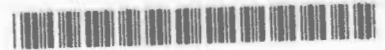


This instrument prepared by:
~~Sharon S. Vander Wulp~~
Attorney at Law
712 Shamrock Blvd.
Venice, FL 34293



AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
BIRD BAY VI, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium of BIRD BAY VI, a condominium, was recorded in Official Records Book 1800, Page 1808, et seq., of the Public Records of Sarasota County, Florida (Declaration), and

WHEREAS, there have been no amendments to the Declaration as reflected by instruments recorded in the public records, and

WHEREAS, a significant package of amendments was recently approved by an affirmative vote of not less than 2/3rds of the total membership of the Association at a members' meeting held on the 22 day of MARCH, 2017.

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

**(Substantial Rewrite of the Declaration of Condominium.
See the Original Declaration of Condominium and
Prior Amendments for Current Text.)**

ARTICLE 1
PURPOSE

1.1 Submission to Condominium. The purpose of the Declaration as originally recorded was to submit the fee simple title to the lands described in the Declaration of Condominium, as originally recorded, and the improvements now or thereafter constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended from time to time, herein called the "Condominium Act".

ARTICLE 2
IDENTIFICATION

2.1 Name and Address. The name by which this condominium is to be identified is, BIRD BAY VI, a condominium, and its address is c/o Argus Management of Venice, Inc., 181 Center Rd., Venice, Florida 34285.

2.2 The Land. The land, was owned by the Developer in fee simple, and it was submitted to the condominium form of ownership. The land lies in Sarasota County, Florida, more particularly described in the Plot Plan attached to the Declaration as originally recorded, and which is incorporated herein by reference, which Declaration was originally recorded in Official Records Book 1800, Page 1806, et. seq., of the Public Records of Sarasota County, and made a part hereof subject to the easements and other matters set forth therein or hereinafter described in this Declaration.

ARTICLE 3
DEFINITIONS

3.1 Definitions. The terms used in this Declaration shall have the meanings stated in the Condominium Act and as hereinafter provided, unless the context otherwise requires.

3.2 Unit. Unit means a part of the condominium property which is to be subject to exclusive ownership. When used in a unit's conveyance, and elsewhere when the context permits, the word unit shall include the appurtenances thereto which are elsewhere described.

3.3 Developer. Developer means Ramar Group Holdings, Inc., a dissolved Florida corporation, its designees, successors and assigns.

3.4 Unit Owner or Owner of a Unit. Unit owner or owner of a unit means a record owner of legal title to a condominium parcel.

3.5 Association. Association means Bird Bay North Condominium Association, Inc., a non-profit Florida corporation, which is responsible for the

condominium's operation, and its successors and assigns and any entity which operates or maintains other real property in which condominium unit owners have use rights, where unit owner membership in the entity is composed exclusively of condominium unit owners or their elected or appointed representatives, and where membership in the entity is a required condition of unit ownership.

3.6 Common Elements. Common elements shall include: (a) the portions of the condominium property not included in the units; (b) tangible personal property required for the management, maintenance, repair and operation of the common elements; and (c) other items as stated in the Condominium Act.

3.7 Limited Common Elements. Limited common elements mean those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units as is further described herein.

3.8 Common Expenses. Common expenses mean all expenses and assessments properly incurred by the Association for the condominium and all the expenses for which unit owners are liable to the Association and include:

a. Costs and expenses of administration; costs and expenses of common element maintenance, operation, repair or replacement, and of the portions of units to be maintained by the Association, including but not limited to:

1. Premiums for fire and other casualty, Workers' Compensation and other liability insurance, as provided herein.

2. Administrative costs of the Association, including professional fees and expenses.

3. Costs of water and sewage service, solar energy systems, garbage collection and trash removal, and all other utilities which are not metered or charged to the individual condominium units.

4. Labor, materials and supplies used in conjunction with the common element maintenance, repair, operation and replacement.

5. The cost of such additional land and improvements as may be purchased and added to the condominium as common elements by action of the Association's members.

6. Damages to the condominium property in excess of insurable coverage.

7. Expenses of management of the condominium, including the following:

i. Salary of a manager, if any, his assistants and agents;

ii. Other expenses incurred in the condominium property's management; and

iii. Management fees charged by management companies, if any.

8. All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles or the Bylaws.

9. The cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members.

10. The costs of maintaining the landscaping along the unpaved right-of-way of the public roads abutting the condominium property.

11. All assessments imposed by Bird Bay Community Association, Inc., against units in the condominium for the operation of the Bird Bay Community Facilities as further described in this Declaration.

12. The Condominium's pro rata share of the expenses incurred by the Association in connection with the Bird Bay North Recreational Facilities as further described in this Declaration in connection with other lands and facilities made available for use by the unit owners. Bird Bay North Recreational Facilities is not located within this condominium and it is a separate facility.

b. Expenses declared common expenses by provisions of this Declaration, the Articles, the Bylaws or the Condominium Act.

c. Any valid charge against the condominium property as a whole.

d. The cost of master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract may

be deemed a common expense at the discretion of the Board of Directors, from time to time.

3.9 Condominium. 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.

3.10 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.

3.11 Utility Services. As used in the Condominium Act and as construed with reference to this condominium and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, cable T.V., hot and cold water, heating, refrigeration, air-conditioning, garbage, trash and sewage disposal, and the solar energy system.

3.12 Association Property. Association Property means that property, real and personal, which is owned or leased, or is dedicated by a recorded plat to the Association for the membership's use and benefit.

3.13 Committee. Committee means a group of Board members, unit owners, or Board members and unit owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

ARTICLE 4 DEVELOPMENT PLAN

4.1 Development Plan. The condominium is described and established as follows:

4.2 Survey, Graphic Description of Improvements and Plot Plan. A survey of the land, a graphic description of the improvements in which the units are located and the other improvements of the condominium and a plot plan locating the improvements thereon and identifying the common elements and each condominium unit and providing accurate representations of their locations and dimensions are found in composite Exhibit "A", attached to the Declaration as originally recorded, and which is incorporated herein by reference.

4.3 Easements. Each of the following easements are hereby reserved in favor of the Association as the Developer's, successor and assign, and the unit owners and are covenants running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be

amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium.

a. Utilities. As may be required for utility services in order to adequately serve the condominium, the units and all portions thereof, provided, however, easements through a unit shall only be according to the plans and specifications for the building contained within the unit or as the building is actually constructed, unless approved, in writing, by the unit owner.

b. Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, stairways, parking areas, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property not intended for such use.

c. Easement for Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common element or upon any other unit by reason of original construction or by the unit owner's non-purposeful or non-negligent act, then an easement appurtenant to such encroaching unit, to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element shall encroach upon any unit by reason of original construction or the Association's non-purposeful or non-negligent act, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

d. Perpetual Non-Exclusive Easement. The common elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all the unit owners in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the provision of services for the benefit of all units. The common elements are also subject to a perpetual non-exclusive easement in favor of Association employees and agents and of any management entity contracted by the Association in order that such employees and agents may carry out their duties.

e. Authority of Association. The Association shall have the right to grant easements under, over, across, and through the condominium property to such persons or entities and for such purposes as the Association Board of Directors may deem appropriate by recording in the Public Records of Sarasota County, Florida, an instrument duly executed by the Association's President or Vice President.

f. Other Easements. Other easements, if any, as may be set forth in Exhibit "A", attached to the Declaration as originally recorded, and which is incorporated herein by reference.

4.4 Improvements. The condominium consists of 43 residential units. The common elements include open parking areas, driveways, and other improvements and facilities as shown on Exhibit "A", attached to the Declaration as originally recorded, and which is incorporated herein by reference. The units, buildings and other improvements and facilities are located substantially as shown in the plot plan attached as Exhibit "A", to the Declaration as originally recorded, and which is incorporated herein by reference.

4.5 Unit Boundaries. A unit shall consist of the space bounded within the horizontal planes of the top unfinished surface of the floor structure to the top side of the ceiling drywall and the vertical planes of the back side of the drywall on the exterior walls or party walls or other boundaries as shown hereon. Until construction of a particular building is substantially completed the respective units in such building shall occupy the air space bounded by the planes as located and dimensioned herein without reference to the physical improvements described above.

4.6 Common Elements. The condominium's common elements include the land and all other parts of the condominium not within the units and include, but are not limited to the following items:

a. All utility areas and installations of all utility services which are available to more than one unit or to the common elements.

b. All planting areas and planters (except for entry areas and patio appurtenant to the unit), lawns, trees, grass and shrubs.

c. All sidewalks, parking areas (except garages that are part of the condominium units), driveways, and other means of ingress and egress to the units.

d. All recreation facilities.

e. All mechanical equipment outside the respective condominium units, but not the heating and air-conditioning equipment serving each unit.

f. All structural beams, columns, and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building.

g. All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wires or pipe not within the units and those which, regardless of location, serve more than one unit.

h. The forgoing and all other common elements shall be available for use by all unit owners without discrimination except as herein set forth. Such use will be without charge except as authorized by this Declaration.

4.7 Limited Common Elements. The following shall be deemed to be limited common elements, the use of which shall be limited to those unit owners to whom such use is assigned by or pursuant to the provisions of this Declaration or the condominium Plat.

a. Driveways. Each driveway between the street and garage, as shown on the condominium Plat, shall be a limited common element reserved for the exclusive use of the unit or units it adjoins, as designated on the Plat.

b. Entry, Patio, Carport and Storage Areas. Each entry, patio, carport, and storage area shown on the condominium Plat shall be a limited common element reserved for the exclusive use of the unit it respectively adjoins as designated on the Plat.

c. Windows, Screens, and Doors. All windows, screens, and doors serving a unit that are located outside the unit boundaries shall be a limited common element, reserved for the exclusive use of the unit.

d. Air Conditioning and Heating Equipment. All equipment, ducts and other items comprising part of a heating and air conditioning system serving a unit which are located outside the unit boundaries shall be a limited common element, reserved for the exclusive use of the unit.

e. Entry and Patio Area Landscaping. The owners of the unit to which such entry or patio area is a limited common element may install additional landscaping within the boundaries thereof, except that any such landscaping as is visible from other units or from the street may not be installed without the prior written approval of the Board of Directors. Unit owners may not install any improvements other than landscaping in their respective unit entry or patio areas unless the improvements are approved in advance by the Board of Directors. All improvements shall be installed in accordance with the plans and specifications approved in writing by the Association. All landscaping so planted and other improvement placed in these locations by a unit owner shall thereafter be maintained and replaced by the owner of the unit and subsequent owners of the unit.

ARTICLE 5
THE UNITS

5.1 The Units. The condominium units are more particularly described and the rights of their owners established as hereinafter provided.

5.2 Number of Units. There are a total of 43 residential units in the condominium.

5.3 Unit Identification. Each unit is identified by number as follows: units 801 to 866.

5.4 Appurtenances to Units. Each unit owner shall own a share and certain interests in the condominium property, which share and interest are appurtenant to his unit, including but not limited to the following items that are appurtenant to the units as indicated:

a. Common Elements and Common Surplus. The undivided shares in the land and other common elements and in the common surplus which are appurtenant to each unit shall be a 1/43rd.

b. Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

c. Driveways, Entry Areas, Patio, Carport and Storage Areas. Each unit has assigned to it a limited common element driveway, entry, patio, carport and storage area, which areas are appurtenant to the unit to which they are assigned.

d. Common Element Use Rights. The right to use all of the common elements for their intended purposes, subject to the provisions of this Declaration, the Bylaws, and such reasonable Rules and Regulations as may from time to time be established by the Association.

5.5 Liability for Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses, such share being a 1/43rd.

ARTICLE 6
MAINTENANCE, ALTERATION AND IMPROVEMENT

6.1 Maintenance, Alteration and Improvement. The responsibility for the maintenance of the condominium property and restriction upon the alteration and improvement thereof shall be as hereinafter provided.

6.2 By the Association. The Association shall maintain, repair and replace at the Association's expense:

a. All portions of a unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls.

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association or which are considered to be part of the common element as described in Article 4, and all such facilities contained within a unit that service part or parts of the condominium other than or in addition to the unit within which contained.

c. All of the common elements such as the driveway, carport, storage area, walkway, exterior lighting fixture attached to the front of the garage and the mailbox appurtenant to each unit.

d. All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

e. Electrical wiring up to the circuit breaker panel which provides service to each unit.

f. Water pipes up to the main valve providing service only to the individual unit. Sewer pipes to the unit boundary. However in the event the sewer pipe between the unit and the common pipe is clogged or requires other repair due to a unit owner's negligence or intentional act and the Association has paid for these repairs, then the expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other collection expenses, if any, and the Association may collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of this Declaration.

g. The main water supply shut-off valve for the unit.

h. All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

i. All exterior building surfaces, including painting, waterproofing, and caulking.

j. Dryer vents shall be cleaned by the Association one (1) time every five (5) years. In the event the vent requires cleaning more frequently than as provided for by the Association, then the unit owner may do so at his expense.

k. All exterior doors, except for glass and screen portions thereof and except for the cleaning or painting of non-glass interior surfaces.

l. The paved main entry drives leading from Bird Bay Drive North and Bird Bay Drive West to the condominium property.

m. All sod, shrubs, landscape berms, and other landscaping and irrigation therefor along the unpaved right-of-way of the public roads abutting the condominium property.

6.3 By the Unit Owner. The unit owner's responsibility shall be to maintain, repair and replace at his expense the following:

a. All portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

b. All air-conditioning and heating equipment, thermostats, ducts, electrical wiring and installations serving the unit exclusively, no matter where located.

c. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit without the Board of Director's prior written approval.

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

e. All exterior gutters, windows and screens, screening, window and screen frames, screen doors, window and screen supports. The washing of screens, windows, and other exterior glass surfaces that are not readily accessible shall be done by the Association, but only upon such schedules as the Board of Directors may determine in its sole discretion.

f. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) from the main valve, including both the circuit breaker and electric meter serving the unit and those items as listed in this paragraph located partially or entirely within the unit and serving only the unit. All exterior lighting fixtures except for the fixture attached to the front of the garage.

- g. Carpeting and other floor coverings.
- h. Shower pans.
- i. Other facilities or fixtures that are located or contained entirely within the unit and serve only the unit.
- j. All interior partition walls that do not form part of the unit's boundary (excluding load bearing portions thereof).
- k. All plantings and improvements of whatever nature installed between the patio and the fence. and those within any entry area that has been designated as a limited common element for the benefit of his unit. No trees may be planted in these areas and all plants placed in these areas must be trimmed at least ten (10) inches from the wood fence.
- l. Dryer vent cleaning, more frequent than one (1) time every five (5) years.
- m. Other unit owner responsibilities:
 - 1. Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
 - 2. Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the unit's exterior, shall be subject to the Rules and Regulations of the Association.

6.4 Association Limitation on Liability. Notwithstanding the Association's duty to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other unit owners or persons.

6.5 Alteration and Improvement. Neither a unit owner nor the Association shall make any alterations in the portions of a unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the unit's safety or soundness, or impair any easement, without first obtaining the approval in writing of owners of all units in which such work is to be done, and the Board of Director's approval. A copy of plans for all such work shall be filed with the Association prior to the start of the work.

6.6 Unit Owner Modifications. If a unit owner makes or has made any modifications, installations or additions to his unit, the common elements, or the limited common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the condominium property, provided, however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the Board of Director's written approval as required by this Declaration.

6.7 Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or limited common elements, such owner shall be deemed to have warranted to the Association and its members that the contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.8 Enforcement of Maintenance. If after reasonable notice the unit's owner fails to maintain the unit or its appurtenant common elements as required in this Declaration, or makes any additions or alterations without the required written consent of the Association, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit or common element, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the Board of Director's business judgment may constitute a health or safety hazard to other property or residents or to remove any unauthorized additions or alterations. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other collection expenses, if any, and the Association may collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of this Declaration.

6.9 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any common element maintenance, repair or replacement, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any common element appurtenant to the unit (except those common elements required to be maintained by the Association as provided for in this Declaration), and personal property therein, in such a manner as to

prevent foreseeable and reasonably preventable damage to either units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the vacant unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. Any costs and expenses incurred to mitigate the damage or to prevent its spread shall be the unit owner's responsibility to pay to the vendor. In the event the unit owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of this Declaration. The Association may, but is not obligated to, repair the damage with the owner's prior consent.

6.10 Association's Access to Units. Each unit owner shall provide to the Association the unit's security access code and/or key. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. No unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied unless such key is provided to the Association. If the Association cannot gain access to a unit, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage to the unit, surrounding units and common elements resulting from delay in gaining entrance to the unit caused by the non-availability of a key. In the event the unit owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of this Declaration.

6.11 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service, but only upon delivery to the Association of a physician's signed statement verifying the need for this request. The Association maintains the right to determine whether

such service is necessary for the protection of the balance of the condominium, in which event the unit's owner must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

6.12 Alteration and Improvements of Common Elements. There shall be no material alteration or substantial additions or further improvement of common elements or to real property which is Association property without the prior affirmative vote of not less than seventy-five percent (75%) of the membership who cast their vote at a properly called members' meeting, either in person or by limited proxy. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved.

6.13 Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the condominium. A unit owner may install an approved shutter without specific consent from the Board of Directors provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the standard model, color and style adopted by the Board of Directors shall be permitted. As required by the Condominium Act, all unit owner installed hurricane shutters shall be maintained, repaired and replaced by the unit owner.

6.14 Liability of the Board for Architectural Decisions. No member of the Board shall be liable to any owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any owner submitting plans hereunder agrees:

a. Not to seek any damages or make any claim arising out of approval of plans hereunder.

b. To indemnify and hold Board or committee members, their heirs, successors and assigns, harmless from any cost, claim damage, expense or liability whatsoever, including attorneys' fees and other costs at all tribunal levels, arising out of the approval of any plans regardless of the Board of Director's negligence, their representative, or appointing entity.

ARTICLE 7 ASSESSMENTS

7.1 Assessments. The making and collection of assessments against the unit owners for common expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided.

7.2 Share of Common Expenses. Each unit owner shall be liable for a 1/43rd share of the common expenses.

7.3 Annual Budget of Common Expenses. The annual common expense budget shall be adopted by the Board of Directors.

7.4 Interest; Application of Payments. Annual assessments and its installments received by the Association on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments upon account shall be first applied to any interest accrued by the Association, then any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection and then to the assessment payment first due. All interest collected shall be credited to the general expense account. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

7.5 Late Fee. The Association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of \$25.00 or five percent (5%) of any installment of the assessment for each delinquent installment that the payment is late.

7.6 Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the assessment's unpaid balance shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

7.7 Lien for Assessments. There shall be a lien for unpaid assessments as provided by the Condominium Act which shall also secure reasonable attorneys' fees and costs incurred by the Association incident to the assessment's collection or enforcement of the lien, which amount includes attorneys' fees and costs incurred by the Association if the unit is involved in a mortgage foreclosure or other type of involuntary transfer. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid

assessments that came due up to the time of transfer of title. The liability is without prejudice to any right the unit owner may have to recover from the previous unit owner the amount paid by the unit owner. Except as otherwise provided by Florida Statutes, the liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

a. The unit's unpaid regular assessments and special assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

b. One percent (1%) of the original mortgage debt if it is less than the amount as stated in paragraph (a) above.

c. The provisions of paragraphs (a) and (b) shall not apply in limitation of full payment of delinquent assessments unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discovered by, the mortgagee.

7.8 Estoppel Information. The Association shall, within fifteen (15) days after receiving a written request for same, certify to any owner, prospective purchaser of a unit, or mortgagee in writing (also referred to as an "estoppel letter"), signed by an Association officer, setting forth whether all assessments and other sums due the Association have been paid. In no event shall such fee be in excess of \$250.00 or as otherwise permitted by law, whichever is greater. Such certificate may be relied upon by all interested persons.

7.9 Assignment of Rent. In the event the unit owner leases his unit, then the rent payment required from the tenant shall be payable to the Association in the event the unit owner becomes delinquent in his assessment payments. The Association shall provide the unit owner with notice of the delinquent assessment and the obligation to assign rent in the event the assessment is not timely paid. In the event the unit owner has not paid the assessment due within thirty (30) days from the date the Association provided notice of the delinquent assessment, then the Association shall provide written notice to the tenant requiring that all rent payable on the property be delivered and made payable to the Association until such time as the assessment obligation for the unit is brought current.

7.10 Working Capital Deposit. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association for working capital and to cover contingent expenses from time to time.

7.11 Suspension of Voting Rights. The voting rights of a member may be suspended by the Board of Directors if that member is more than ninety (90) days delinquent in the payment of any assessment to the Association.

ARTICLE 8 ASSOCIATION

8.1 Association. The operation of the condominium shall be by Bird Bay North Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

8.2 Articles of Incorporation. A copy of the Association's Articles of Incorporation is attached to the Declaration as originally recorded, and which is incorporated herein by reference as Exhibit "B", as amended.

8.3 Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including, but not limited to country clubs, club houses, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of unit owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the condominium's management and to delegate to the contractor all of the Association's powers and duties except such as are specifically required by this Declaration, the Bylaws, the Articles of Incorporation or the Condominium Act to have the Board or the membership's approval.

8.4 Bylaws. The Association's administration and the condominium property's operation shall be governed by the Bylaws, a copy of which is attached to the Declaration as originally recorded, and which is incorporated herein by reference as Exhibit "C", as amended.

8.5 Limitation Upon Liability of Association. Notwithstanding the Association's duty to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any unit owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Condominium documents, or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any owners, occupant or user of any portion of the Condominium property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

a. It is the express intent of the Condominium documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium property, have been written, and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Condominium property and the value thereof;

b. The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Sarasota County, and/or any other jurisdiction or the prevention of tortuous activities; and

c. Any provisions of the Condominium documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each unit owner (by virtue of owner's acceptance of title to owner's unit) and each other person having an interest in or lien upon, or making any use of, any portion of the condominium property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with

any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's directors, officers, committee members, employees, agents, contractors (including management companies) subcontractors, successors and assigns.

8.6 Restraint Upon Assignment of Shares and Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance of his unit.

8.7 Approval or Disapproval of Matters. Whenever a decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8.8 Membership and Voting Rights. All unit owners in the condominium are and must be members of the Association. The owners of each unit shall be entitled to cast one (1) vote for each unit owned as provided in the Bylaws.

8.9 Fees for Use of the Common Elements. Pursuant to Chapter 718.111(4), F.S., as amended from time to time, the Board of Directors shall have the authority to set use fees for private use of common elements or Association property, as well as the regulations and policies pertaining to such use.

ARTICLE 9 INSURANCE

9.1 Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the provisions hereinafter set forth.

9.2 Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the unit owners, naming them and their mortgagees as their interests may appear.

a. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of unit owners.

b. The provisions of 718.111(11)(f), Florida Statutes, as amended, for insurance policies issued on or after January 1, 2009, are included herein.

c. Pursuant to said provision, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "Association property," or any other terms found in the Declaration of Condominium which defines the scope of property or casualty insurance that the Association must obtain.

d. The Association shall obtain property or casualty insurance for:

1. All portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

2. All material alterations, additions or improvements made by the Association to the condominium property or Association property.

e. The Association's property or casualty insurance policy shall exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit. This insurance requirement includes, but is not limited to the obligation that the Association shall replace drywall and perform mold remediation services within the boundaries of a unit.

9.3 Insurance Deductible. The insurance policies may include deductibles as determined by the Board of Directors. Each deductible shall be consistent with industry standards and prevailing practice for Sarasota County communities of similar size, age, construction and facilities. The Board of Directors shall establish the amount of the insurance deductible for each policy based upon the level of available funds and predetermined assessment authority at a properly called Board of Director meeting. The Board meeting agenda shall state the proposed deductible, the available funds, the assessment authority relied upon by the Board and an estimate for any potential assessment amount levied against each unit to fund the deductible for each casualty, if any. The deductible for the Association's insurance policies shall be paid as a common expense for each casualty. The deductible will be paid by the unit owner if the following circumstances exist :

a. The damage is within a unit and is a part of the unit which is the unit owner's obligation to insure, but the Association's insurance policy provides coverage for the claim.

b. The damage is caused by the intentional conduct, negligence, or the failure to comply with the terms of this Declaration or the

Association Rules and Regulations by the unit owner, member's of his family, other unit occupants, tenants, guests or invitees.

9.4 Mortgagee Approval. At the written request of an institutional first mortgagee which holds a mortgage upon any unit, the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This subparagraph shall be construed as a covenant for the benefit of, and may be enforced by any institutional first mortgagee.

9.5 Casualty. All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined by an independent insurance appraisal or update of a prior appraisal. The full insurable value shall be determined at least once every thirty six (36) months. Such coverage shall afford protection against:

- a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
- b. Flood insurance, if required by any lenders; and
- c. 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.

9.6 Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Association's Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group, to a unit owner.

9.7 Workers' Compensation. Workers' Compensation insurance shall be carried to meet the requirements of the law.

9.8 Other Insurance. The Association shall carry such other insurance and in such amounts as the Board of Directors shall determine from time to time to be desirable.

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

9.10 Deductible Amount. The Board of Directors shall establish the deductible amount under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business

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

9.11 Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit 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.

9.12 Reconstruction and Repair. If any part of the condominium property shall be damaged by casualty, it shall be reconstructed or repaired as promptly as is reasonable in the circumstances unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

9.13 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.

9.14 Responsibility. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair.

9.15 Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.16 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall provide common expense funds to pay the uninsured or unanticipated costs.

9.17 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the manner required by the Board of Directors. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as common surplus.

9.18 Unit Owner Insurance Obligation. Each unit owner is urged to obtain and maintain on an annual basis a replacement value casualty, liability and windstorm insurance policy. These unit owner obtained insurance policies shall provide insurance coverage for the portions of the unit which are the unit owner's obligation to insure pursuant to Chapter 718, Florida Statutes, and any improvements made by him within his unit. All unit owners are requested to obtain and maintain insurance policies as provided herein.

9.19 Negligence. In the event the Board of Directors determines that a casualty loss was proximately caused by the negligence of the occupant of any unit, the owner of the unit may be assessed a sum sufficient to reimburse the Association for the deficiency in insurance proceeds, including the deductible, and the Association shall have a lien as is permitted by Article 7 of this Declaration for such amount, plus interest at the rate of 18% per annum from the date of such assessment, and reasonable attorneys' fees and cost, to the same extent that it has a lien for any unpaid assessments under the Condominium Act.

9.20 Surplus of Insurance Proceeds. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus.

ARTICLE 10 USE RESTRICTIONS

10.1 Use Restrictions. The use of the condominium's property shall be in accordance with the provisions hereinafter set forth.

10.2 Unit Occupancy; Single Family Residence. Each of the units shall be occupied only by the owner, his tenants, servants and guests, and the respective families and guest of the owner and his tenants, as a single family residence and for no other purpose. As used in the Condominium documents, "single family" means one natural person, a group of two or more natural persons who customarily reside together as a single family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. For purposes of these Condominium documents, "permanently occupy" means to sleep in the unit for more than thirty (30) nights during the calendar year. No person may occupy a unit as a unit owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors.

10.3. Number of Occupants. No more than six (6) persons may permanently occupy a unit.

10.4 Commercial Use. No part of the condominium property shall be used directly or indirectly for any business or other non-residential purpose, except that unit owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the unit as a residence, but only if the activity is permitted under the zoning regulations of Sarasota County, and is confined solely within their units, and only if the activity cannot be seen, heard or smelled by other condominium residents. No activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the condominium, nor shall any activities be permitted which would increase the insurance risk of either homeowners or the Association, or create a danger. The Association shall have the right to provide or authorize such services on the common elements as it deems appropriate for the enjoyment of the common elements and for the condominium unit owner's benefit.

10.5 Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

10.6 Exteriors. No change or previously approved material alteration as voted upon previously by the membership, if any, shall be made in the color of any unit's exterior wall, window, door, storm or hurricane shutter, glass or screen, or floor covering, or any courtyard, entry area, or patio, except with the Board of Director's prior written consent. No unit owner shall cause anything to be placed on the unit's exterior walls, including without limitation, awnings or storm shutters, or on the unit's doors and windows, except with the prior Board of Director's written consent.

10.7 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, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.8 Leasing. Use of a unit is restricted as follows:

a. Entire units only may be rented, provided the occupancy is only by the tenant and/or his family, his servants and guests. Units may be leased for a period of time not less than ninety consecutive (90) days per occupancy.

b. Unit occupancy by a person or persons, except the spouse of an owner, or the parents, children, grandchildren or siblings of either the owner or his spouse, when the record owner is not in residence, shall be treated as a lease.

c. Only entire units may be rented. Rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units without approval of the Board in the manner provided. Units may only be occupied by tenants as a single family residence. Single-family shall include one person; two or more persons all of whom are related by blood, marriage, or legal adoption; or not more than two unrelated persons living and cooking together as a single housekeeping unit.

d. Guests of tenants must be registered with the Association. The maximum stay for guests of tenants is fourteen consecutive (14) days. Guests of tenants may not use the unit except when the tenant is also in residence.

e. An owner of a leased unit may not use any portion of the common elements except as a guest.

f. An owner of a leased unit is required to submit the application form and transfer fee required in Declaration Article 11 prior to the tenants occupying the unit.

g. Persons listed on any State's Sex Offender Registry may not be tenants in this condominium.

h. Persons convicted of a Felony in any State in the past ten (10) years may not be tenants in this condominium, unless their civil rights have been restored.

i. All leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium documents"). The lease shall further provide or be deemed to provide that any violation of the Condominium documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium documents or Florida law. If a tenant fails to abide by the Condominium documents, the unit owner shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium documents, including without limitation the right to institute an action for eviction against the tenant in the

name of the Association, or as agent of the unit owner. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other collection expenses, if any, and the Association may collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of this Declaration.

10.9 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice not contemplated by this Declaration which is the source of annoyance to residents or which interferes 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. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property. No hazardous materials may be brought into any part of the condominium such as inflammable oils or fluids, including, without limitation, gasoline, kerosene, naphtha, benzine or other explosives or articles. No one is permitted to feed the birds or other wild animals which may occupy the condominium property.

10.10 Noise Abatement. No unreasonable noise shall be permitted to be transmitted from one unit to another. In the event the Board of Directors determines that any noise is being transmitted from one unit to another unit and that such noise is unreasonable, the owner of such unit shall, at his own expense, take such steps as shall be necessary to abate the noise to the Board of Director's satisfaction. In the event the unit owner fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate the noise. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other collection expenses, if any, and the Association may collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of this Declaration.

10.11 Parking. Each unit owner shall only make use of the driveway and carport assigned to his unit. No unit owner shall block or obstruct any other unit owner's garage, driveway or carport. There is no parking whatsoever on the grass. No unit owner shall change, improve or alter the unit's garage, driveway or carport without the Board of Directors' prior written consent. No truck (one ton or more), motorcycle, boats, boat trailers, other types of trailers, campers, vans, motor homes, recreational vehicles or commercial vehicles may be parked upon the premises overnight except in an enclosed garage or with the prior written permission of the Board of Directors. Parking of these and other vehicles may be restricted by Rules and Regulations which the Board of Directors, in its discretion, may promulgate from time to time. All vehicles parked on the condominium property must be able to be parked within the carport or the garage and if the vehicle cannot achieve this requirement, then

it cannot be parked on the condominium property overnight unless its owner receives prior written permission from the Board of Directors.

10.12 Pets. Two (2) common household pets may be kept within a unit. All pets must be kept on a leash when outside of a unit. All other restrictions on pets, including but not limited to restrictions based upon breed, shall be determined by the Board of Directors from time to time in the Rules and Regulations.

10.13 Signs. No signs of any type shall be displayed anywhere on the condominium property without the Board of Director's prior written permission. Signs may be restricted by Rules and Regulations which the Board of Directors, in its discretion, may promulgate from time to time.

10.14 Antennas, Aerials, Satellite Dish. No television, radio or satellite dish antennas; window air conditioners, aerials, wires, cables or structures of any sort shall be erected, constructed or maintained on the common element or on any building's exterior.

10.15 Clothes Lines, Etc. No clothes lines, hangers or drying facilities shall be permitted or maintained on any unit's exterior or in or on any part of the common elements, except by the Association, and no clothes, rugs, draperies, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, door or railing.

10.16 Electrical Apparatus. No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with the television or radio reception in other units.

10.17 Regulations. Reasonable Rules and Regulations concerning the condominium property's use may be made and amended from time to time by the Board of Directors, in the manner provided in the Articles or Bylaws, provided the Rules and Regulations are of uniform application. Copies of such Regulations and amendments thereto shall be furnished by the Association to all unit owners and residents upon request.

10.18 Wheeled Vehicles. Bicycles or other wheeled non-motorized vehicles shall be stored, kept or parked only in the owner's garage, or in their unit, or in the storage areas located appurtenant to each unit. Bicycles and other wheeled non-motorized vehicles may not be stored or kept in the unit's courtyard, entry area or patio.

10.19 Rubbish, Refuse or Garbage. No rubbish, refuse, garbage or trash shall accumulate in places other than the appropriate receptacles. The unit and the limited common elements appurtenant thereto shall be maintained in a clean and sanitary condition at all times.

10.20 Use of Limited Common Element. No one shall interfere with the use of any area reserved or assigned as a limited common element for the benefit of another unit or make use of any of the other common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

10.21 Hot Water Heater Replacement. Unit owners shall replace all hot water heaters within the units which are twelve (12) years of age or older. The Association may enter the units and inspect, as a common expense, the hot water heater age and maintenance status. In the event the inspection reveals that a hot water heater requires maintenance or is twelve (12) years of age or older, the Association shall promptly provide the unit owner with written notice of the issue and the unit owner shall provide the Association with proof of repair or replacement within thirty (30) days of the sending of such notice.

10.22 Water Valve Turn Off. Unit Owners shall turn off the main water valve servicing the unit each time the unit is vacant for a period of time exceeding forty-eight (48) hours.

10.23 Discharge of Liquids. There shall be no discharge of saline or other regenerating solution from water softening equipment, hot tubs, pool or any other chemicals into any street, easement, surface water drain or any portion of the common elements so as to harmfully affect any landscaping or plants or pollute the drainage system.

10.24 Subdivision of Units. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

ARTICLE 11 MAINTENANCE OF COMMUNITY INTERESTS

11.1 Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner shall be subject to the following provisions so long as the condominium exists and the units in useful condition exist upon the land, which provisions each unit owner covenants to observe.

11.2 Transfers Subject to Approval. The following transfers shall be subject to approval:

a. Sale. No unit owner may dispose of a unit or any interest therein by sale or other transfer without the Association's prior written approval.

b. Gift, Devise or Inheritance. If any unit owner shall acquire his title by gift, devise or inheritance or other means of transfer not herein set forth, the continuance of his ownership of his unit shall be subject to the Association's prior written approval.

c. Lease, Rental or Occupancy in the Absence of the Owners. No unit owner may lease, rent or allow his unit to be occupied in his absence without the Association's prior written approval.

11.3 Approval by Association. The Association's prior written approval which is required for the transfer of ownership of units, leasing, renting or occupancy in the unit owner's absence shall be obtained in the following manner:

a. Notice to Association.

1. Sale. A unit owner intending to make a bona fide sale or transfer of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee, proof that the owner provided the prospective purchaser with a copy of the condominium governing documents and/or such other information as the Association may reasonably require at least fifteen (15) days prior to the sale. This notice, if a sale, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

2. Gift, Devise or Inheritance; Other Transfers. A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a copy of the recorded instrument evidencing the owner's title.

3. Leasing, Renting or Occupancy of Unit in Absence of Unit Owner. A unit owner intending to lease, rent, or allow his unit to be used in his absence shall give written notice of his intent to the Association and such other information required by the Association not less than fifteen (15) days prior to the unit's rental, lease or occupancy.

4. Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring the unit's ownership or possession, the Association at its election and without notice, may approve or disapprove the transaction of ownership or occupancy, the Association shall proceed as if it had received the required notice on the date of its disapproval.

b. Lease. Occupancy of a unit by a person or persons, except the spouse of an owner, or the parents, children, grandchildren or siblings of either the owner or his spouse, when the record owner is not in residence, shall be treated as a lease.

c. Certificate of Approval. Within fifteen (15) days after receipt of the notice and information regarding a proposed transfer, change of ownership, lease, rental or occupancy in the unit owner's absence, as above set forth, the Association must either approve or disapprove the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate form, and in the case of a transfer of ownership, shall be delivered to the purchaser or unit owner.

d. Approval of Corporate Owner or Purchaser. Inasmuch as the units may be used only for residential purposes, and a corporation cannot occupy a unit for this use, if the unit owner or purchaser of a unit is a corporation the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the unit be also approved by the Association.

e. Fee for Approval. The Association may charge a fee in connection with each request for approval but in no event shall such fee be in excess of \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant or as otherwise permitted by law, whichever is greater.

f. Approval of Leasing. All leases shall be subject to the Association's prior written approval. For purposes hereof, occupancy of a unit by a person or persons in the absence of the owner, except for the spouse of the owner, or parents, children, grandchildren or siblings of the owner or his spouse, shall be treated as a lease and must be approved by the Association. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association. The owner or the intended tenant shall furnish information as the Association may reasonably require, including a copy of the proposed lease and the prospective tenant shall make himself available for a personal interview by the screening committee prior to the lease's approval. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview in Sarasota County. It shall be the owner's obligation to furnish the tenant with a copy of all pertinent condominium governing documents. Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to

enforce the lease, evict the tenant, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide these items, then it shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of a lease or any of the foregoing provisions. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other expenses, if any, and the Association may collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of this Declaration.

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

a. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the condominium governing documents.

b. The person seeking approval (which shall include all proposed occupants) has been convicted within the past ten (10) years of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

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

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

e. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this condominium as a tenant, unit owner or unit occupant.

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

g. All assessments, fines and other charges against the unit or the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

11.5 Disapproval by Association. If the Association shall disapprove a unit ownership transfer, the matter shall be disposed of as follows:

a. Sale or Change of Ownership. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, or if the unit owner giving notice has acquired this title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of the notice and information, the Association shall deliver or mail, by certified mail, to the unit owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

1. If the proposed transaction is a sale, the purchaser shall have the option (to be stated in the agreement) to pay the price as stated in the disapproved contract to sell, or to pay the fair market value determined by arbitration.

2. If the unit owner has acquired his title by gift, devise, inheritance or any other manner, the sale price shall be the fair market value determined by agreement between seller and purchaser within twenty (20) days of the delivery or mailing of such agreement, and in the absence of such agreement, by arbitration.

3. Arbitration shall be in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; 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 arbitration shall be paid by the purchaser.

4. The purchase price shall be paid in cash at closing.

5. The sale shall be closed within thirty (30) days after delivery or mailing of this agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

6. The Association's certificate, executed by its President and Secretary approving the purchaser, shall be recorded in the Sarasota County, Florida Public Records at the purchaser's expense.

7. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction or changed ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in Article 11.3(c).

11.6 Mortgage. No unit owner may mortgage his unit or any interest therein, except to a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, or seller, or to a vendor to secure a portion or all of the purchase price, without the Association's prior written approval. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

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

11.8 Notice of Lien or Suit.

a. Notice of Lien. A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of a lien.

b. Notice of Suit. A unit owner shall give notice in writing, to the Association of every suit or other proceeding which may affect title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

c. Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

11.9 Tenants Rights to Use Common Element. When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt Rules to prohibit dual usage by a unit owner and a tenant of Association property and common elements otherwise readily available for use generally by unit owners.

ARTICLE 12
PURCHASE OF UNITS BY ASSOCIATION

12.1 Purchase of Units by Association. The Association shall have the power to purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same with the affirmative vote of not less than a majority (50%) of all unit owners, except if ownership of such unit is obtained by way of foreclosure of the Association's assessment lien or the unit owner voluntarily deeds the unit to the Association.

ARTICLE 13
COMPLIANCE AND DEFAULT

13.1 Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto as set forth herein and as these documents may be amended from time to time. A unit owner's failure to comply therewith shall entitle the Association or other unit owners to the relief, hereinunder provided, in addition to the remedies provided by the Condominium Act.

13.2 Enforcement. The Association and its Directors, officers and agents are hereby empowered to enforce this Declaration, the Association's Bylaws and the Rules and Regulations.

13.3 Association Self-Help Remedy. Further, the Association shall have the right, upon five (5) days prior written notice by certified or registered mail, return receipt requested, to take such action as the Association shall deem necessary to cure the default of any owner who fails to comply with this Declaration's terms, including, but not limited to, the towing of vehicles that are in violation of parking restrictions. Entry into the unit for purposes of this provision shall not be deemed a trespass. In any such action, all costs reasonably incurred in connection with the violation cure, together with interest at the highest contract rate permitted by law from the date of demand. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other collection expenses, if any, and the Association may collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of this Declaration.

13.4 Authority of Board of Directors to Levy Fines.

a. Board Levies Fine. The Board of Directors may levy reasonable fines against a unit for failure of the unit owner or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association's Bylaws, or its reasonable Rules and Regulations. No fine shall become a claim of lien against a unit. A fine shall not exceed \$100.00 per violation or be levied in an amount other than as permitted by law, whichever

is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a Compliance Committee hearing, provided that no such fine shall in the aggregate exceed \$1,000.00 or as otherwise permitted by law, whichever is greater. A fine shall not be levied except after giving reasonable notice and opportunity for a Compliance Committee hearing to the owner and, if applicable, its tenant, licensee or invitee.

b. Compliance Committee. The Board of Directors shall establish a Compliance Committee. The Compliance Committee shall consist of no less than three (3) nor more than five (5) unit owners, none of whom shall be an officer or a director, nor the spouse or a family member of an officer or a director. The requirements for qualification as a Compliance Committee member includes maintaining a current status in their assessment obligations and compliance with the terms contained in this Declaration or the Rules and Regulations.

c. Fourteen Day Notice for a Compliance Committee Hearing. The Board of Directors shall afford an opportunity for a Compliance Committee hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. The notice shall include:

1. A statement of the date, time and place of hearing.
2. A statement regarding the governing document provisions which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.
4. The affected owner, whether the offending party or not, shall always be given notice of the Compliance Committee hearing.

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

f. Compliance Committee Duties. The committee hears both sides of the issue, from the Association and from the owner, and then makes a decision whether to ratify the fine or to reject the fine. The committee's decision is placed in writing and is considered by the Board at its next Board meeting. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

g. Notice to Parties by Board of Hearing Outcome. The Board at its next Board meeting reviews the committee's recommendation, votes accordingly and sends notice to the owner/tenant of the decision regarding the fine.

h. Fine Established by Board Action if No Committee Hearing Requested. If the owner does not request a compliance committee meeting, then the fine accrues at the time of the Board meeting at which the fine is levied, up to the maximum amount provided for in the Statute, the Association Declaration or Bylaws (if different than the Statute).

i. Collection of a Fine. In the event a fine is levied as a result of this process and the unit owner refuses or fails to pay the fine within thirty (30) days from the date the fine reaches the maximum amount as levied or the aggregate amount of \$1,000.00 for the violation(s), then the Board of Directors in its discretion is authorized to file a legal action in the Sarasota County Court system to collect the fine. All Association expenses incurred in collecting the fine, including but not limited to reasonable attorney's fees and costs, will be the unit owner's responsibility. In the event a Court Judgment is obtained and it is in proper form with a certified copy recorded in the Public Records of Sarasota County, Florida, this Judgment is by Florida law considered a Judgment lien. The Board of Directors in its discretion may institute subsequent legal action as necessary to collect on the Judgment if the unit owner fails to voluntarily pay the same. In the event it is determined by the Board of Directors necessary to collect the Judgment lien, all attorney's fees and costs incurred by the Association in collection on the Judgment lien, together with statutory interest on the Judgment, shall be the unit owner's responsibility to pay.

13.5 Negligence. A unit owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any family member, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the Association's insurance proceeds. A unit owner shall reimburse the Association for the insurance deductible expense incurred in the casualty event and also pay to the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

13.6 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a unit owner, tenant, guest, or invitee or the Association to comply with the requirements of the Condominium Act or the Condominium documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expense of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of non compliance with the Condominium documents in cases where no court action is filed including, but

not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium documents. Said costs and fees shall be secured by a lien for charges, as provided in Article 7 hereof.

13.7 Suspension of Voting and Recreational Rights. The Board of Directors has the power to suspend the voting rights and common element facilities use rights, if any, by an owner, his guests, invitees or lessees, for any period during which any assessment against such owner's unit remains unpaid for more than ninety (90) days, and for any governing document violation, whether or not the owner had actual knowledge of the requirement at the time of the infraction. The process to suspend voting and common element use rights shall be the same as for levy of a fine as provided in Article 13.4.

13.8 Eviction of Tenant. The Board of Directors has the power to evict tenants due to non payment of rent, if demand is made pursuant to Chapter 718, Florida Statutes, or if the tenant continues to violate the Restrictions contained in this Declaration or the Association Rules and Regulations despite written notice being provided to both the tenant and the unit owner to cure the violations.

13.9 No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 14 AMENDMENTS

14.1 Amendments. Except as otherwise specifically provided herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

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

14.3 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of the membership.

14.4 Vote. Members not present in person at the members' meeting considering the amendment may express their vote in writing, by limited proxy, providing such vote is delivered to the Secretary at or prior to the meeting. An affirmative vote of not less than 2/3rds of those members who cast a vote, in person or by proxy, is required to effect the change to this Declaration.

14.5 Limitation on Amendment. No amendment shall discriminate against any unit owner nor against any unit or class or groups of units unless the unit owners so affected shall consent.

14.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by two Association officers with all the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 15 TERMINATION

15.1 Termination. The condominium may be terminated in the manner hereinafter provided, or in the manner provided in the Condominium Act.

15.2 Vote by All Owners. The condominium may be terminated by the written consent of all of the owners of the units therein and by all record owners of mortgages thereon and the Association may sell the property to another purchaser for value.

15.3 Vote by Less than All Owners. If the proposed termination is submitted to the membership at a members' meeting the meeting notice shall give notice of the proposed termination. In the event the owner's approval, of not less than seventy-five percent (75%) of all the units, and the record owners of all mortgages upon all the units for termination are obtained in writing, then the approving owners shall have the option to buy all of the units of the other owners. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

a. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each unit owner to be purchased, of an agreement to purchase signed by the record owners of the units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all of the units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. Price. The sale price for each unit 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 the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing American Arbitration Association Rules, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of

their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrator may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. Payment. The purchase price shall be paid in cash at closing.

d. Closing. The sale shall be closed within ninety (90) days following the determination of the sale price and/or the date the Association receives all of the mortgage holder consents.

e. Timely Exercise of Option. In the event the option is not exercised in a timely fashion, then the Association may sell the property to another purchaser for value.

15.3 Certificate. The condominium's termination shall be evidenced by a certificate executed by the Association's President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

15.4 Shares of Owners after Termination. After the condominium's termination, the unit owners shall own the condominium property and all assets of the Association as tenants in common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. The unit owners' undivided shares shall be the same as the undivided shares in the common elements appurtenant to the owners' unit prior to the termination.

ARTICLE 16 INSTITUTIONAL FIRST MORTGAGEES

16.1 Defined. The term "institutional first mortgagees" as used in this Declaration shall mean all savings and loan associations, banks, real estate investment trusts, insurance companies or other conventional institutional lenders holding a mortgage upon any of the condominium units. Notwithstanding any of the foregoing provisions of this Declaration, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any unit; (2) any change in the percentage of ownership of the common surplus or common elements; (3) any change in the percentage of sharing the common expense or assessments; (4) any change in the voting rights; and (5) termination of the condominium as is required by the Condominium Act or this Declaration.

16.2 Unpaid Assessments. The first mortgagee who acquires title to a unit by foreclosure or deed in lieu thereof shall be responsible for the payment of any unpaid assessments pertaining to such unit existing or accrued at the

time the first mortgagee acquires title pursuant to the requirements set forth in the Florida Condominium Act, as amended from time to time, even if the Association is the record title holder of the unit at the time the mortgagee takes title to the property at the conclusion of its foreclosure action or by deed in lieu of foreclosure. In the event the Association is not a party to the first mortgagee's foreclosure action, then at the time the first mortgagee, its successor or assign, takes title to the property it is responsible for all unpaid assessments, interest, late fees, collection attorney fees and costs, due and owing on this unit.

ARTICLE 17
BIRD BAY COMMUNITY FACILITIES

17.1 Bird Bay Community Facilities. Pursuant to and subject to the terms of the Long-Term and Non-Exclusive Use Agreement recorded in Official Records Book 1215, page 2126 of the Public Records of Sarasota County, Florida, each unit owner in Bird Bay VI shall have the nonexclusive right to use the Bird Bay recreation center and clubhouse facilities described therein so long as he pays his pro rata share of all costs and expenses of operating, maintaining, repairing and replacing such facilities and the insurance and taxes thereon and the utilities and salaries connected therewith. The facilities are managed and operated by Bird Bay Community Association, Inc., a Florida non-profit corporation (the "Community Association"), of which each unit owner in the entire Bird Bay Village complex, including Bird Bay VI, shall automatically be a member. The Community Association has the power to assess each unit of Bird Bay VI a sum equal to its pro rata share of such expenses and to file a lien against the unit to secure the payment thereof. Such assessment shall be collected by the Association as part of the common expenses of Bird Bay VI. A copy of the Articles of Incorporation of the Community Association is recorded as an exhibit to the Declaration of Condominium of Bird Bay I in Official Records Book 1269, page 640, Public Records of Sarasota County, Florida.

ARTICLE 18
BIRD BAY NORTH RECREATIONAL FACILITIES

18.1 Bird Bay North Recreational Facilities. These facilities are for the exclusive use and enjoyment of unit owners in the communities of Bird Bay North (IV), Waterside and Heron Cove Estates. The facilities include a swimming pool, deck and bathhouse.

ARTICLE 19
GOLF COURSE

19.1 Golf Course. A portion of Bird Bay Village is developed as a golf course. The golf course is owned and operated independently of the condominium and is not part of the Bird Bay Community Facilities or the Bird

Bay North Recreational Facilities. A unit owner has no right, title, or interest in the golf course other than such membership as he may purchase from the golf course owner.

ARTICLE 20
MISCELLANEOUS

20.1 Severability. If any provisions of this Declaration or its exhibits hereto, as now constructed or later amended, or any section, sentence, clause, phase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

20.2 Controlling Documents. The provisions of this Declaration of Condominium shall be controlling over any conflicting or inconsistent provisions of any other condominium documents, including any and all such documents which by reference are made a part of the Declaration.

20.3 Covenants Running with the Land. All provisions of the condominium documents shall be construed to be covenants running with the land, including but not limited to every unit and the appurtenances thereto; and every owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of the condominium documents.

20.4 Interpretation. Captions to paragraphs are for convenience only, and shall not be used in interpreting this Declaration.

20.5 Limitation Upon Liability of Association. Notwithstanding the Association's duty to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

In WITNESS WHEREOF, the Association has caused this Amended and Restated Declaration of Condominium to be signed in its name by its President this 6 day of APRIL, 2017.

ATTEST:

BIRD BAY NORTH CONDOMINIUM
ASSOCIATION, INC.

By: E. Biandy
Secretary

By: Frank C. Jones
President

WITNESSES:

H James LeRoy
Printed Name: H JAMES LEROY

Melissa Montz
Printed Name: Melissa Montz

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 Frank C. Jorgens _____, as President and E. B. Moody _____, as Secretary, of BIRD BAY NORTH CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Amended and Restated Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Amended and Restated Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 6th day of April, 2017.

Barbara L. O'Grady
My Commission Expires:
Barbara L. O'Grady
Printed Name of Notary Public
Commission # _____

