Board of Directors.

Section 2. **AIR CONDITIONING APPARATUS:** Air conditioning equipment both internal and external to the apartments, are the responsibility of the unit owners. If the external unit requires replacement, it shall be replaced by a unit compatible in appearance to those installed on that building.

Section 3. **ANIMALS:** Animals are not allowed on the beach. (Town Ord.). Unit owners may keep animals on the premises. Renters of **three months** duration may have animals. All animals must always be on leash inside the compound and must be walked for bathroom reasons outside of the shrubbed area. (**Jetty and Public Boat Launching Areas**).

Section 4. **BEACH:** The beach to the mean high water line (mean high tide) is the property of the condominium. Pool and deck furniture shall not be removed to the beach. Each person is responsible for cleaning up his own litter each day.

Section 5. **BIKES:** No bikes or other vehicles are allowed on the property except in the officially designated areas. No children's tricycles, carts, etc., are allowed on the sun decks or pool areas.

Section 6. **BULLETIN BOARDS, ADVERTISEMENTS AND POSTERS:** Bulletin boards are for official notices only. Use of them for individual purposes, or tampering with bulletins posted on them is prohibited. The boards marked for "Personal Notices" are an exception but should be used with discretion. No person shall post any advertisements or posters of any kind in or about the condominium premises except as authorized by the Board of Directors.

Section 7. **CAR WASHING:** Motor vehicles may be washed only in the areas designated for this purpose.

Section 8. **CHILDREN:** Owners, guests or occupants shall be responsible for the good behavior of their children and their compliance with these rules and regulations.

Section 9. **CLUB HOUSE:** Private parties are by arrangement only with the social committee. Clean up shall be arranged by parties using the club house facilities within 12 hours. (See Insert 9A).

Section 10. **COMPLAINTS, SUGGESTIONS AND RECOMMENDATIONS:** All complaints, suggestions and recommendations should be in writing, dated, signed and submitted to the President or Secretary five days prior to the Board Meeting or Annual Stock Holders Meeting.

Section 11. **EMERGENCIES:** Any emergencies such as stopped-up sewers, failure of laundry equipment, pool failure, etc. should be reported to the Resident Manager or any Officer or Board Member of the Corp.

Section 12. **EMPLOYEES' SUPERVISION:** No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Management, nor shall he attempt to send any of such employees upon private business of such owner or resident. Any or all such inquiries should be made to the Resident Manager or President.

Section 13. **FINANCIAL RESPONSIBILITY:** All unit owners shall be financially responsible for loss or damage to condominium property incurred by themselves or their guests or by their tenants or tenants' guests.

Section 14. **GARBAGE AND TRASH:** The kitchen disposal is to be used for all grindable garbage. All garbage shall be enclosed in **plastic garbage bags and tied shut before placing in garbage bins.** All garbage and trash shall be placed in designated receptacles.

Section 15. **INGRESS OR EGRESS:** No person shall obstruct the common way of ingress or egress to the other units or the common elements. This includes walkways, entrances, exits and parking area. No person shall affix any item of any kind to or on the property unless specifically approved by the Board of Directors.

Section 16. **INSURANCE RATES:** No person shall permit or suffer anything to be done in his unit or on the common property which will increase insurance rates on his unit or on the common property.

Section 17. **LAUNDRY:** Laundry facilities are for the use of owners, guests and tenants only. Remove laundry promptly upon completion of operation. Keep areas clean and remove lint from dryers.

Section 18. **NAMEPLATES OR SIGNS ON UNITS:** An owner may identify his unit with a nameplate of a type and size approved by the Board of Directors and mounted in a place and manner approved by the Board. No other signs may be displayed unless approval is secured from the Board of Directors.

Section 19. **NOISE:** All persons shall control all sound making equipment, including radios, T.V.'s, record players, etc. to the extent that the sound shall be audible only in their respective units.

Section 20. **OCCUPANTS:** As used herein, the term occupant means any person not a unit owner who is lawfully in residence in a condominium unit. All members who lease, rent or lend their unit to others shall make a copy of these rules and regulations available to their occupants, and it is the owner's responsibility to see that the occupants adhere to them.

Section 21. **PARKING AND SAFE DRIVING:** Motor vehicles shall be parked in each respective unit owner's **future** designated space. Guests and workmen's cars shall be parked in the future designated guest area. Safe driving must be observed by everyone on the common grounds. The speed limit is 15 miles per hour. Do not park vehicles so they project into the roadway.

Section 22. **PLANTS AND SHRUBS:** No person shall plant, prune, trim, cultivate or fertilize any of the trees or shrubs on the common grounds without permission from the Grounds Committee.

Section 23. **PLUMBING:** Toilets and other plumbing shall not be used for any other purpose than those for which they are designed and constructed. No sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the owner.

Section 24. **PREFERENTIAL USE:** All uses designed, calculated, intended or likely to result in the deprivation of any unit owner, of an opportunity equal to that of any other unit owner to use, occupy, and enjoy the same are prohibited.

Section 25. **POOL:** The pool is operated under the supervision and jurisdiction of the Sarasota County Board of Health. Regulations covering the use of same are posted at the pool and in the Clubhouse. For the protection of all, the regulations must be strictly observed. They have been established to assure safe and sanitary operation of the pool facilities. All persons are to obey the rules, regulations and instructions at all times.

- (a) All persons using any of the recreational facilities do so at their own risk.
- (b) All bathers must shower immediately before entering the pool.

- (c) Swim caps must be worn by all bathers with shoulder length hair while in the pool. (Florida Law).
- (d) Swimmers shall wear bathing attire when using the pool. Street clothes are not permitted in the pool.
- (e) Children under twelve years of age must be supervised at all times by an adult.
- (f) In order to prevent pool contamination and to insure the health and safety of all bathers, glass containers, food and pets are not allowed in the pool area, which consists of the entire concrete area and the water container. For the same reasons spitting, spouting of water, rough-housing and horse play are prohibited in the pool area.
- (g) No air-inflated tubes, jackets, masks, toys, balls, goggles, flippers, webbed feet or other such paraphernalia shall be allowed in the pool, when such use would interfere with other persons' use of the pool.
- (h) Children under eighteen (18) years of age are allowed one (1) local guest every two weeks. All children under twelve (12) years of age and their guests must be supervised by an adult at all times.

Section 27. **RAILINGS:** Building porches, windows, balconies and railings shall be kept clear at all times. **They shall not be used as airing or drying racks for towels, swim suits, clothing, etc.**

Section 28. **RECREATIONAL AREAS:** The recreational areas are restricted to the use of owners, guests and tenants. Use shall be in such a manner so as not to interfere with other persons' quiet enjoyment.

Section 29. **REGISTRATION:** For security purposes, all guests and tenants must register, at reasonable hours, with the Resident Manager or President on arrival and advise when vacating unit. Owners shall notify the Resident Manager or President in advance of arrival of guests or tenants or have the incoming guest or tenant present a letter of authorization and permission from the unit owner.

Section 30. **SOLICITING:** Commercial soliciting within the premises for any purpose is prohibited. Violations should be reported at once to the Resident Manager or the President.

Section 31. **RENTAL OF UNITS:** Bahia Vista is a single family community providing for the enjoyment of the unit owners. Though units may be rented the rights of unit owners shall be given greater consideration than tenants when a conflict arises. Lessees are expected to exercise something more than normal care and consideration in the use of the property, its furnishings and equipment as well as the common grounds and recreational facilities.

- (a) **No unit owner shall lease an entire unit for a period of less than two weeks.** Loan of a unit to members of his family or friends is not considered a rental and does not require approval by the Association. Owners shall notify the Resident Manager or President of the name and address of the guests, and the dates of occupancy and assure that the guests are fully informed of our Rules and Regulations which apply.
- (b) No unit owner shall lease less than the entire unit. Units shall not be sublet or assigned by the lessee without prior written consent of the owner and of the Association and shall comply with the Rules and Regulations.
- (c) Occupancy of a unit is limited to the lessee and his family, his servants, and his guests.
- (d) All rentals shall be approved by the Board of Directors or their designated agent.
- (e) The unit owner and the lessee shall complete and submit in duplicate a Notice to Rent and an Application For Approval to Rent, signed and notarized, to the Board of Directors or their agent five days prior to occupancy which forms are attached hereto as Exhibit A and made a part hereof. The forms may be obtained from the President.

- (f) An owner shall notify the Association promptly of any change in terms, effective dates, lease periods, cancellation or other significant aspect of a negotiation for which an Application has been submitted.
- (g) Renters of less than a year shall not have more than six permanent occupants in a two bedroom unit or more than four permanent occupants in a one bedroom unit. Renters of a year or longer shall not have more than four permanent occupants in a two bedroom unit or more than two permanent occupants in a one bedroom unit. Short term guests may reside in the units in keeping with a single family residence community.
- (h) Renters of less than three months are not permitted pets of any kind. Renters of three months or longer may have pets and shall comply with the Rules and Regulations governing animals.
- (i) Renters shall not use campers or mobile homes for sleeping accommodations on the condominium property.
- (j) The owner shall require, and each lessee expressly does agree to waive and relinquish any and all rights or claims by himself, his family or his guests, against the owner, agent or the Association for any injuries or damage to his property or their property, resulting from any equipment failure or malfunction. All personal property of the lessee and his party is kept on the premises at his own risk.
- (k) The Association may require an owner to terminate a lease prior to its expiration, for cause, such as abuse of the unit, its furnishings or equipment, failure to comply with the Rules and Regulations, conduct offensive to unit owners or their guests, abuse of the common elements, or any misrepresentation in the lessee's Application For Approval to Lease.
 - (1) A unit owner is responsible for the actions of all occupants and guests of his unit.
 - (2) A unit owner shall require in any lease that the Notice to Rent, Application For Approval to Rent, Declaration of Condominium, Articles of Incorporation of the Association, the By-Laws and Rules and Regulations shall become part of the terms and conditions of any lease.
 - (3) A lessee shall certify that he has received and read a copy of the Rules and Regulations and agrees to abide by them.
 - (4) A lessee shall certify that if a complaint is filed with the Board of Directors citing a violation by an occupant of any of the Rules and Regulations and the Board finds the occupant of the leased unit violated said Rule or Regulation, that the lessee shall vacate the premises within 48 hours of receiving notification from the Board of Directors.
 - (5) If the lessee fails to vacate the premises within 48 hours of receiving notice from the Board, he shall post a \$1,000.00 bond in cash with the Board of Directors to cover damages, attorney's fees and costs of suit which shall be the responsibilities of the tenant.
- (l) The owner shall require and the lessee expressly agrees by leasing any unit to pay all necessary costs incurred by the owner or the Association in enforcing, by legal proceedings or otherwise, the terms of his lease, the Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws or the Rules or Regulations, including reasonable attorney's fees.
- (m) Any transaction which does not comply with these provisions or which is disapproved is void, unless or until subsequent Association approval is obtained. Anyone occupying a unit under a void transfer is a trespasser and is subject to summary ejection from the Association premises.