

Governing Documents

**Declaration of Condominium,
Articles of Incorporation,
Bylaws, and Rules & Regulations**

August 2024



Arbor Grove
Condominium Association, Inc.

Governing Documents

Arbor Grove Condominium Association, Inc.

January 2024



This document contains the Arbor Grove Condominium Association Governing Documents, transcribed with all revisions compiled into one comprehensive version. The individual documents are meant to be used for reference. The Appendix contains all of the documents originals as certified and filed with the Pinellas County Clerk of Court, or, in the case of the Rules and Regulations, as provided to the Unit Owners.

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Understanding Governing Documents

Arbor Grove Condominium Association, Inc.

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It is important to know the hierarchy of the Association's Documents, the purpose of each Association Document, and what controls if there is a conflict between the Association Documents and the laws. The description of these documents below are listed in the order of authority.

When the governing documents conflict with Florida law, Florida law prevails, unless Florida law says otherwise. For condominiums, Florida Statute 718 is the law.

Florida Condominium Declaration

A Florida declaration is the document that establishes a community association in Florida. This document is often referred to as the *constitution* or the *bible* of the community association. The declaration is recorded in the public records of the county in which the association is situated. If there is a conflict between the association's governing documents, then the terms of the declaration take precedence over, or *trump*, any provision in any of the other governing documents.

Florida Condominium Articles of Incorporation

The Articles of Incorporation identify the association's official name and address, describe the purpose for the association, and identify the number of directors and officers. If there is a conflict between the governing documents, then the articles of incorporation trump any provision in the bylaws, or rules and regulations, but are trumped by the declaration.

Florida Condominium By-Laws

The by-laws typically contain more detailed information regarding the calling of meetings, nomination and election of directors, quorum requirements, and the powers and duties of the directors and officers. If there is a conflict between the governing documents, then the by-laws trump provisions in the rules and regulations, but are trumped by the declaration and articles of incorporation.

Florida Condominium Rules and Regulations

Most declarations give the board of directors the power to adopt certain rules and regulations to help govern the community. The rules and regulations often set forth obligations for using association facilities, and clarify restrictions set forth elsewhere in the governing documents. For example, rules and regulations may include architectural control requirements, business use restrictions, leasing restrictions, noise and nuisance rules, parking restrictions, pet restrictions, and sign restrictions, among others. The most important point to remember here is that the rules and regulations must be reasonable, and since they are trumped by all of the other governing documents above, they must not conflict with any provisions found in the governing documents.

Declaration of Condominium

Arbor Grove Condominium Association, Inc.

August 2024



Declaration of Condominium of Arbor Heights, A Condominium

Arbor Heights, LLC, a Florida limited liability company, hereby declares:

1. Introduction and Submission.

- 1.1 The Land.** The Developer owns the fee title to certain land located in Pinellas County, Florida, as more particularly described in **Exhibit 1** annexed hereto (the "**Land**").
- 1.2 Submission Statement.** The Developer hereby submits the Land for all improvements erected or to be erected thereon, and all other property, real, personal or mixed, now or hereafter situated on or within the Land (but excluding all public or private utility installations therein or thereon) to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purpose be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulation promulgated pursuant thereto.
- 1.3 Name.** The name by which this condominium is to be identified is ARBOR HEIGHTS, A CONDOMINIUM (hereinafter called the "**Condominium**").

2. Definitions.

The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in the Section, except where the context clearly indicates a different meaning:

- 2.1 "Act"** means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 2.2 "Articles" or "Articles of Incorporation"** mean the Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment"** means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.4 "Association" or "Condominium Association"** means ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.
- 2.5 "Association Property"** means the property, real and personal, in which title or ownership is vested in the association for the use and benefit of its members.

- 2.6 "Board" or "Board of Directors"** means the board of directors and the members of the board of directors, from time to time, of the Association.
- 2.7 "Building"** means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.
- 2.8 "By-Laws"** means the By-Laws of the Association, as amended from time to time.
- 2.9 "Common Elements"** means and include:
- (a) The portion of the Condominium Property which are not included within the Units.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.10 "Common Expenses"** mean all expenses incurred by the Association for the Condominium. For all purposes of this declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expanded, but shall not include any other separate obligations of individual Unit Owners. For all purposes of this Declaration, "Common Expenses" shall also include: (i) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expanded; (ii) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; and (iii) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, and in-house communications and surveillance systems.
- 2.11 "Common Surplus"** means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.12 "Condominium Parcel"** means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.13 "Condominium Property"** means the land, improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.
- 2.14 "County"** means the County of Pinellas, State of Florida.
- 2.15 "Declaration" or "Declaration of Condominium"** means this instrument, as it may be amended from time to time.
- 2.16 "Developer"** means Arbor Heights, LLC, a Florida limited liability company, its successors and such of it assigns as to which the rights of Developer hereunder are specifically assigned and any mortgagee which is the successor to the interest of the Developer, to the extent such mortgagee accepts the rights and obligations of the Developer. Developer may assign all or a portion of its rights hereunder, or all of a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Initial

Developer, but may exercise such rights of Developer as are specifically assigned to it, subject to the requirement of Florida law that a subsequent developer cannot retain control of the Association unless it has received a qualifying assignment of the creating developer's rights and obligations. Any such assignment may be made on a non-exclusive basis.

- 2.17 "Dispute"** for purposes of Section 19.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under Chapter 718, Florida Statutes, or under this Declaration, the Articles or By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit; or (ii) alter or add to a Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings, or (iv) allow inspection of books and records. "Disputes" shall not include any disagreement that primarily involves title to any Unit or Common Elements; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.
- 2.18 "Division"** means the Division of Florida Land Sales, Condominium and Mobile Homes of the Department of Business and Professional Regulation, State of Florida.
- 2.19 "First Mortgagee"** means any person or entity that is the holder of a first mortgage lien on a Unit.
- 2.20 "Improvements"** mean all structures and artificial changes to the natural environment located on the Condominium Property including, but not limited to, the Buildings.
- 2.21 "Institutional First Mortgagee"** means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("**FNMA**"), the Federal Home Loan Mortgage Corporation ("**FHLMC**") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units or Condominium Property. A "**Majority of Institutional First Mortgagees**" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.
- 2.22 "Limited Common Elements"** mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.23 "Primary Institutional First Mortgagee"** means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.24 "Special Assessment"** means any Assessment levied against Unit Owners other than Assessments required by a budget adopted annually.
- 2.25 "Unit"** means a part of the Condominium Property which is subject to exclusive ownership.
- 2.26 "Unit Owner" or "Owner of a Unit" or "Owner"** means the Owner of a Condominium Parcel.
- 2.27 "Voting Interest"** means the voting rights of the Association members pursuant in the Articles and By-Laws.

3. Description of the Condominium.

- 3.1 Identification of Units.** The land has constructed thereon fourteen (14) Buildings containing one hundred eighty-two (182) Units. Each such Unit is identified by a separate designation. The designation of each of such Units is set forth on Exhibit 2 attached hereto. Exhibit 2 consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit 2 together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Limited Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.
- 3.2 Unit Boundaries.** Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:
- (a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (i) **Upper Boundaries.** The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the second story if the Unit is a two-story Unit, provided that in two-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).
 - (ii) **Lower Boundaries.** The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a two-story Unit), provided that in two-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor.
 - (iii) **Interior Divisions.** Except as provided in subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the two floors or nonstructural interior walls shall be considered a boundary of the Unit.
 - (b) **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
 - (c) **Apertures.** Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof. Exterior surfaces made of glass or other transparent material, and the exteriors of doors, all wires, conduits, ducts, vents, concrete joists and other such facilities serving more than one Unit located within any walls, including divider walls, or above the nonstructural acoustical ceiling lying below the upper boundary of the Unit, shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

- (d) **Exceptions.** In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as **Exhibit 2** hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted otherwise on such survey. The air-conditioning closets and air-handlers and condensing units located therein shall be part of the Unit they serve.
- (e) **Property Excluded from Units.** A Unit shall not be deemed to include foundations, columns, girders, beams, supports, exterior walls, interior load bearing walls, pillars, underlying floors, essential and permanent installations and equipment for power, lights, and exhaust fans, and all pipes, conduits, ducts, vents and other service and utility lines which are utilized for, serve, pass through more than one Unit or the Common Elements.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) **Patios, Balconies and Terraces.** Any patio, balcony or terrace (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Units(s). The Association shall be responsible for the cost of maintenance of the structural and mechanical elements of any such Limited Common Elements, with the owner of the Unit to which they are appurtenant to be responsible for the general cleaning, plant care and the upkeep of the appearance of the area.
- (b) **Miscellaneous Areas, Equipment.** Any fixtures or equipment located not within a Unit (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s).
- (c) **Parking Spaces.** Parking for the Condominium is part of the Common Elements of the Condominium on the Condominium Property. The parking spaces shown on **Exhibit 2** of the Declaration may be assigned to a Unit (which assignment need not be recorded in the public records of the County) by the Developer (for so long as the Developer offers a Unit for sale in the Condominium, and thereafter by the Association), whereupon it shall become Limited Common Elements of the Unit to which it is assigned. Any consideration paid for the assignment of the parking spaces shall belong to the Developer.

A Unit Owner may assign the Limited Common Element parking space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association; provided, however, that no Unit may be left without one Limited Common element parking space. Upon making such assignment, the Limited Common Element so assigned shall become an appurtenance to the Unit(s) and shall pass with title thereto regardless of whether or not specifically referenced in the deed or other instrument of conveyance of the Unit.

As to any Limited Common Element parking space which was originally assigned by the Developer to a Unit owned by the Developer, the Developer reserves the right, at any time provided that the Developer still owns said Unit, to reassign such parking space, provided that at all times, each Unit shall have one Limited Common Element parking space.

- (d) **Other Equipment.** Air conditioning equipment or other equipment serving one or more but not all Units shall be a Limited Common Element of the Unit(s) so served, with the Association to maintain such equipment at the sole cost and expense of the Unit Owner(s) served by said equipment. The cost of maintaining said equipment shall be divided equally among the Units serviced by said equipment. In the event that physical changes in the Building result in

additional Units being served by such equipment or, in the alternative, Units ceasing to be served, then the equipment shall be a Limited Common Element appurtenant to the Units added and shall cease to be one to the Units deleted.

- (e) **Other.** Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units (other than exterior staircases and walkways not labeled as Limited Common Elements on **Exhibit 2** hereto) shall be deemed Limited Common Elements of the Units served. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes Limited Common Elements or in the event of any question as to which Units are served thereby, a decision shall be made by the Board of Directors and shall be binding and conclusive when so made.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

- (a) **Support.** Each Unit, the Building and Improvements shall have an easement of support and of necessity under and upon, and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, and any other structure or improvement which abuts any Unit, the Building and the Improvements.
- (b) **Utility and Other Services; Drainage.** Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominiums. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted). Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.
- (c) **Encroachments.** If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements (c) any Improvements encroach upon Common Elements; (d) any Common Elements or "improvements" of another condominium created within the complex encroach upon the Condominium Property; or (e) any encroachment shall hereafter occur as a result of (i) construction of the Improvement; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or common areas, then, in any such event, a valid easement shall

exist for such encroachment and for the maintenance of same so long as the Improvement or the relevant "improvement" of another condominium within the complex shall stand.

- (d) **Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner, resident of the Condominium, their guests and invitees and the Association and its employees and agents shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements, as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements, as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium. Any such lien encumbering such easements (other than those on Condominium) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) **Construction; Maintenance.** The Developer (including its designees, contractors, successors mortgagees and assigns) shall have the right in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and construct any adjacent condominium building and to construct any improvements and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required.
- (f) **Sales and Leasing Activity.** For as long as the Developer is offering any Units for sale in the ordinary course of business, the Developer, its designees, successors mortgagees and assigns, shall have the right to sue any such Units and parts of the Common Elements for guest accommodations, model apartments and sales and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and of any other similar purpose the Developer deems appropriate in its opinion.
- (g) **Additional Easements.** The Developer (as long as it is offering any Units for sale in the ordinary course of business) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health of welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Developer's right to grant additional easements as provided in this Section 3.4 shall be cancelable by the Association after the Unit Owners, other than the Developer, have assumed control of the Association.
- (h) **Support of Adjacent Structures.** In the event that any structure(s) is constructed so as to be connected in any manner to the Building, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair

and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property or the Building).

- (i) **Divider Walls.** The wall separating the Unit of one Owner from the Unit of a vertically or horizontally adjoining Owner shall be referred to as a "divider wall". A divider wall shall not be removed or constructed by an Owner, except as provided in this subsection 3.4(i). In the event a Unit Owner acquires an adjacent unit and a divider wall is no longer necessary to completely separate the adjoining Units, the Owner may remove the divider wall or construct or cause to be constructed a doorway or passageway between the adjoining Units (and an easement is hereby reserved and granted for such purpose) but only after having obtained all required governmental approvals, approval of the Board, and has complied with all reasonable restriction imposed by the Board. The removal of the divider wall or the construction of such doorway or passageway shall be at the sole cost and expense of the Owner performing same and such removal or construction shall not diminish, or in any way impair, the structural integrity or soundness of the Building. When title to adjoining Units (which do not then share a complete divider wall) shall vest in two individuals or entities who thereupon become vertically or horizontally adjoining Unit Owners, then the owners of such adjoining Units, acting together, must construct, sharing the costs and expenses thereof equally, a divider wall to completely or partially separate said adjoining Units. A divider wall may not be constructed or erected, however, until the review (at the expense of the Unit Owner) and consent of the Association and until all governmental approvals, as aforesaid, have been obtained. Any such construction shall be effected at the expense of the Owner(s) performing same and in accordance with the plans and specifications for construction. In no event may a divider wall be constructed if the structural soundness of the Building may in any way be affected thereby, Adjoining Units which share a divider wall shall have a cross-easement of support in the divider wall. Each owner shall be responsible for any damage caused to a divider wall by its negligent or intentional acts or the negligent or intentional acts of its employees or agents, and the cost of said repair shall be the specific obligation of that owner. Notwithstanding anything to the contrary, in the event a Unit Owner combines two (2) or more Units, for the purposes of determining the amount of Assessments due, the combined Units will be treated as separate Units and the Unit Owner will be responsible for the payment of Assessments for each Unit.

4. Restraint Upon Separation and Partition of Common Elements.

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right, or shared right as applicable, to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Element and Common Surplus and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

- 5.1 Percentage Ownership and Shares.** The undivided interest in the Common Elements-Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is set forth in **Exhibit 3** attached hereto and made a part hereof. All persons are hereby notified that such percentage shares were calculated in accordance with approximate adjusted square footage computations of the units in relation to the total square footage of all of the Units.
- 5.2 Voting.** Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each unit Owner shall be a member of the Association.

6. Amendments.

Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

- 6.1 By The Association.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing to the Association after such meeting. However, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum. Except as elsewhere provided, approvals must be by affirmative vote of Unit Owners owning in excess of a majority of the Units. For further information regarding proxy voting, please refer to the Association's By-Laws.
- 6.2 By The Developer.** Notwithstanding anything in this Declaration to the contrary, the Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association or the rules and regulation of the Association, without the vote or consent of Unit Owners or the Association, except for a "material amendment" described below, which shall be approved by a vote of the majority of the total voting interests of the Association, unless required by any governmental authority, in which case no approval is required. A "material amendment" means an amendment which changes the configuration or size of any Unit in a material fashion, materially alters or modifies the appurtenances to any Unit, creates timeshare estates, or changes the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus.
- 6.3 Execution and Recording.** An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the amendment and the applicable certificate are properly recorded in the public records of the County.
- 6.4 Proviso Regarding Material Amendments.** Except for amendments made by the Developer as provided in Section 6.2 above, and as otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material

fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the amendment is approved by a vote of seventy-five percent (75%) of the total Voting Interests of the Association, including the Owner(s) of the Unit(s) affected by the change, unless the amendment is required by any governmental entity, in which event no such approval is required. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this Section 6.4 may not be amended in any manner without the consent of the Developer as long as the Developer is offering Units for sale in the ordinary course of business. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicator of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision... for text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

- 6.5 Mortgagee's Consent.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of alien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

7. Maintenance and Repairs.

- 7.1 Units.** All maintenance, repairs and replacements of, in or to any Unit, structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provide to the contrary herein.

7.2 Common Elements and Limited Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance repairs and replacement in or to the Common Elements and Limited Common Elements (except as expressly provided to the contrary with respect to cooling tower, air conditioning equipment and other equipment, which serves a particular Unit or Units, but not all Units) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Any Unit Owner who causes damages to any part of the Common Elements or Limited Common Elements shall indemnify and hold the Association and Developer harmless from all costs, expenses and claims in connection with such damage.

7.3 Specific Unit Owner Responsibility.

Except as expressly provided to the contrary herein, obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, provided that if not within the boundaries of a Unit, same must constitute or lie within a Limited Common Element appurtenant thereto.

8. Additions, Alterations or Improvements by the Association.

Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of 5% the annual budget for the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate less than 5% the annual budget for the Association in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

9. Additions, Alterations or Improvement by Unit Owners.

9.1 Common Elements. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, or any Limited Common Element or structural change in his Unit without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements with thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvement by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit

Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Developer, the Association, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

- 9.2 Additions, Alterations or Improvements by Developer.** The foregoing restrictions of this Section 9 shall not apply to the Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to the recreational facilities until the earlier of such time as the Developer no longer offers Units for sale or upon transfer of Association control.

10. Changes in Developer-Owned Units.

Without limiting the generality of the provisions of paragraph 9.2 above, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) change the layout or number of rooms in any Developer-owned Units; provided however, that the percentage interests in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulation of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Unit and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this Paragraph 10 may be effected by the Developer alone, except to the extent that any of the same constitutes a material amendment, in which event the amendment must be approved by a majority of voting interest of Unit Owners. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association; Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association, as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit and the Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for

making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units.

- (b) The power to make and collect Assessments (including Special Assessments) and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Any contract as aforesaid shall be entered into only after any competitive bidding requirements set forth in the Act have been met.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that, prior to transfer of Association control, or such time as the Developer no longer offers Units for sale, no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
- (f) The power to charge a fee for exclusive use of any Common Elements or Association Property by an Owner.
- (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the condominium property.
- (h) The Association, when authorized by a majority of the Unit Owners has been attained, shall have the power to acquire, convey, lease and encumber personal and real property, whether or not contiguous to the lands of the Condominium. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.
- (i) The power to employ personnel (part-time or full-time), and if part-time, such personnel may be employees of other condominium associations and allocation of their compensation shall be equitably, apportioned among the associations for which employee provides services.
- (j) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles Incorporation, the By-Laws, Chapters 607 and 617 Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

(k) The power to sue and defend lawsuits.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulation; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 11.2 Limitations Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. 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 additions, 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 Section 9.1 hereof.
- 11.3 Restraint Upon Assignment of Shares in Assets.** The share of an unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 11.4 Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 11.5 Acts of the Association.** Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Director of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 11.6 Effect on Developer.** If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:
- (a) Assessment of the Developer as a Unit Owner for capital improvements;
 - (b) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Elements without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

12. Determination of Common Elements and Fixing of Assessments Therefor.

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with

the provisions of this Declaration and the By-laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessment are based, to all Unit Owners (and if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Article or By-Laws of the Association, or applicable rules and regulations by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Declaration and the By-Laws.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser a a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid and shall be subject to an administration late fee (in addition to such interest) in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment.

The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due, the due dates and the name and address of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

As an additional right and remedy of the Association, upon the filing of a claim of lien following a default in the payment of Assessments as aforesaid, the Association may declare all Assessment installments due for the remainder of the budget year in which the claim of lien was files to be

accelerated and shall thereupon be immediately due and payable. In the event that the amount of such installments changes during the twelve (12) month period, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all Unit Owners.

- 13.3 Notice of Intention to Foreclose Lien.** No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 13.4 Appointment of Receiver to Collect Rental.** If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.
- 13.5 First Mortgagees.** The liability of a First Mortgagee, or its successor or assignees, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's acquisition of title is limited to the lessor of:
- (a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) 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.
- As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however 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 discoverable by the mortgagee.
- An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.
- Notwithstanding anything to the contrary set forth in this section 13.5, no First Mortgagee will be relieved from the obligation of paying an Assessment, whatever the amount, if such

Assessment was secured by a recorded lien on the Unit prior to the recording of the First Mortgagee's Mortgage on the Unit.

- 13.6 Developer's Guarantee and Liability for Assessments.** During the period from the date of the closing of the purchase and sale of the first Condominium Unit until six (6) months from that date, or the date Unit Owners other than the Developer are in control of the Association, whichever occurs earliest (the "**Guaranty Period**"), the Developer guarantees to each Unit Owner that the monthly assessment for Common Expenses during the portion of the fiscal year covered by the Guaranty Period shall not increase over the stated amounts per quarter or per month set forth in Schedule B to the Prospectus. Developer, at its sole discretion and option, may extend the Guaranty Period for up to four (4) additional six (6) months periods. During the Guaranty Period the Developer shall be excused from the payment of its share of the Common Expenses and Assessments attributable to Units it owns, provided that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments due from Unit owners other than the Developer. For purposes of this Section, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expenses prior to the expiration of such period. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing.
- 13.7 Certificate of Unpaid Assessments.** Within fifteen (15) days after a written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit owner with respect to his Unit, and the Association has the right to charge a reasonable fee for such certificate. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 13.8 Installments.** Regular Assessments shall be collected monthly or quarterly, in advance, as determined by the Board of Directors.
- 13.9 Application of Payments.** Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

14. Insurance.

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

- (a) **Purchase.** All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- (b) **Named Insured.** The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their

mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

- (c) **Custody of Policies and Payment of Proceeds.** All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed). In the event an Insurance Trustee is not appointed, then the Association shall act as the Insurance Trustee.
- (d) **Copies to Mortgagees.** One copy of each insurance certificate evidencing such policy, and all endorsements thereto shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the beginning of the term of the policy, or not less than then (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (e) **Personal Property and Liability.** Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.
- (f) **Insurance Trustee.** The Board of Directors of the Association shall appoint an Insurance Trustee hereunder. Fees and expenses of any Insurance Trustee are Common Expenses.

14.2 Coverage. The Association shall maintain insurance covering the following:

- (a) **Casualty.** The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, if reasonable available, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
 - (ii) **Loss or Damage by Fire and Other Hazards** covered by a standard extended coverage endorsement: and
 - (iii) **Such Other Risks** as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

Notwithstanding the foregoing, the following items shall be excluded from the coverage described above, unless otherwise elected by the Association: (i) all wall, floor and ceiling coverings within Unit, (ii) all fixtures and furniture, equipment other personal property owned, supplied installed by Unit Owners or tenants or subtenants thereof, (iii) all alterations, capital improvements and betterments made by Unit Owners, tenants or subtenants and (iv) to the extent required by applicable law, electrical fixtures, water heaters and built-in cabinets, all of which are located within a Unit and are the repair/replacement responsibility of the Unit Owner (or its tenant or subtenant).

ALL OWNERS, MORTGAGEES, OCCUPANTS OF UNITS AND OTHER AFFECTED PARTIES ARE HEREBY ADVISED THAT IT MAY NOT BE ECONOMICALLY FEASIBLE OR OTHERWISE POSSIBLE TO INSURE THE IMPROVEMENTS FOR THEIR FULL REPLACEMENT VALUE AS A RESULT OF THE APPLICABILITY OF ZONING OR BUILDING CODES. ACCORDINGLY, NEITHER THE ASSOCIATION NOR ANY OFFICER OR DIRECTOR THEREOF SHALL BE LIABLE TO ANY PARTY WHATSOEVER IN THE EVENT OF A CASUALTY LOSS TO THE BUILDING WHICH EXCEEDS THE COVERAGE AFFORDED BY REASONABLY AVAILABLE INSURANCE.

- (b) **Liability.** Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$2,000,000 for each accident or occurrence, \$300,000 per person and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association' employees.
- (c) **Worker's Compensation** and other mandatory insurance, when applicable.
- (d) **Flood Insurance** covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.
- (e) **Fidelity Insurance**, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds as well as the officers of the Association, including the President, Secretary and Treasurer, such insurance to be in an amount not less than the maximum funds that will be in the custody of the association or its management agent at any one time.
- (f) **Association Property.** Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) **Such Other Insurance** as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each incident at each location), if applicable.

- 14.3 Additional Provisions.** All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insured, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire

insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 Premiums. ~ Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.

14.5 Insurance Trustee; Share of Proceeds. ~ All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida or one or more of the Directors or Officers of the Condominium Association. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

- (a) **Insured Property.** Proceeds on account of damage to the Insured-Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
- (b) **Optional Property.** Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) **Mortgages.** No mortgagee of a Unit shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. ~ Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) **Expenses of the Trust.** All expenses of the insurance Trustee shall be first paid or provision shall be made thereof.
- (b) **Reconstruction or Repair.** If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be

distributed to the beneficial owner thereof in the same percentages as their ownership of the common elements, with remittances to Unit Owners and their mortgagees being payable jointly to them.

- (c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) **Certificate.** In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact 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.

14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

14.9 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

15. Reconstruction or Repair After Fire or Other Casualty.

15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, unless 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners owning 80% or more of the applicable interests in the Common Elements elect not to proceed with repairs or restoration and the Primary Institutional First Mortgagee approves such election, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property (and Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and the Primary Institutional First Mortgagees approve such resolution and provided a recorded instrument has effected the termination of the Condominium, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium

Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if an and/or that portion of the Insured Property lying with the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin no more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit owners that it hold proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 15.2 Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all units and other portions of the Optional Property (and their respective mortgagees) must approve the plans which are to be altered.
- 15.3 Special Responsibility.** If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.
- 15.4 Estimate of Costs.** Before making a determination as whether or not to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- (a) **Association.** The Association shall hold the sums paid upon Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association and disburse the same in payment of such costs.
 - (b) **Disbursement.** The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund

which shall be disbursed in payment of costs of reconstruction and repair in the following manner:

- (i) **Association-Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
- (ii) **Association-Major Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
- (iii) **Unit Owners.** If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if underinsured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected unit Owner bears to the total of such estimated costs to all affected unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the Unit Owners and their mortgagees jointly as elsewhere herein contemplated, in the same percentages as their ownership of the common elements.
- (iv) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the Unit Owners in the manner elsewhere stated in the same percentages as their ownership of the common elements; except, however, that the part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee. Notwithstanding the foregoing, the Association may elect, at its sole discretion, to allocate any such surplus to reduce the following year's assessments in lieu of distributing money to the Unit Owners.
- (v) **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the reconstruction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise,

nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees not the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

- 15.5 Assessments.** If the proceeds of the balance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, in proportion to the cost of repairing the damage suffered by each owner thereof, as determined by the Association.
- 15.6 Benefit of Mortgagees.** Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

- 16.1 Deposit of Awards with Insurance Trustee.** The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 16.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 16.3 Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the insurance trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced by Habitable.** If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) **Restoration of Unit.** The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.
- (b) **Distribution of Surplus.** The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) **Adjustment of Shares in Common Elements.** If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
 - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable.. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) **Payment of Award.** The awards shall be paid first to the applicable institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) **Addition to Common Elements.** The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) **Adjustment of Shares.** The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
 - (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof (the "Percentage Balance"); and
 - (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjustment percentage for such Unit.

- (d) **Assessments.** If the balance of the award (after payments to the Unit Owner and such owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (e) **Arbitration.** If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

- 16.6 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.
- 16.7 Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.
- 16.8 Discretion of Board.** In circumstances not covered by this Declaration or by law, a 2/3rds majority of Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

17. Occupancy and Use Restrictions.

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

- 17.1 Occupancy.** Each Unit shall be used as a residence only. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must

reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, other than family of the Unit Owner or other person(s) who permanently cohabitates in the Unit with the Unit Owner, occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, a person shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purposes.

The rights of the Unit Owners to use any portion of the Association Property and/or the Common Elements shall be limited to the extent granted in, and subject to the restriction of Section 3.4(d) hereof, and the obligation for the payment of assessments as set forth in this Declaration.

- 17.2 Children.** Children shall be permitted to reside in Units, subject to the provisions of Section 17.1, above.
- 17.3 Pets.** Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain up to two (2) household pets (except fish and birds for which there is no limit on the number) in his Unit, to be limited to dogs and/or cats, more specifically one (1) dog and one (1) cat, or two (2) dogs or two (2) cats, but no more than two (2) pets total, but not two (2) of either, (or other household pets defined as such and specifically permitted by the Association such as fish and caged (domestic type) birds), provided that such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not kept, bred or maintained for any commercial purpose, (c) not left unattended on balconies or in lanai areas, (d) generally, not a nuisance to residents of other Units or of neighboring buildings and (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall, and does hereby, fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick-up all solid wastes of their pets and dispose

of such wastes appropriately. All pets (including cats) must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on balconies when the Owner is not in the Unit. Without limiting the generality of Section 19 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. This Section 17.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

- 17.4 Alterations.** Without limiting the generality of Section 9.1 hereof, but subject to Section 10 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).
- 17.5 Use of Common Elements.** The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.6 Nuisances.** No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 17.8 Floor Coverings.** Without limiting the generality of the approval requirements set forth in Section 9 of this Declaration, no hard-surfaced floor coverings such as wood, tile, marble and stone shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with sound-absorbing backing meeting the requirements, from time to time, of the Association. Any change in the floor covering of a Unit to be made by a Unit Owner (other than the Developer) must first be approved by the Association.
- 17.9 Exterior Improvements; Landscaping.** Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens window tinting, furniture, fixtures and equipment), not to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. Notwithstanding the foregoing, Unit Owners will be permitted to attach

religious symbols, (i.e., mezuzah, etc.) to be attached to door frames and temporarily display holiday specific decorations (i.e., menorahs, wreaths, Christmas ornaments, etc.) on doors and/or windows.

17.10 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.11 Effect on Developer; Association. the restrictions limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from provisions of specific restriction contained in this Section 17 for good cause shown.

18. Selling, Mortgaging and Leasing of Units.

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale and transfer of Units by any owner shall be subject to the following provisions. The provisions of this Article 18 shall not apply to the Developer.

18.1 Sales. No owner may dispose of a unit or any interest therein without approval of the Association. Prior to any sale or transfer of any unit to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors of the anticipated closing date, a photocopy of any purchase agreement, the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information as may be reasonable required by the Board of Directors. The owner may also be required to pay a reasonable application fee in connection with the proposed transfer, not to exceed the maximum amount permitted by Florida law. Within thirty (30) days after all information reasonable requested by the Board of Directors has been received, along with the application fee as may be established from time to time by the Association, the Board of Directors shall either approve or disapprove of a proposed sale or transfer and shall notify the owner in writing of its decision; failure of the Board of Directors to notify the owner within thirty (30) days shall be deemed approval. The unit owner must provide to the buyer a copy of the governing documents and any other disclosures required by the Florida Statutes.

(a) Grounds for disapproval of a transfer may include, without limitation, the following:

- (i) A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.
- (ii) A history evidencing actions which indicate a disregard for, or indifference concerning, rules and regulations associated with community living.
- (iii) Providing untimely, false, or incomplete information in connection with the application.
- (iv) Poor credit history.
- (v) Delinquent monetary obligations owed to the Association.

(b) **Disapproval.** If a proposed transfer is disapproved by the Association, the unit owner shall be advised in writing and the transfer shall not be made. The Association has neither the duty to purchase such unit, nor to provide an alternate purchaser, nor assumes any responsibility for the denial of a transfer.

18.2 Leases. No portion of a Unit (other than an entire Unit) may be rented. No lease shall be for a term of less than thirty (30) days, nor more than six (6) months in any twelve month period. However, annual (12 month) leases for long-term tenants are also permitted consistent with the

procedures set forth herein. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association.

- (a) Nothing herein shall interfere with the access rights of the Unit Owner 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 Owners.
- (b) No more than twenty (20%) percent of the Units may be rented under an annual lease at any time. If rentals drop below twenty (20%) percent, annual Units rentals will be considered on a first come first serve basis. If rentals have reached the twenty (20%) percent maximum, the Board has the right to deny any further lease applications until the maximum rentals falls below the twenty percent (20%) maximum. Short term, seasonal rentals, or not less than thirty (30) days no more than six (6) months in any twelve (12) month period shall not be subject to this provision and shall be excluded from the 20% calculation.
- (c) Any convicted or registered sexual predator listed in any state or federal sex offender registry shall be prohibited from leasing or otherwise occupying any Unit.
- (d) The Owner or Lessee must pay an application fee, not exceeding the maximum amount permitted by Florida law, to defray the costs of a background check of the proposed lessees.
- (e) Lease renewals will not be automatically granted. The Board will review all lease renewals, and will have the right to refuse a lease renewal if tenants violate the condominium documents and/or rules and regulations or do not meet the rental criteria.
- (f) The Board has the authority to promulgate rules to implement the provisions hereof.
- (g) Grounds for disapproval of a lease may include, without limitation, the following:
 - (i) A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.
 - (ii) A history evidencing actions which indicate a disregard for, or indifference concerning, rules and regulations associated with community living.
 - (iii) Providing untimely, false, or incomplete information in connection with the application.
 - (iv) Poor credit history of the applicant(s).
 - (v) Delinquent monetary obligations owed to the Association by the Owner of the Unit.
- (h) **Disapproval.** If a proposed lease is disapproved by the Association, the unit owner shall be advised in writing and the lease shall not be made. The Association has neither the duty to lease such unit, nor to provide an alternate tenant, nor assumes any responsibility for the denial of a lease.

18.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale,

conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

18.4 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit to, the provisions of this Section 18.

18.5 Developer Leasing. It is understood and agreed by all parties hereto and all Unit Owners that for such period of time as Developer deems appropriate, Developer may actively undertake a leasing and/or lease with option to purchase program with respect to Units owned by it. Accordingly, certain Units may be occupied by tenants of the Developer under lease agreements or month to month tenancies or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements, rental agreements or other tenancy agreement and to use and enjoy on a non-exclusive basis all Common Elements of the Condominium without any cost or expense.

Developer reserves the right to maintain a leasing as well as sales office within the Condominium for so long as Developer is offering Units for sale in the ordinary course of business.

19. Compliance and Default.

Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Mandatory Non-binding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for non-binding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded attorney's fees and cost incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision. If judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. A petition may be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

19.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or

their guest, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

19.3 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulation, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance.

19.4 Costs or Attorneys' Fees. In any proceedings arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulation adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

19.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

20. Termination of Condominium.

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institution First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee of a Unit or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit owners in proportion to their respective interests in the Common Elements, provided however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidence by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

21. Additional Rights of Mortgagees and Others.

21.1 Availability of Association Document. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration;

(b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

- 21.2 Notices.** Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:
- (a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
 - (b) a sixty (60) delinquency in the payment of the Assessments on a mortgaged Unit;
 - (c) the occurrence of a lapse, cancellation or material modification of any insurance policy maintained by the Association;
 - (d) any proposed action which requires the consent of a specified number of mortgage holders.
- 21.3 Additional Rights.** Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

22. Covenant Running With the Land.

All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulation of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering in to occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulation of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

23. Additional Provisions.

- 23.1 Notices.** All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

- 23.2 Interpretation.** The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 23.3 Mortgagees.** Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee of a Unit or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 23.4 Exhibits.** There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 23.5 Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted thereof, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted thereof, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 23.6 Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulation adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 23.7 Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulation adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 23.8 Waiver.** No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations of breaches which may occur.
- 23.9 Ratification.** Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that (i) all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects, and (ii) automatically consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion lawfully made in, on or to the Condominium Property or adjoining property by the Developer which are implemented in accordance with the requirements of this Declaration and the requirements of F.S. 718.110(4), and in such regard, each Owner, or occupant of a Unit, hereby designates, the Association to act as agent and attorney-in-fact behalf of the Owner to consent any such rezoning, change, addition or deletion. If requested by Developer, each Owner shall evidence their consent to rezoning, change, addition or deletion in writing (provided, however, that the refusal to give such written consent shall not obviate the automatic effect of this provision).
- 23.10 Execution of Documents: Attorney-in-Fact.** Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof each Owner, by

reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the community as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

23.11 Gender, Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders.

23.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision hereof.

23.13 Mold and/or Mildew. Mold and/or mildew can grow in any portion of the condominium that is exposed to elevated levels of moisture. The Association and each Unit Owner agree to: (i) regularly inspect the parts of the unit or Common Property that they respectively maintain, and which are visible and accessible without having first to conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or damage; (ii) upon discovery immediately repair in a good and workmenlike condition the source of any water intrusion in the parts of the Unit or Common Elements that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Unit or Common Elements they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) and promptly and regularly remediate all mold and/or mildew discovered in the parts of the Unit or Common Elements they respectively maintain in accordance with current industry-accepted standards. In addition, the Association agrees to notify the Unit Owners, and each Unit Owner agrees to notify the Association of the discovery of mold, mildew and/or water intrusion and/or damage in the parts of the Units or Common Elements they respectively maintain.

Notwithstanding anything to the contrary herein, Developer shall have no obligation to perform any invasive testing or inspections, maintenance or repairs and shall not be held liable for any loss or damage caused by the failure of the Association of Unit Owner to perform their obligation herein.

A Unit may trap humidity created by every day living (cooking, bathing, laundering, etc.). As a result, condensation may appear on the interior portion of the windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portion of the windows and glass. If left unattended and not properly maintained by owners and occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint wood work and sheetrock, and potentially mildew or mold.

23.14 Disclaimer of Warranties. EXCEPT AS IMPOSED BY THE ACT (AND THEN ONLY TO THE EXTENT THEY CAN NOT BE DISCLAIMED), NO WARRANTIES OR REPRESENTATIVE OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY THE DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE CONDOMINIUM PROPERTY (INCLUDING THE COMMON ELEMENTS AND THE UNITS), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAW, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE,

OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF OR IN CONNECTION WITH THE OPERATION OF THE ASSOCIATION. ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 24th day January, 2006.

Joinder and Consent of Mortgagee to Declaration of Condominium

Arbor Heights, A Condominium

Ocean Bank (the "Mortgagee"), the owner and holder of The Mortgage and Security Agreement dated July 14, 2005, from Arbor Heights, LLC, a Florida limited Liability company, in favor of Mortgagee as recorded on September 19, 2005, in the Official Records Book 14611, at page 1270, of the Public Records of Pinellas County, Florida, hereby joins in to the execution of, and consents to the Declaration of Condominium of Arbor Heights, a Condominium.

Nothing contained herein shall be deemed to or in any way limited or affect the mortgage held by the Mortgagee or the priority of the lien created thereby and the sole purpose of this Joinder and Consent is to acknowledge the consent of the Mortgagee to the aforesaid Declaration of Condominium.

This instrument is executed and delivered by the undersigned pursuant to and for the purpose of complying with §718.104(3), Florida Statutes.

See Appendix for signatures included in the document original.

Exhibit "1" to Declaration of Arbor Heights, A Condominium

Legal Description

Parcel 1:

Lot 1, Block 1 of "THE WOODS AT FRENCHMAN'S CREEK", according to the plat thereof as recorded in Plat Book 96, at Page 40, of the Public Records of Pinellas County, Florida.

Parcel 2:

Together with a portion of vacated right-of-way of 58th Avenue South, being described as follows: The East 387.00 feet of the South 30.00 feet of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 32 South, Range 16 East, Pinellas County, Florida; Less the East 30.00 feet for 28th Street right-of-way.

Which Parcel 1 and Parcel 2 are also described as: Commencing at the Southeast corner of the Northwest 1/4 of Section 11, Township 32 South, Range 16 East, Pinellas County, Florida, as a Point of Reference: thence N 00° 06'22" E, along the North/South centerline of Said Section 11, 1339.65 feet; thence along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 11, S.89° 50'47" W, 30.00 feet to a point of Beginning; thence continue along said line S 89° 50'47" W, 357.00 feet; thence N.00° 06' 22" E., 30.00 feet; thence S.89° 50'47" W., 886.80 feet to a point on the Easterly right-of-way line of 31st Street South; thence N 00° 07'39" E, along said line 639.04 feet; to an intersection with the South line of "STEPHENSON'S MAXIMO SUBDIVISION UNIT 3", as recorded in the Plat Book 72, at Page 89, Public Records of Pinellas County, Florida; thence N 89° 48'38" E, along said line and its Easterly extension, 1243.57 feet to a point on the Westerly right-of-way line of 28th Street South, thence along said line S 00° 06'22" W, 669.81 feet to the Point of Beginning,

See Appendix for Survey, Plot Plan, and Floor Plans pages of the document original.

Articles of Incorporation

Arbor Grove Condominium Association, Inc.

August 2024



Articles of Incorporation for Arbor Grove Condominium Association, Inc.

The Undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the state of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1: NAME

The name of the corporation shall be ARBOR GROVE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "**Association**," these Articles of Incorporation as the "**Articles**," and the By-Laws of the Association as the "**By-Laws**". The initial principal office and mailing address of the Association shall be 3001 58th Avenue South, St. Petersburg, Florida 33712, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 2: PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida condominium Act as it exists on the date hereof (the "**Act**") for the operation of that certain condominium located in Pinellas County, Florida, and known as ARBOR GROVE, A CONDOMINIUM (the "**Condominium**").

ARTICLE 3: DEFINITIONS

The terms used on these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium to be recorded in the Public Records of Pinellas County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4: POWERS

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

- 4.1 General.** The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.
- 4.2 Enumeration.** The Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments (including Special Assessments) and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulation for the use of the Condominium Property.
- (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments (including Special Assessments), preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Condominium.
- (j) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors of the Association as such owner's agent and attorney-in-fact to execute, any and all such documents or consents.

4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 5: MEMBERS

- 5.1 Membership.** The members of the Association shall consist of all the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.
- 5.2 Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.
- 5.4 Meetings.** The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special Meeting of members other than the annual meeting.

ARTICLE 6: TERMS OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7: INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME Ana V. D Villiers
ADDRESS c/o Fieldstone Lester Shear & Denberg, LLP
 201 Alhambra Circle, Suite 601
 Coral Gables, Florida 33134

ARTICLE 8: OFFICERS

The affairs of the Association shall be determined by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Jose M. Ordoñez
 1701 W. 37th Street, Suite 17
 Hialeah, FL 33012

Vice President/Secretary: Mark Rossbach
 1701 W. 37th Street, Suite 17
 Hialeah, FL 33012

Treasurer: Javier Jaramillo
 1701 W. 37th Street, Suite 17
 Hialeah, FL 33012

ARTICLE 9: DIRECTORS

- 9.1 Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors, other than designee of the Developer, must be members of the Association.
- 9.2 Duties and Powers.** All of the duties and powers of the Association Existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit owners when such approval is specifically required.
- 9.3 Election: Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualification set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 9.4 Term of Developer's Directors.** The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 9.5 First Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:
- Jose M. Ordoñez
1701 W. 37th Street, Suite 17
Hialeah, FL 33012
- Mark Rossbach
1701 W. 37th Street, Suite 17
Hialeah, FL 33012
- Javier Jaramillo
1701 W. 37th Street, Suite 17
Hialeah, FL 33012
- 9.6 Standards.** A Director shall discharge his duties as a director, including any duties as a member of a Committee in good faith; with the care an ordinary prudent person in a like position would exercise under Similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in Question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented: legal counsel, public accountants or other persons as to matters the Director reasonable believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 10: INDEMNIFICATION

- 10.1 Indemnity.** The Association shall indemnify any person who was or is a party to any proceeding by reason of the fact that he is or was a director, employee, officer, agent or committee member (each, an **Indemnitee**") of the Association, against liability incurred by him in connection with such proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonable believed to be not in, or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.
- 10.2 Indemnification.** The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall be adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.
- 10.3 Expenses.** To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any proceeding referred to in Section 10.1 or 10.2, above, or in defense of any claim, issue or matter therein; he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 10.4 Advancing Expenses.** Expenses incurred by an officer or director in Defending a civil or criminal proceeding shall be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the affected director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the by the Association as authorized in this Article 10. Expenses incurred by other Indemnitees may be paid in advance upon such terms and conditions as the Board deems appropriate.
- 10.5 Determination of Applicability.** Any indemnification under subsection 10.1 or subsection 10.2 unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth i subsection 10.1 or subsection 10.2. Such determination shall be made:

- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such Proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the tie parties to the proceeding;
- (c) By independent legal counsel:
 - (i) selected by the Board of Directors prescribed in Paragraph (a) or the committee prescribed in subparagraph (b); or
 - (ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

10.6 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 10.1(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

10.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise. However, indemnification shall not be made to or on behalf of, and all advanced expenses shall be repaid by, any indemnitee if a judgment, or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (a) a violation of the criminal law, unless the Indemnitee had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful; (b) a transaction from which the director, officer, employee or agent derived an improper personal benefit; or (c) willful misconduct or a conscious disregard for the best interest; of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor. The indemnification and advancement of expenses provided by this Article shall continue, unless otherwise provided when authorized or ratified, as to a person who has ceased to be a director, officer, employee, agent or committee member and shall inure to the benefit of the heirs and personal representatives of such person, unless otherwise provided when authorized or ratified.

10.8 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Indemnitee of the Association, or is or was serving, at the request of the Association, as a director, officer, employee, agent or committee member of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.9 Alternative Relief. Despite any contrary determination of the Board of Directors to provide indemnification in any particular case, an Indemnitee of the Association who is or was a party to a proceeding may apply for idemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

- 10.10 Continuing Effect.** Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 10.11 Definitions.** For purposes of this Article 10, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.
- 10.12 Amendment.** Anything to the contrary herein notwithstanding, no amendments to the provisions of this Article 10 shall be applicable as to any Indemnitee who has not given his prior written consent to such amendment.

ARTICLE 11: BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12: AMENDMENTS

Amendments to the Articles shall be proposed and adopted in the following manners:

- 12.1 Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 Adoption.** Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).
- 12.3 Limitation.** No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 12.4 Developer Amendments.** To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 12.5 Recording.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Pinellas County, Florida.

- 12.6 Conflicts.** In the event of any conflict between the provisions of these Articles and the Declaration and/or the By-Laws, the Declaration shall have priority over these Articles and these Articles shall have priority over the By-Laws.

ARTICLE 13: INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at Fieldstone Lester Shear & Denberg, LLP, 201 Alhambra Circle, Suite 601, Coral Gables, Florida 33134 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that, address shall be Ana V. De Villiers.

IN WITNESS WHEREOF the Incorporator has affixed her signature the day and year set forth below.

ANA V. DE VILLIERS

CERTIFICATE OF DESIGNATION REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the state of Florida.

1. The name of the corporation is:
ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC.
2. The name and address of the registered agent and office is:
Ana V. De Villiers
201 Alhambra Circle
Suite 601
Coral Gables, Florida 33134

Ana V. De Villiers
Title: Incorporator
Date: January 23, 2006

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Ana V. De Villiers

Date: January 23, 2006

By-Laws

Arbor Grove Condominium Association, Inc.

August 2024



By-Laws of Arbor Heights Condominium Association, Inc.

A corporation not for profit organized under the laws of the State of Florida

1. Identity.

These are the By-Laws of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC. (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Pinellas County, Florida, and known as ARBOR HEIGHTS, A CONDOMINIUM (the "**Condominium**").

- 1.1 Principle Office.** The principle office of the Association shall be at the location of the Condominium or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principle office.
- 1.2 Fiscal Year.** The fiscal year of the Association shall be the calendar year.
- 1.3 Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions.

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

- 3.1 Annual Meetings.** The annual members meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
- 3.2 Special Meetings.** Special members meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings

may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to participate in the annual and special meetings of the Unit Owners with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting may do so provided that the owner has filed a written request with the Secretary of the Association not less than 48 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all unit owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

- (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;
- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and
- (d) At least 48 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.
- (e) The Association is entitled to a copy (at the expense of the Association) of the audio or video taping.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Unit Owner, unless the Unit Owner waives in writing, the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the owners disagree, notice shall be to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice, which notice must include an agenda, shall be effected not less than fourteen (14) days, nor more than thirty-four (34) days, prior to the date of the meeting. The Board shall adopt the rule, and give notice to Unit Owners of, a specific location on the Condominium Property or Association Property upon which all notice of members meetings shall be posted; however, if there is no Condominium Property or Association Property upon which notices can be posted, this requirement shall not apply. Notice of specific meetings may be waived before or after the meeting and the attendance

of any member (or person authorized to vote for such member(s)) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representatives') attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer or agent of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members meetings shall be attained by the presence, either in person or by proxy, of no less than 25% of the total Voting Interest of the Association Members.

3.6 Voting.

- (a) **Number of Votes.** In any meeting of members, each Unit shall be entitled to one vote. The vote of Unit shall not be divisible.
- (b) **Majority Vote.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles of the Declaration, the terms "majority of the Unit owners" and "majority of the members" shall mean a majority of the votes of members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit owners at which a quorum shall have been attained. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not the members themselves.
- (c) **Voting Member.** If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President of the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.7 Proxies. Votes may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes taken to waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of unit Owners. No proxy,

limited or general shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.9 Order of Business. If a quorum has been attained, the order of business at annual members meetings, and, if applicable, at other members meetings, shall be:

- (a) Collection of election ballots;
- (b) Call to order by President;
- (c) Appointment by the President of a chairman of the meeting (who need not be a member, officer or a director);
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading of minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of Directors to be elected;
- (j) Election of Directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

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

3.10 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members

at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

- 3.11 Action Without A Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote of a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document. Notwithstanding anything to the contrary contained in these Bylaws, the association must hold a duly called meeting of the Unit Owners not less frequently than once each year.

4. Directors.

- 4.1 Membership.** The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, but must be an odd number, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of the Developer, must be Unit Owners who are 18 years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.
- 4.2 Election of Directors.** Election of Directors shall be held at the annual members meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days prior to the scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election meeting to all Unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days prior to the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Association shall have no liability for the contents of the information sheets prepared by the candidates.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board, in general elections or elections to fill vacancies caused by, resignation or otherwise, except that when a majority of the Board is recalled at a meeting, limited proxies may be used to elect replacement board members at the election called at said meeting. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting. Notwithstanding the provisions of this Section 4.2, an election and balloting are not required unless more candidates file notice of intent to run or are nominated than vacancies exist on the Board. Notwithstanding the provisions of this Section 4.2 or Section 3.7, the Association may, by the affirmative vote of a majority of the total voting interests of the Association, provide for different voting and election procedures in the By-Laws, which vote may be by a proxy specifically delineating the different voting and election procedures and may provide for elections to be conducted by limited or general proxy.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members (such as in the case of the resignation of a Director) shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Subject to the provisions of Section 718.112(2)(j), Florida Statutes, any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Association Members) or by written agreement signed by a majority of all Units. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the removed. The conveyance of all Units owned by a Director in the condominium (other than appointees of the Developer or Directors who are not Unit Owners) shall constitute the resignation of such Director.
- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall

server until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 Term.** Except as provided herein to the contrary, the term of each Director's services shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. In the event that the number of directors is increased as permitted herein, by vote of a majority of of the membership, staggered terms for such directors may be established. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.
- (a) Directors must attend seventy-five (75%) of all meetings in person. Any Director who falls below that percentage shall be deemed to have resigned from the Board. The remaining Directors may fill the vacancy for the remainder of the term of the position.
- 4.5 Organizational Meeting.** The organizational meeting of newly-elected or appointed Directors shall be held as soon as possible from the date of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed that would allow for proper notice of the organizational meeting as provided herein for regular meetings.
- 4.6 Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Any Unit Owner may tap record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any item not included on the notice of meeting may be taken up on an emergency basis by at least a majority of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notices of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit owners of, a specific location on the Condominium Property or Association Property upon which all notices of Board and/or Committee meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the owner of each Unit.
- 4.7 Special Meetings.** Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or as required by the Act. The provisions of Section 4.6 shall otherwise apply with respect to the Special Meetings.
- 4.8 Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance

by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened.

- 4.9 Quorum.** A quorum at Directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.10 Adjourned Meetings.** If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Joinder in Meeting by Approval of Minutes.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of a quorum.
- 4.12 Presiding officer.** The presiding officer at the Directors meetings shall be the President who may, however, designate any other person (whether or not a Unit Owner).
- 4.13 Order of Business.** If a quorum has been attained, the order of business at Directors meetings shall be:
1. Proof of due notice of meeting;
 2. Reading and disposal of any unapproved minutes;
 3. Reports of officers and committees;
 4. Election of officers;
 5. Unfinished business;
 6. New business;
 7. Adjournment.
- Such order may be waived in whole or in part by direction of the presiding officer.
- 4.14 Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.15 Executive Committee; Other Committees.** The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.16 Proviso.** Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven years after recordation of the Declaration creating Phase I of the Condominium whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days notice is given to Unit Owners of Developer's decision to cause certain of its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the unit Owners other than the Developer refuse or fail to assume control.

Within a reasonable time after Unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than ninety (90) days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association simultaneously with the transfer of control, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.

- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) Within sixty (60) days after turnover, the financial records, including financial statements of the association, and source documents since the incorporation of the association through the date of the turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be an audit from incorporation of the Association or from the period covered by the last audit. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the developer was charged and paid the proper amounts of assessments.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specification utilized in the construction or remodeling of the Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) Insurance policies.
- (l) Copies of any certificates of occupancy which may have been issued for the Condominium Property.
- (m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (p) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
- (q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (r) All other contracts to which the Association is a party.
- (s) A list of the names and addresses of all contractors, subcontractors and suppliers, of which the Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.

5. Authority of the Board.

- 5.1 Powers and Duties.** The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Operating and maintaining the Common Elements.
 - (b) Determining the expenses required for the operation of the Condominium and the Association.
 - (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
 - (d) Adoption and amending rules and regulations concerning the details of the operation and use of the Condominium Property.
 - (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
 - (f) Purchasing, leasing or otherwise acquiring unit or other property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
 - (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
 - (h) Selling, leasing mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
 - (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
 - (j) Obtaining and reviewing insurance for the Condominium Property.
 - (k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceeding or otherwise.
 - (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
 - (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected unit Owner and, if applicable, his tenant, licensee or invitee. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a unit.
 - (n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed 25% of the annual budget for the Association in the aggregate in any calendar year. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) if not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.
- (p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings (and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the lease or sublease of Units or an assignment of a lease or sublease not to exceed the maximum amount permitted by law in any one case.
- (t) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- (u) Responding to complaints of Unit Owners in accordance with all requirements of applicable law.

5.2 Contract. Any contract which is not to be fully performed within one (1) year after the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. If a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of any condominium operated by the Association in the aggregate that exceeds five percent (5%) of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment

or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, the following contracts are not subject to the competitive bid requirements of this Section 5.2:

- (a) contracts with employees of the Association and contracts for attorneys', accountants', architects', engineering, community association manager, and landscape architects' services;
- (b) any renewal of a contract awarded under the competitive bid procedures of this Section 5.2, provided that the contract contains a provision that allows the Board to cancel the contract on thirty (30) days' notice; and
- (c) contracts for materials, equipment or services provided under a local governmental franchise agreement by a franchise holder.

Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County. To the extent permitted by law, the Association may opt out of the provisions of this Section 5.2

6. Officers.

- 6.1 Executive Officers.** The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (at least two (2) of whom must be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership trust Unit Owners).
- 6.2 President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercising such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President.

All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Fiduciary Duty.

The Officers and directors of the Association have a fiduciary relationship to the Unit Owners. An officer, director or manager may not solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly solicits, offers to accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Associations and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

8. Compensation.

Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

9. Resignations.

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

10. Fiscal Management.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 Budget.

- (a) Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provision of the Declaration. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or

replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000 of the annual budget for the Association in the aggregate in any calendar year. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves for one or both of the first two (2) fiscal years of operation of the Association, after which time, reserves may only be waived or reduced upon the vote of a majority of non-Developer voting interests present at a duly called meeting of the Association. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) **Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to all Unit Owners.
- (ii) **Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessment for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners (i.e., 10% of the voting interests in the Association) received by the Board of Directors within twenty-one (21) days of the date that the Board adopted the budget being challenged, a special meeting of the Unit Owners shall be held within sixty (60) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least fourteen (14) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require an approval of Owners of not less than a majority of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.
- (iii) **Determination of Budget Amount.** In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on

a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(iv) **Proviso.** As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.

(b) **Adoption of Membership.** In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and quarterly (or monthly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full quarters (or months) of the fiscal year left as of the date of such amended Assessments, each such quarterly (or monthly) installment to be paid on the first day of the quarter (or month), commencing the first day of the next ensuing quarter (or month). If only a partial quarter (or month) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments. Special assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. Reserve funds, Working Capital and operating funds of the Association may not be commingled.

- 10.5 Acceleration of Installments Upon Default.** If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remainder of the Assessments due for the budget year in which the claim of lien was filed upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the Assessments for the next twelve (12) months shall be due upon the date the claim of lien is filed.
- 10.6 Fidelity Bonds.** Fidelity bonds of at least the maximum funds that will be in the custody of the Association or its management agent shall be required by the Board of Directors for all persons handling or responsible for Association funds as well as the President, Secretary and Treasurer in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 10.7 Accounting Records and Reports.** The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.
- Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:
- (a) Cost for security;
 - (b) Professional and management fees and expenses;
 - (c) Cost for recreation facilities;
 - (d) Expenses for refuse collection and utility services;
 - (e) Expenses for lawn care;
 - (f) Cost for building maintenance and repair;
 - (g) Insurance costs and taxes;
 - (h) Administrative and salary expenses; and
 - (i) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.
- 10.8 Application of Payment.** All payments made by a Unit Owner shall be applied as provided in the By-Laws and in the Declaration or as otherwise determined by the Board.
- 10.9 Notice of Meetings.** Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11. Roster of Unit Owners.

Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Parliamentary Rules.

Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the person participating in said meeting.

13. Amendments.

Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

- 13.1 Notice.** The full text of any proposed amendment, in the format set forth in Section 718.112(2)(h)(2), Florida Statutes, shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 13.2 Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
- (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
 - (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 75% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.
- 13.3 Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- 13.4 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the county. No by-laws shall be revised

or amended by reference to its title alone. Proposals to amend existing by-laws shall contain the full text of the by-law to be amended, new words should be added to the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the amendment, it is not necessary to use underlining and hyphens, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of the by-law. See by-law...for present text".

14. Rules and Regulations.

Attached as **Exhibit 6** to the Declaration are initial Rules and Regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the units may overrule a Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

15. Construction.

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

17. Official Records.

From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
- (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulation of the Association;
- (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Unit Owners, their mailing Unit identifications, voting certificates, email addresses if the Unit Owner elects to receive notices via email, and if known, telephone numbers;
- (h) All current insurance policies of the Association and the Condominium;

- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party to or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of sale for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
- (l) Accurate, itemized, and detailed records for all receipts and expenditures.
 - 1. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - 2. All audits, reviews, accounting statements, and financial reports of the Association or Condominium (as may otherwise be required herein).
 - 3. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
- (m) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the documents relate;
- (n) All rental records where the Association is acting as an agent for the rental of Units.
- (o) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually.

The official records of the Association shall be maintained in the county in which the Condominium is located. The records of the Association shall be made available to a Unit Owner within ten (10) working days after receipt of written request by the Board or its designee, which may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property or Association Property.

The official records of Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet, to ensure their availability to Unit owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same.

Notwithstanding the foregoing, the following records shall not be accessible to Unit Owners:

- 1. A record which was prepared by the Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the Association, and which was prepared exclusively

for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

2. Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.
3. Any medical records of any Unit Owner that is obtained by or given to the Association for any reason.

18. Written Inquires.

When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulation regarding the frequency and manner of responding to unit owners inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

19. Certificate of Compliance.

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Condominium Units to the applicable fire and safety code.

20. Conveyances to Condemning Authorities.

The Association shall have a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposed, whether negotiated or as a result of eminent domain proceedings

21. Disputes.

Prior to the institution of court litigation, as said term is defined in Section 718.1255(1) Florida Statutes, a party to a "dispute," shall petition the Division of Condominiums for non-binding arbitration in accordance with Section 718.1255(4), Florida Statutes.

22. Inclusion of Florida Law.

Notwithstanding anything to the contrary set forth in these By-Laws, all provisions of Florida Statutes Section 718.112(a)-(m), existing as of the date hereof, which may not be expressly set forth herein, are deemed to be included in these By-Laws.

The foregoing was adopted as the By-Laws of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 24th day of January, 2006.

APPROVED:

James M. Ordonez , President

Rules & Regulations

Arbor Grove Condominium Association, Inc.

August 2024



Ratification

These Rules and Regulation are effective as of August 15, 2024, and supersede any and all previous versions. ***Ignorance of these Rules and Regulations does not exempt a Resident or Unit Owner from their responsibility to comply.***

Introduction

These Rules and Regulations shall be cumulative with the covenants, conditions, and restrictions set forth in the Declaration of Condominium, provided that the provisions of the Declaration of Condominium shall have control over these Rules and Regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. The Rules and Regulations often set forth obligations for using Association facilities and clarify restrictions stipulated elsewhere in the Governing Documents

These Rules and Regulations apply to all Residents and their Guests, even if not specifically stated. The Board of Directors is permitted, but not required to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request when in the sole opinion of the Board of Directors, good cause is shown.

It may appear that there are many Rules and Regulations that Residents of Arbor Grove are expected to know and follow. But, most Rules and Regulations are basic common sense and deal with treating your fellow Residents and Association property with respect; others are instructional and offer guidance to how day-to-day operations of the Association are addressed.

The Board of Directors and the Property Manager have full authority to enforce any and all Rules and Regulations of the Association, as well as the Declaration of Condominium and the Bylaws.

A violation(s) of any Article set forth in the Rules and Regulations of the Association shall be subject to a fine(s) and/or suspension, as provided for by Florida Statute (*see Violations and Remedies on page 78 for more information*).

Words Used in These Rules and Regulations

Annual Rental

The rental of a Unit Owner's Unit for a term of 12 months with a fully-executed lease agreement.

Balcony

A Balcony is a Limited Common Element adjacent to a second level Unit's living space and enclosed by three exterior walls. Screening or an enclosing wall

installed in the aperture by a Unit Owner does not convert a Balcony to part of the Unit space owned and controlled by the Unit Owner.

Common Element

The Common Elements are all portions of the property not within the Units, tangible property required for the maintenance and operation of the Common Elements, and easements through Units for

conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utilities and other services to Units and the Common Elements. Examples of Common Elements include the clubhouse and gym, walkways and roadways, stairwells, attic space above second level units, refuse and recycling collection area, swimming pools, landscaping and nature trail, and more.

Electric Vehicle

For the purposes of these Rules and Regulations, an Electric Vehicle is defined as a class of vehicle that is powered by a rechargeable battery, used for transportation purposes, and that may be driven on all roads and highways without restrictions.

Family or Family Member

Per the Declaration of Condominium of the Association, Family or Family Member(s) are defined as a Unit Owner's spouse, children and the children's spouse and children, parents, siblings, and grandparents.

Governing Documents

The Governing Documents of the Association include the Declaration of Condominium, Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association (collectively herein as "Governing Documents").

Guest

A Guest is a Family Member or individual known personally by the Unit Owner or Resident. Per the Declaration of Condominium of the Association, a Guest is a visiting individual who has a principal residence that is not an Arbor Grove Unit.

Lanai

A Lanai is a Limited Common Element adjacent to a ground level Unit's living space and enclosed by three exterior walls. Screening or an enclosing wall installed in the aperture by a Unit Owner does not convert a Lanai to part of the Unit space owned and controlled by the Unit Owner.

Limited Common Element

The Limited Common Elements are a portion of the Common Elements reserved for the use of a certain Unit or Units to the exclusion of other Units. These can include Balconies and Lanais, parking spaces, and more.

Patio

A Patio is a Common Element space adjacent to, but outside a ground level Unit's Lanai, and is constructed using a hard surface material which defines a usable space. Although a Patio is constructed on a Common Element, it does not convert the space to a Limited Common Element.

Pet

Per the Declaration of Condominium of the Association, a Pet is defined as a dog or a cat. A Service Animal/Support Animal is not considered a Pet.

Rental

The occupancy of a Unit by an individual(s) for one month or more who is not the Unit Owner, with or without the Unit Owner residing in the Unit. This definition is not inclusive of all occupancy situations. See **Article 15: Occupancy** on page 80 and **Article 17: Rentals** on page 82 for complete rules and regulations concerning Rentals and Occupancy.

Resident

An individual residing at Arbor Grove.

Roommate

A Roommate is an individual who will be residing in a Unit occupied by a Resident who occupies the Unit as their primary residence. A Roommate is considered an Annual Rental regardless of the length of an occupancy of more than six months. Non-Owner occupants are not permitted to take on a Roommate after the start of a lease period without approval of the Unit Owner; the Roommate must be added to the lease agreement and submit all required applications and the application fee prior to occupancy. All Roommate occupancies must abide by the provisions set forth in **Article 17: Rentals** of the Rules and Regulations.

Service Animal/Support Animal

A Service Animal is defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Only dogs who have received specialized training to perform a specific task or tasks for an individual with a disability are considered Service Animals. This is the key difference between a Service Animal and all other types of working animals, including therapy, comfort animals, and emotional support animals.

A Support Animal is any animal that provides emotional support alleviating one or more symptoms or effects of a person's disability. These types of animals may or may not receive training and may interact with all sorts of people, including an individual with a disability, but they are not trained to perform a specific task for an individual with a disability.

For the purposes of these Rules and Regulations, a Service Animal/Support Animal is not considered a Pet.

(Source: <https://adata.org/service-animal-resource-hub/differences>)

Short-Term Rental

The rental of a Unit Owner's Unit for a term of no less than one month and no more than six months with a fully-executed lease agreement.

The Rules and Regulations

1. Ingress and Egress.

Sidewalks, entrances, passageways, stairways and landings, and similar portions of the **Common Elements** are not to be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or **Common Elements**.

- 1.1 Florida Fire Prevention Code prohibits furnishings, plants, or other obstructions in walkways, stairwells, or landings that may obstruct emergency personnels' access to and from a Unit.
- 1.2 Windows and unscreened balconies are not to be used as an ingress or egress, except in the case of an emergency.

2. Storage of Personal Property.

No objects of any kind are to be stored within the Condominium Property or the **Common Elements**, except in areas specifically designated for such purposes. The personal property of **Residents** must be stored within their respective Unit, with exceptions for bicycles, patio furniture, grills, and plants in planters.

- 2.1 Personal property may not be stored underneath stairwells.
- 2.2 Bicycles are to be stored on the bicycle racks provided throughout the Association Property, or within **Residents'** respective units (*see Article 2.4(b)*). Unit Owners who do not reside on the property full-time, should store their bicycle(s) in their Unit when leaving the property for extended periods of time.
- 2.3 No flammable, combustible, or explosive fluids, chemicals, or substances shall be stored in any **Common Element, Limited Common Element**, or Unit. Liquid propane gas cylinders with a capacity greater than one pound may not be stored anywhere within a Unit or on a **Balcony** (*see National Fire Protection Association NFPA 1:69.5.3.5*).
- 2.4 **Lanais and Balconies.**
 - (a) **Lanais** and **Balconies** are not to be used for the storage of items of infrequent use; the **Lanai** or **Balcony** closet should be used for storage of these items.
 - (b) Bicycles may be kept on **Lanais** or **Balconies**, but should be placed along an inner wall.
- 2.5 **Patios.**
 - (a) **Patio**-type furniture, plants in planters, and grills may be kept on **Patios** (*see Article 23: Grills on page 87 for Rules and Regulations for grills*).
 - (b) **Patio** furniture should be a solid color, and must fit on the **Patio** surface; **Patio** umbrellas are not permitted.
- 2.6 Plants in planters may be kept on a Unit's **Patio** or on the **Common Element** space outside a Unit's **Lanai**. Planters placed on **Common Elements** must have sufficient clearance so not to obstruct landscape work. Planters should be a solid color and be containers meant for holding plants; no storage containers, buckets, pots, or bowls will be permitted. Plants must be alive and maintained. Plants/planters that cause obstruction or are not being maintained by the **Resident** will be required to be removed by the Unit Owner, or be subject to removal by the Association.

3. Exterior Walls, Windows, and Doors.

Nothing is to be affixed to or hung on the exterior walls of any **Common Element** or **Limited Common Element**, sliding doors, or windows, except *Alteration Permits* issued by the Association (*see Alterations and Improvements on page 80*).

- 3.1 Entrance doors and windows are considered part of the Unit Owner's Unit. Unit Owners are responsible for the cost of replacing entrance doors and windows.

- 3.2 Entrance doors and windows must conform to the architectural standards as adopted by the Association (*see **Entrance Door and Window Specifications Addendum** on page 93*).
- 3.3 Exterior lighting fixtures mounted in **Common Elements** are the responsibility of the Association and may not be altered by Unit Owners; this includes door light fixtures and stairwell light fixtures.
- 3.4 Interior window and sliding door treatments must be maintained in good condition and are limited to draperies or blinds which must be white, off-white, or brown in color, including any backing material.
- 3.5 No awning, canopy, shutter(s), or other projection may be attached to or placed upon the exterior wall or roof of any building, or other **Common Element** or **Limited Common Element**.
- 3.6 No dirt, substance, or object shall be allowed to fall or be thrown from any window.
- 3.7 Wall-installed or window air conditioning units are not permitted.
- 3.8 Retractable screen doors are permitted to be installed on the entrance door frame exterior (*requires an Alterations Review Request*).
- 3.9 Unit Owners are responsible for any damage caused to the **Common Elements** or **Limited Common Elements** external walls by themselves, lessees, **Guests**, or employed service vendors.
- 3.10 Religious symbols, such as a mezuzah, may be attached to door frames. Christmas and Hanukkah-specific decorations (e.g., menorahs, wreaths, Christmas ornaments, etc.) may be displayed on doors and/or windows between the Friday following Thanksgiving and January 7 of the following year.
- 3.11 Non-Christmas/Hanukkah holiday signs or other holiday graphics are permitted in windows, or on doors or stairwell railings one week prior to the holiday date, but such signing and/or graphics must be removed the day following the holiday.

4. Lanais, Balconies, and Patios.

Nothing shall be affixed to or hung on the exterior walls of any **Limited Common Element**; **Lanais** and **Balconies** are **Limited Common Elements**; **Patios** are **Common Elements**.

4.1 Lanais and Balconies.

- (a) No dirt, substance, or object shall be allowed to fall or be thrown from any **Balcony**.
- (b) Nothing shall be affixed to or hung on the walls or ceiling of a **Lanai** or **Balcony**; **Lanai** and **Balcony** walls and ceiling paint color must be identical to the exteriors of the condominium buildings.
- (c) **Lanais** and **Balconies** are not to be used for the storage of infrequently used items; these items should be stored within the Unit or within the **Lanai** or **Balcony** closet.
- (d) Unit Owners are responsible and liable for the use of their **Lanai** or **Balcony**, as well as for any item on their **Lanai** or **Balcony**.
- (e) **Balconies** must maintain a safety railing extending the width of the aperture of the **Balcony**.
- (f) **Lanais** and **Balconies** are not to be used for the drying of laundry.
- (g) Exercise equipment may not be kept or used on a **Lanai** or **Balcony** with the exception of non-stationary bicycles (*see **Article 2.4(b)***).
- (h) No grills may be operated on **Lanais** and **Balconies** (*see **Article 23: Grills** on page 87 for Rules and Regulations regarding grills*).
- (i) Screen fabric on **Lanais** and **Balconies** must be in good condition, and free of holes or unsecured edges. The Association will supply screen fabric to a Unit Owner only for replacement of worn or damaged screening; the Unit Owner will be responsible for the cost of installation of the screening. Unit Owners may purchase their own screen fabric, but it must comply with the material specifications as determined by the Association (*see **Screen Fabric Standards Addendum** on page 96 for specifications*). **Lanais** and **Balconies** without screening may be framed and screened at the Unit Owner's expense. The frame material must be bronze in color.

- (j) **Lanai** and **Balcony** sliding doors and fixed glass panels may not be removed.
- (k) Exterior-opening doors on **Lanai** apertures must be full screened; the door frame and hardware must be bronze in color.

4.2 **Patios.**

As of the ratification date of these Rules and Regulations, no new **Patio** construction is permitted on Association **Common Elements**. A **Patio** that has been constructed (*or approved for construction*) prior to the ratification date of these Rules and Regulations is permitted to remain as is (*grandfathered*) per Association Resolution, but the **Patio** structure must be dismantled and removed upon the sale or transfer of the Unit (*see Resolution Regarding Patio Extension on page 99*).

All **Patios** constructed (*or approved for construction*) prior to the ratification date of these Rules and Regulations must adhere to **Patio** building specifications (*see Patio Building Specifications Addendum on page 90*).

- (a) **Patios** must be maintained in good condition. If a **Patio** is deemed unsafe or in poor condition, the Unit Owner will be given 30 days to remove the **Patio** structure or restore the **Patio** to proper condition. A Unit Owner failing to comply, will be subject to removal of the **Patio** structure at the Unit Owner's expense.
 - (b) **Patio**-type furniture, plants in planters, and grills may be kept on **Patios** (*see Article 23: Grills on page 87 for Rules and Regulations for grills*).
 - (c) **Patio** furniture should be a solid color, and must fit on the **Patio** surface; **Patio** umbrellas are not permitted.
 - (d) Plants in planters may be kept on a Unit's **Patio** or on the **Common Element** space outside a Unit's **Lanai**. Planters placed on **Common Elements** must have sufficient clearance so not to obstruct landscape work. Planters should be a solid color and be containers meant for holding plants; no storage containers, buckets, pots, or bowls will be permitted. Plants must be alive and maintained. Any plants/planters that cause obstruction or are not being maintained by the **Resident** are subject to being removed by the Association.
 - (e) The use of artificial turf is not permitted anywhere on **Common Elements**.
- 4.3 Christmas or Hanukkah-specific holiday decorations are permitted on **Lanais**, **Balconies**, and **Patios** between the Friday following Thanksgiving and January 7 of the following year.
- 4.4 Non-Christmas/Hanukkah holiday signs or other holiday graphics are permitted on **Lanais** and **Balconies** one week prior to the holiday date, but such signing and/or graphics must be removed the day following the holiday.

5. **Pools.**

Residents and their **Guests** must abide by the rules for use of the pools posted at each pool, per Florida Department of Health Chapter 64E-9. The pools are **Common Elements** of the Association and are to be used by persons who evidence a behavior consistent with the intended purpose of the facilities.

- 5.1 The main pool area is open for use 9:00 am–9:00 pm daily. The clubhouse pool area is open for use 9:00 am–dusk daily. No person is allowed within the fenced pool areas when the access gates are locked or after pool closure times.
- 5.2 **Residents** must accompany their **Guests** when using the pools, limited to two **Guests** per **Resident**. **Residents** are responsible for the conduct of their **Guests**. Children must be accompanied and supervised by an adult.
- 5.3 There is no lifeguard at the pools; swimming is at an individual's own risk.
- 5.4 Maximum pool load (*number of individuals in the pool at any one time*) is 20 individuals.
- 5.5 Proper swim attire is required; excessively revealing or see-through swim attire is not considered to be proper swim attire.

- 5.6 Diving, running, horseplay, and playing with pool mechanical, maintenance, or safety equipment is prohibited.
- 5.7 Glass containers are not permitted anywhere within the fenced pool areas; food is only allowed at the cabana areas; those using the pool facilities are required to dispose of any garbage and leave the pool area clean.
- 5.8 Animals are not permitted within the fenced pool areas.
- 5.9 Smoking and vaping are not permitted anywhere within the fenced pool areas.
- 5.10 Pool furniture is not to be removed from the fenced pool areas.

6. Clubhouse and Gym.

The clubhouse houses the office of the Property Manager; office hours are posted at each entrance. The clubhouse and the gym within the clubhouse are for the use and enjoyment of **Residents** and their invited **Guests**.

- 6.1 Persons using the clubhouse, gym, and clubhouse restrooms are responsible for keeping the facilities clean and presentable at all times.
- 6.2 **Gym Facility.**
 - (a) The gym facility is open for the use of **Residents** and their accompanied **Guests**, 6:00 am–10:00 pm daily.
 - (b) Individuals using the gym facility must abide by the posted rules for use of the facility and are responsible for any damage they cause to the facility or equipment.
 - (c) Individuals using the gym facility do so at their own risk.
- 6.3 **Reserving the Clubhouse.**
 - (a) Unit Owners may reserve and use the clubhouse facility for Arbor Grove community events at no cost; a completed *Clubhouse Reservation Application* and refundable damage deposit must be submitted to the Property Manager at least two days prior to an event date. The organizer(s) of the event are responsible for cleaning the facility after the event, and are responsible for damage caused to any portion of the clubhouse facility.
 - (b) **Residents** may reserve and use the clubhouse facility for private events for a fee; a completed *Clubhouse Reservation Application*, the rental fee, and refundable damage deposit must be submitted to the Property Manager at least two days prior to an event date to secure a reservation. The damage deposit will be refunded after the event, minus any costs of cleaning and damage repairs to the facility.
- 6.4 Persons using the clubhouse pool must towel dry before entering the clubhouse restrooms.
- 6.5 **Residents** are responsible for the costs to repair damage to any portion of the clubhouse facility caused by themselves or their **Guest(s)**.
- 6.6 **Animals** are not allowed inside the clubhouse or gym.

7. Access to Association Property.

Access to the Association property is made by way of one of the two vehicle gate systems or one of the two pedestrian gates.

- 7.1 Pedestrian gates are to be closed and locked at all times; gates are never to be propped open.
- 7.2 **Residents** may purchase vehicle gate key cards and vehicle gate remote fobs from the Property office.
 - (a) Gate key cards and remotes are for **Residents'** use only; they are not to be provided permanently to non-**Residents** for property access.

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- 7.3 **Residents** are not to use the entry call box for access to the property in lieu of purchasing a gate key card or gate remote fob.

8. Quiet Hours and Noise Control.

8.1 Quiet Hours.

Quiet hours are 10:00 pm–8:00 am, seven days a week. **Residents** and **Guests** should mitigate excess noise at all times, but during quiet hours, noise should be kept to a reasonable volume that does not disturb neighbors.

- (a) Moving into or out of a Unit, and delivery of large items, such as appliances and furniture, during quiet hours is prohibited.
- (b) Remodel/construction work during quiet hours is prohibited.

8.2 Noise Control.

Residents should be aware that there is no soundproofing between Unit walls and floors; **Residents** should mitigate excess noise at all times.

- (a) Noisy major appliances should be placed on a sound underlayment material; exercise equipment should be placed on an acoustical pad.

- 8.3 Fireworks are not permitted to be used on Association property.

9. Community Demeanor.

Arbor Grove **Residents**, their **Guest(s)**, and employed vendor(s) are expected to treat one another with respect; inappropriate language or behavior directed at another **Resident** or their **Guest(s)** on Association property is not tolerated.

- 9.1 Children are the responsibility of their parents or legal guardians, and are to be supervised at all times while on Association property.
- 9.2 Solicitation is not allowed on Association property.
- 9.3 Conduct on Association property that requires law enforcement personnel to be called shall be presumed a nuisance and a violation.
- 9.4 Feeding wildlife on the property is not permitted.

9.5 Meetings, Hearings, and Board of Directors Workshops.

With the exception of closed Board Meetings, Unit Owners are permitted to attend meetings, hearings, or workshops, but are not permitted to disrupt the proceedings; offhand commentary, inappropriate language, and other disruptive behavior is not tolerated.

- (a) Unit Owners must be respectful of others who have been given the opportunity to speak during a meeting, and remain silent until such time when the Board of Directors or Committee Chairperson yields the floor to them.
- (b) Unit Owners attending a Fines and Suspensions Review hearing are not permitted to speak, unless they are present to offer defense for the actions of the Unit Owner being fined.

10. Property Manager, Maintenance Personnel, and Volunteers.

The Property Manager and maintenance personnel are employed by the property management company contracted by the Association. Maintenance personnel report directly to the Property Manager.

- 10.1 **Residents** may not make personal requests of the Property Manager or maintenance personnel.
- 10.2 **Residents** are not permitted to interfere with and/or obstruct any Association work being performed by or managed by the Property Manager, maintenance personnel, Committee Volunteers, non-Committee Volunteers, or vendors working under the employ of the Association.

- 10.3 A **Resident** who is not duly recognized as a Member of an Association Committee and who volunteers to assist the Property Manager with Association projects, must first submit a completed *Volunteer Release and Waiver of Liability* prior to the commencement of any volunteer task(s).

11. Incident Reporting.

All incidents occurring on Association property that involve injury to any **Resident, Guest**, vendor or their employee(s), or an employee of Resource Property Management, and/or causes damage to Association property should be documented by an *Incident Report*.

11.1 Documentation on the Incident Report.

- (a) The date, time, and location of the incident.
- (b) Names and contact information of all individuals involved or who witnessed the incident.
- (c) Photos or video of anything that may have been involved or deemed a cause of the incident; such digital files must be provided to the Property Manager.
- (d) Description of the events from all individuals involved or who witnessed the incident.

11.2 Incident Reporting.

- (a) The completed *Incident Report* and any supporting evidence of the incident, be it physical or digital, should be given to the Property Manager.
- (b) All supporting evidence will be retained in the office of the Property Manager to secure the chain of custody.

12. Violations and Remedies.

All Arbor Grove **Residents** and **Guests** must comply with the **Governing Documents**, as shall be adopted and revised from time to time. Failure of a **Resident** or **Guest** to so comply shall be grounds for action by the Association which may include, without limitation, recovery of sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, at the sole discretion of the Board of Directors, a fine or fines may be levied against a Unit Owner for the failure of themselves, their **Family, Guest(s)**, lessee(s), or employed vendors(s) to comply with any covenant, rule, or regulation as set forth in the **Governing Documents** of the Association.

12.1 Notice of Violation.

- (a) The Association will notify a Unit Owner by email or U.S. Postal Service mail of an infraction(s). The notification will include the infraction, remedy to comply, required date of response of agreement to comply, and the potential for a fine due to continued noncompliance.
- (b) If another infraction of the same violation should occur, the Unit Owner will be notified that a fine will be recommended and the violation will be forwarded to the Board of Directors for approval or denial of an assessed fine.

12.2 Assessment of Fine(s).

- (a) The Board may vote to approve a fine(s) and levy such against a Unit Owner due to the continued noncompliance by themselves, or by their **Family, Guest(s)**, lessee(s), and/or employed vendor(s).
- (b) Continued infractions for the same violation may result in multiple fines being levied until the Unit Owner has remedied the issue, up to the maximum amount permitted by Florida Statute (*see Florida Statutes 718.303(3)*).
- (c) An infraction(s) of a separate noncompliance issue will each be considered a unique violation and each infraction subject to a separate fine(s).
- (d) The Board of Directors, at its sole discretion, may elect to impose a fine(s) upon a violation, bypassing any notification to remedy a violation prior to imposing a fine.

12.3 Due Process Hearing.

Per Florida Statute 718.303(3)(b), the Association is required to establish a Committee of no less than three impartial Unit Owners to conduct Hearings for the purpose of providing a Unit Owner against whom the Board of Directors has levied a fine(s), the opportunity to present facts and defenses as to why the fine(s) should not be imposed.

- (a) The Association will notify the Owner subject of the hearing via email and U.S. Postal Service mail of the date, time, and location of the Hearing before the Committee.
- (b) The Owner subject of a proposed fine will be granted the opportunity to provide before the Committee, facts and defenses on their behalf.
- (c) Upon conclusion of a Hearing, the Committee shall vote to confirm or deny the fine(s) as levied; the decision of the Committee of denial or confirmation of a fine(s) is final; the Board of Directors cannot alter the ruling of the Committee.

12.4 Collection of Fines.

- (a) The Association will notify the Unit Owner who is fined of the ruling of the Committee, and payment instructions if a fine(s) is confirmed and due.
- (b) The Association reserves the right to use any recourse permitted by Florida Statute in the collection of fines due the Association.
- (c) All monies collected from fines shall be allocated as directed by the Board of Directors.

12.5 Nonexclusive Remedy.

Fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

13. Unit Entry.

In emergency situations when entry to a Unit is necessary and the **Resident** is not available, a Member of the Board of Directors or the Property Manager shall have the right to enter a Unit, but must be accompanied by at least one other Board Member or employee of the Property Management staff.

- 13.1 It is recommended that all Unit Owners leave a key at the property office for emergency entry to their Unit; the Property Manager maintains the secured storage of Units keys to which only they and Board Members have access.
- 13.2 A Board Member or the Property Manager will attempt to contact the **Resident** of record of a Unit prior to entering a Unit. If contact cannot be made, those authorized to enter a Unit will do so, but will immediately announce their presence.
- 13.3 The Unit Owner will be responsible for the cost of a locksmith, should the Association require such service to gain entry to a Unit.
- 13.4 Damage or increase in damage to a Unit, portions of a Unit, other Units, or **Common Elements** for which the Association is responsible caused by delays due to lack of access to a Unit may be considered negligence of the Unit Owner, and may result in legal action to recover costs due to such negligence.
- 13.5 No individual is permitted to interfere with the necessary entry to a Unit by Association personnel authorized to do so, as set forth in this **Article 13**. If a Unit Owner authorizes an individual to act on their behalf in an emergency situation, the Unit Owner assumes all responsibility for any damage caused by the authorized individual obstructing entry to a Unit, whether it be to their Unit or any other Unit so affected. If damage to other Units may be caused by delaying entry to a Unit to remedy a situation, authorized Association personnel may enter a Unit to remedy said situation.

14. Alterations and Improvements.

Alterations and improvements to a Unit Owner's Unit, **Common Element**, or **Limited Common Element** require a completed *Alterations Review Request* to be submitted for approval by no less than three Members of the Board of Directors prior to the commencement of any alteration work. Unit Owners must comply with all requirements and provisions set forth in the *Alterations Review Request*.

14.1 Flooring Alterations.

- (a) Hard surface flooring installed in a second level Unit is required to have a sound absorbing/soundproofing underlayment with an STC and IIC minimum rating of 60 over a two-inch concrete slab subfloor; flooring installed in a ground level Unit is not required to have any sound absorbing/soundproofing underlayment.
- (b) It is recommended that the *Alterations Review Request* submitted include samples of both the flooring and underlayment products.

14.2 Patios.

As of the ratification date of these Rules and Regulations, no new **Patios** are permitted to be constructed, except for construction properly approved prior to the ratification date, and thus, no alterations other than repairs to what is already constructed may be made to existing (*grandfathered*) patio structures (see **Resolution Regarding Patio Extension** on page 99).

- (a) An entire **Patio** structure may not be replaced in lieu of repairing the existing structure.
- (b) Should a **Patio** structure require substantial repairs, the Board of Directors may require the structure to be removed at the expense of the Unit owner and the area returned to its original condition.

14.3 Entrance door and window replacements must comply with the Association's architectural standards (see **Entrance Door and Windows Specifications Addendum** on page 93).

14.4 Upon approval by the Board of Directors of an alteration or improvement, the Unit Owner will receive notification of the approval and an Association *Alterations Permit* which must be displayed in the Unit's designated window or on the entrance door, and remain displayed until completion of the alteration or improvement, at which time the *Alterations Permit* must be returned to the Property Manager.

14.5 Neither a Unit Owner nor the Association may permit any alteration in the portions of a Unit or the Condominium which are maintained by the Association, nor permit the removal and/or replacement of any portion thereof, make additions to, or do anything which would jeopardize the safety or structural integrity of a condominium building, or impair any easement.

14.6 Cost to repair damage(s) to any **Common Element** or **Limited Common Element** caused during alteration work is the sole responsibility of the Unit Owner.

14.7 No painting of or alterations to the appearance of any **Common Element** or **Limited Common Element** is permitted, except for a patio installation, approved landscape alterations, screening, flooring, or installation of a ceiling fan on a **Lanai** or **Balcony**, with proper approvals.

14.8 Alterations to a **Common Element** landscape must be approved by no less than three Members of the Board of Directors—and the Landscape Committee Chairperson for plantings—prior to the commencement of any landscape alteration, and must adhere to the landscape alterations specifications (see **Landscape Alterations Specifications Addendum** on page 94).

14.9 Owner-purchased plants become the property of the Association once planted in the ground of a **Common Element**.

15. Occupancy.

All Units are to be occupied as a residence and for no other purpose. No more than two individuals per bedroom are permitted to occupy a Unit at any time. See the **Occupancy Matrix Addendum** on page 97 for more information.

15.1 Occupancy During Unit Owner Absence.

During a Unit Owner absence, be it short-term or persistent, the Unit Owner may have a non-owner(s) occupy their Unit in their absence. Restrictions and limitations apply to all occupancies during an absence of the Unit Owner. Under no circumstances may a unit be rented for a fee for a period of less than one month.

- (a) A Unit Owner must submit a completed *Guest Registration* with details about all **Family Member(s)** or **Guest(s)** who will be occupying their Unit if the occupancy will be more than 14 days, but less than one month.
- (b) A non-owner occupying a Unit for more than one month, but no more than six months at a time during an Owner absence is considered a **Short-Term Rental**, whether paying a rental fee or not, and must abide by all provisions set forth in **Article 17.7: Short-Term Rentals**.
- (c) An absent Unit Owner may be permitted to lease their Unit on an annual basis (see **Article 17.6** for rules and regulations concerning **Annual Rentals**). If a **Family Member** will be a persistent occupant of a Unit not occupied by the Unit Owner, the **Annual Rental** threshold cap will not apply to said Unit (see **Article 17.6: Annual Rentals**).
- (d) The Board of Directors reserves the right to disallow an occupancy for just cause, based upon behavior or compliance issues during an individual's previous occupancy at Arbor Grove.
- (e) Occupancy of a Unit by a person(s) other than a **Family Member** who is providing care and/or support during a time the Unit Owner is hospitalized or in a care facility, shall be considered a tenancy after 30 days of occupancy, and the person(s) must complete the process for approval as a **Roommate** as set forth in **Article 17.8: Roommates**.

15.2 Family or Guest Occupancy with Unit Owner Present.

- (a) A **Family Member** or **Guest** may reside temporarily with a Unit Owner, but if the occupancy is more than 14 days and less than one month, the Unit Owner must submit a completed *Guest Registration*.
- (b) A **Family Member** or **Guest** residing temporarily with a Unit Owner for more than one month, but no more than six months at a time is considered a **Short-Term Rental**, whether paying a rental fee or not, and must abide by all provisions set forth in **Article 17.7: Short-Term Rentals**.
- (c) A **Family Member** or **Guest** residing with a Unit Owner for more than six months is considered an **Roommate**, whether paying a rental fee or not, and must abide by all provisions set forth in **Article 17.8: Roommates**.
- (d) Regardless of the length of occupancy, **Family** and **Guest(s)** residing with a Unit Owner must agree to abide by all Rules and Regulations of the Association; the Unit Owner is solely responsible for the behavior and compliance of their **Family** and **Guest** occupant(s).

16. Unit Sales and Transfers.

Unit sales and transfers must be approved by the Board of Directors, with the exception of Transfers by inheritance or gift, and made pursuant to Florida Statue 718 and the **Governing Documents** of the Association.

16.1 Unit Sales.

- (a) Upon entering into Contract for the sale of a Unit, the purchaser must submit a completed *Unit Purchase-Transfer Application* and the non-refundable, application fee to the Property Manager.
- (b) The *Unit Purchase-Transfer Application* will be submitted to the Board of Directors for approval upon receipt of the applicant(s) background check; three Board Member approvals are required. The Board of Directors reserves the right to deny a *Unit Purchase-Transfer Application* for just cause.
- (c) Closing on the sale of a Unit or moving into a Unit without prior approval by the Board of Directors of the *Unit Purchase-Transfer Application* is not permitted.

- (d) If the purchaser of a Unit is a corporation, partnership, trust, or entity other than an individual, the *Unit Purchase-Transfer Application* must list all persons who will occupy the Unit; occupancy will be limited to those persons named on the *Unit Purchase-Transfer Application*. Purchase of a Unit by any such entity is not permitted if the Unit is to be used for any purpose other than as a private residence.
- (e) Open houses are not permitted; key lock boxes are to be put only on the Unit doorknob/handle.

16.2 Unit Transfers.

- (a) The individual(s) to whom a Unit will transfer must submit a completed *Unit Purchase-Transfer Application* and the nonrefundable, application fee to the Property Manager.
- (b) Although the Board of Directors may not deny a transfer of ownership via inheritance or gift, the Board of Directors reserves the right to deny occupancy to an adult individual(s) named on the *Unit Purchase-Transfer Application* for just cause.
- (c) Proof of receivership of the Unit transfer may be requested.

16.3 Background Check and Application Denial.

- (a) The Association will order a criminal background check for all adult rental applicants and reserves the right to deny a *Unit Purchase-Transfer Application* for just cause based upon, in part, the information received from an applicant's background check, except where denial is prohibited due to inheritance or gift.
- (b) Just cause shall include:
 - Providing incomplete or false information on any submitted documents.
 - Past behavior or compliance issues during previous occupancies or visitations at Arbor Grove.
 - Criminal convictions or pleas of no contest for violent crimes or crimes of a sexual nature, and distribution of a controlled substance within the previous five years.
 - The Unit Owner is in arrears with money owed the Association.
- (c) In the event of an application denial, the Association will provide the Unit Owner a written response, including the reason(s) for denial; the Unit Owner may submit a written appeal for reconsideration of the denial with just cause, but the decision by the Board of Directors after reconsideration is final. Per **Article 18.1(b)** of the **Declaration of Condominium of the Association**, the Association has neither the duty to purchase such unit, nor to provide an alternate purchaser, nor assumes any responsibility for the denial of a *Unit Purchase-Transfer Application*.

17. Rentals.

Arbor Grove permits, with restrictions and limitations, **Annual Rentals** and **Short-Term Rentals**. Under no circumstances may a unit be rented for a fee for a period of less than one month. No more than two individuals per bedroom are permitted to reside within a Unit at any time. See the **Occupancy Matrix Addendum** on page 97 for more information.

- 17.1 No Unit Owner will be permitted to rent their Unit if the Unit Owner is in arrears with monies due the Association, including water/sewer charges, but excluding monies due from assessed fines.
- 17.2 Unit Owner(s) leasing a Unit are solely responsible for the behavior of and any damage caused by their lessee(s) to the **Common Elements, Limited Common Elements**, or another Owner's Unit.
- 17.3 The Association and the Property Manager are not responsible for managing rentals; Unit Owners of **Annual Rentals** or **Short-Term Rentals** are solely responsible for the management of their rented Unit(s) and occupant(s).
- 17.4 Per **Article 18.2** of the **Declaration of Condominium of the Association**, the Association has the right to terminate a lease upon noncompliance of a lessee(s) observing any of the provisions set forth in the **Governing Documents** of the Association.

17.5 Non-Owner Occupant Application.

A prospective occupant must submit a completed *Non-Owner Occupant Application* at each rental period and pay a non-refundable, \$150 application processing fee (\$25 for renewal applications), which includes a criminal background check, if required. The Application should be submitted no less than 15 days prior to the beginning of the lease term.

- (a) *Non-Owner Occupant Applications* must be approved by no less than three members of the Board of Directors prior to the move-in date or an annual lease renewal. The Board of Directors reserves the right to deny a *Non-Owner Occupant Application* for just cause.
- (b) A lessee(s) moving into a Unit prior to obtaining Board approval of their *Non-Owner Occupant Application* will be required to vacate the Unit.

17.6 Annual Rentals.

The Association threshold for determining the number of **Annual Rentals** permitted at any one time is no more than 20% of the total Units in the Association, or 36 Units, and is overseen by the Property Manager. The threshold does not include persistent occupancies by a **Family Member(s)** in absence of the Unit Owner or a **Roommate**.

- (a) A Unit Owner wanting to be granted **Annual Rental** status must submit their Unit to the **Annual Rental** registry maintained by the Property Manager. When an **Annual Rental** opportunity becomes available, it will be offered to the first Unit Owner on the registry (see **Addendum on page 91 for the procedure of Annual Rental offerings**).
 - A Unit Owner must not request a Unit be added to the registry should they not intend to offer the Unit for **Annual Rental**, nor may a Unit Owner trade their Unit's position within the registry with another Unit Owner on the registry.
 - **Annual Rental** status, once granted, is persistent, but is forfeited upon transfer of title of the Unit or if the Unit Owner takes occupancy of the Unit as their residence.
- (b) A fully-executed, 12-month lease agreement must be submitted to the Association prior to the move-in date. The 12-month rental period remains in effect even if, for whatever reason or circumstance, a lessee vacates the Unit prior to the end of the 12-month rental period; no new **Annual Rental** will be permitted until the 12-month rental period expires.
- (c) A **Roommate** is considered an **Annual Rental** and must abide by all provisions set forth in **Article 17.8: Roommates** of these Rules and Regulations.
- (d) A *Non-Owner Occupant Application* must be submitted annually and receive approval of no less than three members of the Board of Directors prior to the commencement of the next 12-month lease period. A new annual lease agreement must be submitted for each renewal rental term. The Board of Directors reserves the right to deny a renewing **Annual Rental** for just cause.
- (e) Unit Owners are solely responsible for the conduct of their lessee(s) and the lessee's **Guest(s)**. A lessee(s) and their **Guest(s)** must abide by all Rules and Regulations of the Association.
- (f) An **Annual Rental** lessee(s) may not sublet the Unit nor any portion of the Unit.
- (g) Only those individuals listed on the *Non-Owner Occupant Application* and the lease agreement are permitted to occupy the **Annual Rental** Unit.
- (h) Think Utility sewer and water accounts must remain in the name of the Unit Owner and are the sole responsibility of the Unit Owner. Delinquent Think Utility account balances are considered monies owed the Association.

17.7 Short-Term Rentals.

A Unit Owner may lease their Unit(s) for a short term of no less than one month and no more than six consecutive months. No Unit shall be leased on a short-term basis for more than six months total within a calendar year.

- (a) Only those individuals listed on the *Non-Owner Occupant Application* are permitted to occupy the rental Unit; no more than two individuals per bedroom are permitted to occupy a Unit at any time.

- (b) A Unit Owner is solely responsible for the conduct of their lessee(s) and the lessee's **Guest(s)**. A lessee(s) and their **Guest(s)** must abide by all Rules and Regulations of the Association.
- (c) A **Short-Term Rental** lessee(s) may not sublet a rental Unit, nor any portion of the Unit.
- (d) A returning, **Short-Term Rental** lessee(s) must submit a *Non-Owner Occupancy Application* and non-refundable, \$25 application processing fee for each rental term; the background check will be waived unless the Board of Directors, at the expense of the Association, finds just cause to order a new background check.
- (e) The Association is not responsible for any tax burden for **Short-Term Rentals**; pursuant to Florida Statue 212.03, Unit Owners are solely responsible for paying the Pinellas County Tourist Development Tax on a **Short-Term Rental** of their Unit.

17.8 Roommates.

- (a) A **Roommate** is considered an **Annual Rental** and must submit a completed *Non-Owner Occupant Application* for approval by the Board of Directors prior to moving into a Unit. The Unit Owner must occupy their Unit as their primary residence to have a **Roommate**. **Roommate Annual Rentals** must abide by all provisions set forth in **Article 17** of these Rules and Regulations.
- (b) **Roommate Annual Rentals** are not included in the Association's **Annual Rental** threshold cap.
- (c) Should an **Annual Renter** wish to have a **Roommate**, the Unit Owner must modify the lease agreement to include the **Roommate** as an occupant. A **Roommate** must abide by all provisions of an **Annual Rental** as set forth in these Rules and Regulations.

17.9 Background Check and Application Denial.

- (a) The Association will order a criminal background check for all adult rental applicants and reserves the right to deny a *Non-Owner Occupant Application* for just cause based on the information received from an applicant's background check.
- (b) Just cause shall include:
 - Providing incomplete or false information on any submitted documents.
 - Behavior or compliance issues during previous occupancies or visitations at Arbor Grove.
 - Criminal convictions or pleas of no contest for violent crimes or crimes of a sexual nature, or distribution of a controlled substance within the previous five years.
 - The Unit Owner is in arrears with money owed the Association.
- (c) In the event of an application denial, the Association will provide the Unit Owner a written response, including the reason(s) for denial; the Unit Owner may submit a written appeal for reconsideration of the denial with just cause, but the decision of the Board of Directors after reconsideration is final. Per **Article 18.2(h)** of the **Declaration of Condominium of the Association**, the Association has neither the duty to rent such unit, nor to provide an alternate lessee, nor assumes any responsibility for the denial of a *Non-Owner Occupant Application*.

18. Moving In or Out of a Unit.

Moving in or our of a Unit should be completed 8:00 am–6:00 pm.

- 18.1 The **Resident** or their designee is required to be present and monitor their movers.
- 18.2 Movers' vehicles and other move-related equipment are not to block any roadway or parking space.
- 18.3 Movers are not permitted to bring semi-tracker-trailers onto the property; trucks/trailers of this size cannot negotiate the turns on the property roadways without causing damage to **Common Elements**.
- 18.4 Unit Owners are solely responsible for any damages caused by movers to **Common Elements** or **Limited Common Elements**.

19. Vehicles.

All **Residents'** motorized vehicle(s) are required to be registered with the Association by completing a *Vehicle Registration* and displaying an Association vehicle registration decal affixed on the appropriate window as determined by the Association. Unregistered, motorized vehicles, or those with no vehicle decal or guest parking tag (see **Article 20: Parking** on page 86) are subject to being towed at the owner's expense. Failure to comply with any vehicle rule or regulation subjects a Unit Owner to being fined and/or the vehicle being towed without notice at the Owner's expense.

19.1 No vehicle repairs shall be made on the **Common Elements** or **Limited Common Elements**, including, but not limited to, engine, transmission, brakes, or radiator work, or painting.

19.2 Vehicles are required to obey posted speed limit and traffic signs while driving on Association property.

19.3 Vehicle License Tabs.

(a) A **Resident's** vehicle(s) parked on Association property must have current license tabs.

(b) A **Resident** with expired license tabs on their vehicle will be given a 30-day notice, or six months notice for out-of-state licenses, to obtain current license tabs, after which, the vehicle will be subject to being towed at the vehicle owner's expense.

19.4 A **Resident's** vehicle(s) must be in working condition. **Residents** with vehicles in inoperable condition will be given a three-day notice to make the vehicle operable, after which, the vehicle is subject to being towed at the vehicle owner's expense.

19.5 A Unit Owner is permitted to put a vehicle cover on their vehicle when they are not on the property, but the cover must be secured to the vehicle and be in good condition.

19.6 A Unit Owner who leaves a vehicle parked on the property when they are absent for an extended period of time, should leave a set of keys to the vehicle with a neighbor in case there is an emergency need to move the vehicle.

19.7 Golf Carts.

(a) Golf carts parked on Association property are bound by all Rules and Regulations that apply to vehicles, and must be licensed and modified to meet City requirements for legal street use.

(b) Electric golf carts may not be charged on Association property via extension cord that extends over any **Common Element** or **Limited Common Element**.

(c) Golf carts must be only driven by persons licensed to do so.

19.8 Electric Vehicle Charging.

(a) **Electric Vehicles** may not be charged on Association property via extension cord that extends over any **Common Element** or **Limited Common Element**.

(b) A Unit Owner owning an **Electric Vehicle** will be permitted to install an **Electric Vehicle** charging station on Association **Common Elements**, but the Board of Directors will have sole authority to designate the location of installation (see **Article 20.12** for parking space designation).

(c) Installation, electricity, maintenance, and insurance costs of a charging station are the sole responsibility of the Unit Owner; the Unit Owner must indemnify the Association against all costs, responsibility, or loss associated with a vehicle charging station.

(d) If the Owner of a vehicle charging station is no longer residing on Association property and does not remove their vehicle charging station, the Association bears no responsibility to purchase the charging station. The Unit Owner may sell their charging station to another Unit Owner, but the sale must be completed while the Owner of the charging station is still an Arbor Grove Unit Owner. If a charging station is not sold and the Owner of the charging station is no longer a Unit Owner, the Association will assume ownership of said charging station with no responsibility to reimburse the Owner of the charging station for any expenses incurred by the Owner.

19.9 Vehicle Washing and Detailing.

- (a) The vehicle washing area water is for the use of **Residents** only.
- (b) Vehicle washing and detailing, whether done by the vehicle owner or a service provider, is to be done in the designated vehicle washing area and done 8:00 am–8:00 pm.
- (c) Service providers must provide their own water supply; they are not allowed to use the Association's water resource.

20. Parking.

Each Unit is assigned one vehicle parking space marked with the Unit number. Assigned parking spaces are considered a **Limited Common Element**. Failure to comply with any Parking Rule or Regulation subjects a vehicle to a fine and/or being towed without notice at the Owner's expense.

- 20.1 A **Resident's** vehicle(s) parked on the **Common Elements** or **Limited Common Elements** is required to have an Arbor Grove vehicle registration decal affixed to the rear window on the driver side or, if the rear window has defrost elements or tinted glass, affixed to the windshield on the driver side.
- 20.2 **Guest Parking Tags.**
 - (a) A **Guest(s)** parking a vehicle on the property overnight or for more than 24 hours, and **Short-Term** lessees must display a current year Arbor Grove **Guest** parking tag hanging from the rear view mirror or placed on the dashboard of the vehicle where it is easily visible.
 - (b) A **Short-Term** lessee may obtain and affix an Arbor Grove vehicle registration decal on their vehicle in lieu of using a **Guest** parking tag.
- 20.3 Only a vehicle, motorcycle, motorized scooter, or golf cart (*with exceptions noted in **Article 20.4***) with an Arbor Grove vehicle registration decal or **Guest** parking tag displayed may occupy a parking space on Association property.
- 20.4 Commercial vehicles are not permitted to be parked on Association property overnight. However, commercial vehicles used by vendors performing approved, multi-day, on-site work are permitted to park on Association Property for the duration of the approved work and are not required to have a **Guest** hang tag displayed in the vehicle, but the Property Manager should be notified that the vehicle will be parked on the property.
- 20.5 Storage containers for moving purposes, boats/jet skis, and campers may occupy an unnumbered parking space for up to three days with prior notice to the Property Manager, and must have a temporary parking permit tag, available at the Property Office, conspicuously posted on them.
- 20.6 Vehicles must not overhang the sidewalk, obstructing passage by pedestrians, when parked in parking spaces. Any vehicle that will not fit within a parking space without overhanging a sidewalk must park in a space that borders a grass area where the vehicle can overhang the curb without obstructing sidewalks, but the vehicle, regardless of size, must fit within the boundaries of a parking space.
- 20.7 Pools and picnic area parking spaces are for short-term use of a person's vehicle when using these facilities.
- 20.8 Loading zone spaces are for short-term parking for loading and unloading from a vehicle.
- 20.9 Vehicles may be parked overnight at the Clubhouse parking area with good reason, but the vehicle owner must notify the Property Manager prior to doing so.
- 20.10 Parking anywhere on property roadways is prohibited, regardless of length of time.
- 20.11 Vehicles parked in a handicap parking spot must have a handicap license plate or a handicap tag hanging from the rear view mirror.
- 20.12 The designated parking space for the owner of an **Electric Vehicle** who also owns an on-property **Electric Vehicle** charging station will be assigned to the parking space located at the charging station.

21. Smoke Alarms/Detectors.

Per Florida Statute 9.6.2.10 and as modified by Statute 31.3.4.5.2, all Units are required to have hardwired smoke alarm(s) with a minimum 10-year, non-removable, non-replaceable lithium battery in Units' common areas (*outside sleeping rooms*) and in sleeping rooms.

- 21.1 Unit Owners are responsible for ensuring smoke alarms in their Unit are maintained in working order.
- 21.2 Smoke alarms installed prior to changes in Statute requirements are permitted, but must be functional.

22. Micromobility Devices.

Bicycles (*manually operated or electrically powered*), motorized scooters/mopeds, skateboards/hoverboards, and roller skates/blades must be ridden/used responsibly on Association property.

- 22.1 Children must be supervised by a responsible adult when using a micromobility device on Association property.
- 22.2 Bicycles stored at a bike storage rack on the property must be registered with the Association; bicycles stored at bike racks on the property with no Association bicycle registration decal will be removed and disposed of in a manner determined by the Board of Directors.
- 22.3 Motorized scooters/mopeds must be registered with the Association and display an Association vehicle registration decal.
- 22.4 Bicycles and scooters/mopeds are not to be ridden on property sidewalks, with the exception of bicycles/tricycles ridden by small children accompanied by an adult.

23. Grills.

Per the National Fire Protection Association code NFPA 1:10.10.6.1, no hibachis, grills, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any **Lanai** or **Balcony**, or within 10 feet of any structure. However, UL listed electric portable, tabletop grills, not to exceed 200 square inches of cooking surface, or other similar electrical appliances shall be permitted to be used on a **Lanai** or **Balcony**.

- 23.1 Per NFPA 1:10.10.6.2, hibachis, grills, or other similar devices used for cooking are not to be stored on a **Balcony** or in the **Balcony** storage closet.
- 23.2 Liquid propane cylinders are not to be stored within any Unit nor anywhere above the first level. The storage of liquid propane cylinders within a residential building, including any storage area in multiple-family buildings, shall be limited to a cylinder with a maximum water capacity of 2.7 lb (1.2 kg) within a living space unit.
- 23.3 Ground level Units should store grills inside the **Lanai** when leaving the property for extended periods of time. Propane tanks must be closed and disconnected from the grill.
- 23.4 Fire pits are not permitted on Association property.

24. Video Doorbells/Surveillance Devices.

The field of view of a device must never interfere with the right to privacy of another **Resident**.

- 24.1 Installation of a video doorbell or surveillance device that is to be installed on an exterior, **Common Element** or **Limited Common Element** surface requires the submission and approval of an *Alterations Review Request*.
- 24.2 The Board of Directors, at its sole discretion, may require a Unit Owner to remove a video doorbell or surveillance device that is in violation of these Rules and Regulations.

25. Signs and Flags.

- 25.1 Signs, advertisements, notices, or other graphics or lettering are not permitted to be exhibited, displayed, inscribed, painted, or affixed upon any part of Association property, including **Common Elements** or **Limited Common Elements**, except those used or approved by the Board of Directors.
- 25.2 A **Resident** may display one portable, removable United States flag in a respectful manner. Additionally, a **Resident** may display a portable, removable official flag no larger than 4.5 feet by 6.0 feet, in a respectful manner which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day.

26. Pets.

Unit Owners, and lessees with the permission of the Unit Owner, are permitted to have no more than two **Pets** (see **Definitions** on page 71) in their Unit. Unit Owners may keep domestic caged birds and tropical fish in their Unit, without restrictions. The keeping of Class I and Class II wildlife is not permitted on Association property.

- 26.1 All **Pets**, foster **Pets**, **Guest's Pets**, and **Service/Support Animals** (collectively herein as "animal") must be registered with the Association by submitting a completed *Pet Registration-Acknowledgment*, or for **Service/Support Animals**, a *Service/Support Animal Registration*, and approved by no less than three Members of the Board of Directors prior to bringing the animal onto Association property.
- 26.2 Unit Owners, lessees, and their **Guests** are solely responsible for the control of their animal(s) at all times. Any animal posing a threat to the health, safety, or quiet enjoyment of other **Residents**, barking excessively, or being aggressive will not be tolerated.
- (a) **Aggression** is defined as threats or harmful actions directed toward another individual or animal, and can include threat displays, lunging, growling, snarling, snapping, and biting.
- (b) The Board of Directors reserves the right to use whatever means necessary to protect **Residents** and their animal(s) from aggressive and/or dangerous animals, including the required use of a harness or muzzle, and permanent removal of an animal from Association property.
- 26.3 Animals(s) must be carried by the Owner or kept on a leash no more than six feet in length with the Owner when outside the Owner's Unit, including any **Common Element** or **Limited Common Element**. An animal outside an Owner's Unit not on a leash will be subject to a fine, as recommended by the Property Manager to the Board of Directors for approval; no initial request to remedy will be made.
- 26.4 Animals(s) and caged bird(s) shall not be left unattended on any **Common Element** or **Limited Common Element**.
- (a) No animal(s) shall be tied to trees, stakes, or any other such apparatus.
- (b) Animals are not permitted within fenced pool areas or the clubhouse.
- 26.5 An animal may not be kept, maintained, or bred for any commercial purpose on Association property.
- 26.6 Animal waste must be bagged and properly disposed of in the marked pet waste containers located throughout the Association property. A **Resident** not disposing of animal waste properly will be subject to a fine, as recommended by the Property Manager to the Board of Directors for approval; no initial request to remedy will be made.

27. Refuse Disposal and Recycling.

All refuse must be discarded of using the proper container(s). Littering anywhere on Association property is prohibited.

27.1 Refuse.

- (a) Refuse must be placed within the compactor located in the property's refuse shed.

- (b) **Residents** may not use the trash container located at the mailbox area and the pet waste containers for the disposal of their household trash.
- (c) Refuse is not to be left on the **Common Elements** or **Limited Common Elements** at any time.
- (d) Food or other degradable refuse is to be placed only in the compactor.

27.2 Recyclable Waste.

- (a) Recyclable waste may be placed within the recycling container located in the refuse shed, and must adhere to the recyclables specifications as indicated on the container signing.
 - (b) Recyclable waste placed in the recycling bin must be loose items and not be in plastic bags.
 - (c) Should the recycling bin be full, recyclables must be put in the compactor.
- 27.3** Hazardous materials such as chemicals and paint are never to be placed in the compactor; these materials must be placed at the rear of the refuse shed for proper disposal.
- 27.4** Flammable, combustible, or explosive fluids, chemicals, or substances are never to be placed anywhere within the refuse shed; **Residents** must dispose of these items properly themselves.
- 27.5** Large household items being discarded that will not fit within the compactor or that may cause damage to the compactor, must be placed at the rear of the refuse shed for disposal.
- 27.6** All pet waste must be discarded of only in the properly marked receptacles located throughout the Association property.
- 27.7** The refuse shed is not to be used as a place for items that may be reusable; such items will be discarded. **Residents** are encouraged to donate reusable items.
- 27.8** Vendors employed by a Unit Owner to do construction and/or renovation work must dispose of construction debris off-site; they are not permitted to place construction debris in the Association compactor or refuse shed.

Rules & Regulations Addendum

Arbor Grove Condominium Association, Inc.

August 2024



This Addendum is intended to supplement the Rules and Regulations. It does not replace any rule or regulation.

Patio Building Specifications

The specifications in this Addendum apply only to **Patio** structures constructed (or that have been approved for construction) prior to the ratification date of these Rules and Regulations (*grandfathered*). No alterations to existing **Patio** structures are permitted, but said **Patios** must continue to be maintained in accordance with these specifications.

Patio Footprint

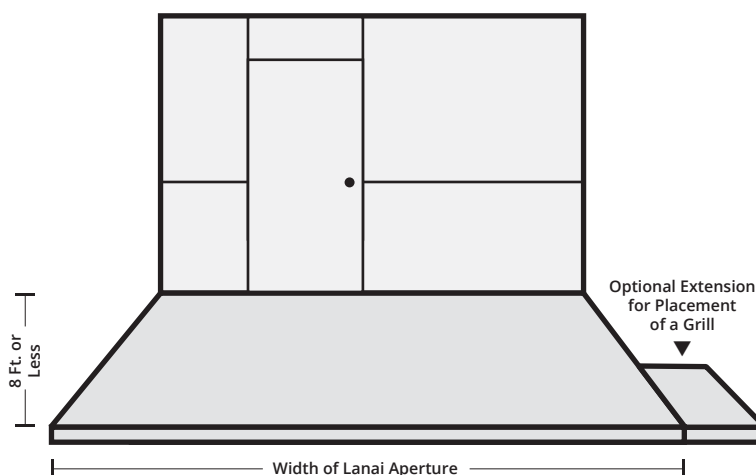
The size of the **Patio** surface shall be no larger than the width of the adjoining **Lanai** aperture and extend no more than 8 ft. from the building foundation. An extension may be added to either short side (not both) of the **Patio** surface for the placement of a grill, but must be no larger than 2 ft. x 3 ft. in size.

Construction

The **Patio** surface must be constructed of non-textured, concrete paver blocks measuring 12-inches or 16-inches square in size. The paver blocks must be gray in color. The surface area may be bordered by 4-inch pressure treated wood or concrete material for containment of the paver blocks.

The **Patio** surface must be level and maintained as such. It is suggested that an underlayment material be used to stabilize the **Patio** surface. The underlayment material may be shell or lava rock; sand is not recommended due to erosion.

A **Patio** is a free-standing addition and may not be affixed to any part of the building or building foundation.



Rules & Regulations Addendum

Arbor Grove Condominium Association, Inc.

August 2024



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Annual Rental Offerings

Unit Owners may lease their Unit(s) on a 12-month term basis in accordance with the guidelines and procedures set forth in the Rules and Regulations of the Association and this Addendum.

Guidelines for Annual Rentals

- The total number of Units permitted to be leased on an annual basis may not exceed 20% of the total Association Units, or 36 Units, at any one time, per **Article 18.2(b)** of the **Declaration of Condominium** of the Association.
- Unit Owners who are granted an **Annual Rental** Opportunity may lease their Unit for a period of 12 consecutive months to the same lessee(s), with the option to renew successive 12-month lease agreements, pending Board approval of each *Non-Owner Occupant Application* and 12-month lease; lease agreements must be for a 12-month period.
- The Property Manager shall maintain an ordered list of Units ("Registry") that Unit Owners have requested be placed on the Registry for an **Annual Rental** Opportunity. The order of the Registry shall be on a first requested, first listed basis. When a Unit is added to the Registry, the Unit will be added after the last Unit on the Registry order. The Registry will be published on Vantaca.
- When a Unit with an **Annual Rental** privilege transfers ownership or becomes the primary residence of the Unit Owner, the Owner will no longer be permitted to lease the Unit for 12-month terms in the future unless the Unit is again listed on the Registry and the Unit becomes an active opportunity, and is permitted to be an **Annual Rental**.
- A Unit Owner is not to request a Unit be added to the Registry if they are truly not attempting to lease the Unit.
- The order of the Units listed on the Registry shall not be altered until a Unit(s) is removed, at which point, Units listed after the removed Unit will advance in order.

Offering Procedure

1. When an option to offer the opportunity for an **Annual Rental** occurs, all Unit Owners having a Unit listed on the Registry will receive an email to which each Unit Owner must respond within 15 days indicating their acceptance or rejection of an **Annual Rental** Opportunity if one were to be offered at that time. Any Unit Owner not responding within the 15-day period will have their Unit(s) removed from the Registry.
2. The **Annual Rental** offer will be granted to the first Unit listed on the Registry, starting with the Unit in the number one position, with an acceptance response; all Unit Owners on the Registry will be notified once an offer has been granted.
3. The Unit Owner granted the **Annual Rental** will have 90 days from the notification date to have a fully-executed lease agreement with a lessee(s), at which time the Unit will be removed from the Registry. If the Unit Owner fails to rent the Unit within 90 days, the **Annual Rental** opportunity will be revoked and the Unit will be removed from the Registry.

1. The order of the Registry will not change should a Unit Owner decline an opportunity, unless the Unit Owner requests the removal of the Unit from the Registry.
2. If no Unit Owner accepts the **Annual Rental** Opportunity and the Registry order has been exhausted, the new offer process cycle will start over.

Rules & Regulations Addendum

Arbor Grove Condominium Association, Inc.

August 2024



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Entrance Doors and Windows Architectural Standards

The replacement of an entrance door or window requires a permit and must meet all current State and Municipal building code requirements. The Association retains architectural control for the style, size, and exterior color of entrance doors and windows.

Entrance Doors

- Entrance doors must be a six panel style, as pictured.
- The door exterior and frame must be white; there is no restriction on color of the inner side of an entrance door or the door hardware.
- Entrance doors must measure 36-inches by 80-inches in size.
- The Unit Owner is responsible for the cost of replacement of an entrance door and frame.
- Replacement of an entrance door requires an approved *Alterations Review Request* prior to installation.

Windows

- Replacement windows must be double hung style with no grid, as pictured.
- The exterior-facing frame color must be bronze. There is no restriction on the inside-facing frame color.
- Screens must be black or charcoal in color.
- The Unit Owner is responsible for the cost of replacement of the windows in their Unit.
- Installation of a replacement window requires an approved *Alterations Review Request* prior to installation.



Rules & Regulations Addendum

Arbor Grove Condominium Association, Inc.

August 2024



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Landscape Alterations Standards

Unit Owners may be permitted to make alterations to the landscape area outside their Unit, but all alterations must first be approved by the Board of Directors, and at the request of the Board, the Landscape Committee Chairperson, and must adhere to the standards set forth in this Addendum.

Plants

- A Unit Owner may be permitted to plant live plants on **Common Elements** at the Unit Owner's expense, with prior approval.
- A completed *Alterations Review Request* must be submitted defining the type of plant(s) and proposed location of the planting.
- A Unit Owner should consult the Landscape Committee Chairperson or the *Landscape Committee Reference Guide* for a list of plant species recommended for the planting conditions on Arbor Grove property.
- Once a live plant is put in the ground on **Common Elements**, it becomes the property of the Association and may be moved to another location or removed, should the Board, with input from the Landscape Committee, make such determination.
- The location of Owner planting(s) must not cause obstructions with mowing and trimming done by the landscape vendor employees, or passage along sidewalks.

Ground Cover

- Arbor Grove permits mulch and river gravel to be used as ground cover on **Common Elements** at the Unit Owner's expense, with prior approval.
- Consideration must be given for the safety of other Unit Owners, pets, and landscape vendor employees; the Unit Owner bears sole responsibility for any damage or injury caused by their use of mulch or river gravel.
- River gravel is to be used as a limited accent ground cover; it is not to cover large ground areas or be used to create a walkway.
- It is suggested that landscape fabric be used under river gravel to prevent weed intrusion.
- Unit Owners permitted to use mulch or river gravel must maintain it, it should be free of weeds and well contained.
- An area of gravel ground cover must be contained using a black plastic landscape edging to prevent the gravel from spreading to other areas (*see Materials Specifications that follow*).
- Unit Owners must submit an *Alterations Review Request* prior to beginning any landscape alteration, detailing the scope of the requested alteration; the final alteration must not deviate from a Board-approved plan.
- The Board reserves the right to have any alteration removed should it become a hazard to other Owners, pets, or landscape vendor employees.

Materials Specifications



Mulch must be a deep forest brown color, *Scott's Nature Scapes Color Enhanced* brand mulch is recommended.



River Gravel must be brown 2-inch–4-inch pebble size.



Landscape Edging must be black flexible plastic and tall enough to contain the river gravel.

Rules & Regulations Addendum

Arbor Grove Condominium Association, Inc.

August 2024



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Lanai/Balcony Screen Fabric Standards

The **Lanai** or **Balcony** aperture is to be enclosed with screen fabric, excluding the smaller, secondary **Lanai** or **Balcony** of two- or three-bedroom Units. The secondary **Lanai** or **Balcony** may be framed with bronze aluminum framing and enclosed with screen fabric.

Material Specifications

- Screen fabric must be charcoal in color.
- Screen fabric material may be polyester, aluminum, or fiberglass.
- Screen fabric mesh size must be 18 x 16.
- Screen fabric on **Lanai** screen doors must adhere to these material specifications.

Rules & Regulations Addendum

Arbor Grove Condominium Association, Inc.

August 2024



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Occupancies Matrix

This Occupancies Matrix contains an at-a-glance summary of each permitted Arbor Grove occupancy scenario.

	Owner Occupancy Owner(s) Only	Annual Occupancy Non-Family	Persistent Occupancy Family without Owner (More than six months)
Non-Owner Occupancy Application	Not applicable	Required at occupancy; annually thereafter	Required at occupancy
Guest(s) (Any Guest(s) while Occupant(s) of Record are Present)	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less
Signed Lease	Not applicable	Required at start of each annual lease term	Not required
Application Fee	\$150 only at purchase	\$150 at initial lease term; \$25 each annual lease renewal	\$150 at occupancy
Background Check	Required only at purchase	Required only at start of occupancy†	Required only at start of occupancy
Vehicle Registration	Required	Required	Required
Pets Allowed	Must be registered	Must be registered and Unit Owner approved	Must be registered and Unit Owner approved
Occupant(s) Covered	<i>Owner(s) of Record</i>	<i>Non-Owner Renter(s)</i>	<i>Family Member(s), as defined by Declaration</i>

† The Board of Directors, at its sole discretion, may request a background check of a renewal applicant, but there will be no additional fee imposed.

	Short-Term Occupancy Non-Family	Short-Term Occupancy Family with Owner	Short-Term Occupancy Family without Owner
Non-Owner Occupancy Application	Required each occupancy term	Required each occupancy term	Required each occupancy term
Guest(s) (Any Guest(s) while Occupant(s) of Record are Present)	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less
Signed Lease	Not required	Not required	Not required
Application Fee	\$150 at initial lease term; \$25 each return occupancy	\$150 at initial occupancy	\$150 at initial occupancy
Background Check	Required only for initial occupancy†	Required only for initial occupancy†	Required only for initial occupancy†
Vehicle Registration	Required, use Guest tag	Required, use Guest tag	Required, use Guest tag
Pets Allowed	Must be registered and Unit Owner approved	Must be registered and Unit Owner approved	Must be registered and Unit Owner approved
Occupant(s) Covered	<i>Non-Owner Renter(s)</i>	<i>Family Member(s), as defined by Declaration</i>	<i>Family Member(s), as defined by Declaration</i>

	Roommate Occupancy Owner	Roommate Occupancy Annual Lessee	Roommate Occupancy Family without Owner
Non-Owner Occupancy Application	Required at occupancy; annually thereafter	Required at occupancy; annually thereafter	Required at occupancy; annually thereafter
Guest(s) (Any Guest(s) while Occupant(s) of Record are Present)	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less	Registration required for each visitation for Guest(s) staying more than 14 days, but one month or less
Signed Lease	Not required	Not required	Not required
Application Fee	\$150 at initial lease term; \$25 each lease renewal	\$150 at initial lease term; \$25 each lease renewal	\$150 at initial lease term; \$25 each lease renewal
Background Check	Required only for initial occupancy†	Required only for initial occupancy†	Required only for initial occupancy†
Vehicle Registration	Required	Required	Required
Pets Allowed	Must be registered and Unit Owner approved	Must be registered and Unit Owner approved	Must be registered and Unit Owner approved
Occupant(s) Covered	<i>Family or Non-Family Roommate</i>	<i>Non-Owner Renter(s) adding a Roommate</i>	<i>Family Occupant(s) adding a Roommate</i>

† The Board of Directors, at its sole discretion, may request a background check of a renewal applicant, but there will be no additional fee imposed.

Prepared by and return to:
Monique E. Parker, Esq.
Rabin Parker Gurley, P.A.
2653 McCormick Drive
Clearwater, Florida 33759

ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING PATIO EXTENSION

Whereas the Declaration of Condominium of Arbor Grove, A Condominium ("Declaration"), named Arbor Grove Condominium Association, Inc. responsible for the management and operation of the Condominium and specifically including control over the exterior appearance of the Condominium Property and enforcement of restrictions on matters of common interest to its residents; and

Whereas Section 3.3 of the Declaration identifies patios, balconies and terraces as Limited Common Elements appurtenant to the units; and

Whereas Sections 9.1 and 17.4 of the Declaration states that no owner shall make any addition, alteration or improvement to any Limited Common Element without the prior written consent of the Association; and

Whereas by reason of certain events which have occurred beyond the control of the current Board of Directors, certain individual unit owners have made alterations, additions and modifications to their limited common elements patios that have extended such patios in a manner that creates an additional exclusive use patio area on the common elements adjacent to their units; and

Whereas these patio extensions are not permissible under Florida law as they extend into the common elements, and constitute a conversion of a portion of the common elements to the exclusive use of an individual owner, which is contrary to law; and

Whereas the Board of Directors seeks to restate and reaffirm the Association's restrictions in regard to alterations and additions to the common elements and limited common elements to prohibit future patio extensions from impermissibly converting a portion of the common elements to exclusive use, so as to enable current and future members of the Association and future Boards of Directors, to understand, with certainty, what covenants, conditions, laws, and standards are hereafter applicable, without regard to circumstances which may have occurred in the past, now beyond the control of the Board of Directors, and by this document the Board intends to accomplish said purpose;

Now therefore, be it resolved by the Board of Directors as follows:

1. The above recitations are incorporated herein and made a part hereof by reference.
2. The Board of Directors is hereby placing all owners on notice of its intention to uniformly and consistently enforce all provisions of the Declaration of Condominium and all

Regulations of the Association from the date of this Resolution forward, regardless of any irregularities in enforcement of same which may have occurred previous to this resolution for whatever reason.

3. As of the effective date hereof (the date upon which this Resolution is approved by the Board), no further patio additions/extensions will be permitted under any circumstances.
4. The Board of Directors is aware of patio extensions that presently exist on the common elements in violation of Florida law. A list of such patio extensions known to exist at this time is attached hereto as Exhibit "A". The patio extensions identified on Exhibit A, and any alterations/improvements associated with same, shall be allowed to remain until the patio extension requires substantial repair or until the unit is transferred, at which time the patio extension and all related alterations/improvements must be removed, and no further alteration or replacement of the patio shall be allowed. In addition, the following rules shall apply:
 - A. As stated above, patios currently in place will be allowed to remain, but all patio extensions must be removed by the unit owner and restored to the original footprint of the limited common element patios dimensions prior to the approval of a sale or transfer of a unit.
 - B. Patios currently in place must be properly maintained. Unit owners will be notified of any deficiency in their patio structure and will be given 30 days to correct such deficiency. If the deficiency is not corrected, the Association will have full authority to remove the patio extension and restore the patio to its original condition at the unit owner's expense. Any costs incurred in connection with such removal shall be charged against the unit in accordance with Section 19.3 of the Declaration.
 - C. All portions of a patio that extend beyond the original dimensions remain part of the common elements appurtenant to all units and shall not constitute a limited common element appurtenant to the unit to which it is adjacent.
5. All persons are placed on notice of the fact that the existence of said violations and/or alterations/improvements shall not be relevant to, nor impact, the Board's right to, and intent upon, proceeding with uniform enforcement of the terms of the Declaration and this Resolution from this date forward.
6. All residents and owners are hereby notified and required to adhere to the rules and regulations regarding alterations and additions to common elements and limited common elements as outlined in the Declaration of Condominium, this Resolution and any additional rules and regulations adopted by the Board of Directors pursuant to the Declaration of Condominium. This includes but is not limited to, refraining from making unauthorized alterations or additions to any common elements, including patio extensions. Ignorance of these rules does not exempt any resident or owner from their responsibility to comply.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this 15th day of August, 2024.

Deborah Oliver

(Signature of Witness #1)

DEBORAH OLIVER

(Printed Name of Witness #1)

[Signature]

(Signature of Witness #2)

Colleen Conklin

(Printed Name of Witness #2)

ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
(Signature)

RONALD HANLOW
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of August, 2024, by Ronald Hanlow, as President of Arbor Grove Condominium Association, Inc. on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

[Signature]
Notary Public - State of Florida

CHRIS LEACH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 448077
MY COMMISSION EXPIRES SEP. 28, 2027

CHRIS LEACH
Printed Name

Arbor Grove Condominium Association, Inc.

Exhibit "A": List of Patio Extensions

The following is an inventory of existing Patio structure extensions as of August 17, 2024, recorded by Ron Hamlow, President, and Tom Swoboda, Vice President & Treasurer.

Unit No.	Structure Dimensions (width x depth)	Unit No.	Structure Dimensions (width x depth)
101	10'-0" x 8'-0"	611	5'-6" x 5'-6"
105	3'-0" x 3'-0"	613	4'-0" x 6'-0"
107	7'-0" x 7'-0"	615	11'-0" x 7'-0"
109	4'-0" x 3'-0"	601	4'-0" x 2'-8"
201	4'-6" x 4'-6" 12'-0" x 5'-0"	701	16'-0" x 8'-0"
203	2'-0" x 6'-0" 4'-0" x 4'-0"	703	3'-0" x 3'-0"
209	3'-0" x 5'-0"	705	10'-0" x 8'-0"
301	8'-0" x 12'-0"	707	9'-0" x 8'-0"
303	5'-0" x 3'-6"	711	16'-0" x 8'-0"
305	3'-0" x 5'-0"	803	10'-6" x 8'-0"
307	9'-0" x 7'-0"	805	8'-6" x 4'-0"
311	12'-0" x 8'-0"	807	9'-0" x 8'-0"
401	12'-0" x 7'-0"	809	12'-0" x 8'-0"
403	4'-0" x 3'-0"	811	16'-0" x 8'-0"
405	5'-6" x 4'-0"	901	10'-0" x 8'-0"
407	10'-0" x 8'-0"	903	11'-0" x 8'-6"
411	10'-0" x 8'-0"	905	10'-0" x 8'-0"
413	3'-0" x 5'-0"	907	10'-0" x 8'-0"
505	10'-5" x 8'-0"	909	9'-0" x 6'-6"
507	9'-0" x 5'-0"	1005	10'-0" x 8'-0"
509	3'-0" x 4'-0"	1009	10'-0" x 8'-0"
511	10'-0" x 8'-6"	1011	10'-0" x 8'-0"
513	4'-0" x 3'-0"	1013	6'-0" x 5'-0"
515	8'-6" x 4'-6"	1015	10'-0" x 8'-0"
603	13'-0" x 8'-0"	1101	16'-6" x 8'-6"
605	11'-0" x 8'-0"	1103	10'-0" x 8'-6"
607	13'-0" x 8'-0"	1105	10'-0" x 8'-0"
609	11'-0" x 8'-0"	1107	9'-0" x 8'-0"

Arbor Grove Condominium Association, Inc. Exhibit "A": List of Patio Extensions

Page 2

Unit No.	Structure Dimensions <i>(width x depth)</i>
1111	16'-0" x 8'-6"
1201	3'-0" x 3'-0"
1203	10'-0" x 8'-0"
1205	10'-0" x 8'-0"
1207	10'-0" x 8'-0" <i>(under construction)</i>
1209	10'-6" x 9'-0"
1211	10'-0" x 8'-0"
1213	10'-0" x 8'-6"
1215	11'-0" x 8'-6"
1301	10'-6" x 8'-6"
1303	10'-0" x 3'-6"
1305	10'-6" x 8'-0"
1307	10'-0" x 8'-0"
1309	4'-0" x 6'-0"
1311	8'-0" x 8'-0"

Appendix

Arbor Grove Condominium Association, Inc.

August 2024



The following are all documents originals certified and filed with the Pinellas County Clerk of Court, and from which the compiled documents were transcribed.

This instrument prepared by, or under the supervision
of (and after recording, ~~return to~~)

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(Reserved for Clerk of Court)

DECLARATION OF CONDOMINIUM

OF

ARBOR HEIGHTS, A CONDOMINIUM

Arbor Heights, LLC, a Florida limited liability company, hereby declares:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Pinellas County, Florida, as more particularly described in Exhibit I annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land for all improvements erected or to be erected thereon, and all other property, real, personal or mixed, now or hereafter situated on or within the Land (but excluding all public or private utility installations therein or thereon) to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto.

1.3 Name. The name by which this condominium is to be identified is ARBOR HEIGHTS, A CONDOMINIUM (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

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

2.4 "Association" or "Condominium Association" means ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

- 2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
- 2.6 "Board" or "Board of Directors" means the board of directors and the members of the board of directors, from time to time, of the Association.
- 2.7 "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.
- 2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time.
- 2.9 "Common Elements" mean and include:
- (a) The portion of the Condominium Property which are not included within the Units.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.10 "Common Expenses" mean all expenses incurred by the Association for the Condominium. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended, but shall not include any other separate obligations of individual Unit Owners. For all purposes of this Declaration, "Common Expenses" shall also include: (i) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (ii) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; and (iii) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, and in-house communications and surveillance systems.
- 2.11 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.12 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.13 "Condominium Property" means the land, improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.
- 2.14 "County" means the County of Pinellas, State of Florida.
- 2.15 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

- 2.16 "Developer" means Arbor Heights, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned and any mortgagee which is the successor to the interest of the Developer, to the extent such mortgagee accepts the rights and obligations of the Developer. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Initial Developer, but may exercise such rights of Developer as are specifically assigned to it, subject to the requirement of Florida law that a subsequent developer cannot retain control of the Association unless it has received a qualifying assignment of the creating developer's rights and obligations. Any such assignment may be made on a non-exclusive basis.
- 2.17 "Dispute" for purposes of Section 19.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under Chapter 718, Florida Statutes, or under this Declaration, the Articles or By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit; or (ii) alter or add to a Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Elements; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.
- 2.18 "Division" means the Division of Florida Land Sales, Condominium and Mobile Homes of the Department of Business and Professional Regulation, State of Florida.
- 2.19 "First Mortgagee" means any person or entity that is the holder of a first mortgage lien on a Unit.
- 2.20 "Improvements" mean all structures and artificial changes to the natural environment located on the Condominium Property including, but not limited to, the Buildings.
- 2.21 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units or Condominium Property. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.
- 2.22 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.24 "Special Assessment" means any Assessment levied against Unit Owners other than Assessments required by a budget adopted annually.

- 2.25 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.26 "Unit Owner" or "Owner of a Unit" or "Owner" means the Owner of a Condominium Parcel.
- 2.27 "Voting Interest" means the voting rights of the Association members pursuant to the Articles and By-Laws.

3. Description of the Condominium.

3.1 Identification of Units. The Land has constructed thereon fourteen (14) Buildings containing one hundred eighty-two (182) Units. Each such Unit is identified by a separate designation. The designation of each of such Units is set forth on Exhibit 2 attached hereto. Exhibit 2 consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit 2, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Limited Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the second story if the Unit is a two-story Unit, provided that in two-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a two-story Unit), provided that in two-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor.

(iii) Interior Divisions. Except as provided in subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the two floors or nonstructural interior walls shall be considered a boundary of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof. Exterior surfaces made of glass or other transparent material, and the exteriors of doors, all wires, conduits, ducts, vents, concrete joists and other such facilities serving more than one Unit located within any walls, including divider walls, or above the nonstructural acoustical ceiling lying below the upper boundary of the Unit, shall not be included in the boundaries of the Unit and shall therefore be Common Elements.
- (d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit 2 hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted otherwise on such survey. The air-conditioning closets and air-handlers and condensing units located therein shall be part of the Unit they serve.
- (e) Property Excluded from Units. A Unit shall not be deemed to include foundations, columns, girders, beams, supports, exterior walls, interior load bearing walls, pillars, underlying floors, essential and permanent installations and equipment for power, lights, and exhaust fans, and all pipes, conduits, ducts, vents and other service and utility lines which are utilized for, serve, pass through more than one Unit or the Common Elements.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Patios, Balconies and Terraces. Any patio, balcony or terrace (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the cost of maintenance of the structural and mechanical elements of any such Limited Common Elements, with the owner of the Unit to which they are appurtenant to be responsible for the general cleaning, plant care and the upkeep of the appearance of the area.
- (b) Miscellaneous Areas, Equipment. Any fixtures or equipment located not within a Unit (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s).
- (c) Parking Spaces. Parking for the Condominium is part of the Common Elements of the Condominium on the Condominium Property. The parking spaces shown on Exhibit 2 of the Declaration may be assigned to a Unit (which assignment need not be recorded in the public records of the County) by the Developer (for so long as the Developer offers a Unit for sale in the Condominium, and thereafter by the Association), whereupon it shall become Limited Common Elements of the Unit to which it is assigned. Any consideration paid for the assignment of the parking spaces shall belong to the Developer.

A Unit Owner may assign the Limited Common Element parking space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association; provided, however, that no Unit may be left without one Limited Common Element parking space. Upon

making such assignment, the Limited Common Element so assigned shall become an appurtenance to the Unit(s) and shall pass with title thereto regardless of whether or not specifically referenced in the deed or other instrument of conveyance of the Unit.

As to any Limited Common Element parking space which was originally assigned by the Developer to a Unit owned by the Developer, the Developer reserves the right, at any time provided that the Developer still owns said Unit, to reassign such parking space, provided that at all times, each Unit shall have one Limited Common Element parking space.

- (d) Other Equipment. Air conditioning equipment or other equipment serving one or more but not all Units shall be a Limited Common Element of the Unit(s) so served, with the Association to maintain such equipment at the sole cost and expense of the Unit Owner(s) served by said equipment. The cost of maintaining said equipment shall be divided equally among the Units served by said equipment. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment shall be a Limited Common Element appurtenant to the Units added and shall cease to be one to the Units deleted.
- (c) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units (other than exterior staircases and walkways not labeled as Limited Common Elements on Exhibit 2 hereto) shall be deemed Limited Common Elements of the Units served. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes Limited Common Elements or in the event of any question as to which Units are served thereby, a decision shall be made by the Board of Directors and shall be binding and conclusive when so made.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

- (a) Support. Each Unit, the Building and Improvements shall have an easement of support and of necessity under and upon, and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, and any other structure or improvement which abuts any Unit, the Building and the Improvements.
- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted). Drainage systems on the Condominium Property, if any,

shall be maintained continuously in good condition by the Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

- (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements (c) any Improvements encroach upon Common Elements; (d) any Common Elements or "improvements" of another condominium created within the complex encroach upon the Condominium Property; or (e) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or common areas, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements or the relevant "improvements" of another condominium within the complex shall stand.
- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner, resident of the Condominium, their guests and invitees and the Association and its employees and agents shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements, as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements, as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium. Any such lien encumbering such easements (other than those on Condominium) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) Construction; Maintenance. The Developer (including its designees, contractors, successors mortgagees and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and construct any adjacent condominium building and to construct any Improvements and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required.
- (f) Sales and Leasing Activity. For as long as the Developer is offering any Units for sale in the ordinary course of business, the Developer, its designees, successors mortgagees and assigns, shall have the right to use any such Units and parts of the Common Elements for guest accommodations, model apartments and sales and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and for any other similar purpose the Developer deems appropriate in its opinion.
- (g) Additional Easements. The Developer (as long as it is offering any Units for sale in the ordinary course of business) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems,

communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Developer's right to grant additional easements as provided in this Section 3.4 shall be cancelable by the Association after the Unit Owners, other than the Developer, have assumed control of the Association.

- (h) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Building, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property or the Building).
- (i) Divider Walls. The wall separating the Unit of one Owner from the Unit of a vertically or horizontally adjoining Owner shall be referred to as a "divider wall". A divider wall shall not be removed or constructed by an Owner, except as provided in this subsection 3.4(i). In the event a Unit Owner acquires an adjacent Unit and a divider wall is no longer necessary to completely separate the adjoining Units, the Owner may remove the divider wall or construct or cause to be constructed a doorway or passageway between the adjoining Units (and an easement is hereby reserved and granted for such purpose) but only after having obtained all required governmental approvals, approval of the Board, and has complied with all reasonable restrictions imposed by the Board. The removal of the divider wall or the construction of such doorway or passageway shall be at the sole cost and expense of the Owner performing same and such removal or construction shall not diminish, or in any way impair, the structural integrity or soundness of the Building. When title to adjoining Units (which do not then share a complete divider wall) shall vest in two individuals or entities who thereupon become vertically or horizontally adjoining Unit Owners, then the Owners of such adjoining Units, acting together, must construct, sharing the costs and expenses therefor equally, a divider wall to completely or partially separate said adjoining Units. A divider wall may not be constructed or erected, however, until the review (at the expense of the Unit Owner) and consent of the Association and until all governmental approvals, as aforesaid, have been obtained. Any such construction shall be effected at the expense of the Owner(s) performing same and in accordance with the plans and specifications for construction. In no event may a divider wall be constructed if the structure's soundness of the Building may in any way be affected thereby. Adjoining Units which share a divider wall shall have a cross-easement of support in the divider wall. Each Owner shall be responsible for any damage caused to a divider wall by its negligent or intentional acts or the negligent or intentional acts of its employees or agents, and the cost of said repair shall be the specific obligation of that Owner. Notwithstanding anything to the contrary, in the event a Unit Owner combines two (2) or more Units, for the purposes of determining the amount of Assessments due, the combined Units will be treated as separate Units and the Unit Owner will be responsible for the payment of Assessments for each Unit.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right, or shared right as applicable, to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.
 - 5.1 Percentage Ownership and Shares. The undivided interest in the Common Elements-Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is set forth in Exhibit 3 attached hereto and made a part hereof. All persons are hereby notified that such percentage shares were calculated in accordance with approximate adjusted square footage computations of the Units in relation to the total square footage of all of the Units.

 - 5.2 Voting. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

6. Amendments. Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:
 - 6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing to the Association after such meeting. However, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum. Except as elsewhere provided, approvals must be by affirmative vote of Unit Owners owning in excess of a majority of the Units. For further information regarding proxy voting, please refer to the Association's By-laws.

 - 6.2 By The Developer. Notwithstanding anything in this Declaration to the contrary, the Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association or the rules and regulations of the Association, without the vote or consent of Unit Owners or the Association, except for a "material amendment" described below, which shall be approved by a vote of the majority of the total voting interests of the Association, unless required by any governmental authority, in which case no approval is required. A "material amendment" means an amendment which changes the configuration or size of any Unit in a material fashion, materially alters or modifies the appurtenances to any Unit, creates timeshare estates, or changes the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus.

 - 6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the

execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the amendment and the applicable certificate are properly recorded in the public records of the County.

- 6.4 Proviso Regarding Material Amendments. Except for amendments made by the Developer as provided in Section 6.2 above, and as otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the amendment is approved by a vote of seventy-five percent (75%) of the total Voting Interests of the Association, including the Owner(s) of the Unit(s) affected by the change, unless the amendment is required by any governmental entity, in which event no such approval is required. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this Section 6.4 may not be amended in any manner without the consent of the Developer as long as the Developer is offering Units for sale in the ordinary course of business. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision... for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

- 6.5 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLBMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

7. Maintenance and Repairs.

- 7.1 Unit. All maintenance, repairs and replacements of, in or to any Unit, structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within

the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements and Limited Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (except as expressly provided to the contrary with respect to cooling tower, air conditioning equipment and other equipment, which service a particular Unit or Units, but not all Units) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Any Unit Owner who causes damages to any part of the Common Elements or Limited Common Elements shall indemnify and hold the Association and Developer harmless from all costs, expenses and claims in connection with such damage.

7.3 Specific Unit Owner Responsibility. Except as expressly provided to the contrary herein, obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, provided that if not within the boundaries of a Unit, same must constitute or lie within a Limited Common Element appurtenant thereto.

8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of 25% of the annual budget for the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate less than 25% of the annual budget for the Association in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

9. Additions, Alterations or Improvements by Unit Owner.

9.1 Common Elements. No Unit Owner shall make any addition, alteration or improvement to or to the Common Elements, or any Limited Common Element or structural change in his Unit without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be

deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Developer, the Association, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

9.2 Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to the recreational facilities until the earlier of such time as the Developer no longer offers Units for sale or upon transfer of Association control.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 9.2 above, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) change the layout or number of rooms in any Developer-owned Units; provided, however, that the percentage interests in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this Paragraph 10 may be effected by the Developer alone, except to the extent that any of the same constitutes a material amendment, in which event the amendment must be approved by a majority of voting interests of Unit Owners. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association: Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association, as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit and the Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

(b) The power to make and collect Assessments (including Special Assessments) and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements.

- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Any contract as aforesaid shall be entered into only after any competitive bidding requirements set forth in the Act have been met.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that, prior to transfer of Association control, or such time as the Developer no longer offers Units for sale, no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
- (f) The power to charge a fee for the exclusive use of any Common Elements or Association Property by an Owner.
- (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the condominium property.
- (h) The Association, when authorized by a majority of the Unit Owners has been attained, shall have the power to acquire, convey, lease and encumber personal and real property, whether or not contiguous to the lands of the Condominium. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.
- (i) The power to employ personnel (part-time or full-time), and if part-time, such personnel may be employees of other condominium associations and allocation of their compensation shall be equitably, apportioned among the associations for which employee provides services.
- (j) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles Incorporation, the By-Laws, Chapters 607 and 617 Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.
- (k) The power to sue and defend lawsuits.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-

Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. 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 additions, 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 Section 9.1 hereof.
- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 11.6 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:
- (a) Assessment of the Developer as a Unit Owner for capital improvements;
 - (b) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.
12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners (and if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the

Association, or applicable rules and regulations by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Declaration and the By-Laws.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid and shall be subject to an administrative late fee (in addition to such interest) in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment.

The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due, the due dates and the name and address of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

As an additional right and remedy of the Association, upon the filing of a claim of lien following a default in the payment of Assessments as aforesaid, the Association may declare all Assessment installments due for the remainder of the budget year in which the claim of lien was filed to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such installments changes during the twelve (12) month period, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all Unit Owners.

13.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.

13.5 First Mortgagees. The liability of a First Mortgagee, or its successor or assignee, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's acquisition of title is limited to the lesser of:

(a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) 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.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, 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 discoverable by the mortgagee.

An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

Notwithstanding anything to the contrary set forth in this section 13.5, no First Mortgagee will be relieved from the obligation of paying an Assessment, whatever the amount, if such Assessment was secured by a recorded lien on the Unit prior to the recording of the First Mortgagee's Mortgage on the Unit.

13.6 Developer's Guarantee and Liability for Assessments. During the period from the date of the closing of the purchase and sale of the first Condominium Unit until six (6) months from that date, or the date Unit Owners other than the Developer are in control of the Association, whichever occurs earliest (the "Guaranty Period"), the Developer guarantees to each Unit Owner that the monthly assessment for Common Expenses during the portion of the fiscal year covered by the Guaranty Period shall not increase over the stated amounts per quarter or per month set forth in Schedule B to the Prospectus. Developer, at its sole discretion

and option, may extend the Guaranty Period for up to four (4) additional six (6) months periods. During the Guaranty Period the Developer shall be excused from the payment of its share of the Common Expenses and Assessments attributable to Units it owns, provided that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments due from Unit Owners other than the Developer. For purposes of this Section, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expenses prior to the expiration of such period. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing.

- 13.7 Certificate of Unpaid Assessments. Within fifteen (15) days after a written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit, and the Association has the right to charge a reasonable fee for such certificate. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 13.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, as determined by the Board of Directors.
- 13.9 Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
14. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
- 14.1 Purchase, Custody and Payment.
- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
 - (b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
 - (c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed). In the event an Insurance Trustee is not appointed, then the Association shall act as the Insurance Trustee.
 - (d) Copies to Mortgagees. One copy of each insurance certificate evidencing such policy, and all endorsements thereto shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

- (c) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.
- (f) Insurance Trustee. The Board of Directors of the Association shall appoint an Insurance Trustee hereunder. Fees and expenses of any Insurance Trustee are Common Expenses.

14.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, if reasonable available, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
 - (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
 - (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

Notwithstanding the foregoing, the following items shall be excluded from the coverage described above, unless otherwise elected by the Association: (i) all wall, floor and ceiling coverings within Unit, (ii) all fixtures and furniture, equipment other personal property owned, supplied installed by Unit Owners or tenants or subtenants thereof, (iii) all alterations, capital improvements and betterments made by Unit Owners, tenants or subtenants and (iv) to the extent required by applicable law, electrical fixtures, water heaters and built-in cabinets, all of which are located within a Unit and are the repair/replacement responsibility of the Unit Owner (or its tenant or subtenant).

ALL OWNERS, MORTGAGHEES, OCCUPANTS OF UNITS AND OTHER AFFECTED PARTIES ARE HEREBY ADVISED THAT IT MAY NOT BE ECONOMICALLY FEASIBLE OR OTHERWISE POSSIBLE TO INSURE THE IMPROVEMENTS FOR THEIR FULL REPLACEMENT VALUE AS A RESULT OF THE APPLICABILITY OF ZONING OR BUILDING CODES. ACCORDINGLY, NEITHER THE ASSOCIATION NOR ANY OFFICER OR DIRECTOR THEREOF SHALL BE LIABLE TO ANY PARTY WHATSOEVER IN THE EVENT OF A CASUALTY LOSS TO THE BUILDING WHICH EXCEEDS THE COVERAGE AFFORDED BY REASONABLY AVAILABLE INSURANCE.

- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences

on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$2,000,000 for each accident or occurrence, \$300,000 per person and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.

- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.
- (e) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds as well as the officers of the Association, including the President, Secretary and Treasurer, such insurance to be in an amount not less than the maximum funds that will be in the custody of the association or its management agent at any one time.
- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insured, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company

pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.

14.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida or one or more of the Directors or Officers of the Condominium Association. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured-Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. No mortgagee of a Unit shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof in the same percentages as their ownership of the common elements, with remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are

paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact 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.

14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

14.9 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14.10 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitute a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15. Reconstruction or Repair After Fire or Other Casualty.

15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, unless 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners owning 80% or more of the applicable interests in the Common Elements elect not to proceed with repairs or restoration and the Primary Institutional First Mortgagee approves such election, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and the Primary Institutional First Mortgagees approve such resolution and provided a recorded instrument has effected the termination of the Condominium, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion

to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgages) must approve the plans which are to be altered.

15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

15.4 Estimate of Costs. Before making a determination as whether or not to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

- (a) Association. The Association shall hold the sums paid upon Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association and disburse the same in payment of such costs.
- (b) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
- (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
- (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if underinsured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the Unit Owners and their mortgagees jointly as elsewhere herein contemplated, in the same percentages as their ownership of the common elements.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the Unit Owners in the manner elsewhere stated in the same percentages as their ownership of the common elements; except, however, that the part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee. Notwithstanding the foregoing, the Association may elect, at its sole discretion, to allocate any such surplus to reduce the following year's assessments in lieu of distributing money to the Unit Owners.
- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval

of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

- 15.5 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.
- 15.6 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation

- 16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the insurance trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
 - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Pymment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses - and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
 - (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof (the "Percentage Balance"); and

- (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessments. If the balance of the award (after payments to the Unit Owner and such owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

16.8 Discretion of Board. In circumstances not covered by this Declaration or by law, a 2/3rds majority of Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

- 17.1 Occupancy. Each Unit shall be used as a residence only. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, other than family of the Unit Owner or other person(s) who permanently cohabitates in the Unit with the Unit Owner, occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, a person shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

The rights of the Unit Owners to use any portion of the Association Property and/or the Common Elements shall be limited to the extent granted in, and subject to the restrictions of Section 3.4(d) hereof, and the obligation for the payment of assessments as set forth in this Declaration.

- 17.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Section 17.1, above.
- 17.3 Pets. Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain up to two (2) household pets (except fish and birds for which there is no limit on the number) in his Unit, to be limited to dogs and/or cats, more specifically one (1) dog and one (1) cat, but not two (2) if either, (or other household pets defined as such and specifically permitted by the Association such as fish and caged (domestic type) birds), provided that such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not kept, bred or maintained for any commercial purpose, (c) not left unattended on balconies or in lanai areas, (d) generally, not a nuisance to residents of other Units or of neighboring buildings and (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall, and does hereby, fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be carried or kept on a

leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on balconies when the Owner is not in the Unit. Without limiting the generality of Section 19 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. This Section 17.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

- 17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 10 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).
- 17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 17.8 Floor Coverings. Without limiting the generality of the approval requirements set forth in Section 9 of this Declaration, no hard-surfaced floor coverings such as wood, tile, marble and stone shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with sound-absorbing backing meeting the requirements, from time to time, of the Association. Any change in the floor covering of a Unit to be made by a Unit Owner (other than the Developer) must first be approved by the Association.
- 17.9 Exterior Improvements: Landscaping. Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. Notwithstanding the foregoing, Unit Owners will be permitted to attach religious symbols (i.e., mezuzah, etc) to be attached to door frames and temporarily display holiday specific decorations (i.e., menorahs, wreaths, Christmas ornaments, etc) on doors and/or windows.

17.10 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.11 Effect on Developer; Association. The restrictions limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from provisions of specific restrictions contained in this Section 17 for good cause shown.

18. Selling, Mortgaging and Leasing of Units.

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale and transfer of Units by any owner shall be subject to the following provisions. The provisions of this Article 18 shall not apply to the Developer.

18.1 Sales. There are no restrictions on the sale or transfer of Units.

18.2 Leases. Leasing of Units is permitted without the consent of the Board of Directors; however each Unit Owner who leases his Unit must provide the Association with a notice of the lease as well as pertinent identification and contact information for the lessee. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association.

Nothing herein shall interfere with the access rights of the Unit Owner 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 Owners.

18.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

18.4 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18.

18.5 Developer Leasing. It is understood and agreed by all parties hereto and all Unit Owners that for such period of time as Developer deems appropriate, Developer may actively undertake a leasing and/or lease with option to purchase program with respect to Units owned by it. Accordingly, certain Units may be occupied by tenants of the Developer under lease agreements or month to month tenancies or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements, rental agreements or other tenancy agreements and to use and enjoy on a non-exclusive basis all Common Elements of the Condominium without any cost or expense.

Developer reserves the right to maintain a leasing as well as sales office within the Condominium for so long as Developer is offering Units for sale in the ordinary course of business.

19. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Mandatory Non-binding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for non-binding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded attorney's fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. A petition may be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

19.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

19.3 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance.

19.4 Costs or Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

19.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

20. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee of a Unit or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

21. Additional Rights of Mortgagees and Others.

21.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

21.2 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:

(a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;

(b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;

(c) the occurrence of a lapse, cancellation or material modification of any insurance policy maintained by the Association;

(d) any proposed action which requires the consent of a specified number of mortgage holders.

21.3 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding

upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

23. Additional Provisions.

- 23.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 23.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee of a Unit or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 23.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 23.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of

this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

- 23.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 23.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that (i) all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects, and (ii) automatically consent to any rezoning, replating, covenant in lieu of unity of title, change, addition or deletion lawfully made in, on or to the Condominium Property or adjoining property by the Developer which are implemented in accordance with the requirements of this Declaration and the requirements of F.S. 718.110(4), and in such regard, each Owner, or occupant of a Unit, hereby designates, the Association to act as agent and attorney-in-fact behalf of the Owner to consent to any such rezoning, change, addition or deletion. If requested by Developer, each Owner shall evidence their consent to rezoning, change, addition or deletion in writing (provided, however, that the refusal to give such written consent shall not obviate the automatic effect of this provision).
- 23.10 Execution of Documents: Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the community as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.
- 23.11 Gender, Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders.
- 23.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 23.13 Mold and/or Mildew. Mold and/or mildew can grow in any portion of the condominium that is exposed to elevated levels of moisture. The Association and each Unit Owner agree to: (i) regularly inspect the parts of the Unit or Common Property that they respectively maintain, and which are visible and accessible without having first to conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or damage; (ii) upon discovery immediately repair in a good and workmenlike condition the source of any water intrusion in the parts of the Unit or Common Elements that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Unit or Common Elements they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) and promptly and regularly remediate all mold and/or mildew discovered in the parts of the Unit or Common Elements they respectively maintain in accordance with current industry-accepted standards. In addition, the Association agrees to notify the Unit

Owners, and each Unit Owner agrees to notify the Association of the discovery of mold, mildew and/or water intrusion and/or damage in the parts of the Units or Common Elements they respectively maintain.

Notwithstanding anything to the contrary herein, Developer shall have no obligation to perform any invasive testing or inspections, maintenance or repairs and shall not be held liable for any loss or damage caused by the failure of the Association or Unit Owner to perform their obligation herein.

A Unit may trap humidity created by every day living (cooking, bathing, laundering, etc.). As a result, condensation may appear on the interior portion of the windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portion of the windows and glass. If left unattended and not properly maintained by owners and occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint wood work and sheetrock, and potentially mildew or mold.

23.13 Disclaimer of Warranties. EXCEPT AS IMPOSED BY THE ACT (AND THEN ONLY TO THE EXTENT THEY CAN NOT BE DISCLAIMED), NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY THE DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE CONDOMINIUM PROPERTY (INCLUDING THE COMMON ELEMENTS AND THE UNITS), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAW, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF OR IN CONNECTION WITH THE OPERATION OF THE ASSOCIATION. ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 24th day of January, 2006.

Signed in the presence of:

Melina Moreno
Print Name: MELINA MORENO

Joseph Liberman
Print Name: Joseph Liberman

ARBOR HEIGHTS, L.L.C, a Florida limited liability company

By: *Juan E. Puig*, Manager

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, personally appeared Juan E. Puig, as Manager of ARBOR HEIGHTS, L.L.C, a Florida limited liability company, who after being first duly sworn, deposes and states that he has executed the foregoing on behalf of the limited liability company. He presented _____ as identification, or is personally known to me.

SWORN TO AND SUBSCRIBED before me this 24th day of January, 2006.

[Signature]

NOTARY PUBLIC, State of Florida at
Large

Print Notary Public Name: Sylvia Diaz

My Commission Expires:



Sylvia Diaz
My Commission 00341987
Expires September 19, 2008

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**JOINDER AND CONSENT OF MORTGAGEE
TO DECLARATION OF CONDOMINIUM
ARBOR HEIGHTS, A CONDOMINIUM**

Ocean Bank (the "Mortgagee"), the owner and holder of The Mortgage and Security Agreement dated July 14, 2009, from Arbor Heights, LLC, a Florida limited liability company, in favor of Mortgagee, as recorded on Sept 14, 2009 in the Official Records Book 44611, at page 1270, of the Public Records of Pinellas County, Florida, hereby joins in to the execution of, and consents to the Declaration of Condominium of Arbor Heights, a Condominium.

Nothing contained herein shall be deemed to or in any way limited or affect the mortgage held by the Mortgagee or the priority of the lien created thereby and the sole purpose of this Joinder and Consent is to acknowledge the consent of the Mortgagee to the aforesaid Declaration of Condominium.

This instrument is executed and delivered by the undersigned pursuant to and for the purpose of complying with §718.104(3), Florida Statutes.

Witnesses:

Print Name: [Signature] Arbor Heights

Print Name: [Signature] Arbor Heights

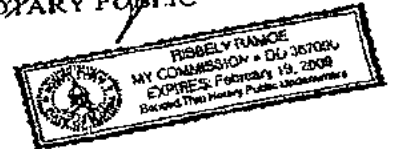
Ocean Bank
By: [Signature]
Print Name: MARK MANNING
Title: Senior VICE PRESIDENT

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me this 27th day of August, 2009, by Mark Manning as Sr. Vice President of Ocean Bank, a State Banking Corporation on behalf of the corporation. He is () personally known to me or () has produced _____ as identification and did take an oath.

My commission expires:

[Signature]
NOTARY PUBLIC



**EXHIBIT "1" TO DECLARATION OF
ARBOR HEIGHTS, A CONDOMINIUM**

LEGAL DESCRIPTION

Parcel 1:

Lot 1, Block 1 of "THE WOODS AT FRENCHMAN'S CREEK", according to the plat thereof as recorded in Plat Book 96, at Page 40, of the Public Records of Pinellas County, Florida.

Parcel 2:

Together with a portion of vacated right-of-way of 58th Avenue South, being described as follows: The East 387.00 feet of the South 30.00 feet of the Northeast ¼ of the Northwest ¼ of Section 11, Township 32 South, Range 16 East, Pinellas County Florida; Less the East 30.00 feet for 28th Street right-of-way.

Which Parcel 1 and Parcel 2 are also described as: Commencing at the Southeast corner of the Northwest ¼ of Section 11, Township 32 South, Range 16 East, Pinellas County, Florida, as a Point of Reference: thence N 00° 06' 22" E, along the North/South centerline of said Section 11, 1339.65 feet; thence along the South line of the Northeast ¼ of the Northwest ¼ of said Section 11, S 89° 50' 47" W, 30.00 feet to a point of Beginning; thence continue along said line S 89° 50' 47" W, 357.00 feet; thence N 00° 06' 22" E., 30.00 feet; thence S 89° 50' 47" W., 886.80 feet to a point on the Easterly right-of-way line of 31st Street South; thence N 00° 07' 39" E, along said line 639.04 feet; to an intersection with the South line of "STEPHENSON'S MAXIMO SUBDIVISION UNIT 3", as recorded in Plat Book 72, at Page 89, Public Records of Pinellas County, Florida; thence N 89° 48' 38" E, along said line and its Easterly extension, 1243.57 feet to a point on the Westerly right-of-way line of 28th Street South; thence along said line S 00° 06' 22" W, 669.81 feet to the Point of Beginning.

**EXHIBIT "2" TO DECLARATION OF
ARBOR HEIGHTS, A CONDOMINIUM**

SURVEY - PLOT PLAN - FLOOR PLANS

Arbor Heights, a Condominium Cover Sheet

- 1- Cover sheet
- 2- Legal Description, and Location Map
- 3- Surveyor's Notes and Certificate
- 4- Key Map
- 5-10- Survey Site Plan, Graphic Description of Improvements
 - 11- Building Type 'A', Dimension Plan (Buildings No. 9 and 10)
 - 12- Building Type 'A', First Floor Plan (Buildings No. 9 and 10)
 - 13- Building Type 'A', Second Floor Plan (Buildings No. 9 and 10)
 - 14- Building Type 'A', Roof Plan (Buildings No. 9 and 10)
 - 15- Building Type 'B', Dimension Plan (Buildings No. 10 and 12)
 - 16- Building Type 'B', First Floor Plan (Buildings No. 10 and 12)
 - 17- Building Type 'B', Second Floor Plan (Buildings No. 10 and 12)
 - 18- Building Type 'B', Roof Plan (Buildings No. 10 and 12)
 - 19- Building Type 'C', Dimension Plan (Buildings No. 3, 4, 5, and 6)
 - 20- Building Type 'C', First Floor Plan (Buildings No. 3, 4, 5, and 6)
 - 21- Building Type 'C', Second Floor Plan (Buildings No. 3, 4, 5, and 6)
 - 22- Building Type 'C', Roof Plan (Buildings No. 3, 4, 5, and 6)
 - 23- Building Type 'D', Dimension Plan (Building No. 7, 8 and 11)
 - 24- Building Type 'D', First Floor Plan (Building No. 7, 8 and 11)
 - 25- Building Type 'D', Second Floor Plan (Building No. 7, 8 and 11)
 - 26- Building Type 'D', Roof Plan (Building No. 7, 8 and 11)
- 27- Building Type 'E', Dimension Plan (Building No. 2)
- 28- Building Type 'E', First Floor Plan (Building No. 2)
- 29- Building Type 'E', Second Floor Plan (Building No. 2)
- 30- Building Type 'E', Roof Plan (Building No. 2)
- 31- Building Type 'F', Dimension Plan (Building No. 1)
- 32- Building Type 'F', First Floor Plan (Building No. 1)
- 33- Building Type 'F', Second Floor Plan (Building No. 1)
- 34- Building Type 'F', Roof Plan (Building No. 1)
- 35- Elevation Plan (Buildings 1 through 10)
- 36- Unit Type 'I'
- 37- Unit Type 'II'
- 38- Unit Type 'III'
- 39- Unit Type 'IV'
- 40- Unit Type 'V'
- 41- Club House and Laundry
- 42- Table No. 1
- 43- Table No. 2
- 44- Table No. 3
- 45- Table No. 4
- 46- Table No. 5
- 47- Table No. 6
- 48- Table No. 7

EXHIBIT "2"

<small>DATE PREPARED</small>		<small>SCALE</small>		<small>DATE</small>	
<small>BY</small>		<small>PROJECT NO.</small>		<small>DATE</small>	
O.H. MANUCCI, INC.		MANUCCI ARCHITECTS		MANUCCI ENGINEERS	
Arbor Heights Condominium		1000 N. W. 10th St., Ft. Lauderdale, Fla. 33304		1	
<small>MANUCCI ARCHITECTS</small>		<small>MANUCCI ENGINEERS</small>		<small>MANUCCI ENGINEERS</small>	

Arbor Heights, a Condominium

Surveyor's Notes and Certificate

SURVEYOR'S NOTES:

- 1- Lots shown herein were obtained by easements and/or right-of-way of record as noted on Title Commitment prepared by Attorney Bill Lawrence, Esq., Inc. File Number 24-2025-2021, dated June 1, 2020.
- 2- No attempt was made by the firm to locate underground utilities, locations of existing walls or fences, exact or shown herein, & any other data or encumbrances either on adjacent property lines, records or otherwise, if any.
- 3- The North Grids and Bearings shown herein are based on an assumed bearing of S107° 38' 12" W along the centerline of 0th St., Street South, and of other bearings or relative bearings.
- 4- Dimensions shown herein are based on National Geodetic Vertical Datum, (1973 Mean Sea Level).
- 5- Area of Site 12.80 +/- ACRES.
- 6- Present Zoning M-10 (Residential Medium Density).
- 7- Flood Zone Data Community/ Flood #125-4/02A1/5 Date 08/03/03
- 8- Flood Zone Data Community/ Flood #125-4/02A1/5 Date 08/03/03
- 9- Flood Zone Data Community/ Flood #125-4/02A1/5 Date 08/03/03
- 10- Building Setback: Front = 25' / Rear = 20' / Side = 15' feet
- 11- Building Height: 1) - 2 Story Apartment Building 36' (measured to eave) 2) - 1 Story Accessory Building 12' (measured to eave)

CERTIFICATE OF SURVEYOR:

I, THE UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR, HAVE AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THE DESCRIPTION OF THE ADJACENTS, WITHIN **Arbor Heights, a Condominium** AS SHOWN HEREON ARE SUBSTANTIALLY CORRECT SO THAT THE MATRONS COMPASSING THEREIN ARE THE DECLARATION OF CONDOMINIUM TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE COMMON PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATRONS.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL REQUIRED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON AREAS FACILITIES HAVE BEEN SUBSTANTIALLY COMPLETED.

J. H. MANLEY, MR. 198922

[Signature]
 BERNABE A. HERNANDEZ
 REGISTERED LAND SURVEYOR No. 2905
 STATE OF FLORIDA

DATE: 9/18/05

NOTES:

- 1) THIS DECLARATION IS ONLY FOR THE LAND AS SHOWN HEREON.
- 2) THIS IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR RECORDS FOR ENCUMBRANCES.
- 3) THIS CERTIFICATE IS NOT VALID WITHOUT THE SIGNATURE AND THE PHYSICAL WRITTEN SEAL OF A LICENSED SURVEYOR AND WITHOUT THE SIGNATURE AND SEAL OF A LICENSED SURVEYOR AND WITHOUT THE SIGNATURE AND SEAL OF A LICENSED SURVEYOR AND WITHOUT THE SIGNATURE AND SEAL OF A LICENSED SURVEYOR.

EXHIBIT '2'

DATE REGISTERED		REGISTERED SURVEYOR		STATE OF FLORIDA	
NAME OF SURVEYOR	J. H. MANLEY, INC.	ADDRESS	1001 N. W. 10th St., Ft. Lauderdale, FL 33304	PHONE	(954) 561-1111
TYPE OF SURVEY	CONDOMINIUM	PROJECT NAME	Arbor Heights, a Condominium	PLAT NO.	3
DATE OF SURVEY	9/18/05	BOOK	198922	PAGE	1

Arbor Heights, a Condominium

Key Map

31ST STREET SOUTH

ABBREVIATIONS

① - 1/2" SIZES UNIT COMMON ELEMENTS
② - 3/4" SIZES COMMON ELEMENTS

58TH AVENUE SOUTH

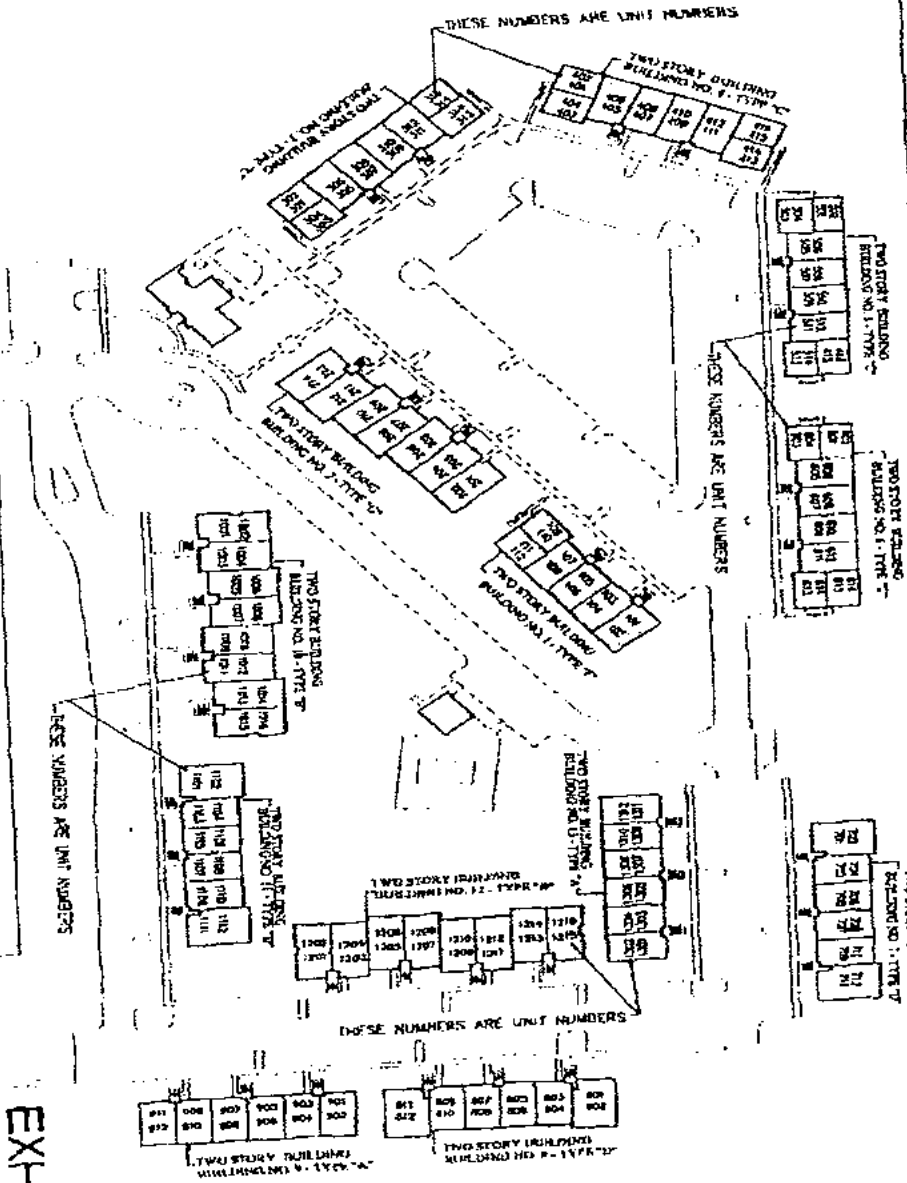


EXHIBIT # 2

NO.	DESCRIPTION	DATE
1	CONTRACT	1974
2	CONTRACT	1974
3	CONTRACT	1974

J.H. MANUCCI, INC.
1101 S. W. 11th St., Ft. Lauderdale, Fla. 33304
TELEPHONE: 366-1111

Arbor Heights, a Condominium
1101 S. W. 11th St., Ft. Lauderdale, Fla. 33304
TELEPHONE: 366-1111

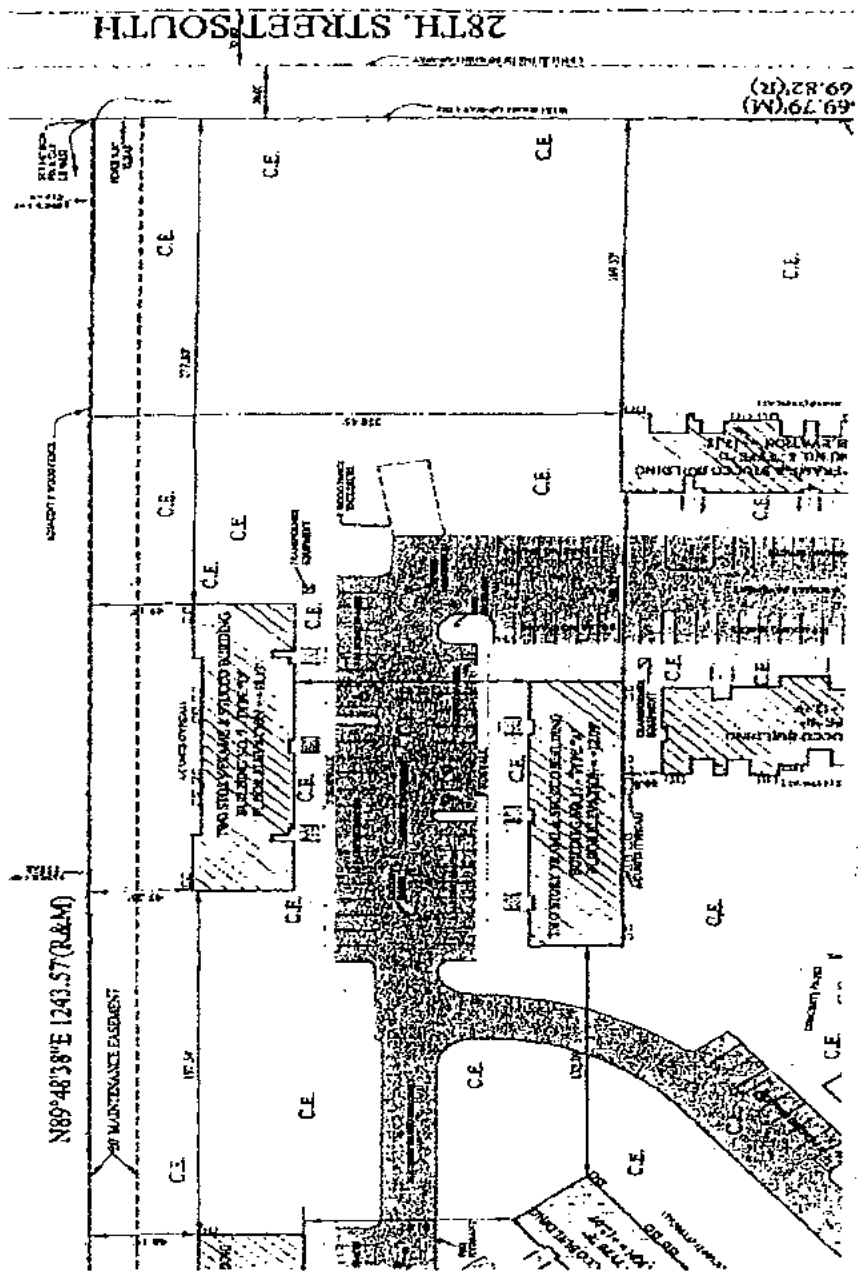
NO.	DESCRIPTION	DATE
4	CONTRACT	1974
5	CONTRACT	1974
6	CONTRACT	1974

NO.	DESCRIPTION	DATE
7	CONTRACT	1974
8	CONTRACT	1974
9	CONTRACT	1974

Arbor Heights, a Condominium

Survey-Site Plan, Graphic Description of Improvements

GRAPHIC SCALE
0 5' 10' 15' 20' 25' 30' 35' 40' 45' 50'



69.79'(M)
(2) 69.82'(2)

LEGEND

- FENCED FENCE
- METAL FENCE

ABBREVIATIONS

- AC ACCESSORY CONSTRUCTION
- AD ARCHITECT'S DESIGN
- AG AGRICULTURE
- AL ALLEYS
- AM AMUSEMENT
- AN ANCHORAGE
- AP APARTMENTS
- AQ AQUARIUM
- AS ASSEMBLY
- AT AIR TERMINAL
- AU AUTOMOBILE
- AV AVIATION
- AW AIRWAY
- AX AIRCRAFT
- AY AIRCRAFT
- BA BUSINESS
- BB BUSINESS
- BC BUSINESS
- BD BUSINESS
- BE BUSINESS
- BF BUSINESS
- BG BUSINESS
- BH BUSINESS
- BI BUSINESS
- BJ BUSINESS
- BK BUSINESS
- BL BUSINESS
- BM BUSINESS
- BN BUSINESS
- BO BUSINESS
- BP BUSINESS
- BQ BUSINESS
- BR BUSINESS
- BS BUSINESS
- BT BUSINESS
- BV BUSINESS
- BW BUSINESS
- BX BUSINESS
- BY BUSINESS
- BZ BUSINESS
- CA COMMON AREA
- CB COMMON AREA
- CC COMMON AREA
- CD COMMON AREA
- CE COMMON AREA
- CF COMMON AREA
- CG COMMON AREA
- CH COMMON AREA
- CI COMMON AREA
- CJ COMMON AREA
- CK COMMON AREA
- CL COMMON AREA
- CM COMMON AREA
- CN COMMON AREA
- CO COMMON AREA
- CP COMMON AREA
- CQ COMMON AREA
- CR COMMON AREA
- CS COMMON AREA
- CT COMMON AREA
- CU COMMON AREA
- CV COMMON AREA
- CW COMMON AREA
- CX COMMON AREA
- CY COMMON AREA
- CZ COMMON AREA

ABBREVIATIONS

ALL RIGHTS RESERVED
(S) J. H. MANUCCI, INC.

EXHIBIT "2"

J.H. MANUCCI, INC. SURVEYING & ENGINEERING 2215 W. GULF BLVD., SUITE 200 TAMPA, FL 33606		PLAN NO. PROJECT NO.	DATE SCALE SHEET NO. OF TOTAL SHEETS
BY: _____ CHECKED: _____	ARBOR HEIGHTS & CONDOMINIUM 28TH STREET SOUTH, PETERSBURG, FL		
SHEET NO. 5		TOTAL SHEETS _____	

Arbor Heights, a Condominium

Survey-Site Plan, Graphic Description of Improvements

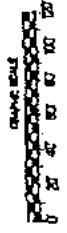
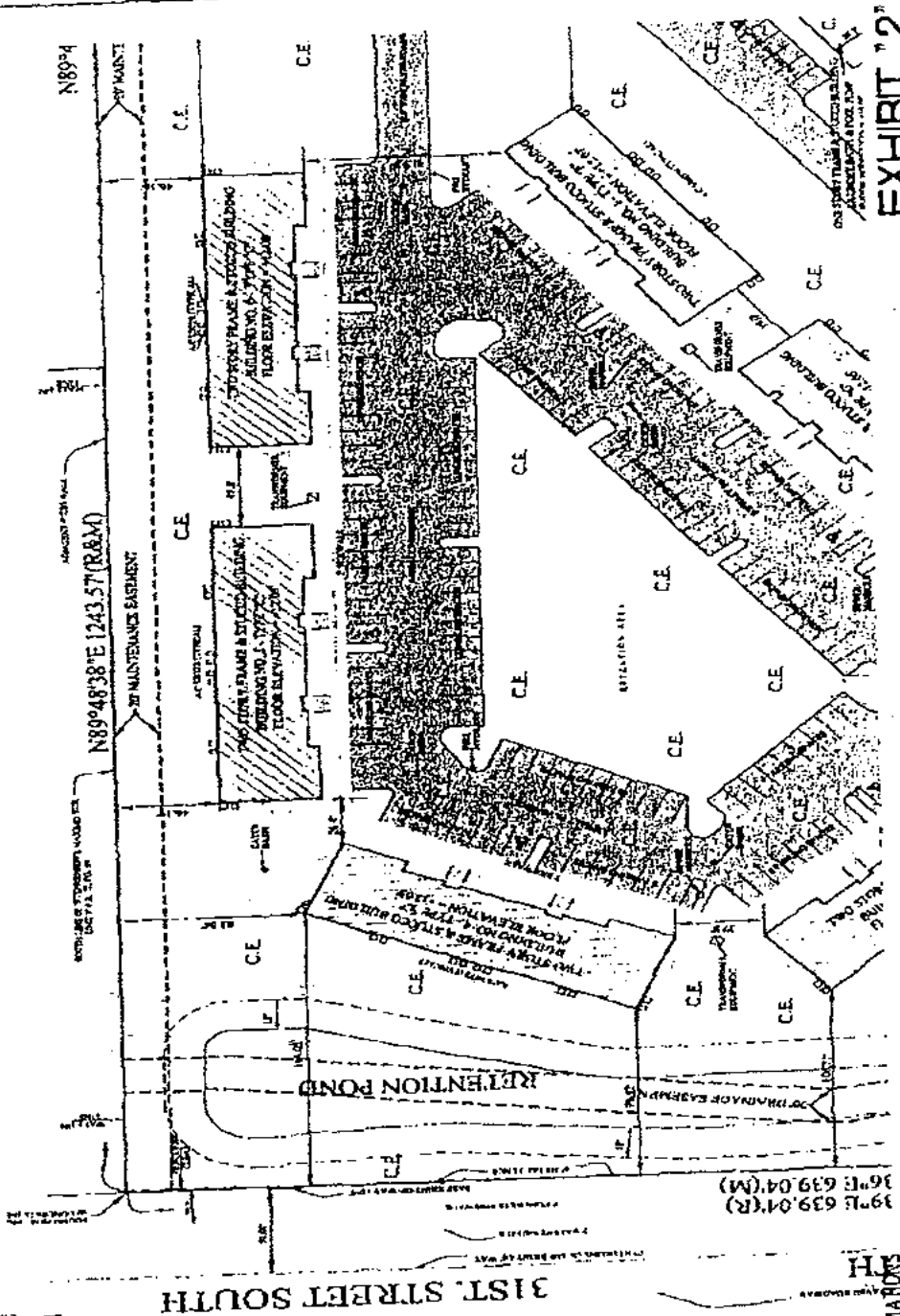


EXHIBIT '2'

6

DATE	APR 11 2006
BY	JOHN J. MANUEY, INC.
PROJECT	ARBOUR HEIGHTS CONDOMINIUM
ADDRESS	31ST STREET SOUTH, ST. PETERSBURG, FL 34784

Arbor Heights a Condominium
 31ST STREET SOUTH, ST. PETERSBURG, FL 34784



J.J. MANUEY, INC.
 1000 1ST AVENUE SOUTH
 ST. PETERSBURG, FL 34784
 (813) 922-1111

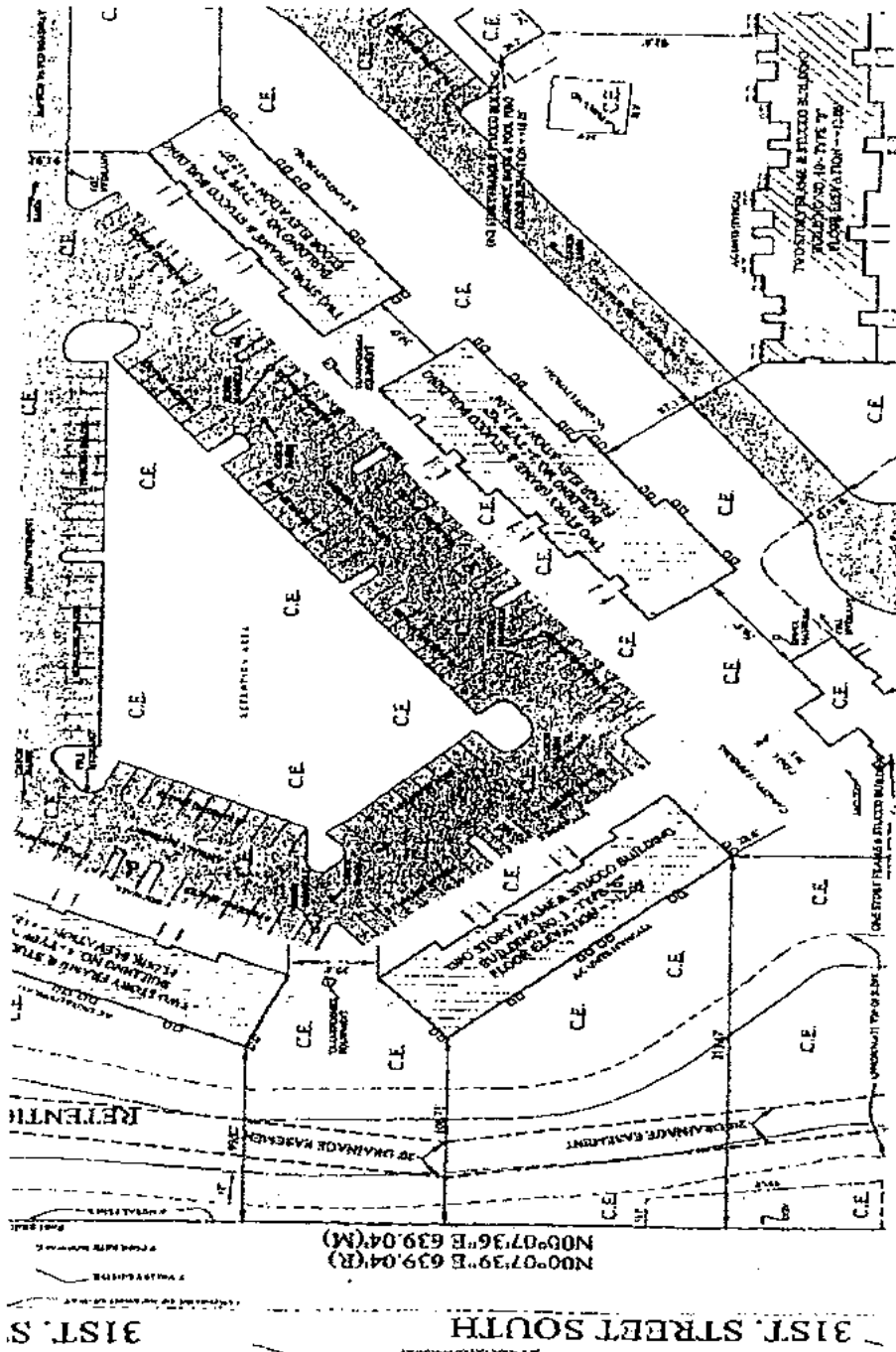
DATE	APR 11 2006
BY	JOHN J. MANUEY, INC.
PROJECT	ARBOUR HEIGHTS CONDOMINIUM
ADDRESS	31ST STREET SOUTH, ST. PETERSBURG, FL 34784

ABBREVIATIONS
 ALL DIMENSIONS UNLESS OTHERWISE NOTED
 (SEE SURVEY DRAWING SHEETS)

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE PLAN IS THE PROPERTY OF J.J. MANUEY, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY CAUSED BY THE USE OF THIS PLAN.

Arbor Heights, a Condominium

Survey-Site Plan, Graphic Description of Improvements



31ST STREET SOUTH

N00°07'39"E 639.04(R)
N00°07'36"E 639.04(M)

ABBREVIATIONS

(C.E.) COMMON ELEMENTS
(U.I.) UNIT INTERIOR

EXHIBIT "2"

O.J.H. MANUCY, INC. SURVEYORS 1100 11TH AVENUE N.W. TALLAHASSEE, FLORIDA 32303			Arbor Heights, a Condominium	7
DATE: 11/15/00 DRAWN BY: J.M. CHECKED BY: J.M. SCALE: AS SHOWN PROJECT NO.: 00-00000			BY: J.M. HOME SIX 5 1/2" X 7 1/2" X 1/4"	

Arbor Heights, a Condominium

Survey-Site Plan, Graphic Description of Improvements

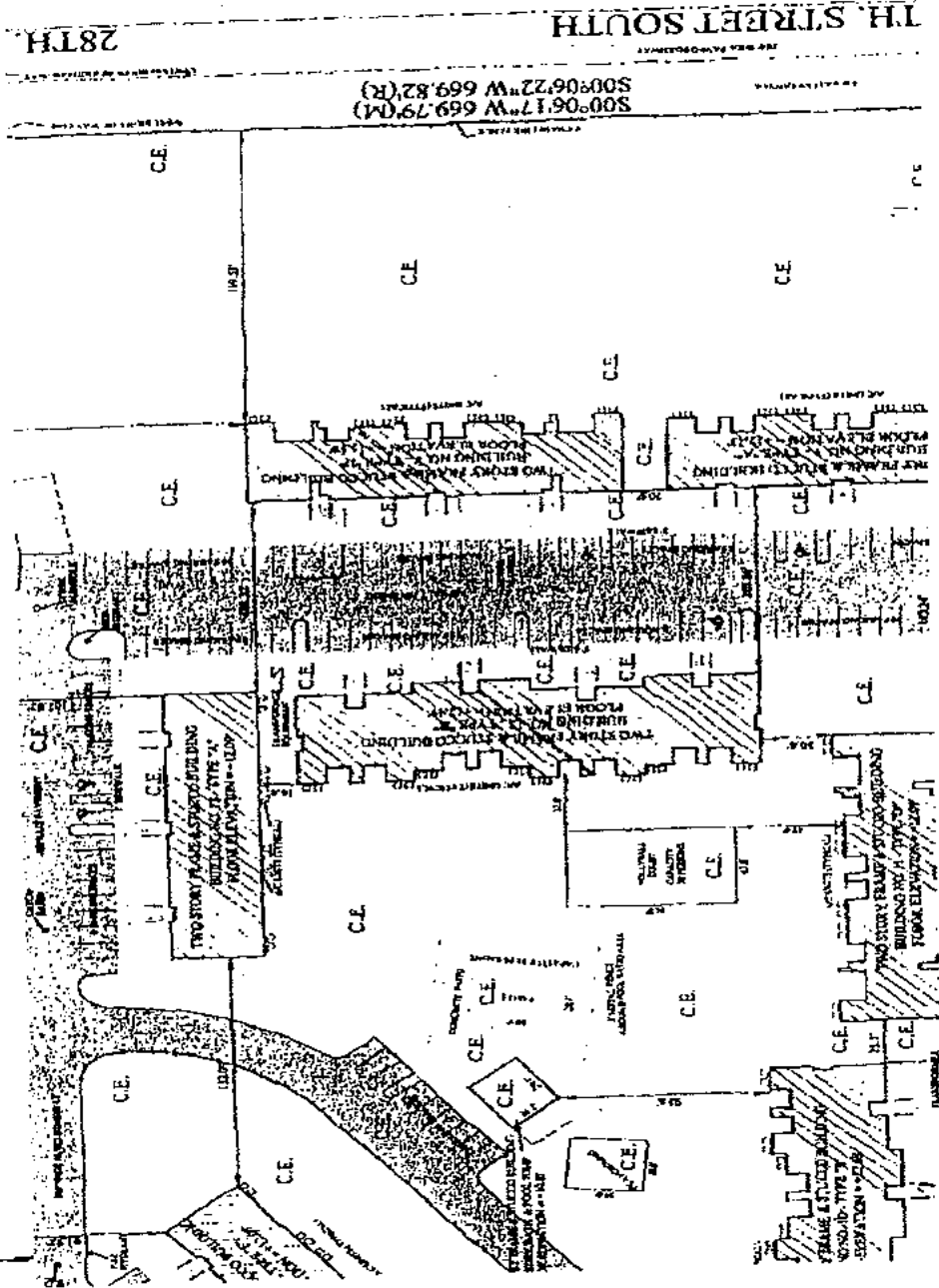
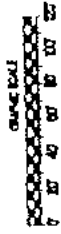


EXHIBIT "2"

ABBREVIATIONS
 C.E. = CONCRETE ON GRADE
 C.C. = CONCRETE CURB
 S.S. = STAINLESS STEEL
 S.P. = SLOPE PITCH

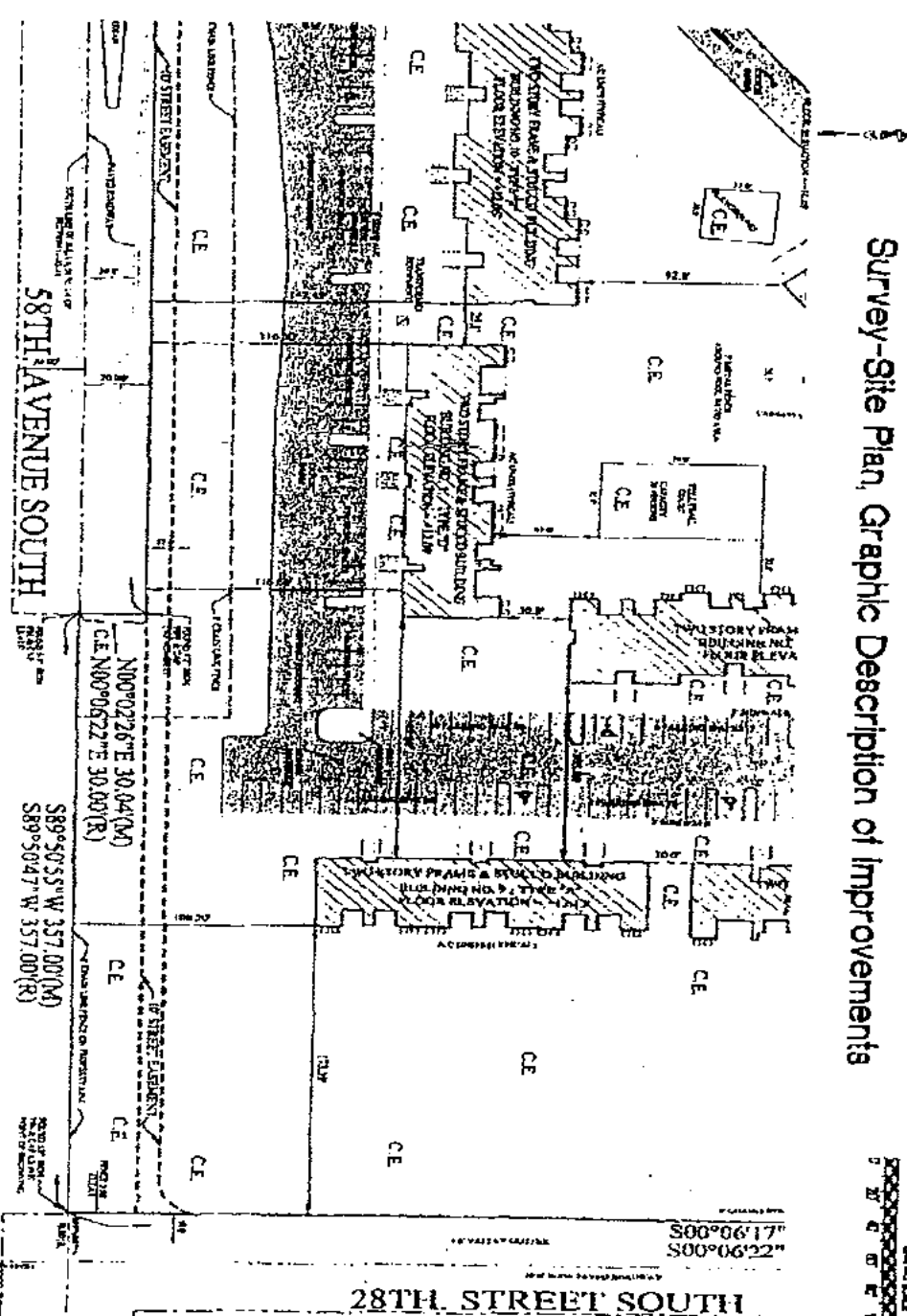
J.H. MANUCK, INC.
 ENGINEERS & ARCHITECTS
 1100 N. GULF BLVD., SUITE 100
 TAMPA, FL 33601
 TEL: 813-871-1111

Arbor Heights, a Condominium
 LOT 570 - MAP 4514 - PLAT 5800 S. 2071

8

Arbor Heights, a Condominium

Survey-Site Plan, Graphic Description of Improvements



ABBREVIATIONS
C.E. - CONDOMINIUM UNIT
C.E. - CONDOMINIUM UNIT

NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9

J.H. MANNING, INC.
SURVEYING & ENGINEERING
1000 ...
...

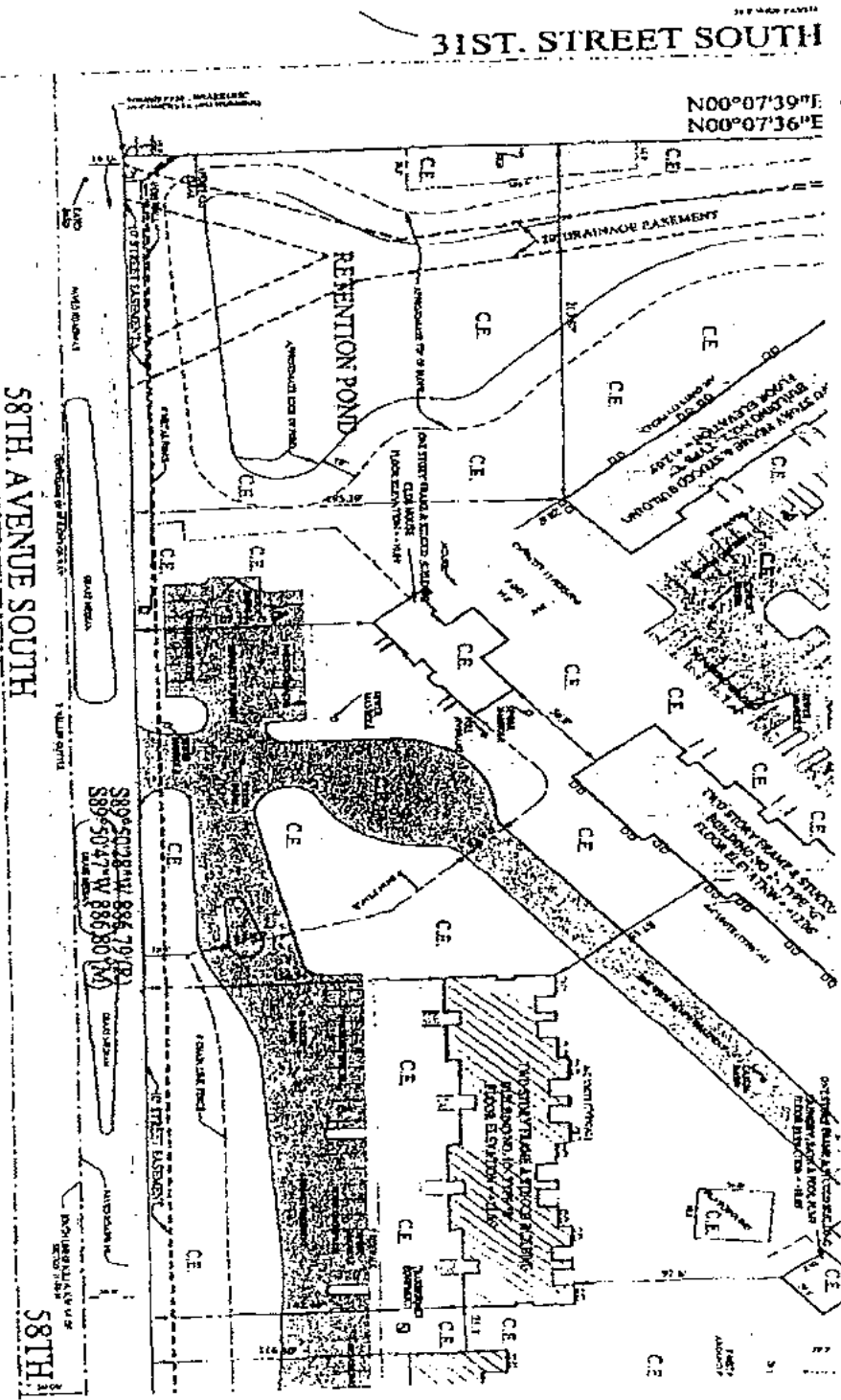
Arbor Heights, a Condominium
200 ...

DATE	DESCRIPTION
...	...
...	...
...	...

EXHIBIT '2'

Arbor Heights, a Condominium

Survey-Site Plan, Graphic Description of Improvements



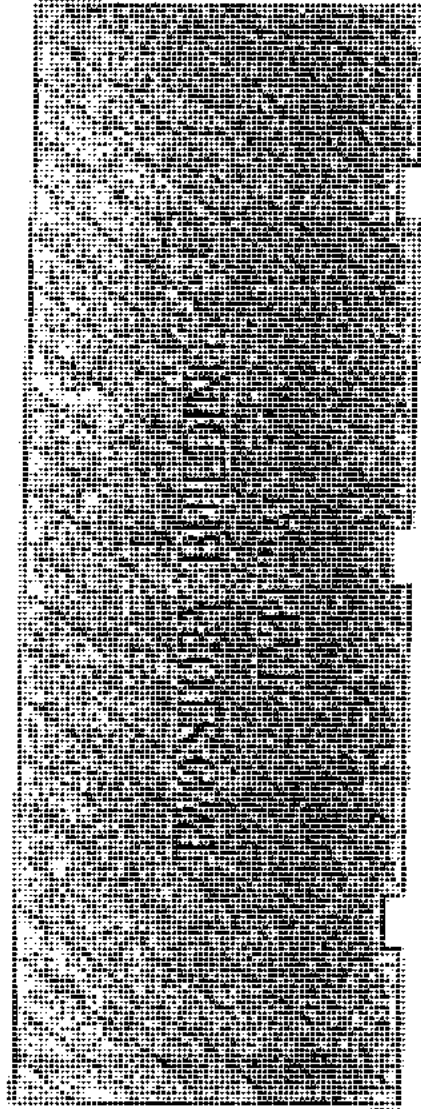
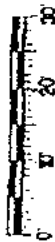
ABBREVIATIONS
 CE - COMMON ELEMENTS
 DR - DRIVEWAY
 SEWER - SEWER LINE
 WATER - WATER LINE
 ELEC - ELECTRIC LINE

OWNER	Arbor Heights, a Condominium	SCALE	AS SHOWN
DATE	10/1/2011	PROJECT	Arbor Heights, a Condominium
BY	[Signature]	NO. OF SHEETS	10
FOR	[Signature]	DATE	10/1/2011
PROJECT	Arbor Heights, a Condominium	SCALE	AS SHOWN
NO. OF SHEETS	10	DATE	10/1/2011

EXHIBIT "2"

Arbor Heights, a Condominium

Building Type 'A'. Dimension Plan (Buildings No. 9 and 13)



ABBREVIATIONS

ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
(SEE NOTES ON DRAWING FOR MORE INFORMATION)

NO.	DESCRIPTION
1	SEE ARCHITECTURAL DRAWINGS
2	SEE ARCHITECTURAL DRAWINGS
3	SEE ARCHITECTURAL DRAWINGS
4	SEE ARCHITECTURAL DRAWINGS
5	SEE ARCHITECTURAL DRAWINGS
6	SEE ARCHITECTURAL DRAWINGS
7	SEE ARCHITECTURAL DRAWINGS
8	SEE ARCHITECTURAL DRAWINGS
9	SEE ARCHITECTURAL DRAWINGS
10	SEE ARCHITECTURAL DRAWINGS
11	SEE ARCHITECTURAL DRAWINGS
12	SEE ARCHITECTURAL DRAWINGS
13	SEE ARCHITECTURAL DRAWINGS
14	SEE ARCHITECTURAL DRAWINGS
15	SEE ARCHITECTURAL DRAWINGS
16	SEE ARCHITECTURAL DRAWINGS
17	SEE ARCHITECTURAL DRAWINGS
18	SEE ARCHITECTURAL DRAWINGS
19	SEE ARCHITECTURAL DRAWINGS
20	SEE ARCHITECTURAL DRAWINGS
21	SEE ARCHITECTURAL DRAWINGS
22	SEE ARCHITECTURAL DRAWINGS
23	SEE ARCHITECTURAL DRAWINGS
24	SEE ARCHITECTURAL DRAWINGS
25	SEE ARCHITECTURAL DRAWINGS
26	SEE ARCHITECTURAL DRAWINGS
27	SEE ARCHITECTURAL DRAWINGS
28	SEE ARCHITECTURAL DRAWINGS
29	SEE ARCHITECTURAL DRAWINGS
30	SEE ARCHITECTURAL DRAWINGS

O.J.H. VANUCCI INC.
 ARCHITECTS
 1100 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 (954) 561-1100



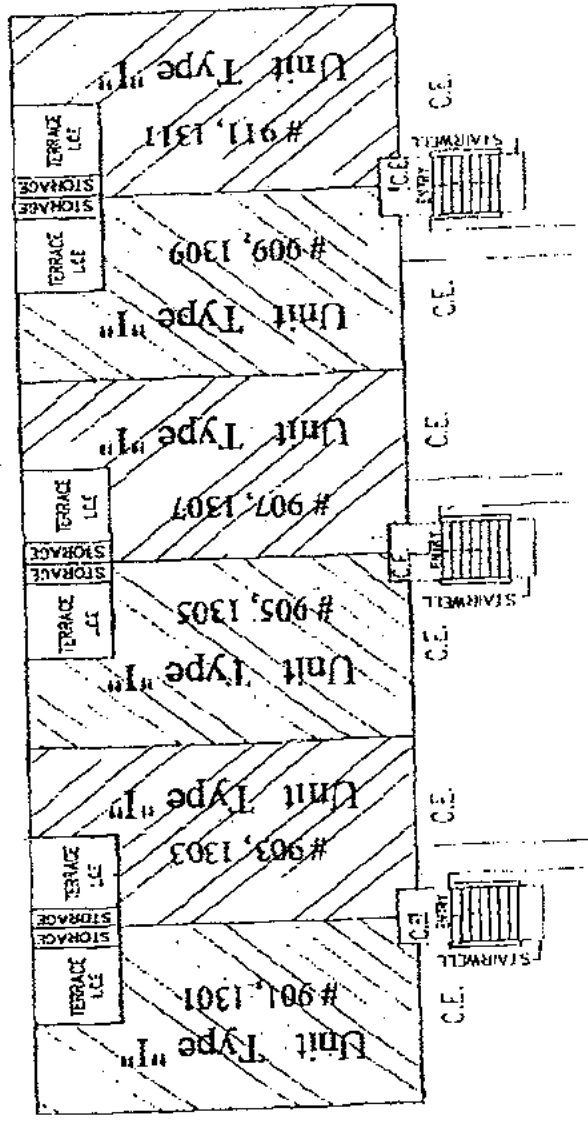
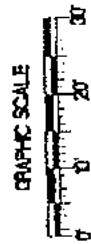
PROJECT NAME
Arbor Heights, a Condominium
 1100 N.W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304

EXHIBIT "2"

11

Arbor Heights, a Condominium

Building Type "A": First Floor Plan (Buildings No. 9 and 13)



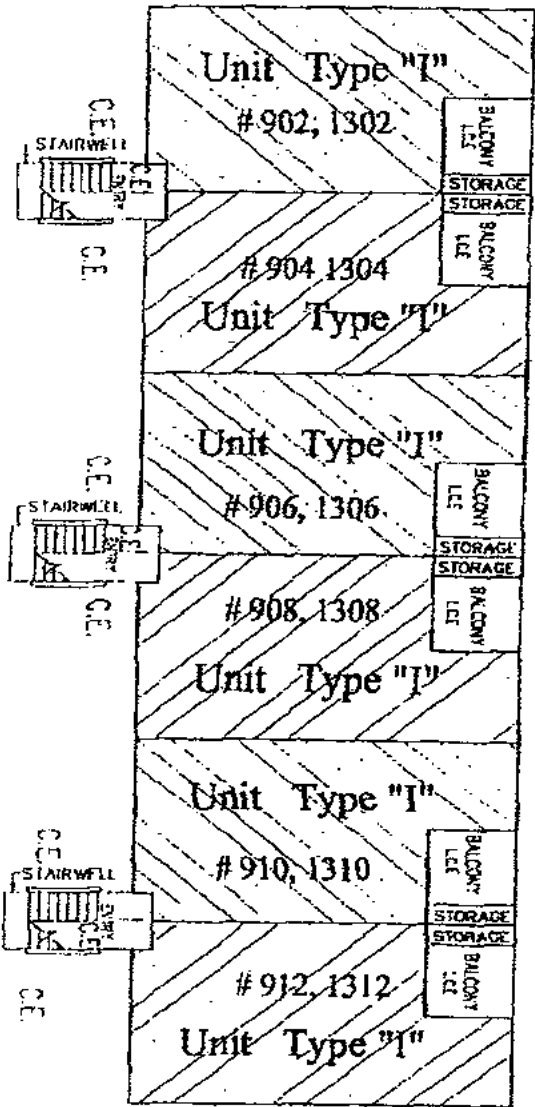
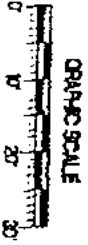
ABBREVIATIONS
 S.C.E. - SERVICE COMMON ELEMENT
 C.E. - COMMON ELEMENT

EXHIBIT "2"

<p>J.J.H. MANUCCY, INC. PROJECT ARCHITECT 1000 10th Street, Suite 200 St. Petersburg, FL 33705 (813) 426-1111</p>		<p>Arbor Heights a Condominium 1000 10th Street, Suite 200 St. Petersburg, FL 33705</p>	<p>DATE OF PLAN: 11/11/09 DRAWN BY: J.J.H. CHECKED BY: J.J.H. SCALE: AS SHOWN SHEET NO.: 12</p>
--	--	--	---

Arbor Heights, a Condominium

Building Type "A" Second Floor Plan (Buildings No. 9 and 13)



ABBREVIATIONS
 (SEE NOTES ON DRAWINGS)
 (SEE DRAWING INDEX)

UNIT	ABBREVIATION	DESCRIPTION
1	CE	CEILING
2	STAIRWELL	STAIRWELL
3	BALCONY	BALCONY
4	STORAGE	STORAGE

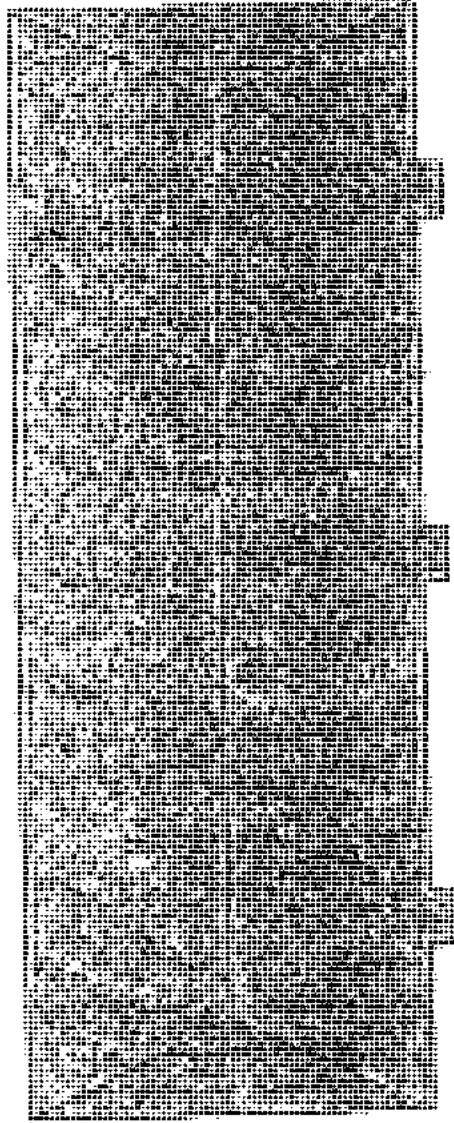
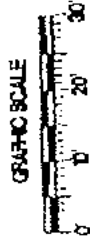


Arbor Heights, a Condominium
 1000 10th Street, Suite 100, St. Petersburg, FL 33701

DATE	10/1/88
BY	J.M.
SCALE	AS SHOWN
PROJECT NO.	13

EXHIBIT "2"

Arbor Heights, a Condominium Building Type "A" Roof Plan (Buildings No. 9 and 13)



ABBREVIATIONS

ALL NOTES AND DIMENSIONS SHALL BE IN FEET UNLESS OTHERWISE SPECIFIED.

1	SEE PLAN
2	SEE PLAN
3	SEE PLAN
4	SEE PLAN
5	SEE PLAN
6	SEE PLAN
7	SEE PLAN
8	SEE PLAN
9	SEE PLAN
10	SEE PLAN
11	SEE PLAN
12	SEE PLAN
13	SEE PLAN
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15	SEE PLAN
16	SEE PLAN
17	SEE PLAN
18	SEE PLAN
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21	SEE PLAN
22	SEE PLAN
23	SEE PLAN
24	SEE PLAN
25	SEE PLAN
26	SEE PLAN
27	SEE PLAN
28	SEE PLAN
29	SEE PLAN
30	SEE PLAN

O.H. MANUALLY, INC.
 10000 N. 15th Ave., Suite 100, Tampa, FL 33613
 (813) 988-1111
 www.o-h-manually.com



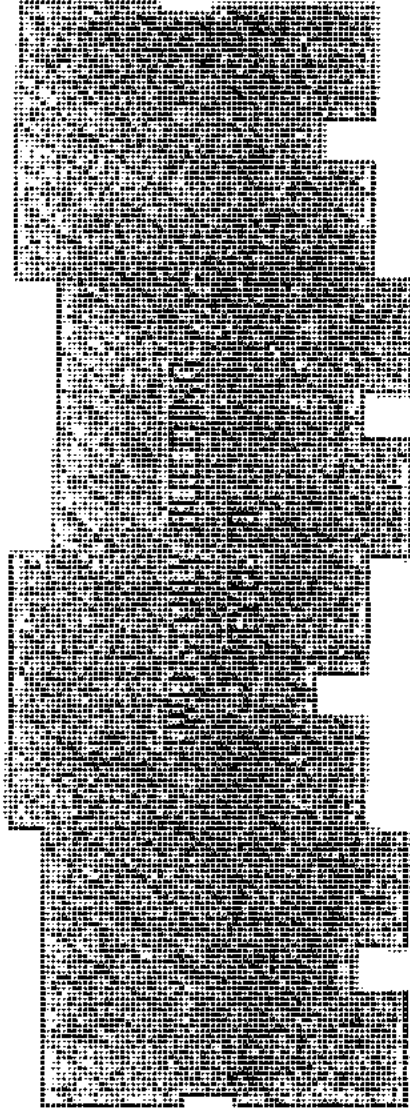
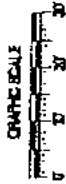
PROJECT NAME
Arbor Heights a Condominium
 14000 N. 15th Ave., Suite 100, Tampa, FL 33613

DATE	11/11/11
SCALE	AS SHOWN
PROJECT NO.	14
DATE PLOTTED	11/11/11
PLotted by	
Checked by	
Reviewed by	
Approved by	

EXHIBIT "2"

Arbor Heights, a Condominium

Building Type "B": Dimension Plan (Buildings No. 10 and 12)



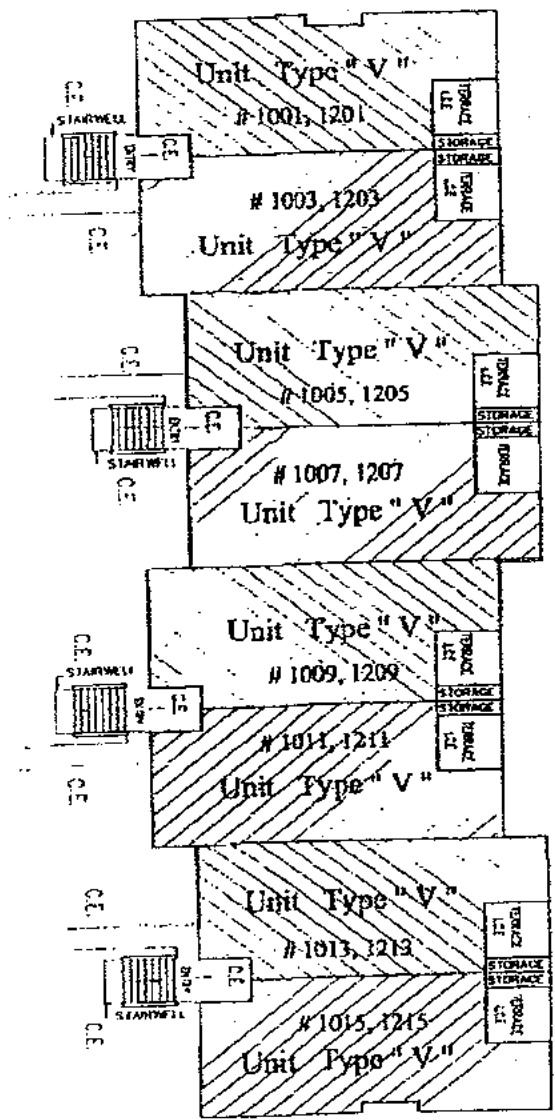
ABBREVIATIONS
 L.S. = LINES OF THE COMMONS
 T.S. = TOWERS COMMONS

EXHIBIT "2"

J.H. MANLEY, INC. ARCHITECTS 1100 N. GULF BLVD., SUITE 100 TAMPA, FL 33604			Arbor Heights & Condominium 1100 N. GULF BLVD., SUITE 100, TAMPA, FL 33604	15
DATE: _____ SHEET NO.: _____ TOTAL SHEETS: _____	SCALE: _____ DRAWN BY: _____ CHECKED BY: _____			

Arbor Heights, a Condominium

Building Type 'B' First Floor Plan (Buildings No. 10 and 12)



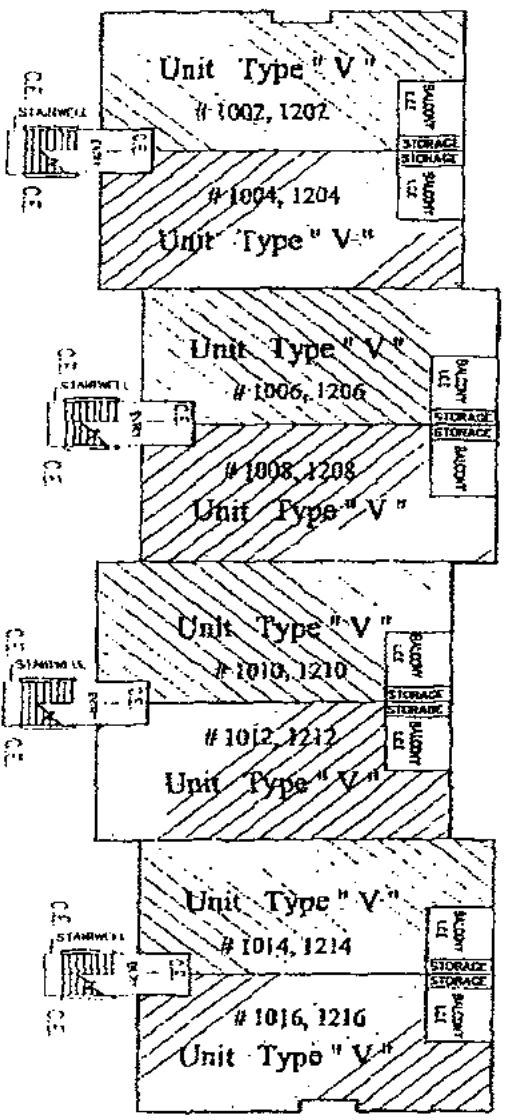
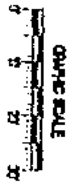
ABBREVIATIONS
 A.S.P. - SINGLE UNIT COMMON ELEMENT
 C.E. - COMMON SPACE ELEMENT

<p>J.H. MANNING, INC. ARCHITECTS</p> <p>1000</p>	<p>Arbor Heights Condominium ...</p>	<p>16</p>
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EXHIBIT "2"

Arbor Heights, a Condominium

Building Type "B". Second Floor Plan (Buildings No. 10 and 12)



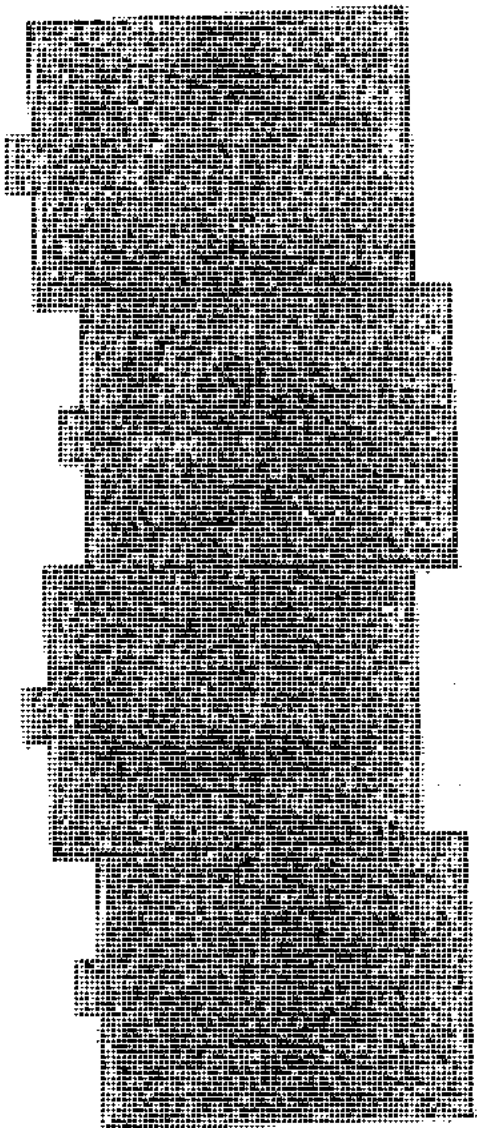
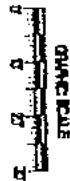
ABBREVIATIONS

ALL DIMENSIONS ARE IN FEET AND INCHES
 (1/4" = 1'-0") UNLESS OTHERWISE NOTED

<p>O.H. HANCOCK, INC. ARCHITECTS 1000</p>	<p>Arbor Heights, a Condominium </p>
<p>EXHIBIT "2"</p>	
<p>17</p>	

Arbor Heights, a Condominium

Building Type 'B' Roof Plan (Buildings No. 10 and 12)



ABBREVIATIONS

(ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED)

WALL	1/2" THICK
FLOOR	4" THICK
CEILING	12" THICK
ROOF	6" THICK
FOUNDATION	18" THICK
CONCRETE	12" THICK
BRICK	8" THICK
GLASS	1/2" THICK
WOOD	2" THICK
STEEL	1/2" THICK
INSULATION	6" THICK
MECHANICAL	12" THICK
ELECTRICAL	12" THICK
PLUMBING	12" THICK
HEATING	12" THICK
Cooling	12" THICK
Other	12" THICK

O.J.H. MANNING, INC.
Architects



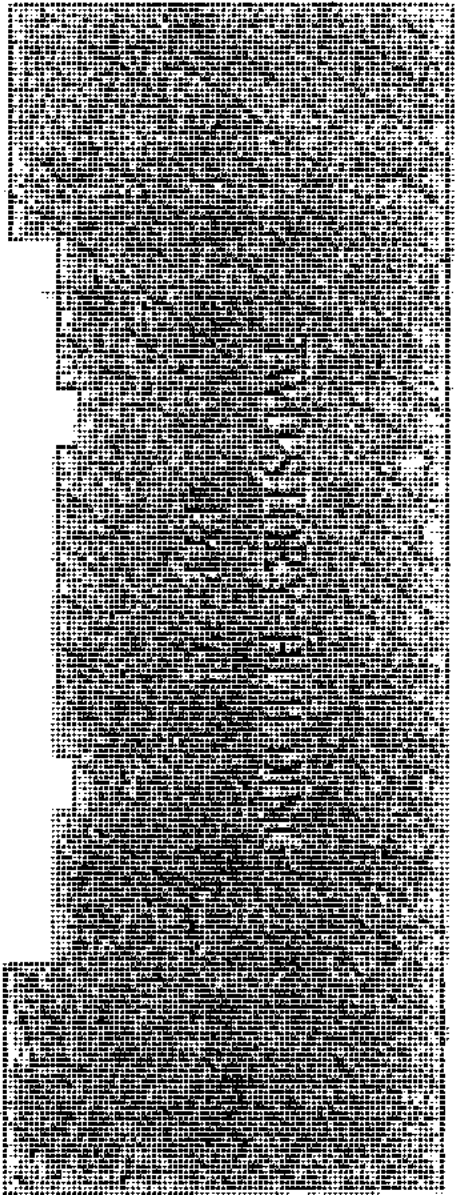
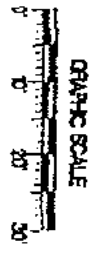
Arbor Heights a Condominium
300 SW 4th Ave., Ft. Lauderdale, FL 33301

EXHIBIT "2"

DATE	11/18/88
SCALE	1/4" = 1'-0"
PROJECT	Arbor Heights a Condominium
NO.	18
DATE	11/18/88
SCALE	1/4" = 1'-0"
PROJECT	Arbor Heights a Condominium
NO.	18

Arbor Heights, a Condominium

Building Type 'C'. Dimension Plan (Buildings No. 3, 4, 5, and 6)



ABBREVIATIONS

FOR A COMPLETE LIST OF ABBREVIATIONS SEE THE ARCHITECT'S MANUAL OF SYMBOLS AND ABBREVIATIONS, PUBLISHED BY THE ARCHITECTURAL RECORD COMPANY, NEW YORK, N.Y.

NO.	SYMBOL	DESCRIPTION
1	[Symbol]	ARCHITECT'S OFFICE
2	[Symbol]	GENERAL CONTRACTOR
3	[Symbol]	MECHANICAL CONTRACTOR
4	[Symbol]	ELECTRICAL CONTRACTOR
5	[Symbol]	PLUMBING CONTRACTOR
6	[Symbol]	PAINT CONTRACTOR
7	[Symbol]	LANDSCAPE ARCHITECT
8	[Symbol]	ENGINEER
9	[Symbol]	INTERIOR DESIGNER
10	[Symbol]	MODEL
11	[Symbol]	PHOTOCOPY

O.H. MANUEY, INC.
ARCHITECTS
1000 AVENUE OF THE STARS
SUITE 500
ARLINGTON, VIRGINIA 22202

PROJECT NAME

Arbor Heights, a Condominium
3000 AVENUE OF THE STARS, SUITE 500
ARLINGTON, VIRGINIA

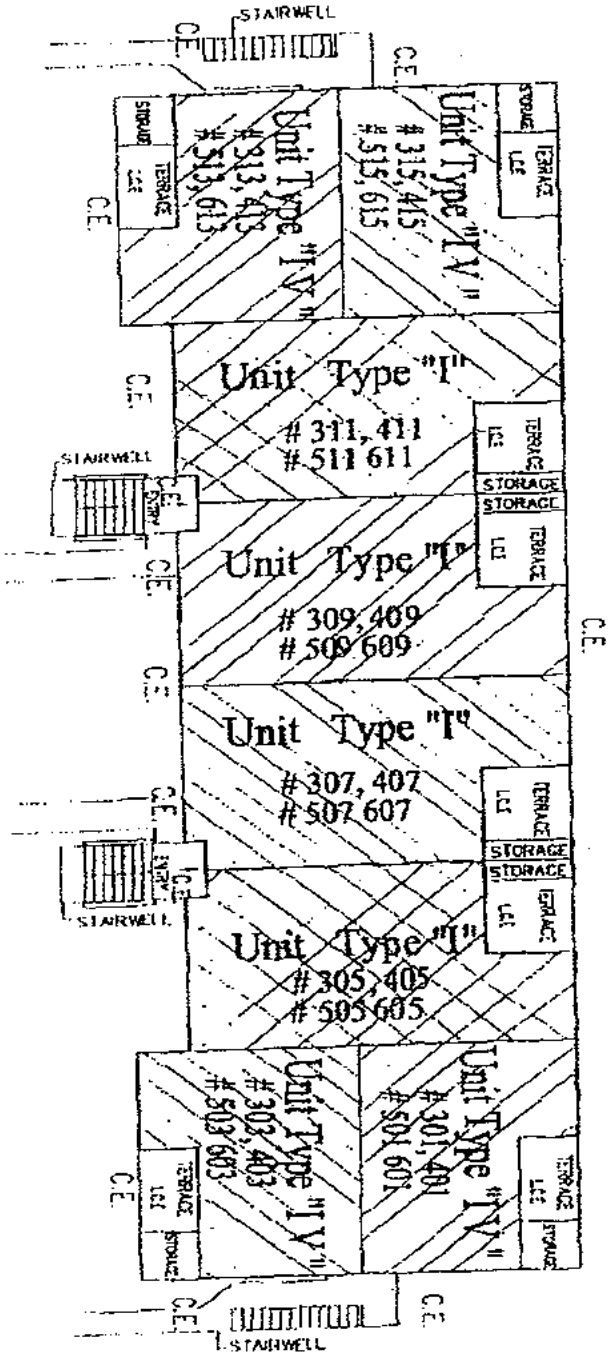
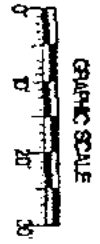
DATE: 12/15/80
SCALE: AS SHOWN
SHEET NO. 19
OF 20

EXHIBIT '2'

THIS DRAWING IS A REPRODUCTION FROM THE ARCHITECT'S MANUAL OF SYMBOLS AND ABBREVIATIONS, PUBLISHED BY THE ARCHITECTURAL RECORD COMPANY, NEW YORK, N.Y.

Arbor Heights, a Condominium

Building Type 'C', First Floor Plan (Buildings No. 3, 4, 5, and 6)

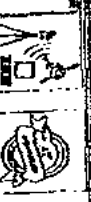


ABBREVIATIONS

CE - COMMON ELEMENTS
LIT - LIGHTING
STAIRWELL - STAIRWELL

NO.	DESCRIPTION
1	COMMON ELEMENTS
2	STAIRWELL
3	LIT - LIGHTING
4	TERRACE
5	STORAGE

O.H. MANUCCI, INC.
ARCHITECTS

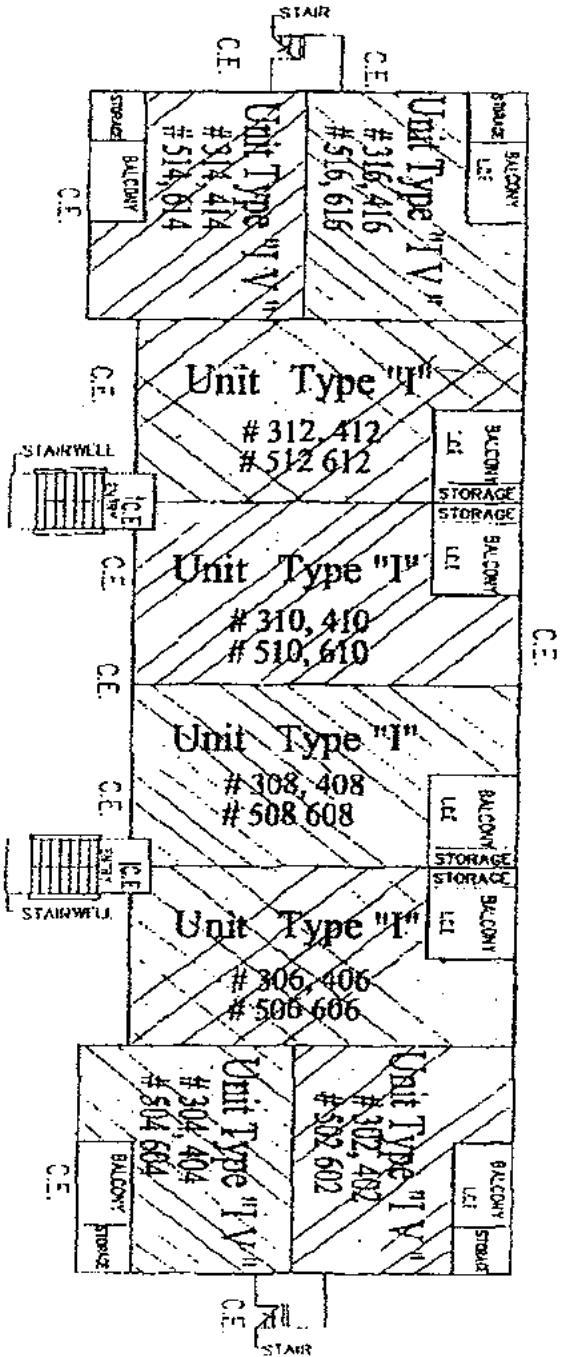
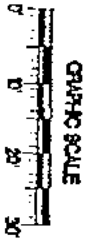


Arbor Heights, a Condominium
200 10TH AVENUE, SUITE 1100, NEW YORK, N.Y. 10018

EXHIBIT "2"
20

Arbor Heights, a Condominium

Building Type 'C', Second Floor Plan (Buildings No. 3, 4, 5, and 6)



ABBREVIATIONS
 RECH-DENR 14 23 2000 PLAN
 (14) - DENR'S OWNED UNIT

Unit #	Area	Notes



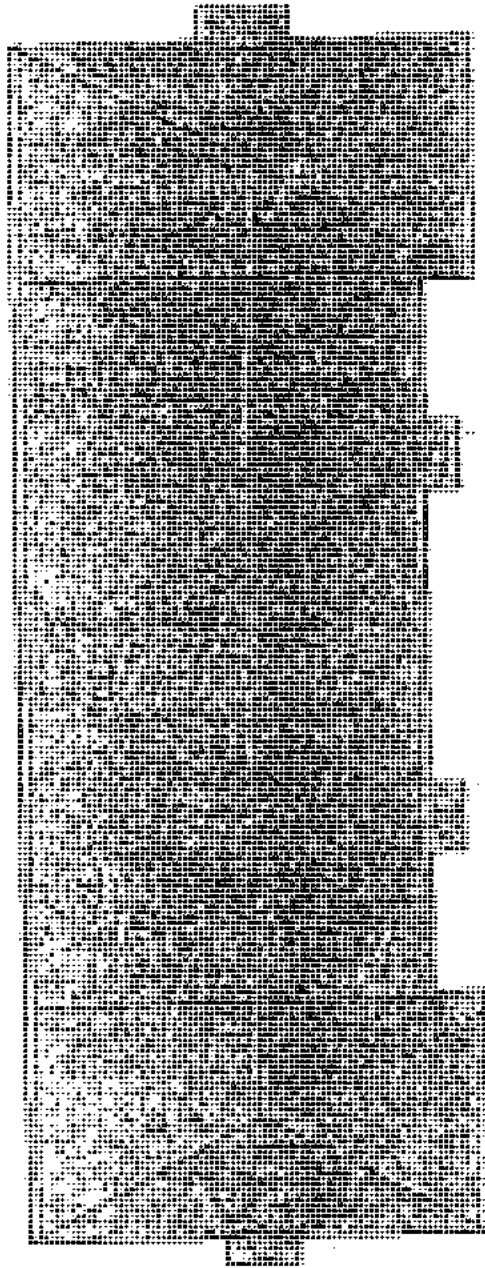
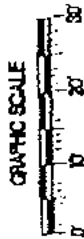
Arbor Heights, a Condominium
 22 5th Ave. S.E. # 217
 Denver, CO 80202

DATE	BY

EXHIBIT "2"

Arbor Heights, a Condominium

Building Type 'C': Roof Plan (Buildings No. 3, 4, 5, and 6)



ABBREVIATIONS

1'-0" = 8'-0" (AS PER CONDO PLAN)
1'-0" = 8'-0" (AS PER CONDO PLAN)

NO.	DESCRIPTION
1	SEE CONDO PLAN
2	SEE CONDO PLAN
3	SEE CONDO PLAN
4	SEE CONDO PLAN
5	SEE CONDO PLAN
6	SEE CONDO PLAN
7	SEE CONDO PLAN
8	SEE CONDO PLAN
9	SEE CONDO PLAN
10	SEE CONDO PLAN

J.H. MANDY, INC.
ARCHITECTS
1100 N. W. 10th St., Suite 100
Fort Lauderdale, FL 33304
Tel: (954) 571-1100
Fax: (954) 571-1101



PROJECT NAME
Arbor Heights, a Condominium
330 SW 10th St., Ft. Lauderdale, FL 33304

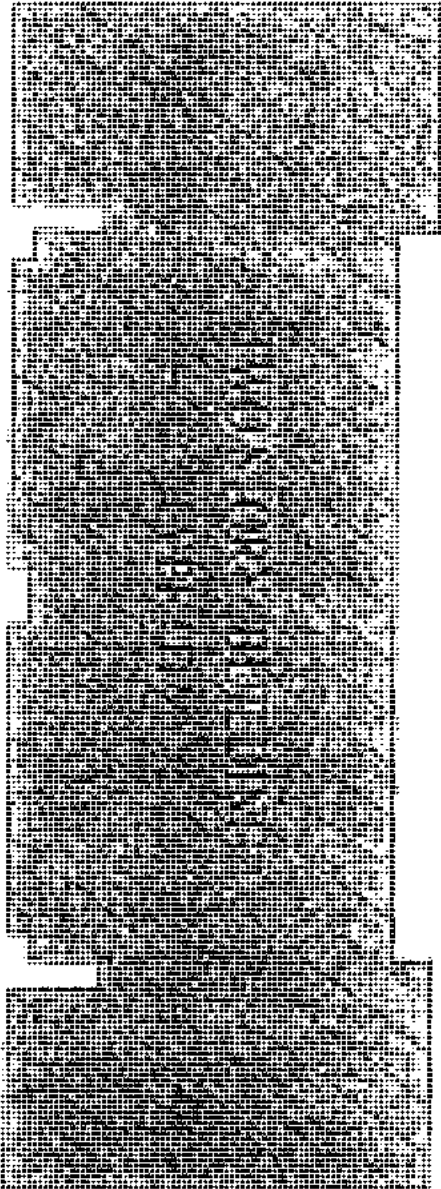
DATE: 08/20/03
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN
PROJECT NO.: [Number]
SHEET NO.: 22

EXHIBIT '2'

THIS DOCUMENT IS THE PROPERTY OF J.H. MANDY, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF J.H. MANDY, INC.

Arbor Heights, a Condominium

Building Type "D" Dimension Plan (Building No. 7, 8 and 11)



ABBREVIATIONS

11-27-75 3000'S LANE'S CORNER 1230N'

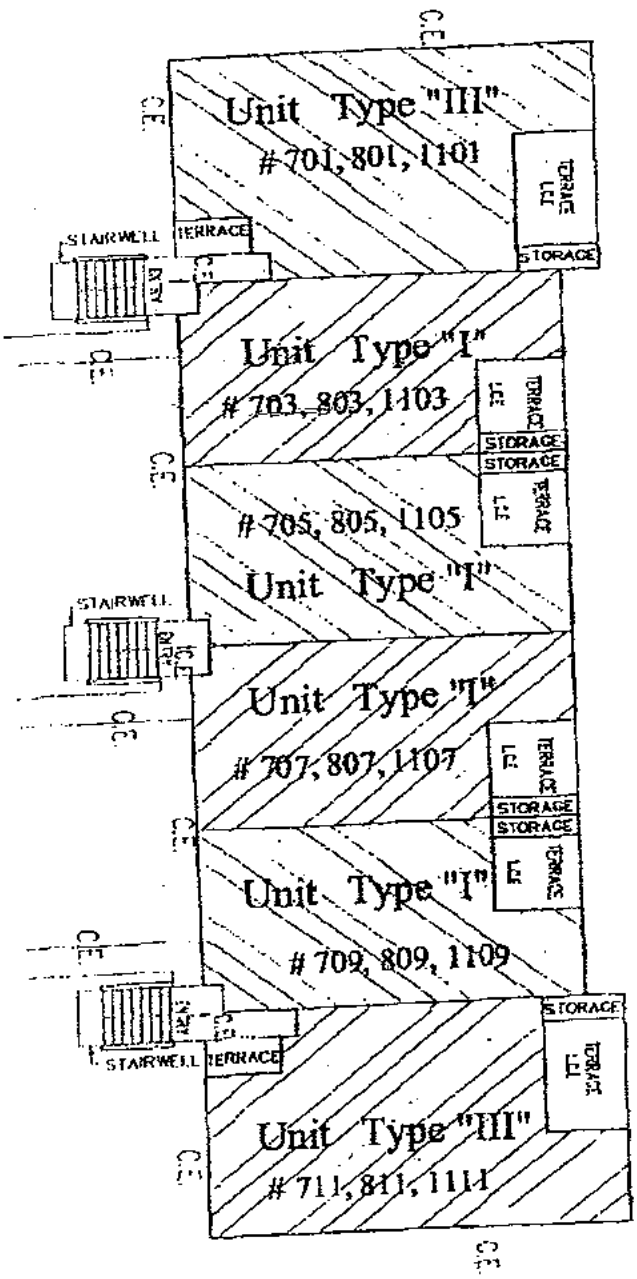
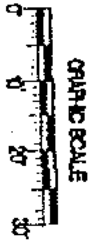
11-27-75 3000'S CORNER 1230N'

DATE	11-27-75
DRAWN BY	11-27-75
CHECKED BY	11-27-75
PROJECT NO.	Arbor Heights, a Condominium
ADDRESS	3000 S 11TH AVE. S.W. 1230N'
CITY	1230N'
STATE	1230N'
COUNTY	1230N'
EXHIBIT NO.	23

EXHIBIT "2"

Arbor Heights, a Condominium

Building Type 'D', First Floor Plan (Building No. 7, 8 and 11)



ABBREVIATIONS
 (SEE BOOKS OWNER USES)

UNIT	STAIRWELL	TERRACE	STORAGE	CE
UNIT	STAIRWELL	TERRACE	STORAGE	CE
UNIT	STAIRWELL	TERRACE	STORAGE	CE
UNIT	STAIRWELL	TERRACE	STORAGE	CE
UNIT	STAIRWELL	TERRACE	STORAGE	CE
UNIT	STAIRWELL	TERRACE	STORAGE	CE

O.J.H. MANUCCI, INC.
 ARCHITECTS



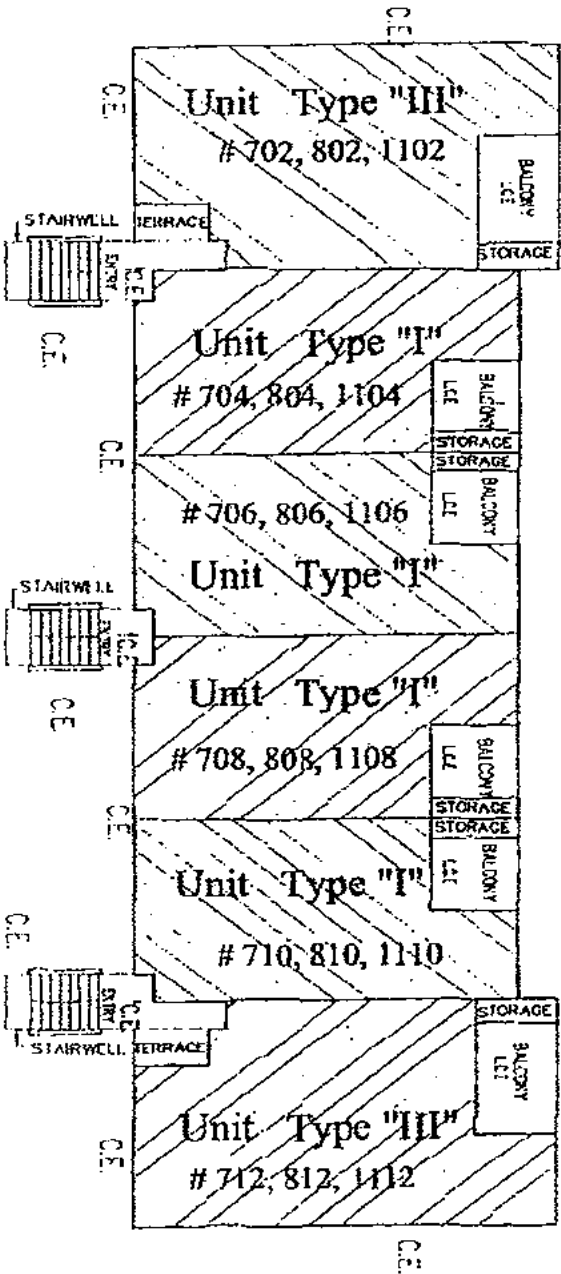
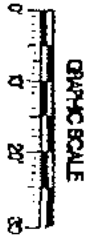
Arbor Heights Condominium
 120 5th Avenue, S.E. Floor 11, Atlanta, Georgia 30303

DATE	12/15/88
BY	[Signature]
TITLE	ARCHITECT
PROJECT NO.	24

EXHIBIT '2'

Arbor Heights, a Condominium

Building Type 'D', Second Floor Plan (Building No. 7, 8 and 11)

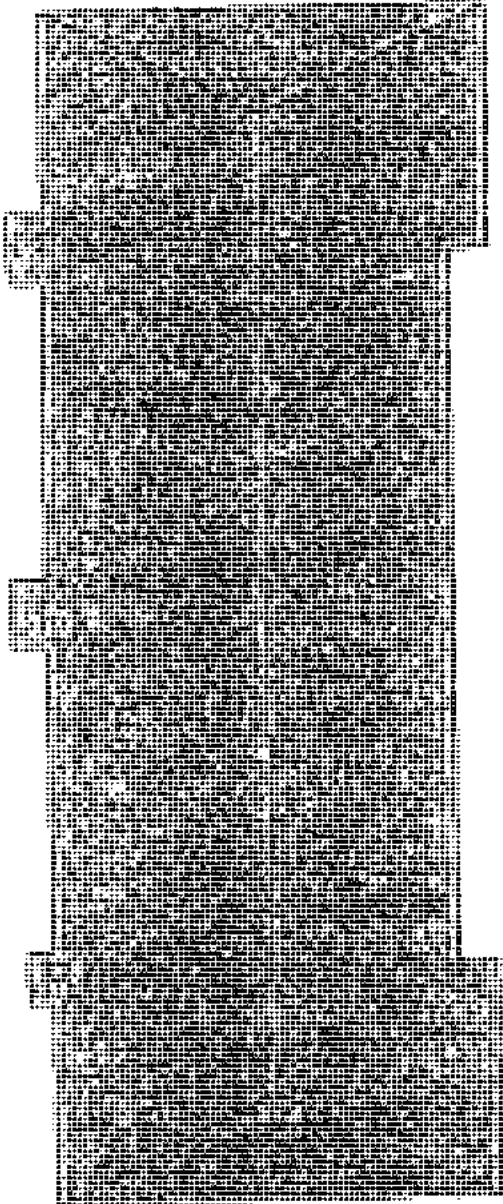


ABBREVIATIONS
 CE: COMMON ELEMENTS
 STAIRWELL: STAIRWELL
 TERRACE: TERRACE
 BALCONY: BALCONY
 STORAGE: STORAGE

<p>O.H. MANUCCY, INC. 1000 N. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304 Phone: (305) 555-1234</p>	<p>Arbor Heights & Condominium 1000 N. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304</p>	<p>EXHIBIT "2"</p> <p style="text-align: right; font-size: 24pt; font-weight: bold;">25</p>
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Arbor Heights, a Condominium

Building Type "D" Roof Plan (Building No. 7, 8 and 11)



ABBREVIATIONS

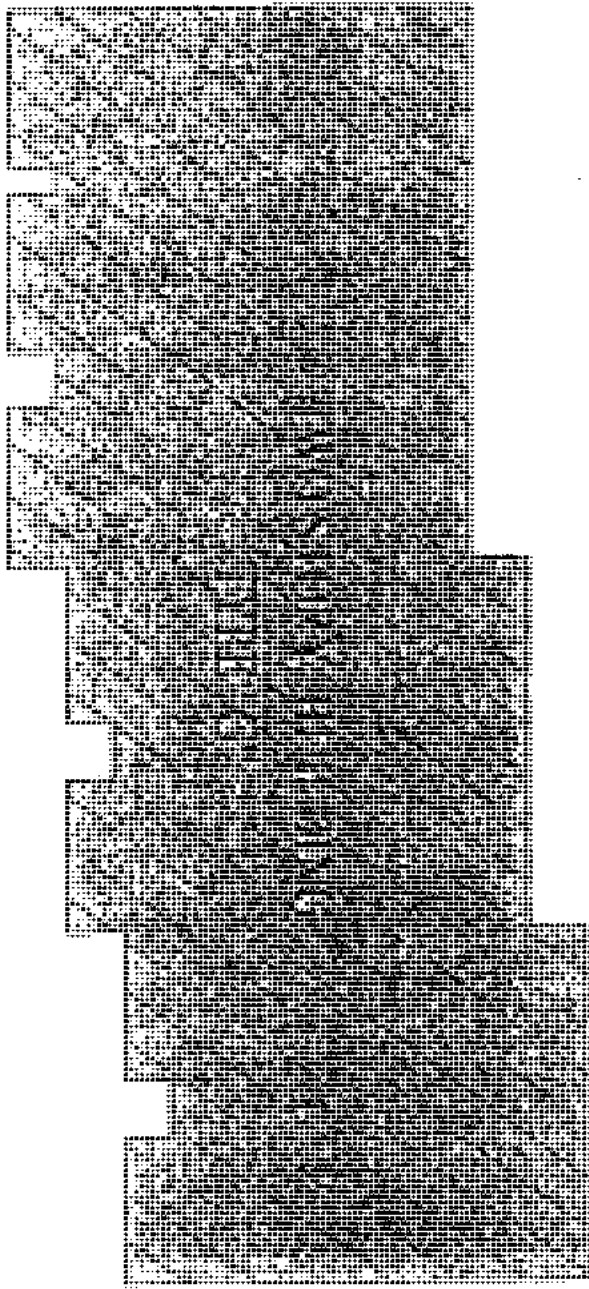
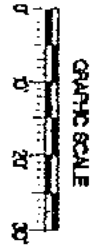
A.C.E. = ARCHITECTURAL CONSULTING ENGINEER
 C.E.T. = CIVIL ENGINEER
 E.C.E. = ELECTRICAL CONSULTING ENGINEER
 M.E.C. = MECHANICAL CONSULTING ENGINEER
 P.L. = PLUMBING

Project Name	Arbor Heights, a Condominium	Project No.	26
Client	J.H. MANOR, INC.	Address	3000 1st St. N. St. Petersburg, FL 33713
Architect	J.H. MANOR, INC.	Date	10/1/81
Scale	AS SHOWN	Sheet No.	26
Notes	SEE 25' SCALE DRAWING ATTACHED TO THIS SET.		

EXHIBIT '2'

Arbor Heights, a Condominium

Building Type 'G'. Dimension Plan (Building No. 2)



ABBREVIATIONS

REC'D'S SERVICE UNIT COMMON ELEMENTS
V.L.L. 12007'S COMMON ELEMENTS

NO.	ABBREVIATION	DESCRIPTION
1	REC'D'S	RECORDS SERVICE UNIT
2	V.L.L.	VOLUNTARY LIEN LIEN
3	12007'S	12007'S COMMON ELEMENTS

O.J.H. MANICKY, INC.
Architects
1000 N. ...
Tampa, Florida



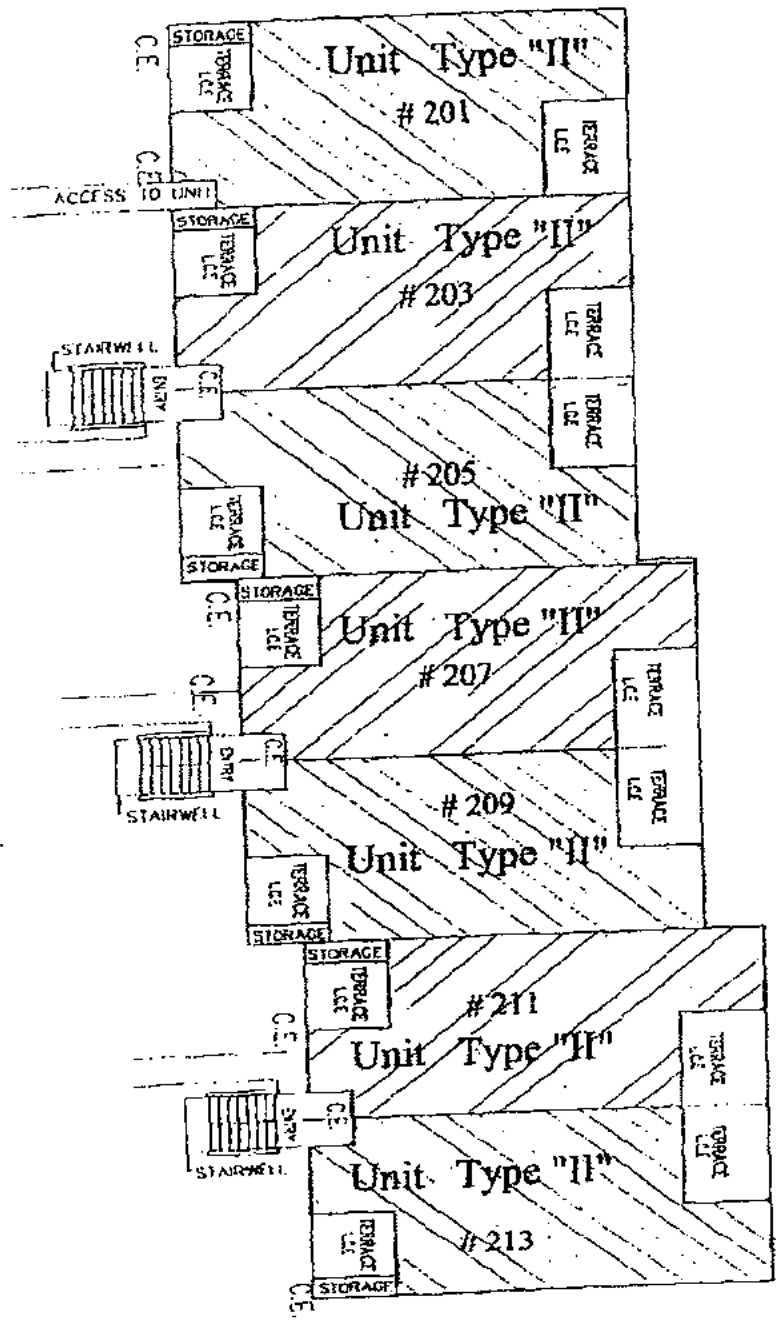
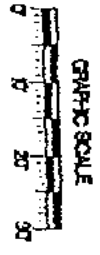
Project: **Arbor Heights a Condominium**
Site: 3000 ...
Date: ...

DATE	NO.
27	...

EXHIBIT "2"

Arbor Heights, a Condominium

Building Type 'G', First Floor Plan (Building No. 2)



ABBREVIATIONS

CE - COMMON ELEMENTS
 L.C. - LIMITED COMMON ELEMENTS
 S.E. - SPECIAL ELEMENTS

DATE	3/27/2013
BY	[Signature]
TITLE	PLANNING
PROJECT	ARBOR HEIGHTS CONDO
FILE NO.	14909

O.H. WANCY, INC.
 ARCHITECTS
 1100 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1100
 Fax: (954) 561-1101
 www.ohwancy.com



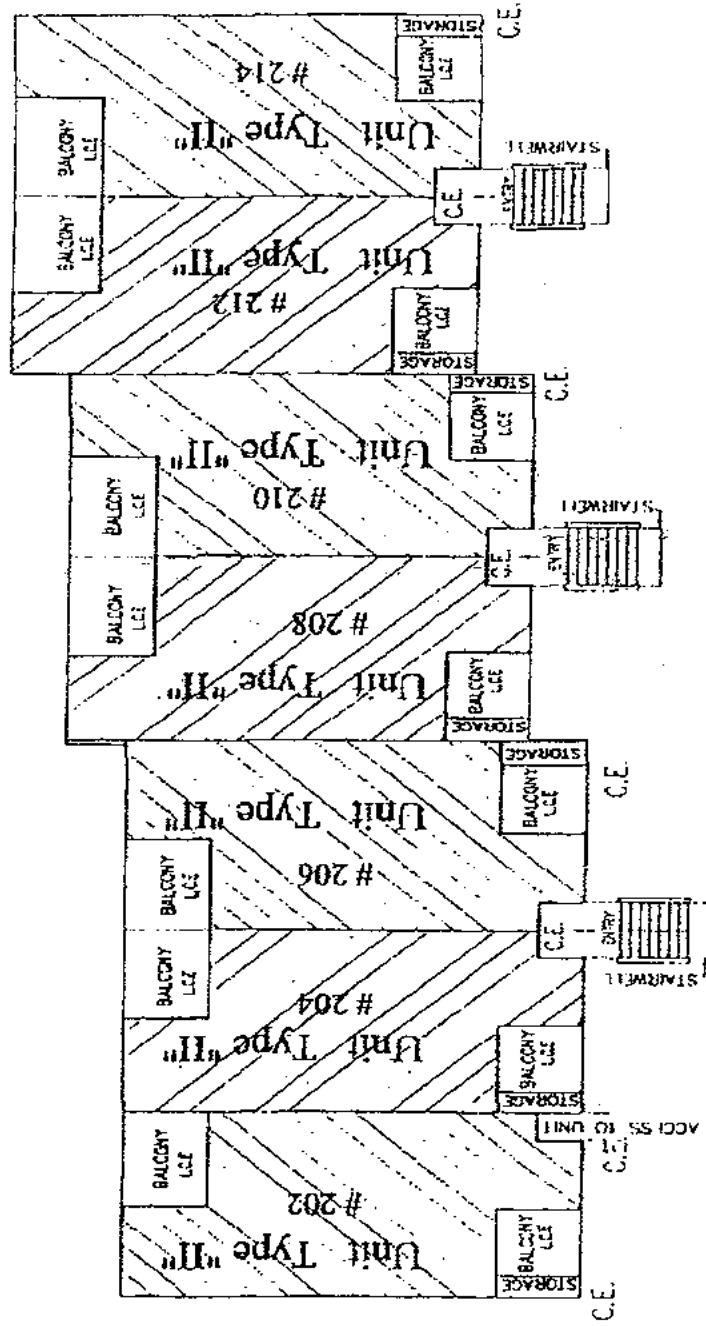
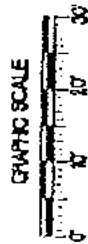
Arbor Heights Condominium
 201-213 - 201, 203, 205, 207, 209, 211, 213

DATE	3/27/2013
BY	[Signature]
TITLE	PLANNING
PROJECT	ARBOR HEIGHTS CONDO
FILE NO.	14909
EXHIBIT	28

EXHIBIT "2"

Arbor Heights, a Condominium

Building Type 'G'. Second Floor Plan (Building No. 2)



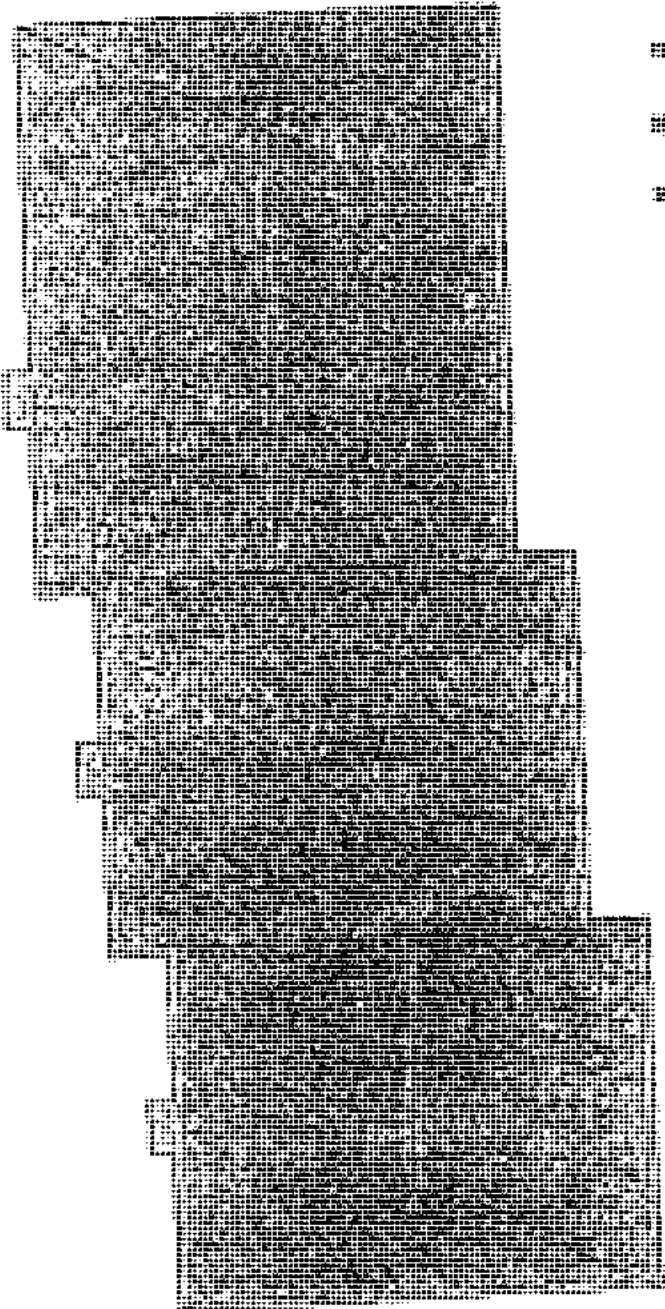
ABBREVIATIONS

(C.E.) - COMMON ELEMENTS
(L.C.E.) - LIMITED COMMON ELEMENTS
(L.C.E.) - LIMITED COMMON ELEMENTS

EXHIBIT "2"

<p>O.J.H. MANUFACTURING, INC. 1000 N. W. 10th St., Ft. Lauderdale, Fla. 33304 Tel. (305) 555-1111</p>		<p>Arbor Heights, a Condominium 300 N.W. 10th St., Ft. Lauderdale, Fla. 33304</p>	<p>29</p>
<p>DATE: 11/11/81</p>	<p>BY: [Signature]</p>		

Arbor Heights, a Condominium Building Type 'G' Roof Plan (Building No. 2)



ABBREVIATIONS

ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
(SEE SYMBOL CODE SHEET)

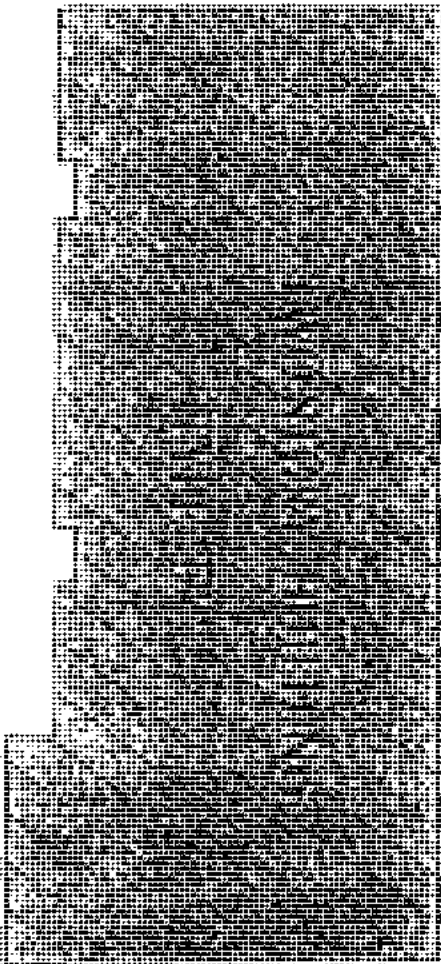
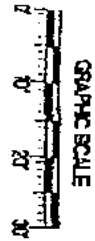
DATE	10/11/01	PROJECT	Arbor Heights a Condominium
BY	J.H. MASTROY, INC.	OWNER	Arbor Heights a Condominium
CHECKED		DATE	10/11/01
SCALE	AS SHOWN	PROJECT NO.	101-101-01
PROJECT NO.	101-101-01	DATE	10/11/01
DATE	10/11/01	PROJECT	Arbor Heights a Condominium
BY	J.H. MASTROY, INC.	OWNER	Arbor Heights a Condominium
CHECKED		DATE	10/11/01
SCALE	AS SHOWN	PROJECT NO.	101-101-01
PROJECT NO.	101-101-01	DATE	10/11/01

EXHIBIT "2"

30

Arbor Heights, a Condominium

Building Type 'F'. Dimension Plan (Building No. 1)



ABBREVIATIONS

ACCL. EXTER. UNIT CROWN LIGHT
 (CL) EXTER. CORNER COLUMN

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

J.H. MANUCCI, INC.
 ARCHITECTS
 1000 N. GULF BLVD., SUITE 100
 TAMPA, FLORIDA 33602



Project Name
Arbor Heights, a Condominium
 1000 N. GULF BLVD., SUITE 100
 TAMPA, FLORIDA 33602

DATE	NO.	DESCRIPTION
APPROVED BY		
DATE		
REVISION		
DATE		

31

EXHIBIT "2"

Arbor Heights, a Condominium

Building Type 'F' First Floor Plan (Building No. 1)

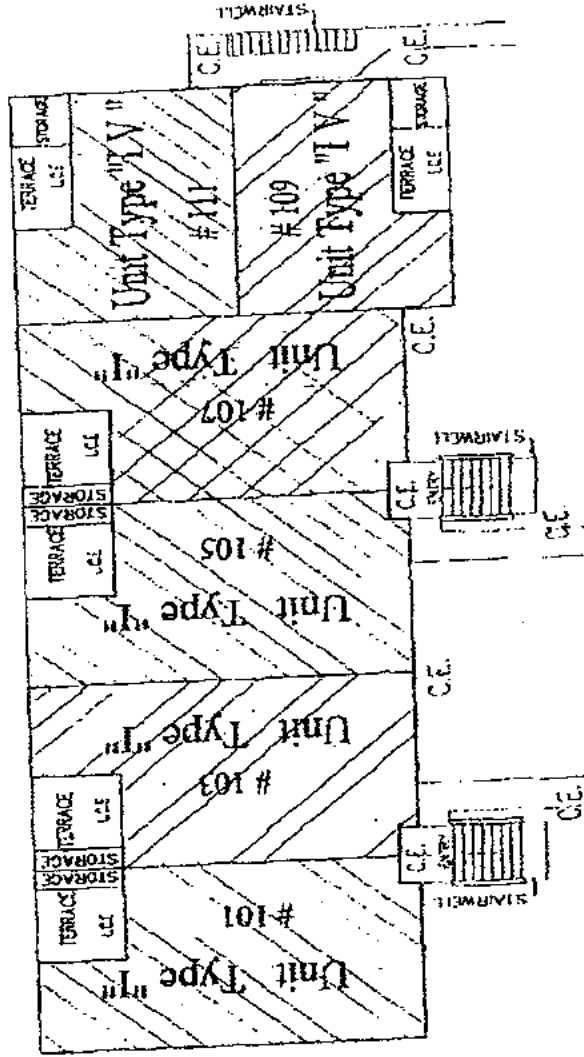
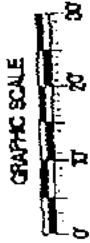


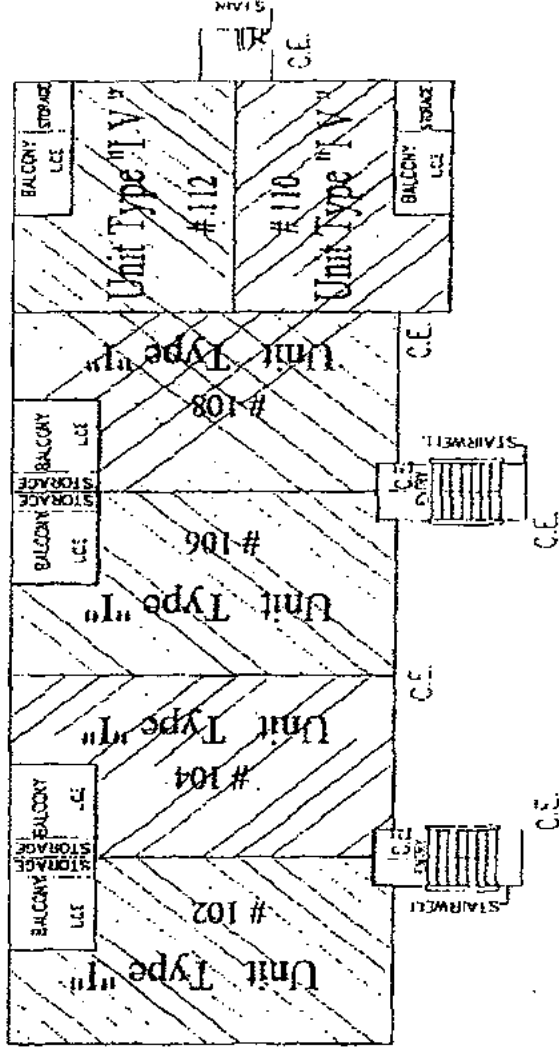
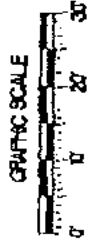
EXHIBIT "2"

ABBREVIATIONS
C.E. - CONCRETE IN THE COMMON ELEMENTS
L.C.E. - LIVING, KITCHEN AND DINING

			Arbor Heights & Condominium 200 NW 10th St., Ft. Lauderdale, FL 33304	32 <small>Page 2 of 2</small>
J.H. MANUEY, INC. 1000 N. W. 10th St., Ft. Lauderdale, FL 33304-1000 Phone: (305) 463-1111				

Arbor Heights, a Condominium

Building Type 'F'. Second Floor Plan (Building No. 1)



ABBREVIATIONS

L.C.E. = LIVING, COOKING AND EATING
 S.C.E. = STORAGE AND CLOSET

DATE RECEIVED

O.J.H. MANTUCCI, INC.

Professional Engineer
 State of New York
 No. _____
 Exp. _____



PROJECT NAME

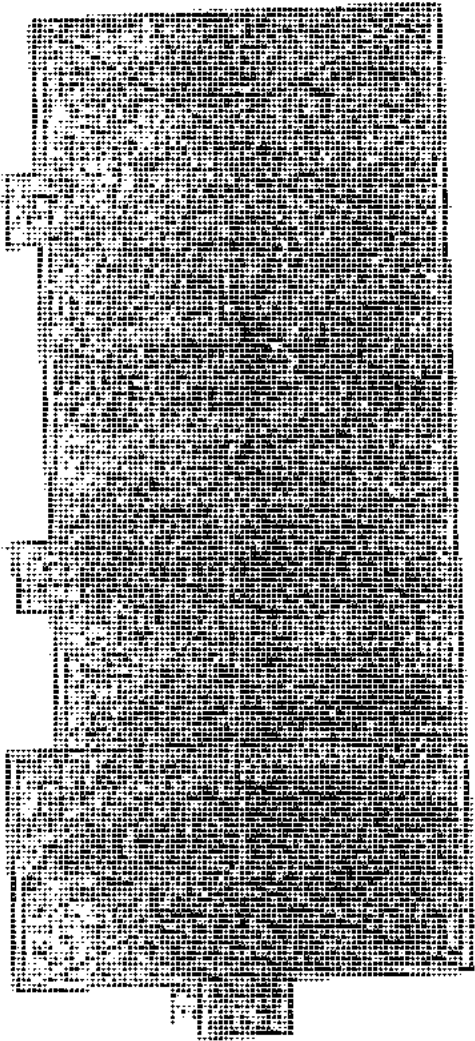
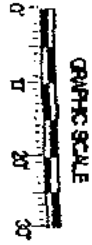
Arbor Heights, a Condominium
 300 WEST 107TH STREET, NEW YORK, N.Y.

DATE	11/11/71
DRAWN BY	W.H. DAVIS
CHECKED BY	O.J.H. MANTUCCI
PROJECT NO.	33
DATE	11/11/71

EXHIBIT "2"

Arbor Heights, a Condominium

Building Type 'F', Roof Plan (Building No. 1)



ABBREVIATIONS

ALL WALLS ARE TO SHOW EXACT
LOCATION OF WALLS ONLY

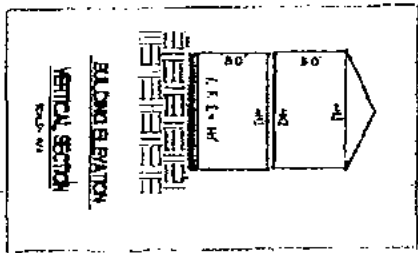
DATE	1/11/81
BY	J.H. MANNEY, INC.
PROJECT NAME	Arbor Heights a Condominium
PROJECT NO.	101 101 101 101 101 101 101 101 101 101
OWNER	
ARCHITECT	
ENGINEER	
PLUMBER	
ELECTRICIAN	
MECHANICAL	
PAINTER	
ROOFER	
GLAZIER	
IRONWORKER	
CONCRETE	
SMITH	
WELDER	
STEEL ERECTOR	
PAVING	
LANDSCAPE ARCHITECT	
ARCHITECTURAL RENDERING	
PHOTOGRAPHY	
MODELING	
OTHER	

EXHIBIT "2"

34

Arbor Heights, a Condominium

Elevation Plan (Buildings 1 through 13)



Building Address: 3001 South Avenue South, St. Petersburg, FL 33712
ELEVATIONS = H (in Feet)

Building Type	Building No.	F.F. Elevation	H1	H2	H3
F	1	+12.07	+20.07	+21.07	+23.07
G	2	+12.06	+21.06	+21.06	+23.06
C	3	+12.05	+20.05	+21.05	+23.05
C	4	+12.05	+20.05	+21.05	+23.05
C	5	+12.05	+20.05	+21.05	+23.05
C	6	+12.06	+20.06	+21.06	+23.06
D	7	+12.13	+20.13	+21.13	+23.13
D	8	+12.18	+20.18	+21.18	+23.18
A	9	+12.13	+20.13	+21.13	+23.13
B	10	+12.06	+20.06	+21.06	+23.06
D	11	+12.09	+20.09	+21.09	+23.09
B	12	+12.19	+20.19	+21.19	+23.19
A	13	+12.05	+20.05	+21.05	+23.05

ABBREVIATIONS

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED
 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED

DATE	DESCRIPTION



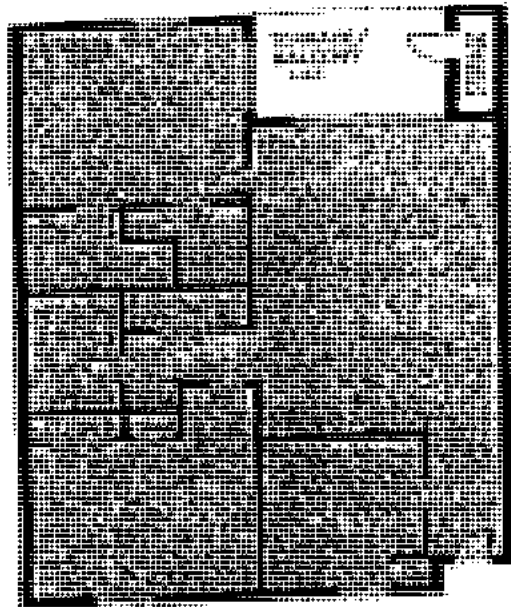
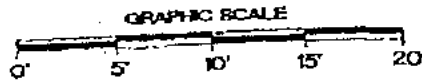
Arbor Heights, a Condominium
 3001 SOUTH AVENUE SOUTH, ST. PETERSBURG, FL 33712

EXHIBIT '2'

35

Arbor Heights, a Condominium

Unit Type



UNIT TYPE "2"

ABBREVIATIONS

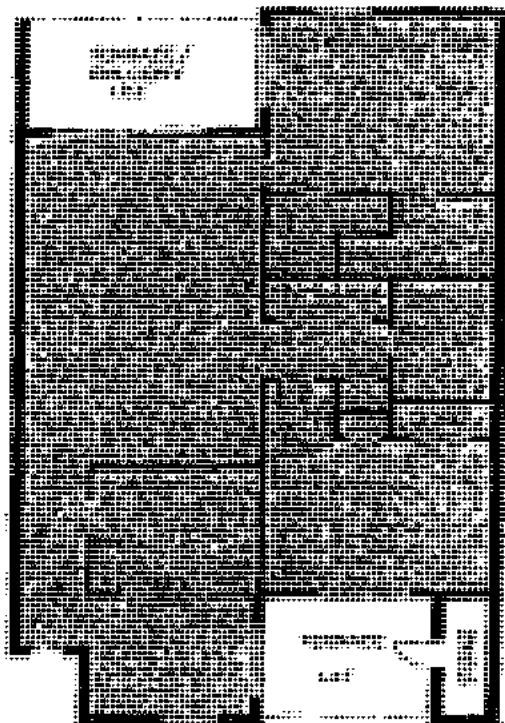
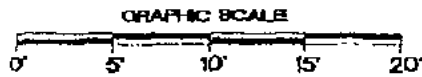
- (C.C.) - CHANGES LIMITED COMMON ELEMENT
- (C.C.) - CHANGES COMMON ELEMENT

EXHIBIT "2"

J.H. MANUCY, INC. COMMERCIAL DESIGN SERVICES 1000 SOUTH AVENUE SUITE 517 PENSACOLA, FL 32507 TEL: 904-233-1111			Arbor Heights, a Condominium 1000 SOUTH AVENUE SUITE 517 PENSACOLA, FL 32507	<table border="1"><tr><td>DATE</td><td>01/18/07</td></tr><tr><td>SCALE</td><td>1/8" = 1'-0"</td></tr><tr><td>PROJECT</td><td>ARBOR HEIGHTS</td></tr><tr><td>DRAWN BY</td><td>J.H. MANUCY</td></tr><tr><td>CHECKED BY</td><td>J.H. MANUCY</td></tr><tr><td>DATE</td><td>01/18/07</td></tr></table>	DATE	01/18/07	SCALE	1/8" = 1'-0"	PROJECT	ARBOR HEIGHTS	DRAWN BY	J.H. MANUCY	CHECKED BY	J.H. MANUCY	DATE	01/18/07	36
DATE	01/18/07																
SCALE	1/8" = 1'-0"																
PROJECT	ARBOR HEIGHTS																
DRAWN BY	J.H. MANUCY																
CHECKED BY	J.H. MANUCY																
DATE	01/18/07																

Arbor Heights, a Condominium

Unit Type



UNIT TYPE "JC"

ABBREVIATIONS

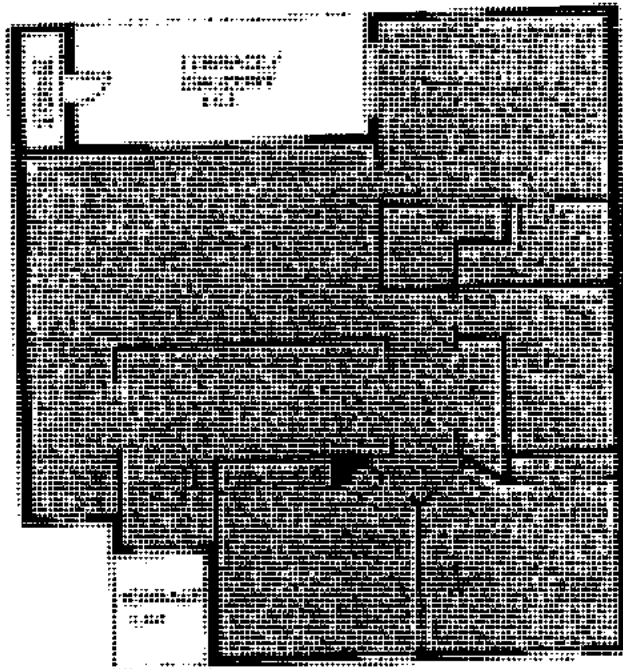
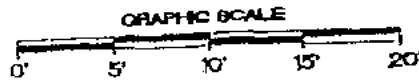
(C.C.) - DENOTES COMMON ELEMENT
 (C.E.) - DENOTES COMMON ELEMENT

EXHIBIT "2"

<p>J.H. MANUCY, INC. 1001 50th Avenue South, Suite 100, Birmingham, AL 35212 Telephone: 205-988-1111</p>		<p>Arbor Heights, a Condominium 1001 50th Avenue South, Suite 100, Birmingham, AL 35212</p>	<p>37</p>
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Arbor Heights, a Condominium

Unit Type



UNIT TYPE "III"

ABBREVIATIONS

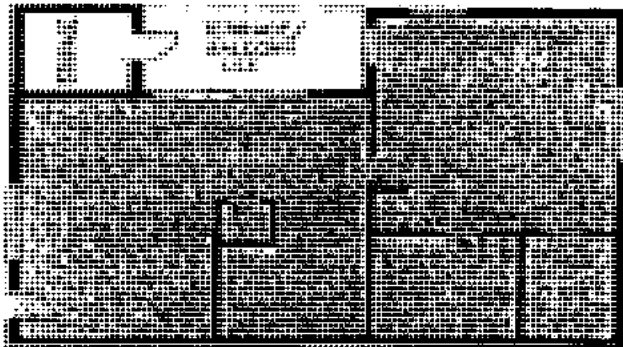
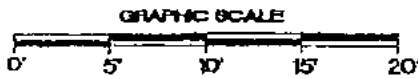
- (K-C) - DENOTES LIMITED COMMON ELEMENT
- (C) - DENOTES COMMON ELEMENT

EXHIBIT "2"

<p>J.H. MANUCY, INC. PLANNING ARCHITECTS ENGINEERS</p>		<p>Arbor Heights, a Condominium 3001 WEST AVENUE SOUTH SUITE 100 MIAMI, FL 33133</p>	<p>38</p>
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Arbor Heights, a Condominium

Unit Type





UNIT TYPE "IV"

ABBREVIATIONS

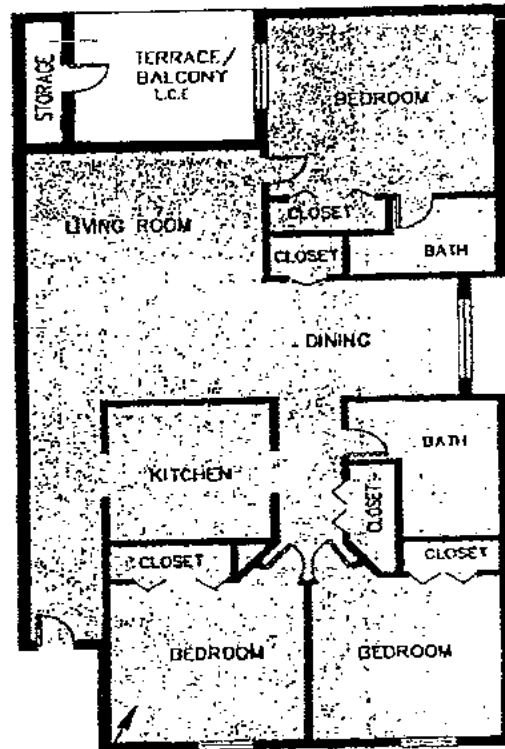
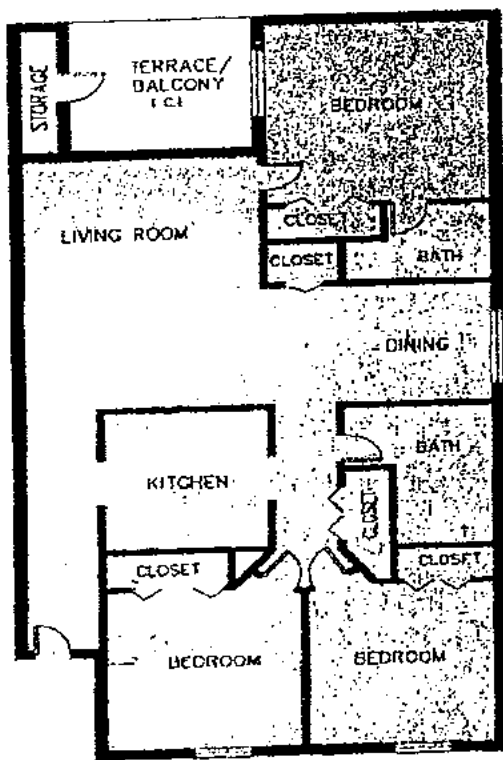
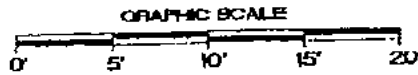
(C.F.) - COMMON ELEMENT
(C.E.) - OWNER'S COMMON ELEMENT

EXHIBIT "2"

O.J.H. MANUCY, INC. SURVEYORS & ENGINEERS 1000 N. W. 10th St., Ft. Lauderdale, FL 33304 Tel. (305) 461-1111	 	Arbor Heights, a Condominium 3008 58th Avenue South, Ft. Lauderdale, FL 33322	39
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Arbor Heights, a Condominium

Unit Type



UNITS OF THE EDHWH 1001, 1002, 1045, 1048, 1201, 1202, 1215 AND 1216

UNIT TYPE "V"

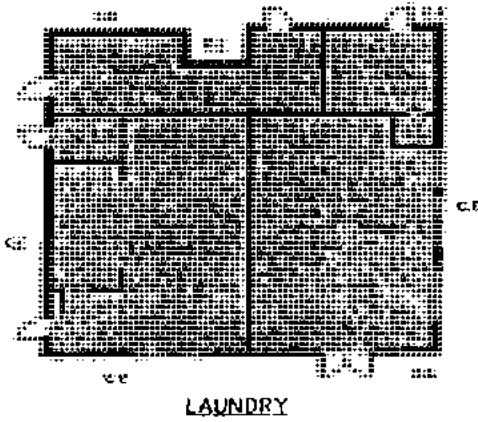
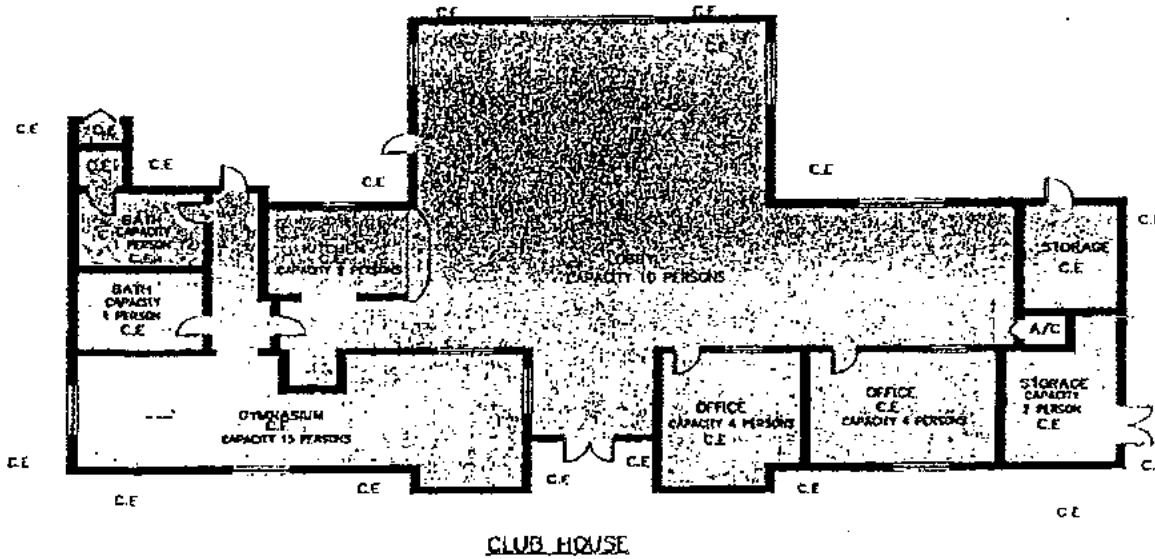
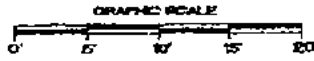
ABBREVIATIONS
 (L.C.E.) DENOTES LIMITED COMMON ELEMENT
 (C.E.) DENOTES COMMON ELEMENT

EXHIBIT "2"

<p>J.H. MANACY, INC. REAL ESTATE DEVELOPMENT 1001 SOUTH AVENUE SOUTH, SUITE 100, PETERSBURG, VA 23127 (804) 747-1111</p>		<p>Arbor Heights, a Condominium 1001 SOUTH AVENUE SOUTH, SUITE 100, PETERSBURG, VA 23127</p>	<p>NO. 40</p>
--	--	--	---------------

Arbor Heights, a Condominium

Club House and Laundry



ABBREVIATIONS
 (C.E.) - DENOTES LIMITED COMMON ELEMENT
 (CC) - DENOTES COMMON ELEMENT

EXHIBIT "2"

<p>J.H. MANACY, INC. ARCHITECTS</p>		<p>Arbor Heights, a Condominium 3001 56TH AVENUE, SOUTH, ST. PETERSBURG, FL 33712</p>	<p>DATE: 10/15/88 DRAWN BY: J.H. MANACY CHECKED BY: J.H. MANACY PROJECT NO.: 88-001 SHEET NO.: 41</p>
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Arbor Heights, a Condominium

Summary Table No. 1

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
	101	1	2 BEDROOM-2 BATHROOM
	102	1	2 BEDROOM-2 BATHROOM
	103	1	2 BEDROOM-2 BATHROOM
	104	1	2 BEDROOM-2 BATHROOM
	105	1	2 BEDROOM-2 BATHROOM
	106	1	2 BEDROOM-2 BATHROOM
	107	1	2 BEDROOM-2 BATHROOM
	108	1	2 BEDROOM-2 BATHROOM
	109	N	1 BEDROOM-1 BATHROOM
	110	N	1 BEDROOM-1 BATHROOM
	111	N	1 BEDROOM-1 BATHROOM
	112	N	1 BEDROOM-1 BATHROOM
"X" REPRESENTS BUILDING No. 1 IN THIS TABLE			

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
	201	1	2 BEDROOM-2 BATHROOM
	202	1	2 BEDROOM-2 BATHROOM
	203	1	2 BEDROOM-2 BATHROOM
	204	1	2 BEDROOM-2 BATHROOM
	205	1	2 BEDROOM-2 BATHROOM
	206	1	2 BEDROOM-2 BATHROOM
	207	1	2 BEDROOM-2 BATHROOM
	208	1	2 BEDROOM-2 BATHROOM
	209	1	2 BEDROOM-2 BATHROOM
	210	1	2 BEDROOM-2 BATHROOM
	211	1	2 BEDROOM-2 BATHROOM
	212	1	2 BEDROOM-2 BATHROOM
	213	1	2 BEDROOM-2 BATHROOM
	214	1	2 BEDROOM-2 BATHROOM
"X" REPRESENTS BUILDING No. 2 IN THIS TABLE			

ABBREVIATIONS

2-BEDRM 2-BATH UNIT WITH COMMON ELEMENTS
(2-BDR, 2-BATHS, COMMON ELEMENTS)

1-BEDRM 1-BATH UNIT WITH COMMON ELEMENTS
(1-BDR, 1-BATH, COMMON ELEMENTS)

N - NON-RESIDENTIAL UNIT

X - REPRESENTS BUILDING NO. 1 IN THIS TABLE

X - REPRESENTS BUILDING NO. 2 IN THIS TABLE



Arbor Heights, a Condominium
321 45th Avenue, Suite 100, Forest Hills, NY 11375

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EXHIBIT "2"

Arbor Heights, a Condominium

Summary Table No. 2

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
	301	N	1 BEDROOM-1 BATHROOM
	302	N	1 BEDROOM-1 BATHROOM
	303	N	1 BEDROOM-1 BATHROOM
	304	N	1 BEDROOM-1 BATHROOM
	305	I	2 BEDROOM-2 BATHROOM
	306	I	2 BEDROOM-2 BATHROOM
	307	I	2 BEDROOM-2 BATHROOM
	308	I	2 BEDROOM-2 BATHROOM
	309	I	2 BEDROOM-2 BATHROOM
	310	I	2 BEDROOM-2 BATHROOM
	311	I	2 BEDROOM-2 BATHROOM
	312	I	2 BEDROOM-2 BATHROOM
	313	N	1 BEDROOM-1 BATHROOM
	314	N	1 BEDROOM-1 BATHROOM
	315	N	1 BEDROOM-1 BATHROOM
	316	N	1 BEDROOM-1 BATHROOM
X PRESENTS BUILDING No. 3 IN THIS TABLE			

X
[TYPE C]

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
	401	N	1 BEDROOM-1 BATHROOM
	402	N	1 BEDROOM-1 BATHROOM
	403	N	1 BEDROOM-1 BATHROOM
	404	N	1 BEDROOM-1 BATHROOM
	405	I	2 BEDROOM-2 BATHROOM
	406	I	2 BEDROOM-2 BATHROOM
	407	I	2 BEDROOM-2 BATHROOM
	408	I	2 BEDROOM-2 BATHROOM
	409	I	2 BEDROOM-2 BATHROOM
	410	I	2 BEDROOM-2 BATHROOM
	411	I	2 BEDROOM-2 BATHROOM
	412	I	2 BEDROOM-2 BATHROOM
	413	N	1 BEDROOM-1 BATHROOM
	414	N	1 BEDROOM-1 BATHROOM
	415	N	1 BEDROOM-1 BATHROOM
	418	N	1 BEDROOM-1 BATHROOM
X PRESENTS BUILDING No. 4 IN THIS TABLE			

X
[TYPE C]

ABBREVIATIONS
 (A.C.) - AIR CONDITIONING
 (C.L.) - COMMON ELEMENTS
 (E.C.) - ELEVATOR CAGES
 (S.C.) - SERVICE CHIMNEY

EXHIBIT "2"

J.J.H. MANUFACTURING, INC. 1000 N. W. 10th St., Ft. Lauderdale, Fla. 33304 (305) 546-1111			PROJECT NAME Arbor Heights, a Condominium 221 SW 10th Ave. SW, Ft. Lauderdale, FL 33304	UNIT NO. 43
UNIT NUMBER UNIT TYPE UNIT AREA UNIT PRICE				

Arbor Heights, a Condominium

Summary Table No. 3

X PREPARENTS BUILDING NO. 3 IN THIS TABLE

BUILDING NO.	UNIT NO.	UNIT TYPE	DESCRIPTION
501	N	N	1 BEDROOM 1 BATHROOM
502	N	N	1 BEDROOM 1 BATHROOM
503	N	N	1 BEDROOM 1 BATHROOM
504	N	N	1 BEDROOM 1 BATHROOM
505	N	N	2 BEDROOM 2 BATHROOM
506	N	N	2 BEDROOM 2 BATHROOM
507	N	N	2 BEDROOM 2 BATHROOM
508	N	N	2 BEDROOM 2 BATHROOM
509	N	N	2 BEDROOM 2 BATHROOM
510	N	N	2 BEDROOM 2 BATHROOM
511	N	N	2 BEDROOM 2 BATHROOM
512	N	N	2 BEDROOM 2 BATHROOM
513	N	N	1 BEDROOM 1 BATHROOM
514	N	N	1 BEDROOM 1 BATHROOM
515	N	N	1 BEDROOM 1 BATHROOM
516	N	N	1 BEDROOM 1 BATHROOM

X PREPARENTS BUILDING NO. 6 IN THIS TABLE

BUILDING NO.	UNIT NO.	UNIT TYPE	DESCRIPTION
601	N	N	1 BEDROOM 1 BATHROOM
602	N	N	1 BEDROOM 1 BATHROOM
603	N	N	1 BEDROOM 1 BATHROOM
604	N	N	1 BEDROOM 1 BATHROOM
605	N	N	2 BEDROOM 2 BATHROOM
606	N	N	2 BEDROOM 2 BATHROOM
607	N	N	2 BEDROOM 2 BATHROOM
608	N	N	2 BEDROOM 2 BATHROOM
609	N	N	2 BEDROOM 2 BATHROOM
610	N	N	2 BEDROOM 2 BATHROOM
611	N	N	2 BEDROOM 2 BATHROOM
612	N	N	2 BEDROOM 2 BATHROOM
613	N	N	1 BEDROOM 1 BATHROOM
614	N	N	1 BEDROOM 1 BATHROOM
615	N	N	1 BEDROOM 1 BATHROOM
616	N	N	1 BEDROOM 1 BATHROOM

ABBREVIATIONS

N.E.L. - NORTH SOUTH CORNER PLANNING
 C.E.L. - SOUTH SOUTH CORNER PLANNING

UNIT NO.	1
UNIT TYPE	N
DESCRIPTION	1 BEDROOM 1 BATHROOM
DATE	1/1/81
BY	...



Arbor Heights a Condominium
 520 1ST AVENUE S.W. ST. PETERSBURG, FL 33711

EXHIBIT "2"

Arbor Heights, a Condominium

Summary Table No. 4

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
"X" PREPRESENTS BUILDING No. 7 IN THIS TABLE	701	1	3 BEDROOM; 2 BATHROOM
	702	1	3 BEDROOM; 2 BATHROOM
	703	1	2 BEDROOM; 2 BATHROOM
	704	1	2 BEDROOM; 2 BATHROOM
	705	1	2 BEDROOM; 2 BATHROOM
	706	1	2 BEDROOM; 2 BATHROOM
	707	1	2 BEDROOM; 2 BATHROOM
	708	1	2 BEDROOM; 2 BATHROOM
	709	1	2 BEDROOM; 2 BATHROOM
	710	1	2 BEDROOM; 2 BATHROOM
	711	1	3 BEDROOM; 2 BATHROOM
	712	1	3 BEDROOM; 2 BATHROOM

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
"X" PREPRESENTS BUILDING No. 8 IN THIS TABLE	801	1	3 BEDROOM; 2 BATHROOM
	802	1	3 BEDROOM; 2 BATHROOM
	803	1	2 BEDROOM; 2 BATHROOM
	804	1	2 BEDROOM; 2 BATHROOM
	805	1	2 BEDROOM; 2 BATHROOM
	806	1	2 BEDROOM; 2 BATHROOM
	807	1	2 BEDROOM; 2 BATHROOM
	808	1	2 BEDROOM; 2 BATHROOM
	809	1	2 BEDROOM; 2 BATHROOM
	810	1	2 BEDROOM; 2 BATHROOM
	811	1	3 BEDROOM; 2 BATHROOM
	812	1	3 BEDROOM; 2 BATHROOM

ABBREVIATIONS
 ALL IN SQUARE FEET
 (SEE "GENERAL NOTES" PAGE 1)

DATE LISTED	NO. OF UNITS
RECORD NUMBER	



Arthur Heights & Condominium
 1000 20th Street, S.E., St. Petersburg, FL 33701

DATE LISTED	NO. OF UNITS
RECORD NUMBER	
45	

EXHIBIT "2"

Arbor Heights, a Condominium

Summary Table No. 5

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
[TYPE A]	901	1	2 BEDROOM 2 BATHROOM
	902	1	2 BEDROOM 2 BATHROOM
	903	1	2 BEDROOM 2 BATHROOM
	904	1	2 BEDROOM 2 BATHROOM
	905	1	2 BEDROOM 2 BATHROOM
	906	1	2 BEDROOM 2 BATHROOM
	907	1	2 BEDROOM 2 BATHROOM
	908	1	2 BEDROOM 2 BATHROOM
	909	1	2 BEDROOM 2 BATHROOM
	910	1	2 BEDROOM 2 BATHROOM
	911	1	2 BEDROOM 2 BATHROOM
	912	1	2 BEDROOM 2 BATHROOM

X PREPRESENTS BUILDING No. 9 IN THIS TABLE

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
[TYPE B]	1001	V	3 BEDROOM 2 BATHROOM
	1002	V	3 BEDROOM 2 BATHROOM
	1003	V	3 BEDROOM 2 BATHROOM
	1004	V	3 BEDROOM 2 BATHROOM
	1005	V	3 BEDROOM 2 BATHROOM
	1006	V	3 BEDROOM 2 BATHROOM
	1007	V	3 BEDROOM 2 BATHROOM
	1008	V	3 BEDROOM 2 BATHROOM
	1009	V	3 BEDROOM 2 BATHROOM
	1010	V	3 BEDROOM 2 BATHROOM
	1011	V	3 BEDROOM 2 BATHROOM
	1012	V	3 BEDROOM 2 BATHROOM
1013	V	3 BEDROOM 2 BATHROOM	
1014	V	3 BEDROOM 2 BATHROOM	
1015	V	3 BEDROOM 2 BATHROOM	
1016	V	3 BEDROOM 2 BATHROOM	

X PREPRESENTS BUILDING No. 10 IN THIS TABLE

ABBREVIATIONS
 ALL IN SQUARE FEET
 (SEE UNIT AND COMMON AREA)

OWNER J.H. MANLEY, INC. 10000 W. GULF BLVD., SUITE 100 PENSACOLA, FL 32508	PROJECT NAME Arbor Heights a Condominium 201 8th Street South, S. Petersburg, FL 33707	UNIT NO. 46
DATE 11/15/00	SCALE AS SHOWN	REVISIONS

EXHIBIT "2"

Arbor Heights, a Condominium

Summary Table No. 6

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
	1101	I	3 BEDROOM 2 BATHROOM
	1102	I	3 BEDROOM 2 BATHROOM
	1103	I	2 BEDROOM 2 BATHROOM
	1104	I	2 BEDROOM 2 BATHROOM
	1105	I	2 BEDROOM 2 BATHROOM
"X"	1106	I	2 BEDROOM 2 BATHROOM
"X"	1107	I	2 BEDROOM 2 BATHROOM
(TYPE D)	1108	I	2 BEDROOM 2 BATHROOM
	1109	I	2 BEDROOM 2 BATHROOM
	1110	I	2 BEDROOM 2 BATHROOM
	1111	I	3 BEDROOM 2 BATHROOM
	1112	I	3 BEDROOM 2 BATHROOM

*X PREPRESENTS BUILDING No. 11 IN THIS TABLE

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
	1201	V	3 BEDROOM 2 BATHROOM
	1202	V	3 BEDROOM 2 BATHROOM
	1203	V	3 BEDROOM 2 BATHROOM
	1204	V	3 BEDROOM 2 BATHROOM
	1205	V	3 BEDROOM 2 BATHROOM
"X"	1206	V	3 BEDROOM 2 BATHROOM
"X"	1207	V	3 BEDROOM 2 BATHROOM
"X"	1208	V	3 BEDROOM 2 BATHROOM
(TYPE B)	1209	V	3 BEDROOM 2 BATHROOM
	1210	V	3 BEDROOM 2 BATHROOM
	1211	V	3 BEDROOM 2 BATHROOM
	1212	V	3 BEDROOM 2 BATHROOM
	1213	V	3 BEDROOM 2 BATHROOM
	1214	V	3 BEDROOM 2 BATHROOM
	1215	V	3 BEDROOM 2 BATHROOM
	1216	V	3 BEDROOM 2 BATHROOM

*X PREPRESENTS BUILDING No. 12 IN THIS TABLE

ABBREVIATIONS

ALL OTHERS AS SHOWN ON DRAWING
 (SEE NOTES DRAWING 1001)

<p>O.J.H. MANLEY, INC. 1001 N. W. 10th St., Ft. Lauderdale, FL 33304 (954) 561-1111</p>	<p>Arbor Heights, a Condominium 201 N. W. 10th St., Ft. Lauderdale, FL 33304</p>	<p>EXHIBIT "2"</p> <p style="text-align: right; font-size: 24pt; font-weight: bold;">47</p>
--	--	--

Arbor Heights, a Condominium

Summary Table No. 7

BUILDING No.	UNIT No.	UNIT TYPE	DESCRIPTION
	1301	-	2 BEDROOM/2 BATHROOM
	1302	-	2 BEDROOM/2 BATHROOM
	1303	-	2 BEDROOM/2 BATHROOM
	1304	-	2 BEDROOM/2 BATHROOM
	1305	-	2 BEDROOM/2 BATHROOM
	1306	-	2 BEDROOM/2 BATHROOM
	1307	-	2 BEDROOM/2 BATHROOM
	1308	-	2 BEDROOM/2 BATHROOM
	1309	-	2 BEDROOM/2 BATHROOM
	1310	-	2 BEDROOM/2 BATHROOM
	1311	-	2 BEDROOM/2 BATHROOM
	1312	-	2 BEDROOM/2 BATHROOM

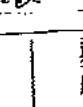
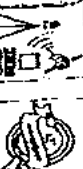
X PREPARENTS BUILDING No. 13 IN THIS TABLE

ABBREVIATIONS

ALL OTHERS ARE TO BE EXCLUDED UNLESS SPECIFICALLY NOTED OTHERWISE

UNIT	UNIT NO.	UNIT TYPE	DESCRIPTION
1301	1301	-	2 BEDROOM/2 BATHROOM
1302	1302	-	2 BEDROOM/2 BATHROOM
1303	1303	-	2 BEDROOM/2 BATHROOM
1304	1304	-	2 BEDROOM/2 BATHROOM
1305	1305	-	2 BEDROOM/2 BATHROOM
1306	1306	-	2 BEDROOM/2 BATHROOM
1307	1307	-	2 BEDROOM/2 BATHROOM
1308	1308	-	2 BEDROOM/2 BATHROOM
1309	1309	-	2 BEDROOM/2 BATHROOM
1310	1310	-	2 BEDROOM/2 BATHROOM
1311	1311	-	2 BEDROOM/2 BATHROOM
1312	1312	-	2 BEDROOM/2 BATHROOM

J.H. MANUCCI, INC.
 10000 W. GULF BLVD., SUITE 100
 TAMPA, FL 33607
 (813) 834-1111



Arbor Heights, a Condominium
 300 5th Avenue, N.E., Tower 7, Unit 7

DATE: 03/13/08
 SHEET: 48
 TOTAL SHEETS: 48
 PROJECT: ARBOR HEIGHTS, A CONDOMINIUM
 DRAWN BY: [Signature]

EXHIBIT '2'

**EXHIBIT "3" TO DECLARATION OF
ARBOR HEIGHTS, A CONDOMINIUM**

**SCHEDULE OF PERCENTAGE SHARES OF OWNERSHIP
OF COMMON ELEMENTS AND COMMON SURPLUS
AND OF SHARING OF COMMON EXPENSES
BASED ON SQUARE FOOTAGE OF EACH UNIT
IN RELATION TO THE TOTAL SQUARE FOOTAGE OF ALL UNITS**

Building	Unit No.	Unit Type	Percentage Share
1	101	I	0.547747%
	102	I	0.547747%
	103	I	0.547747%
	104	I	0.547747%
	105	I	0.547747%
	106	I	0.547747%
	107	I	0.547747%
	108	I	0.547747%
	109	1V	0.3668871%
	110	1V	0.3668871%
	111	1V	0.3668871%
	112	1V	0.3668871%
2	201	II	0.6071724%
	202	II	0.6071724%
	203	II	0.6071724%
	204	II	0.6071724%
	205	II	0.6071724%
	206	II	0.6071724%
	207	II	0.6071724%
	208	II	0.6071724%
	209	II	0.6071724%
	210	II	0.6071724%
	211	II	0.6071724%
	212	II	0.6071724%
	213	II	0.6071724%
	214	II	0.6071724%
3	301	IV	0.3668871%
	302	IV	0.3668871%
	303	IV	0.3668871%
	304	IV	0.3668871%
	305	I	0.547747%
	306	I	0.547747%
	307	I	0.547747%
	308	I	0.547747%
	309	I	0.547747%
	310	I	0.547747%
	311	I	0.547747%
	312	I	0.547747%
	313	IV	0.3668871%
	314	IV	0.3668871%
	315	IV	0.3668871%
4	401	IV	1.429%
	402	IV	0.3668871%
	403	IV	0.3668871%
	404	IV	0.3668871%
	405	I	0.547747%
	406	I	0.547747%
	407	I	0.547747%

Building	Unit No.	Unit Type	Percentage Share
	408	I	0.547747%
	409	I	0.547747%
	410	I	0.547747%
	411	I	0.547747%
	412	I	0.547747%
	413	IV	0.3668871%
	414	IV	0.3668871%
	415	IV	0.3668871%
	416	IV	0.3668871%
5	501	IV	0.3868871%
	502	IV	0.3668871%
	503	IV	0.3668871%
	504	IV	0.3668871%
	505	I	0.547747%
	508	I	0.547747%
	507	I	0.547747%
	508	I	0.547747%
	509	I	0.547747%
	510	I	0.547747%
	511	I	0.547747%
	512	I	0.547747%
	513	IV	0.3668871%
	514	IV	0.3668871%
6	601	IV	0.3668871%
	602	IV	0.3668871%
	603	IV	0.3668871%
	604	IV	0.3668871%
	606	I	0.547747%
	606	I	0.547747%
	607	I	0.547747%
	608	I	0.547747%
	609	I	0.547747%
	610	I	0.547747%
	611	I	0.547747%
	612	I	0.547747%
	613	IV	0.3668871%
	614	IV	0.3668871%
	615	IV	0.3668871%
	616	IV	0.3668871%
7	701	III	0.6885593%
	702	III	0.6885593%
	703	I	0.547747%
	704	I	0.547747%
	705	I	0.547747%
	708	I	0.547747%
	707	I	0.547747%
	708	I	0.547747%
	709	I	0.547747%
	710	I	0.547747%
	711	III	0.6885593%
	712	III	0.6885593%
8	801	III	0.6885593%
	802	III	0.6885593%
	803	I	0.547747%
	804	I	0.547747%
	806	I	0.547747%
	808	I	0.547747%
	807	I	0.547747%

Building	Unit No.	Unit Type	Percentage Share
	808	I	0.547747%
	809	I	0.547747%
	810	I	0.547747%
	811	III	0.6885693%
	812	III	0.6885693%
9	901	I	0.547747%
	902	I	0.547747%
	903	I	0.547747%
	904	I	0.547747%
	905	I	0.547747%
	906	I	0.547747%
	907	I	0.547747%
	908	I	0.547747%
	909	I	0.547747%
	910	I	0.547747%
	911	I	0.547747%
	912	I	0.547747%
10	1001	V	0.682100%
	1002	V	0.682100%
	1003	V	0.682100%
	1004	V	0.682100%
	1005	V	0.682100%
	1006	V	0.682100%
	1007	V	0.682100%
	1008	V	0.682100%
	1009	V	0.682100%
	1010	V	0.682100%
	1011	V	0.682100%
	1012	V	0.682100%
	1013	V	0.682100%
	1014	V	0.682100%
	1015	V	0.682100%
	1016	V	0.682100%
11	1101	III	
	1102	III	
	1103	I	0.547747%
	1104	I	0.547747%
	1105	I	0.547747%
	1106	I	0.547747%
	1107	I	0.547747%
	1108	I	0.547747%
	1109	I	0.547747%
	1110	I	0.547747%
	1111	III	
	1112	III	
12	1201	V	0.682100%
	1202	V	0.682100%
	1203	V	0.682100%
	1204	V	0.682100%
	1205	V	0.682100%
	1206	V	0.682100%
	1207	V	0.682100%
	1208	V	0.682100%
	1209	V	0.682100%
	1210	V	0.682100%
	1211	V	0.682100%
	1212	V	0.682100%

Building	Unit No.	Unit Type	Percentage Share
	1213	V	0.682100%
	1214	V	0.882100%
	1215	V	0.682100%
	1218	V	0.682100%
13	1301	I	0.547747%
	1302	I	0.547747%
	1303	I	0.547747%
	1304	I	0.547747%
	1305	I	0.547747%
	1306	I	0.547747%
	1307	I	0.547747%
	1308	I	0.547747%
	1309	I	0.547747%
	1310	I	0.547747%
	1311	I	0.547747%
	1312	I	100%

PREPARED BY AND SHOULD BE
RETURNED TO:
RICHARD A. ZACUR, ESQUIRE
Zacur & Graham, P.A.
5200 Central Avenue
St. Petersburg, Florida 33707

**AMENDMENTS TO DECLARATION OF
CONDOMINIUM OF ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Board of Directors and members of ARBOR GROVE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "Association," desires to amend the Declaration and By-Laws for said association, which Declaration of Condominium and By-Laws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 14909, beginning with Page 1389, et seq.

WHEREAS, meetings of the Board of Directors of the Association and said unit owners/members were duly called in accordance with the Declaration of Condominium and By-Laws, after proper notice was given to the unit owners/members.

WHEREAS, such meetings took place on December 11, 2021 and March 10, 2022, there was present a quorum of Directors and a quorum of unit owners/members as defined and required by the Declaration of Condominium for said Association.

WHEREAS, after due consideration, of said proposed amendments, which amendments were proposed by resolution by said Directors, same were presented for a vote, and accepted by the required vote of the Board of Directors, and said amendments were approved by the vote of the required percentage of unit owners/members according to the provisions of the Declaration of Condominium. The proposed amendment to Paragraph 8 concerning Additions, Alterations or Improvements was passed at the December 11, 2021 meeting of the unit

owners/members. The proposed amendment to Paragraph 17.3, Pets, was approved by the unit owners at the meeting held on March 10, 2022.

WHEREAS, that the Board of Directors and the owners/members have approved the Amendments to the Declaration, said Amendments are hereinafter provided.

NOW THEREFORE, said Declaration shall be hereby amended pursuant to the heretofore stated authority and requirements, which Amendments are to be provided within said Declaration, and said Amendments are as follows:

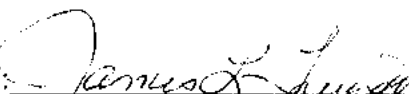
1. 8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of ~~5%~~ 25% of the annual budget for the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate less than ~~5%~~ 25% of the annual budget for the Association in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

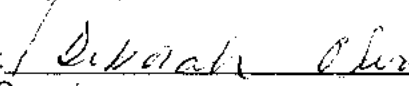
2. 17.3 Pets. Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain up to two (2) household pets (except fish and birds for which there is no limit on the number) in his Unit, to be limited to dogs and/or cats, more specifically one (1) dog and one (1) cat, or two (2) dogs or two (2) cats, but no more than two (2) pets total, but not two (2) of either, (or other household pets defined as such and specifically permitted by the Association such as fish and caged (domestic type) birds), provided that such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not kept, bred or maintained for any commercial purpose, (c) not left unattended on balconies or in lanai areas, (d) generally, not a nuisance to residents of other

Units or of neighboring buildings and (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall, and does hereby, fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on balconies when the Owner is not in the Unit. Without limiting the generality of Section 19 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, ~~the right to fine Unit owners (as provided in any applicable~~ rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. This Section 17.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

RESOLVED, further, that said Amendments to the Declaration of Condominium of the Association are hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

ARBOR GROVE CONDOMINIUM
ASSOCIATION, INC.

BY: 
President

By: 
Secretary

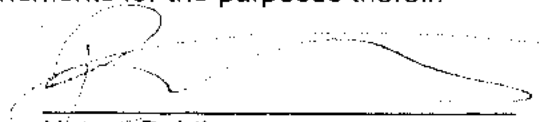
STATE OF FLORIDA

COUNTY OF PINELLAS

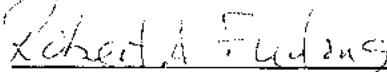
The foregoing instrument was acknowledged via physical presence OR online notarizations, before me this 29th day of April, 2022, by JAMES L. TRUXA, the President and DEBORAH OLIVER, the Secretary, who are personally known to me or who have produced _____!

_____ as identification and who did take an oath and depose and say that he/she executed the foregoing Amendments for the purposes therein expressed.

My commission expires:



Notary Public



Notary Name Typed/Printed

(Coding: Words in underscored type indicate additions and/or amendment from the original Declaration, By-Laws or Articles of Incorporation. Unless amended herein, all paragraphs not amended or altered shall remain in full force and effect including all sub-paragraphs.)

PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF ARBOR GROVE, A CONDOMINIUM

The following are proposed amendments to the Declaration of Condominium of Arbor Grove, A Condominium, originally recorded in Official Records Book 14909, Page 1389 et seq., within the Public Records of Pinellas County, Florida, and as subsequently amended.

*NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and *** indicates omitted text.*

ITEM 1. Section 18.1 of the Declaration is amended to read as follows:

18. Selling, Mortgaging and Leasing of Units.

18.1 Sales. ~~There are no restrictions on the sale or transfer of Units.~~ No owner may dispose of a unit or any interest therein without approval of the Association. Prior to any sale or transfer of any unit to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors of the anticipated closing date, a photocopy of any purchase agreement, the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information as may be reasonably required by the Board of Directors. The owner may also be required to pay a reasonable application fee in connection with the proposed transfer, not to exceed the maximum amount permitted by Florida law. Within thirty (30) days after all information reasonably requested by the Board of Directors has been received, along with the application fee as may be established from time to time by the Association, the Board of Directors shall either approve or disapprove of a proposed sale or transfer and shall notify the owner in writing of its decision; failure of the Board of Directors to notify the owner within such thirty (30) days shall be deemed approval. The unit owner must provide to the buyer a copy of the governing documents and any other disclosures required by the Florida Statutes.

A. Grounds for disapproval of a transfer may include, without limitation, the following:

1. A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.
2. A history evidencing actions which indicate a disregard for, or indifference concerning, rules and regulations associated with community living.
3. Providing untimely, false, or incomplete information in connection with the application.
4. Poor credit history.
5. Delinquent monetary obligations owed to the Association.

- B. Disapproval. If a proposed transfer is disapproved by the Association, the unit owner shall be advised in writing and the transfer shall not be made. The Association has neither the duty to purchase such unit, nor to provide an alternate purchaser, nor assumes any responsibility for the denial of a transfer.
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ITEM 2. Section 18.2 of the Declaration is amended to read as follows:

18. Selling, Mortgaging and Leasing of Units.

18.2 Leases. No portion of a Unit (other than an entire Unit) may be rented. No lease shall be for a term of less than thirty (30) days, nor more than six (6) months in any twelve (12) month period. However, annual (12 month) leases for long-term tenants are also permitted consistent with the procedures set forth herein. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and the By-laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association.

- A. Nothing herein shall interfere with the access rights of the Unit Owner 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 Owners.
- B. ~~As of the date of this Amendment, n~~No more than twenty percent (20%) of the Units may be rented under an annual lease at any time. Units currently being rented will be grandfathered in. If rentals drop below twenty percent (20%), annual Units rentals will be considered on a first come first served basis. If rentals have reached are over the twenty percent (20%) maximum, the Board has the right to deny any further lease applications until the maximum rentals falls below the twenty percent (20%) maximum. Buyers. Short term, seasonal rentals, of not less than thirty (30) days no more than six (6) months in any twelve (12) month period shall not be subject to this provision and shall be excluded from the 20% calculation.
- C. Any convicted or registered sexual predator listed an any state or federal sex offender registry shall be prohibited from leasing or otherwise occupying any Unit.

~~Prior to occupancy of any property subject to administration by the Association, the Board is empowered to inquire into the criminal conviction, credit and employment history of an applicant. Persons convicted of felonies which include violence or are of a sexual nature may be rejected for transfers of title or leases without further obligation. Applicants must have a credit score of over 600 (lower credit score will be considered if Owner references/ background check are favorable). Additionally, the Board may disapprove any proposed transfer based on the credit and employment history of the Applicant.~~

- ~~D. The Owner or Lessee must pay a \$100 an application fee, not exceeding the maximum amount permitted by Florida law, to defray the costs of a background check of the proposed lessees. Copies of all leases must be kept in the clubhouse Office.~~
- ~~E. Lease renewals will not be automatically granted. The Board will review all lease renewals and will have the right to refuse a lease renewal if tenants violate the condominium documents and/or rules and regulations or do not meet the rental criteria.~~

~~Seasonal rentals shall be allowed for short term seasonal guests, which must be registered with the office. The seasonal rentals shall not be included in the 20% limitation.~~

- ~~E. The Board has the authority to promulgate rules to implement the provisions hereof.~~
- ~~G. Grounds for disapproval of a lease may include, without limitation, the following:~~
 - ~~1. A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.~~
 - ~~2. A history evidencing actions which indicate a disregard for, or indifference concerning, rules and regulations associated with community living.~~
 - ~~3. Providing untimely, false, or incomplete information in connection with the application.~~
 - ~~4. Poor credit history of the applicant(s).~~
 - ~~5. Delinquent monetary obligations owed to the Association by the Owner of the Unit.~~
- ~~H. Disapproval. If a proposed lease is disapproved by the Association, the unit owner shall be advised in writing and the lease shall not be made. The Association has neither the duty to lease such unit, nor to provide an alternate tenant, nor assumes any responsibility for the denial of a lease.~~

END OF PROPOSED AMENDMENTS

Prepared by and return to:
Monique E. Parker, Esq.
Rabin Parker Gurley, P.A.
2653 McCormick Drive
Clearwater, Florida 33759

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF ARBOR GROVE, A CONDOMINIUM

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Declaration of Condominium of Arbor Grove, A Condominium, recorded in Official Records Book 14909, Page 1389, et seq., in the Public Records of Pinellas County, Florida was amended at a duly called meeting of the members of the Arbor Grove Condominium Association, Inc., on October 19, 2023. The adopted amendments are attached hereto.

IN WITNESS WHEREOF, the Arbor Grove Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 3 day of January, 2024.

Sarah Corona
(Signature of Witness #1)
Sarah Corona
(Printed Name of Witness #1)
Cheryl Singleton
(Signature of Witness #2)
Cheryl Singleton
(Printed Name of Witness #2)

ARBOR GROVE CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
(Signature)
RONALD HANLOW
(Printed Name and Title)
PRESIDENT

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of January, 2024, by Ronald Hamlow as President of the Arbor Grove Condominium Association, Inc., on behalf of the corporation, and is personally known to me or has produced Drivers License as identification.

My Commission Expires: 7-21-25

[Signature]
NOTARY PUBLIC - State of Florida at Large

LORI ANN BAX
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH152084
MY COMMISSION EXPIRES JUL. 21, 2025

BY-LAWS
OF
ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized
under the laws of the State of Florida

1. Identity. These are the By-Laws of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Pinellas County, Florida, and known as ARBOR HEIGHTS, A CONDOMINIUM (the "Condominium").

1.1 Principal Office. The principal office of the Association shall be at the location of the Condominium or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

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

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meetings. The annual members meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

3.2 Special Meetings. Special members meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to participate in the annual and special meetings of the Unit Owners with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting may do so provided that the owner has filed a written request with the Secretary of the Association not less than 48 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all unit owners

speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions:

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 48 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

(e) The Association is entitled to a copy (at the expense of the Association) of the audio or video taping.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Unit Owner, unless the Unit owner waives in writing, the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice, which notice must include an agenda, shall be effected not less than fourteen (14) days, nor more than thirty-four (34) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property or Association Property upon which all notices of members meetings shall be posted; however, if there is no Condominium Property or Association Property upon which notices can be posted, this requirement shall not apply. Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representatives) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer or agent of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members meetings shall be attained by the presence, either in person or by proxy, of no less than 25% of the total Voting Interest of the Association Members.

3.6 Voting.

(a) Number of Votes. In any meeting of members, each Unit shall be entitled to one vote. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of

the Unit owners" and "majority of the members" shall mean a majority of the votes of members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit owners at which a quorum shall have been attained. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.7 Proxies. Votes may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes taken to waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.9 Order of Business. If a quorum has been attained, the order of business at annual members meetings, and, if applicable, at other members meetings, shall be:

- (a) Collection of election ballots;
- (b) Call to order by President;
- (c) Appointment by the President of a chairman of the meeting (who need not be a member, officer or a director);

- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading of minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of Directors to be elected;
- (j) Election of Directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

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

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document. Notwithstanding anything to the contrary contained in these Bylaws, the Association must hold a duly called meeting of the Unit Owners not less frequently than once each year.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, but must be an odd number, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of the Developer, must be Unit Owners who are 18 years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

4.2 Election of Directors. Election of Directors shall be held at the annual members meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days prior to the scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election meeting to all Unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days prior to the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Association shall have no liability for the contents of the information sheets prepared by the candidates.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board, in general elections or elections to fill vacancies caused by, resignation or otherwise, except that when a majority of the Board is recalled at a meeting, limited proxies may be used to elect replacement board members at the election called at said meeting. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting. Notwithstanding the provisions of this Section 4.2, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board. Notwithstanding the provisions of this Section 4.2 or Section 3.7, the Association may, by the affirmative vote of a majority of the total voting interests of the Association, provide for different voting and election procedures in the By-Laws, which vote may be by a proxy specifically delineating the different voting and election procedures and may provide for elections to be conducted by limited or general proxy.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members (such as in the case of the resignation of a Director) shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Subject to the provisions of Section 718.112 (2) (j), Florida Statutes, any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Association Members) or by written agreement signed by a majority of the owners of all Units. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the condominium Property a notice describing the intended action and giving the Association an opportunity to fill the

vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. In the event that the number of directors is increased as permitted herein, by vote of a majority of the membership, staggered terms for such directors may be established. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held as soon as possible from the date of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed that would allow for proper notice of the organizational meeting as provided herein for regular meetings.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any item not included on the notice of meeting may be taken up on an emergency basis by at least a majority of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property or Association Property upon which all notices of Board and/or Committee meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the owner of each Unit.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or as required by the Act. The provisions of Section 4.6 shall otherwise apply with respect to the Special Meetings.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened.

4.9 Quorum. A quorum at Directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.12 Presiding officer. The presiding officer at the Directors meetings shall be the President who may, however, designate any other person (whether or not a Unit Owner).

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

1. Proof of due notice of meeting;
2. Reading and disposal of any unapproved minutes;
3. Reports of officers and committees;
4. Election of officers;
5. Unfinished business;
6. New business;
7. Adjournment.

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

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

4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be

entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven years after recordation of the Declaration creating Phase I of the Condominium whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days notice is given to Unit Owners of Developer's decision to cause certain of its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within a reasonable time after Unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than ninety (90) days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association simultaneously with the transfer of control, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the condominium:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

(c) A copy of the By-Laws of the Association.

(d) The minute books, including all minutes, and other books and records of the Association.

(e) Any rules and regulations which have been adopted.

(f) Resignations of resigning officers and Board members who were appointed by the Developer.

(g) Within sixty (60) days after turnover, the financial records, including financial statements of the association, and source documents since the incorporation of the association through the date of the turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be an audit from incorporation of the Association or from the period covered by the last audit. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the developer was charged and paid the proper amounts of assessments.

(h) Association funds or the control thereof.

(l) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of the Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) Insurance policies.

(l) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

(n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(p) Leases of the Common Elements and other leases to which the Association is a party, if applicable.

(q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(r) All other contracts to which the Association is a party.

(s) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Elements.

(b) Determining the expenses required for the operation of the Condominium and the Association.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring units or other property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium Property.

(k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a unit.

(n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed 25% of the annual budget for the Association in the aggregate in any calendar year. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.

(p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings (and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the lease or sublease of Units or an assignment of a lease or sublease not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

(u) Responding to complaints of Unit Owners in accordance with all requirements of applicable law.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year after the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. If a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of any condominium operated by the Association in the aggregate that exceeds five percent (5%) of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, the following contracts are not subject to the competitive bid requirements of this Section 5.2:

(a) contracts with employees of the Association and contracts for attorneys', accountants', architects', engineering, community association manager, and landscape architects' services;

(b) any renewal of a contract awarded under the competitive bid procedures of this Section 5.2, provided that the contract contains a provision that allows the Board to cancel the contract on thirty (30) days' notice; and

(c) contracts for materials, equipment or services provided under a local government franchise agreement by a franchise holder.

Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County. To the extent permitted by law, the Association may opt out of the provisions of this Section 5.2.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (at least two (2) of whom must be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any

meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership trust Unit Owners).

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

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

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

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Fiduciary Duty. The officers and directors of the Association have a fiduciary relationship to the Unit Owners. An officer, director or manager may not solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly solicits, offers to accept or accepts any thing or service of a value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 Budget.

(a) **Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit owners in accordance with the provisions of the Declaration. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000 of the annual budget for the Association in the aggregate in any calendar year. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves for one or both of the first two (2) fiscal years of operation of the Association, after which time, reserves may only be waived or reduced upon the vote of a majority of non-Developer voting interests present at a duly called meeting of the Association. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) **Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.

(ii) **Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners (i.e., 10% of the voting interests in the Association) received by the Board of Directors within twenty-one (21) days of the date that the Board adopted the budget being challenged, a special meeting of the Unit Owners shall be held within sixty (60) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least fourteen (14) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require an approval of Owners of not less than a majority of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(iii) **Determination of Budget Amount.** In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and quarterly (or monthly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full quarters (or months) of the fiscal year left as of the date of such amended Assessments, each such quarterly (or monthly) installment to be paid on the first day of the quarter (or month), commencing the first day of the next ensuing quarter (or month). If only a partial quarter (or month) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments. Special Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. Reserve funds, Working Capital and operating funds of the Association may not be commingled.

10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remainder of the Assessments due for the budget year in which the claim of lien was filed upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the Assessments for the next twelve (12) months shall be due upon the date the claim of lien is filed.

10.6 Fidelity Bonds. Fidelity bonds of at least the maximum funds that will be in the custody of the Association or its management agent shall be required by the Board of Directors for all persons handling or responsible for Association funds as well as the President, Secretary and Treasurer in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Cost for recreation facilities;
- (d) Expenses for refuse collection and utility services;
- (e) Expenses for lawn care;
- (f) Cost for building maintenance and repair;
- (g) Insurance costs and taxes;
- (h) Administrative and salary expenses; and
- (i) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.

10.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons participating in said meeting.

13. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

13.1 Notice. The full text of any proposed amendment, in the format set forth in Section 718.112(2) (h) (2), Florida Statutes, shall be included in the notice of a meeting at which a proposed amendment is to be considered.

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(n) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 75% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.

13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the county. No by-law shall be revised or amended by reference to its title alone. Proposals to amend existing by-laws shall contain the full text of the by-law to be amended, new words should be added to the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the amendment, it is not necessary to use underlining and hyphens, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by-law. See by-law . . . for present text".

14. Rules and Regulations. Attached as Exhibit 6 to the Declaration are initial Rules and Regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

17. Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
- (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit owners, which minutes shall be retained for a period of not less than 7 years.
- (g) A current roster of all Unit Owners, their mailing Unit identifications, voting certifications, email addresses if the Unit Owner elects to receive notices via email, and if known, telephone numbers;
- (h) All current insurance policies of the Association and the Condominium;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit Owners have an obligation or responsibility;
- (j) Bills of sale for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
 - 1. Accurate, itemized, and detailed records for all receipts and expenditures.
 - 2. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - 3. All audits, reviews, accounting statements, and financial reports of the Association or Condominium (as may otherwise be required herein).
 - 4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
- (l) Accurate, itemized, and detailed records for all receipts and expenditures.
- (m) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of 1 year from the date of the meeting to which the documents relates;
- (n) All rental records where the Association is acting as agent for the rental of Units.

(o) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually.

The official records of the Association shall be maintained in the county in which the Condominium is located. The records of the Association shall be made available to a Unit Owner within ten (10) working days after receipt of written request by the Board or its designee, which may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property or Association Property.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet, to ensure their availability to Unit owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same.

Notwithstanding the foregoing, the following records shall not be accessible to Unit Owners:

1. A record which was prepared by the Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
2. Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.
3. Any medical records of any Unit Owner that is obtained by or given to the Association for any reason.

18. Written Inquiries. When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

19. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Condominium Units to the applicable fire and safety code.

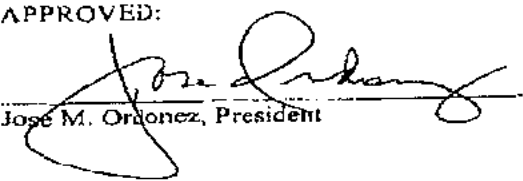
20. Conveyances to Condemning Authorities. The Association shall have a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

21. Disputes. Prior to the institution of court litigation, as said term is defined in Section 718.1255(1) Florida Statutes, a party to a "dispute," shall petition the Division of Condominiums for non-binding arbitration in accordance with Section 718.1255(4), Florida Statutes.

22. Inclusion of Florida Law. Notwithstanding anything to the contrary set forth in these By-Laws, all provisions of Florida Statutes Section 718.112(a) - (m), existing as of the date hereof, which may not be expressly set forth herein, are deemed to be included in these By-Laws.

The foregoing was adopted as the By-Laws of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 24th day of January, 2006.

APPROVED:



Jose M. Ordonez, President

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KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2012012032 01/17/2012 at 10:11 AM
OFF REC BK: 17461 PG: 881-884
DocType:RST RECORDING: \$35.50

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698

SPACE ABOVE THIS LINE FOR RECORDING DATA

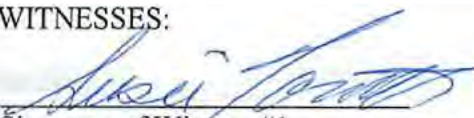
**CERTIFICATE OF AMENDMENT TO THE BYLAWS &
DECLARATION OF CONDOMINIUM
FOR
ARBOR HEIGHTS, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Arbor Heights Condominium Association, Inc. as described in Official Records Book 14909, Page 1389, et. seq. of the Public Records and Plat Book 96, Page 40 of Pinellas County, Florida, was duly approved in the manner required therein at a meeting of the Members held on December 5, 2011.


IN WITNESS WHEREOF, we have affixed our hands this 19th day of December, 2011 at Pinellas County, Florida.

ARBOR HEIGHTS CONDOMINIUM
ASSOCIATION, INC., a Florida
not-for-profit corporation

WITNESSES:


Signature of Witness #1

SUSIE TONIHOFF
Printed Name of Witness #1


Signature of Witness #2

JAMES GHIDOSI
Printed Name of Witness #2

By: 
John Winzenried, President

Attest: 
Barbara Laskett, Secretary

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)


BEFORE ME, the undersigned authority, personally appeared John Winzenried and Barbara Laskett, to me known to be the President and Secretary, respectively, of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me ~~or have produced~~ _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 19th day of December, 2011.

Lisa M. Pilgrim
Notary Public

Printed Name: Lisa M. Pilgrim

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
 Lisa M. Pilgrim
Commission # EE044790
Expires: DEC. 28, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

**ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUMS
OF
ARBOR HEIGHTS, A CONDOMINIUM**

1. Section 18.2 of the Declaration of Condominium is hereby amended, as follows; additions indicated by underlining; deletions indicated by strike throughs:

~~Section 18.2. Leases. Leasing of Units is permitted without the consent of the Board of Directors, however each Unit Owner who leases his Unit must provide the Association with a notice of the lease as well as pertinent identification and contact information for the lessee. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement document or instrument governing the Condominium. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association.~~

Nothing herein shall interfere with the access rights of the Unit Owner 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 Owners.

As of the date of this Amendment, no more than twenty (20%) percent of the Units may be rented at any time. Units currently being rented will be grandfathered in. If rentals drop below twenty (20%) percent, Units will be considered on a first come first serve basis. If rentals are over the twenty (20%) percent, the Board has the right to deny Buyers. Any convicted or registered sexual predator listed in any state or federal sex offender registry shall be prohibited from leasing or otherwise occupying any Unit. Prior to occupancy of any property subject to administration by the Association, the Board is empowered to inquire into the criminal conviction, credit and employment history of an applicant. Persons convicted of felonies which include violence or are of a sexual nature may be rejected for transfers of title or leases without further obligation. Applicant's must have a credit score of over 600 (lower credit score will be considered if Owner references/background check are favorable).

Additionally, the Board may disapprove any proposed transfer based on the credit and employment history of the Applicant. The Owner or Lessee must pay a \$100 application fee, to defray the costs of a background check of the proposed lessees. Copies of all leases must be kept in the Clubhouse Office. Lease renewals will not be automatically granted. The Board will review all lease renewals, and will have the right to refuse a lease renewal if tenants violate the condominium documents and/or rules and regulations or do not meet the rental criteria. Seasonal rentals shall be allowed for short-term seasonal guests, which must be registered with the office. The seasonal rentals shall not be included in the 20% limitation. The Board has the authority to promulgate rules to implement the provisions hereof.

**ADOPTED AMENDMENT TO THE BYLAWS
OF
ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC.**

1. It is adopted to amend the Bylaws to add Section 4.4.1; additions indicated by underlining; deletions indicated by strike throughs:

4.4.1. Directors must attend seventy-five (75%) of all meetings in person. Any Director who falls below that percentage shall be deemed to have resigned from the Board. The remaining Directors may fill the vacancy for the remainder of the term of the position.

050-208-0381 1/27/2006 1:24 PAGE 002/002 Florida Dept of State



January 27, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC.
3001 58TH AVENUE SOUTH
ST. PETERSBURG, FL 33712

The Articles of Incorporation for ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC. were filed on January 26, 2006, and assigned document number H0600000044. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and Filed under FAX audit number H06000019120.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Doris Brown
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 406A00005946

050-205-0381

1/27/2008 1:24

PAGE 001/002

Florida Dept of State



State of Florida

 Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on January 26, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000019120. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000000844.

Authentication Code: 406A00005946-012706-N06000000844-1/1

Given under my hand and the
 Great Seal of the State of Florida,
 at Tallahassee, the Capital, this the
 Twenty-seventh day of January, 2006



Sue M. Cobb
 Sue M. Cobb
 Secretary of State

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**ARTICLES OF INCORPORATION FOR
ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws". The initial principal office and mailing address of the Association shall be 3001 58th Avenue South, St. Petersburg, Florida 33712, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Pinellas County, Florida, and known as ARBOR HEIGHTS, A CONDOMINIUM (the "Condominium").

**ARTICLE 3
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Pinellas County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 4
POWERS**

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

4.1 **General.** The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 **Enumeration.** The Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments (including Special Assessments) and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

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(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments (including Special Assessments), preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

(j) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unites of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors of the Association as such owner's agent and attorney-in-fact to execute, any and all such documents or consents.

4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

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**ARTICLE 5
MEMBERS**

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special Meetings of members other than the annual meeting.

**ARTICLE 6
TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE 7
INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

NAME	Ana V. De Villiers
ADDRESS	c/o Fieldstone Lester Shear & Denberg, LLP 201 Alhambra Circle, Suite 601 Coral Gables, Florida 33134

**ARTICLE 8
OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President:</u>	Jose M. Ordoñez 1701 W. 37 th Street, Suite 17 Hialeah, FL 33012
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Vice President/Secretary: Mark Rossbach
1701 W. 37th Street, Suite 17
Hialeah, FL 33012

Treasurer: Javier Jaramillo
1701 W. 37th Street, Suite 17
Hialeah, FL 33012

**ARTICLE 9
DIRECTORS**

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors, other than designee of the Developer, must be members of the Association.

9.2 Duties and Powers. All of the duties and powers of the Association Existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

Jose M. Ordonez
1701 W. 37th Street, Suite 17
Hialeah, FL 33012

Mark Rossbach
1701 W. 37th Street, Suite 17
Hialeah, FL 33012

Javier Jaramillo
1701 W. 37th Street, Suite 17
Hialeah, FL 33012

9.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in Question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by one

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or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented: legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party to any proceeding by reason of the fact that he is or was a director, employee, officer, agent or committee member (each, an "Indemnitee") of the Association, against liability incurred by him in connection with such proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.3 Expenses. To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any proceeding referred to in Section 10.1 or 10.2, above, or in defense of any claim, issue or matter therein; he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

10.4 Advancing Expenses. Expenses incurred by an officer or director in Defending a civil or criminal proceeding shall be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the affected director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association as authorized in this Article 10. Expenses incurred by other Indemnitees may be paid in advance upon such terms and conditions as the Board deems appropriate.

10.5 Determination of Applicability. Any indemnification under subsection 10.1 or subsection 10.2, unless pursuant to a determination by a court, shall be made by the Association only

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as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 10.1 or subsection 10.2. Such determination shall be made:

(a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such Proceeding;

(b) If such a quorum is not obtainable or, even if obtainable by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(i) selected by the Board of Directors prescribed in Paragraph (a) or the committee prescribed in subparagraph (b); or

(ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

(d) By a majority of the voting interests of the members) of the Association who were not parties to such proceeding.

10.6 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 10.1(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

10.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise. However, indemnification shall not be made to or on behalf of, and all advanced expenses shall be repaid by, any Indemnitee if a judgment, or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (a) a violation of the criminal law, unless the Indemnitee had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful; (b) a transaction from which the director, officer, employee or agent derived an improper personal benefit; or (c) willful misconduct or a conscious disregard for the best interest of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor. The indemnification and advancement of expenses provided by this Article shall continue, unless otherwise provided when authorized or ratified, as to a person who has ceased to be a director, officer, employee, agent or committee member and shall inure to the benefit of the heirs and personal representatives of such person, unless otherwise provided when authorized or ratified.

10.8 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Indemnitee of the Association, or is or was serving, at the request of the Association, as a director, officer, employee, agent or committee member of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

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10.9 Alternative Relief. Despite any contrary determination of the Board of Directors to provide indemnification in any particular case, an Indemnitee of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

10.10 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

10.11 Definitions. For purposes of this Article 10, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

10.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any Indemnitee who has not given his prior written consent to such amendment.

**ARTICLE 11
BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

**ARTICLE 12
AMENDMENTS**

Amendments to the Articles shall be proposed and adopted in the following manners:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

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12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Pinellas County, Florida.

12.6 Conflicts. In the event of any conflict between the provisions of these Articles and the Declaration and/or the By-Laws, the Declaration shall have priority over these Articles and these Articles shall have priority over the By-Laws.

ARTICLE 13
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at Fieldstone Lester Shear & Denberg, LLP, 201 Alhambra Circle, Suite 601, Coral Gables, Florida 33134 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Ana V. De Villiers.

IN WITNESS WHEREOF the Incorporator has affixed her signature the day and year set forth below.



ANA V. DE VILLIERS

((H06000019120 3))

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the state of Florida.

- 1. The name of the corporation is:
ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC.
- 2. The name and address of the registered agent and office is:

Ana V. De Villiers
201 Alhambra Circle
Suite 601
Coral Gables, Florida 33134




Ana V. De Villiers

Title: Incorporator

Date: January 23, 2006

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



Ana V. De Villiers

Date: January 23, 2006

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((H06000019120 3))



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 7, 2015

TIMOTHY P. DRISCOLL, ESQ.
RAHDERT STEELE REYNOLDS & DRISCOLL, P.L.
535 CENTRAL AVENUE
ST. PETERSBURG, FL 33701

Re: Document Number N0600000844

The Articles of Amendment to the Articles of Incorporation for ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC. which changed its name to ARBOR GROVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, were filed on May 4, 2015.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 515A00009618

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify from the records of this office that ARBOR GROVE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 26, 2006.

The document number of this corporation is N06000000844.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on April 6, 2015 and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of May, 2015



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 4, 2015, to Articles of Incorporation for ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC. which changed its name to ARBOR GROVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N06000000844.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of May, 2015



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

Articles of Amendment
to
Articles of Incorporation
of

FILED
SECRETARY OF STATE
DIVISION OF CORP.
2015 MAY -4 PM 4:25

Arbor Heights Condominium Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N06000000844

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Arbor Grove Condominium Association, Inc.

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

*(Principal office address **MUST BE A STREET ADDRESS**)*

C. Enter new mailing address, if applicable:

*(Mailing address **MAY BE A POST OFFICE BOX**)*

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: _____

(Florida street address)

New Registered Office Address:

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, If changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, If changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

**CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION FOR
OF
ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, ARBOR HEIGHTS, A CONDOMINIUM, was created pursuant to the laws of the State of Florida, by the recording of a Declaration of Condominium therefor at Official Records Book 14909, Page 1389, of the Public Records of Pinellas County, Florida ("Declaration"); and

WHEREAS, the Articles of Incorporation of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC. are recorded at Official Records Book 14909, Page 1502, of the Public Records of Pinellas County, Florida ("Articles"); and

WHEREAS, subsequent to the creation of said condominium, ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC. (the "Association") as the condominium association for said condominium, considered adoption of an amendment to the Articles; and

WHEREAS, the foregoing amendment was approved by the members of the Association and the board of directors thereof, as required by law and the Articles;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the Title to the Articles, Article 1, and Article 2, and paragraph 1 of the Certificate of Designation Registered Agent/Registered Office of the Articles of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC., pertaining to name of the condominium and the condominium association, are hereby amended as follows:

The title to the Articles shall be:

**ARTICLES OF INCORPORATION FOR
ARBOR HEIGHTS GROVE CONDOMINIUM ASSOCIATION, INC.**

Article 1 shall be:

**ARTICLE 1
NAME**

The name of the corporation shall be ARBOR HEIGHTS GROVE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association" these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws". The initial principal office and mailing address of the Association shall be 3001 58th Avenue South, St. Petersburg, Florida 33712, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

Article 2 shall be:

ARTICLE 2
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Pinellas County, Florida, and known as ARBOR HEIGHTS GROVE, A CONDOMINIUM (the "Condominium").

Paragraph 1 of the Certificate of Designation Registered Agent/Registered Office shall be:

1. The name of the corporation is:

ARBOR HEIGHTS GROVE CONDOMINIUM ASSOCIATION, INC.

~~Strikeout~~ text is deleted; underlined text is added.

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed this 27th day of April, 2015.

Witnesses:

[Signature]

Name Printed James G. DiDossi

[Signature]

Name Printed Elizabeth Bozza

ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC.

By: [Signature]

JOHN WENZENRIED as
President (Name Printed)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27th day of April, 2015 by John Wenzenried, as President of ARBOR HEIGHTS CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me, or who did produce _____, as identification, and who did take an oath.

My Commission Expires: 3/23/18

[Signature]
Notary Public

Commission No. FF 105341

Name Printed SUSIE TONIUTTI



Arbor Grove Revised Patio Specifications

1. Footprint Dimensions: Should be no larger than the width of the adjacent lanai and extend out no wider than eight (8) feet. A 2' wide X 3' in length addition for the *Storage of a grill is allowed on either side, not the end.
2. Materials: The surface should be of flat, non textured pavers measuring 12" X 12", or 16" X 16" square in cement or gray in color bordered by a 4X4" pressure treated wood or concrete border edge.
3. Construction: Patios must be a free-standing structure and cannot be affixed to the building or slab in any way. Patio pavers must be installed and maintained even and level.
4. Underlayment: The suggested underlayment should be shell or lava rock. Sand is not recommended as it will wash away over time.
5. Furnishings: Only outdoor will be allowed outside on the patio. No bold or neon colors are to be outside the unit and furniture must fit fully on patio. No umbrellas are to be on the patio.
6. Planters/Pots: No more that 4 planter boxes or pots are to be on or around the patio. They cannot be taller than 4 high including the plant - no trees. Any landscaping must be also approved by the board. No planters or pots are to be of bold or neon colors. Storage containers, buckets, kitchen pots, pans and bowls are not acceptable planters & pots.
7. Approval form: Prior to building the patio the owner must first contact the Association to submit the required paperwork for the plan. Once submitted the Association will inspect the location and determine if there are no pipes, sprinklers or electrical lines that may have to be relocated. If it is deemed ok the approval will be given to commence work.

Once the patio is completed the Community Association Manager will inspect to ensure compliancy.

Revised 3/27/2023

