

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
THE TOWERS, A CONDOMINIUM

[Substantial rewording of the Declaration of Condominium. See existing
Declaration of Condominium for present text.]

KNOW ALL MEN BY THESE PRESENTS, that the Unit Owners of The Towers, a Condominium, do hereby amend and restate the Declaration of Condominium of The Towers, a Condominium, pursuant to Chapter 718, Florida Statutes.

In the original Declaration of Condominium of The Towers, a Condominium, as originally recorded in Official Records Book 744, Page 944 et. seq. of the Public Records of Sarasota County on May 29, 1968, as amended (the "Original Declaration"), certain property described in the survey, plot and floor plan recorded in Condominium Book 2, Pages 43 through 43C of the Public Records of Sarasota County, Florida on May 29, 1968 was submitted to the condominium form of ownership.

The submission of the land to the condominium form of ownership in the Original Declaration is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium of The Towers, a Condominium, the Members of The Towers Owners Association, Inc. hereby amend and restate the Original Declaration and its exhibits in their entirety. The provisions of this Amended and Restated Declaration of Condominium shall be and are covenants running with the land and shall govern The Towers, a Condominium, perpetually unless amended, modified or terminated as provided in this Amended and Restated Declaration of Condominium. This Amended and Restated Declaration of Condominium shall bind all persons and entities owning a condominium unit in The Towers, a Condominium, and all persons claiming by, through or under them.

ARTICLE 1
DEFINITIONS

1. Definitions. As used herein or elsewhere in the Condominium Documents, the terms used herein shall have the meaning described in the Condominium Act unless otherwise defined herein.

1.1 "Articles of Incorporation" means and refers to the Amended and Restated Articles of Incorporation of The Towers Owners Association, Inc. A copy of the Articles of Incorporation is attached hereto and incorporated herein as Exhibit "B" to this Declaration.

1.2 "Assessment" means and refers to a share of the funds required for the payment of Common Expenses, which from time to time is levied by the Association against a Unit and Unit Owner.

1.3 "Association" means and refers to The Towers Owners Association, Inc., a corporation not for profit organized under the laws of the State of Florida for the operation of the Condominium.

1.4 "Association Property" means and refers to property owned by the Association.

1.5 "Board of Directors" means and refers to the representative body which is responsible for the administration of the Association's affairs and which is the same body that is sometimes referred to as the "Board of Administration" in the Condominium Act.

1.6 "Bylaws" means and refers to the Amended and Restated Bylaws of The Towers Owners Association, Inc. A copy of the Bylaws is attached hereto and incorporated herein as Exhibit "C" to this Declaration.

1.7 "Common Elements" means and refers to all of the property submitted to the condominium form of ownership that is not within the boundaries of a Unit including, without limitation, those items specified in this Declaration.

1.8 "Common Expenses" means and refers to those expenses incurred by the Association in the performance of its duties, including, without limitation, the expenses specified in Section 718.115, Florida Statutes, and this Declaration.

1.9 "Common Surplus" means the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus shall be determined in the same manner as Common Expenses.

1.10 "Condominium" means and refers to The Towers, a Condominium.

1.11 "Condominium Act" means and refers to Chapter 718, Florida Statutes, as it now exists or as it may be subsequently amended or renumbered from time to time in the future.

1.12 "Condominium Parcel" means and refers to a Unit together with its Limited Common Elements, if any, together with its undivided share in the Common Elements appurtenant to said Unit and when the context permits, the term includes all appurtenances to the Unit.

1.13 "Condominium Property" means and refers to the land and property interests subjected to the condominium form of ownership under this Declaration, all improvements on the land as depicted on the Plat or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or to the Limited Common

Elements or Common Elements by the Unit Owners, including any of their predecessors in title, are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

1.14 "Condominium" means and refers to The Towers, a Condominium, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

1.15 "Declaration" means and refers to this Amended and Restated Declaration of Condominium of The Towers, a Condominium.

1.16 "Florida Not For Profit Corporation Act" means and refers to Chapter 617, Florida Statutes, as it now exists or as it may be subsequently amended or renumbered from time to time in the future.

1.17 "Guest" means and refers to anyone other than a Unit Owner who uses or occupies a Unit for no more than seven (7) consecutive days or no more than thirty (30) days in a calendar year without consideration for such use or occupancy being given to the Unit Owner, including any relative not within the first degree of consanguinity to the Unit Owner.

1.18 "Governing Documents" means and refers to, collectively, this Declaration; the Plat; the Articles of Incorporation; the Bylaws; and the Rules and Regulations of the Association.

1.19 "Institutional Mortgagee" means and refers to a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government holding a first position mortgage against a Unit or the holder of any first mortgage insured by any agency of the United States Government, such as the Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration.

1.20 "Limited Common Elements" means and refers to those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration or on the Plat. Unless the context requires otherwise, all references in this Declaration to Common Elements shall include Limited Common Elements. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside the boundaries of the Unit, the delegation of maintenance responsibility for the area in the Declaration (by way of example, but not limitation, air conditioning compressors) shall serve to define the area as a Limited Common Element.

1.21 "Limited Common Expense" means and refers to those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common

Element, the costs of which are assessed only against the benefitting Unit Owner(s), as authorized by Section 718.113(1), Florida Statutes, and the Declaration.

1.22 "Member" means and refers to a member of the Association by virtue of being a record Owner of legal title to a Unit.

1.23 "Plat" or "Plat Book" means and refers to the survey, plot and floor plan recorded in Condominium Book 2, Pages 43 through 43C of the Public Records of Sarasota County, Florida on May 29, 1968. A copy of the Plat is attached hereto and incorporated herein as Exhibit "A" to this Declaration.

1.24 "Primary Occupant" means and refers to a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two persons who are not married to each other, or who do not have a domestic partnership, or by a trustee or corporation or other entity which is not a natural person.

1.25 "Rules and Regulations" means and refers to those reasonable rules and regulations adopted, amended, rescinded or enforced by the Board of Directors governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements or Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration. The Association may, but need not, record the Rules and Regulations in the Public Records of Sarasota County, Florida.

1.26 "Tenant" means and refers to anyone other than a Unit Owner who uses or occupies a Unit for consideration or uses or occupies a Unit for more than seven (7) consecutive days or more than thirty (30) days in a calendar year without consideration for such use or occupancy being given to the Unit Owner, including any relative not within the first degree of consanguinity to the Unit Owner.

1.27 "Unit" means and refers to that part of the Condominium Property subject to exclusive ownership or control.

1.28 "Unit Owner" means and refers to the record owner of legal title to a Condominium Parcel.

1.29 "Voting Interests" means and refers to the arrangement established in the Condominium Documents by which the Owner of each Unit individually or Owners collectively are entitled to one (1) vote on behalf of each of the sixty-two (62) Units within the Condominium.

ARTICLE 2

CONDOMINIUM NAME AND DESCRIPTION

2.1 Condominium Name. The name by which this Condominium shall be known and identified is The Towers, a Condominium.

2.2 Condominium Description. The Condominium includes sixty-two (62) Units and Common Elements, including, but not limited to, parking, landscaping, a swimming pool and other facilities.

ARTICLE 3

CONDOMINIUM UNITS

3.1 Unit Description. A Unit is composed of the dimensions as shown on the Plat which are average to unfinished walls and ceilings, and to finished floors, and thus each Unit consists of the space bounded by a vertical projection of the Unit boundary lines as shown on the Plat and the horizontal planes at the floor and ceiling elevations as shown for the building and the respective floors contained therein; notwithstanding the actual location of the walls, ceilings and floors the Unit shall consist of the space as herein defined. For purposes of the foregoing definition, a wall shall be taken to include the plane of the outside vertical surface of screened porches, porches and balconies.

3.2 Unit Identification. The Units shall be known as 1-A through 1-I, inclusive; 2-A through 2-I, inclusive; 3-A through 3-I, inclusive; 4-A through 4-I, inclusive; 5-A through 5-I, inclusive; 6-A through 6-I, inclusive; and 7-A through 7-I, inclusive. Because the mailing addresses for the Units do not mirror the legal descriptions of the Units, the Units may also be described as follows:

Legal = Postal	Legal = Postal	Legal = Postal	Legal = Postal
1-A = 101	2-A = 201	3-A = 301	4-A = 401
1-B = 102	2-B = 202	3-B = 302	4-B = 402
1-C = 103	2-C = 203	3-C = 303	4-C = 403
1-D = 104	2-D = 204	3-D = 304	4-D = 404
1-E = 105	2-E = 205	3-E = 305	4-E = 405
1-F = 106	2-F = 206	3-F = 306	4-F = 406
1-G = 107	2-G = 207	3-G = 307	4-G = 407
1-H = 108	2-H = 208	3-H = 308	4-H = 408
1-I = 109	2-I = 209	3-I = 309	4-I = 409
5-A = 501	6-A = 601	7-A = 701	
5-B = 502	6-B = 602	7-B = 702	
5-C = 503	6-C = 603	7-C = 703	
5-D = 504	6-D = 604	7-D = 704	
5-E = 505	6-E = 605	7-E = 705	
5-F = 506	6-F = 606	7-F = 706	
5-G = 507	6-G = 607	7-G = 707	
5-H = 508	6-H = 608	7-H = 708	
5-I = 509	6-I = 609	7-I = 709	

ARTICLE 4
COMMON ELEMENTS

4.1 Common Elements. There shall be appurtenant to each of the Units, equal ownership of the Common Elements. The Common Elements include the land and all other parts of the Condominium Property not within the boundaries of a Unit unless otherwise provided herein.

4.1.1 Easements as may be necessary through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to more than one Unit or to the Common Elements, are hereby declared to be Common Elements.

4.1.2 Utility services. The property and installations in connection therewith, acquired for the furnishing of services to more than one Unit or to the Common Elements, are hereby declared to be Common Elements.

4.1.3 Building Exterior. All outside surfaces of the building are common elements including porches, and outside lanai sliders and screens. Windows and doors facing the walkways, and lanai wall surfaces and lanai floor surface coverings are not common elements.

4.2 Ownership, Use and Enjoyment. The Common Elements shall be owned in common by all Unit Owners. The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements, except as they may be restricted by the reasonable and uniform Rules and Regulations duly adopted by the Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof.

4.3 Easements. The Board of Directors shall have the right to grant additional easements under, over, across and through the Common Elements to such persons or entities and for such purposes as the Board of Directors may deem appropriate by recording in the Public Records of Sarasota County, Florida, an instrument duly executed by the President or Vice President. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released by all record title holders, lienors and beneficiaries of such easement. None of the easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easement.

4.3.1 Utility and Other Easements. Easements over, through, above and beneath the Units and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to the Units and the Common

Elements; provided, however, that such easements through a Unit shall be only according to original development unless approved in writing by the Unit Owner. The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, as the Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units.

4.3.2 Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective Guests, Tenants, licensees and invitees 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 portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

4.3.3 Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any Common Element or Limited Common Element, or upon any other Unit, by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If a Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

ARTICLE 5

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES

5.1 Each Owner of a Condominium Parcel shall be entitled to an undivided interest in and to the Common Elements and any Common Surplus, and conversely, shall be liable for the payment of a share of the Common Expenses, which share and interest shall be 1/62.

5.2 Common Expenses. The Common Expenses shall be assessed equally against all Unit Owners. In addition to the Common Expenses identified in Section 718.115, Florida Statutes, the Common Expenses include all expenses properly incurred by the Association, including, but not be limited to, the following:

5.2.1 Common Elements. Expenses incurred in the maintenance, preventative maintenance, repair, replacement or protection of the Common Elements, Association Property and any portion of the Units that the Association is obligated by this Declaration to maintain, repair and/or replace.

5.2.2 Declared Expenses. Expenses declared Common Expenses by provisions of the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws and any valid charge against the Condominium Property as a whole.

5.2.3 Insurance. Premiums on Association insurance policies required or allowed by the provisions of this Declaration or by Section 718.111(11), Florida Statutes, and other applicable law, including but not limited to fire, casualty, liability, employee theft, umbrella, directors and officers and other insurance as provided herein.

5.2.4 Management and Administrative Fees. Costs of operation, management and maintenance of the Condominium and the administrative costs of the Association, including, without limitation, professional fees, legal fees, management expenses and all other expenses of carrying out the powers and duties of the Association.

5.2.5 Utility Services. Costs of water, electricity and other utilities that are not separately metered to the individual Units.

5.2.6 Labor, Materials and Supplies. Costs of labor, material and supplies used in conjunction with the Common Elements or operation of the Association.

5.2.7 Alterations and Improvements. The costs of material alterations or substantial improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the Common Elements for the benefit of all the Members upon the vote required by the Declaration.

5.2.8 Repair of Damages. The costs of repair of damages to the Condominium Property caused by casualty in excess of insurance coverage.

5.2.9 Hurricane Protection. The expense of installation, replacement, operation, repair, and maintenance of hurricane protection upon any portion of the Condominium Property, but only if so provided by resolution adopted by the Board of Directors pursuant to Sections 718.115(1)(e) and 718.113(5), Florida Statutes.

5.2.10 Governmental Requirements. Any items or services required by any federal, state, or local governmental entity to be installed upon or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer services for a master meter that services the Condominium.

5.2.11 Driveways, Private Roadways, and Parking Spaces. Any maintenance, repair and/or replacement of any driveways, private roadways, or parking spaces which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property.

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

5.2.13 Communication Services. The cost of communication services as defined in Chapter 202, Florida Statutes, and basic cable expense, unless the provider of such services bills the Unit Owners directly, but only if so elected by the Board of Directors. The Board may elect from time to time to provide such communication services and basic cable expenses to all Units as a Common Expense.

5.2.14 Miscellaneous Costs and Expenses. If so elected by the Board of Directors, the expenses of waste management, water, exterior lighting, and bulk interior and exterior pest control and all other costs and expenses that may be duly incurred by the Association, through its Board of Directors, from time to time in operating, protecting, administering, insuring, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, the Not-For-Profit Corporation Act, this Declaration, the Articles of Incorporation or the Bylaws.

ARTICLE 6

MAINTAINENCE, ALTERATIONS AND IMPROVEMENTS

6.1 Maintenance, Repair and Replacement. Responsibility for the maintenance, repair and replacement of the Condominium Property, and restrictions upon the alteration and improvements thereof, shall be in accordance with the provisions of this Declaration.

6.2 By the Association. The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements, including Limited Common Elements, except for those Limited Common Elements specifically identified as the responsibility of the Unit Owners in this Declaration; the Association Property; and any portion of a Unit for which maintenance responsibility is specifically assigned to the Association in this Declaration.

6.2.1 Utilities. The Association's maintenance responsibility includes, without limitation; all electrical wires and conduits located outside the Unit and serving more than one Unit, except that portion to be maintained by a utility provider or servicer; plumbing fixtures and installations, including water pipes and sewer lines located outside the Unit and serving more than one Unit; cable television and communication lines serving more than one Unit; installations located within a Unit but serving another Unit; or installations located outside the Unit for the furnishing of utilities to more than one Unit or the Common Elements.

6.2.2 Drywall and Interiors. The Association shall be responsible for the maintenance and repair of the drywall constituting the Common Elements, including the interior surface of the exterior boundary walls. However, if damage to drywall on a Unit interior is caused by actions or negligence of the Unit Owner or such Unit Owner's Tenant, or their Guests or invitees, the Unit Owner shall be financially responsible for such maintenance and repair. Decorations of such surfaces, including, but not limited to, paint, wallpapering, paneling, etc. are the sole responsibility of the Unit Owner. The Association's maintenance responsibility does not include interior non-load bearing partitions, electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit.

6.2.3 Incidental Damage. Even if, in connection with the discharge of its maintenance and repair responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property, which the Unit Owner owns or is required to maintain, repair, and replace, the Unit Owner shall remain responsible to maintain, repair, and replace those portions damaged, removed, disassembled, or destroyed, whether or not such portions were originally installed by the Developer.

6.2.4 Upgrades and Additions. Replacement of all upgrades or additions, even if made by the Owner's predecessor in title, shall be the responsibility of the Unit Owner, as shall any screens or frames which the Association must remove in connection with the maintenance and repair of the building, although the Association may have such screen replacement work performed by its contractor, and the Unit Owner will be responsible for reimbursements as a charge.

6.2.5 Sewage Pipes. To replace all sewage pipes located on the Common Elements. The Unit Owner is responsible for the costs of remediating sewage pipe blockages or back-ups if located in a portion of the sewage pipe that services only the Owner's Unit. If the blockage or back-up is located in a portion of a sewage pipe that serves more than one Unit or the Common Elements, the Association is responsible for paying for the costs of remediating the blockage or back-up. The Association's plumber's written determination of where the blockage or back-up is located shall be determinative and binding on all parties.

6.2.6 Electrical. To maintain, repair and replace all portions of the electrical system and distribution lines serving the Common Elements.

6.2.7 Parking Area. To maintain, repair and replace the building parking areas, and the building carport structure as a Common Expense.

6.2.8 No Association Liability for Latent Condition of Property. Notwithstanding the duty of the Association to maintain, replace and repair certain portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance, repair and replacement of the Common Elements, caused by a latent condition of the property that is to be maintained, repaired and replaced by the Association.

6.2.9 No Association Liability for Design or Workmanship Defects. The Association is not liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owner, regardless of whether or not the same shall have been approved by the Association pursuant to the provisions hereof. The Association is not liable for, or is in any manner the guarantor or insurer of the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) is bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and

causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision. As used in this Article, "Association" shall include within its meaning all of the Association's Directors, officers, committee members, and employees.

Without limiting the generality of the foregoing:

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

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

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

(iv) Mold occurs naturally in almost all indoor environments. Mold spores may also enter a Condominium Unit through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof. Therefore, the Association is not responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT UNIT OWNER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

6.3 By the Unit Owners. The Unit Owner's responsibility shall be as follows:

6.3.1 All Portions of Unit and Limited Common Elements. To maintain, repair and replace, at the Owner's sole expense, all portions of the Unit and Limited Common Elements, except the portions specifically required to be maintained, repaired and replaced by the Association.

6.3.2 Interior Portions of Unit. To maintain, repair and replace all interior partitions and walls, and all walls, ceilings and floor interior surfaces, paint, finish, wall paper, decorating and furnishings and the structural framing related thereto (assuming non-load bearing).

6.3.3 Doors. To maintain, repair and replace all exterior and interior doors, exterior doors facing the walkway, and the frames, doorknobs, hinges, locks, and all other mechanisms and components thereof. The Unit Owner shall also be responsible for cleaning and painting the interior surface of the Unit entrance door, and the repair and replacement of the door, and all locks and hardware thereof, all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit, including the storage cage doors outside the Unit; door and window hardware and locks. No Unit entry door or assigned storage cage door shall be replaced without the prior written approval of the Board of Directors. Furthermore, the Unit Owner shall at his own expense maintain, repair and replace, when necessary, all screening and framing within the Owner's Unit and within the Unit's perimeter walls.

6.3.4 Windows and Plate Glass. The Unit Owner shall maintain the exterior windows facing the walkways of a Unit, including the window frame and encasement, glass breakage, the exterior caulking, and painting if needed. The Unit Owner shall be responsible for interior window locking and opening mechanisms, interior caulking (if necessary or desired), screens, the window sills (unless part of the window frame) and glass breakage due to any interior cause. Window glass breakage due to an exterior cause that is determined to be the result of an action by an Owner, tenant, guest, etc., shall be the financial responsibility of the Unit Owner involved in the action. The Unit Owner is responsible for the actions of his tenants or guests which may damage windows. Window replacements due to breakage must be the same style, quality and manufacturer as other windows in the building, if possible. Such replacements must be approved by the Board. By law, the Board may authorize the installation of impact glass or other code compliant windows with approval of a majority of the voting interests. Glass enclosures, including windows of any size, and exterior doors shall be the insurance, maintenance, repair and replacement responsibility of the affected Owner.

6.3.5 Heating and Air Conditioning Equipment. To maintain, repair and replace all portions of the heating and air conditioning equipment (including, without limitation, compressors, ducts, and air handlers) and utility installations and connections serving an individual Unit, no matter where located (except the Association shall maintain chases housing cooling system refrigerant lines), and the coolant lines therein.

6.3.6 Screens and Interior Sliding Glass Doors. To maintain, repair and replace interior window screens, screen doors (including hardware and framing); sliding glass doors and the structural and physical components thereof, including without limitation trim and caulking.

6.3.7 Lanais. The lanais are designated as part of the Unit. The Unit Owner shall be responsible for the maintenance, repair, replacement, care and preservation of the lanai; floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings at the expense of the Unit Owner when necessary for the structural preservation of the Building); fixed and/or interior sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the lanais; and the replacement of light bulbs. Reasonable and well-maintained patio furniture may be kept on the lanais.

The Association shall be responsible for structural maintenance, repair and replacement of lanai and porch floors, ceilings, railings and exterior portions, and also the building walls enclosed by the lanais and porch. Unit owners may not puncture (by nails, hooks, screws or otherwise) lanai or porch floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors. Replacements, alterations or installations of light fixtures on the lanais and porch are subject to Board approval, for consideration of features including color, style, uniformity of appearance and other factors deemed relevant by the Board.

6.3.8 Electrical Systems. To maintain, repair and replace all electrical facilities, wires, fixtures and equipment located within a Unit or exclusively serving a Unit. Unit Owners will be individually responsible for the maintenance, repair and replacement of the electrical system and electrical distribution systems within their own Unit from and including the circuit breaker load center applicable and serving the Unit inward; that is to say, in respect to all distributor lines servicing only the Unit and outlets within the Unit.

6.3.9 Water Pipes and Water Meter. To maintain, repair and replace all water supply pipes serving only the Owner's Unit. If the water supply pipe serves more than one (1) Unit, then the Association will maintain, repair and replace it pursuant to Paragraph 6.2 of the Declaration of Condominium.

6.3.10 Shower Drain, Pan, Fittings, Faucets, Devices, etc. To maintain, repair and replace all shower drain and shower pans, fittings, faucets, devices, and all components exclusively serving the Unit.

6.3.11 Appliances, Items, Furniture and Dryer Vents. To maintain, repair and replace all stoves, refrigerators, fans, water heaters, and other appliances and equipment, all built-in shelves, cabinets, counters, storage areas, closets, and all furniture, furnishings and personal property contained within a Unit, and dryer vents to the point of termination (even if exterior to the Unit), and all other facilities or fixtures located or contained entirely within a Unit which serve only that Unit. A Unit Owner's maintenance responsibility in connection with metal water heaters shall include the obligation to replace metal water heaters every ten (10) years from the date of installation

or at such other time as determined by the Board, in its discretion, in connection with technological advances or improvements.

6.3.12 Hurricane Storm Shutters and Protection. To maintain, repair and replace hurricane storm shutters and hurricane protection serving such Unit Owner's Unit.

6.3.13 Report Need for Repairs to Association. The Unit Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible and shall not make any alterations, additions thereto, or do any work to a Unit or the Common Elements which would jeopardize the safety or soundness of the building containing the Owner's Unit or impair any easement.

6.3.14 Additional Unit Owner Obligations. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to Building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not, or the relocation of cabinets or appliances; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Unit Owner is also required to obtain the prior written approval of the Board of Directors for any project that affects or could affect the Common Elements, such as electrical or plumbing repairs or changes that could go beyond the perimeter of the Unit. For these jobs, qualified contractors with adequate insurance are required to protect the Association's interests.

6.3.15 Non-Disturbance and Incidental Damage. The Unit Owner shall perform all maintenance, repair and replacement without disturbing the rights of other Unit Owners or the Association. The Unit Owner shall be responsible for promptly repairing any incidental damage the Owner, its agent or contractor, causes to another Unit or to the Common Elements while maintaining or repairing the Owner's Unit. Furthermore, the Unit Owner must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act.

6.4 Failure to Maintain and Repair a Unit. In the event the Owner of a Unit fails or refuses to properly maintain, repair or replace any portion of the Unit or Limited Common Elements as required by this Declaration within a reasonable time, the Board of Directors shall have the right to proceed in a court of equity or in arbitration to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorney's fees, including appellate attorney's fees. Additionally, the Board shall have the right to undertake such maintenance, repair or replacement and assess the Unit Owner and the Unit for the necessary sums to make necessary repairs, improvements or corrections. After reasonable advanced written notice, the Board shall have the right for its agents or employees to enter a Unit, perform the necessary work and collect the amount due from the Unit Owner. The amount shall be due and payable within thirty (30) days after written

notice of the Assessment is provided to the Unit Owner. If such Assessment remains unpaid after said thirty (30) day time period, the Association may proceed to collect such Assessment via a common law lien.

6.5 Owner Caused Damage. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act, omission or negligence, or by that of any member of his Family or his or her Tenant, Guest, Invitee, employee, contractor, or agents. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions.

Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in Condominiums located in Florida's coastal communities, Condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, if such coverages are available. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association, or its designated representative, may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges.

6.6 Irrevocable Right of Access to Units. As more fully provided in Section 718.111(5), Florida Statutes, the Association, its agents, contractors and employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of the Common Elements or any portion of the Unit for which the Association is responsible, or as necessary to prevent damage to the Common Elements or to a Unit or Units. The Association shall have the right to access a Unit at any time in the event of an emergency that endangers or appears to endanger the safety of occupants or their

property or to provide pest control services to the Unit. In the case of any emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager or managing agent, shall have the right to enter such Unit for the purpose of remediating or abating the cause of said emergency, and such right of entry shall be immediate. To facilitate entry in an event of any such emergency, the Owner of each Unit, if required by the Board of Directors, shall deposit under the control of the Board of Directors of the Association, a key to such Unit and/or any electronic code required for entry.

6.7 Unit Modifications or Alterations. No Unit Owner may make or permit the making of any improvements, modification or alterations to any portion of his Unit visible from the exterior, or in any manner change the appearance of any portion of the Condominium visible from the exterior, or make any structural change within the Unit interior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" alterations include, but are not limited to: relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing Fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing or visible from the exterior. Replacement of cabinetry, appliances, fixtures, etc., with substantially equivalent installation, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above. No Unit Owner may alter the landscaping of the Common Elements in any way without prior Board approval.

The Board of Directors may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take in to account uniformity of appearance, compatibility with architecture in the Condominium, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by a majority of the Unit Owners, regardless of the cost or expense of such addition or alteration. If any Unit Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the building or create a nuisance or disturbance to neighboring Units.

6.8 Additional Unit Owner Responsibility for Alterations and Additions. The Unit Owner shall be financially responsible for the insurance, maintenance, repair, care and preservation of the

modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and re-install said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

6.9 Combining of Units. Two contiguous Units may, subject to the prior written approval of the Board of Directors, be combined in to a single living space to be used as a "single family" residence. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Board, as a condition of approving the combination of Units, may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Unit combination complies with all applicable laws, codes, and ordinances. The Board may further require such Professional Engineers or Architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances. The Owner (and his successor in title) shall be required to indemnify and hold the Association and Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses. Units which have been combined shall, after combination, be used only as a "single family residence" (including rental rights), and may not be used as two living quarters. Units which have been combined shall constitute two Units for purposes of sharing Common Expense, ownership of Common Elements, and voting rights. If Units which have been combined are sold, they shall be sold as a single living quarters, unless specifically approved by the Board to the contrary. If combined Units are to be re-configured into two living spaces, the Board shall have the authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Units into two living spaces is done in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Units. Where two Units have been combined, the visual depiction of the Units on the recorded plats may not accurately reflect the actual internal configuration of the Units, however, in no event shall the Unit boundaries change unless approved in accordance with Florida law.

6.10 Improvements and Alterations to the Common Elements by the Association. The Association may, by action of the Board of Directors, substantially improve and materially alter the

Common Elements or Association Property, provided that no expenditure may be made for any individual improvement, alteration or addition exceeding five percent (5%) of the Association's then-existing annual budget (including operating and reserves) without the prior approval of a majority of the total Voting Interests of the Association, by action at membership meeting or by written agreement. Expenditures reasonably necessary for maintenance, repair, replacement, preventive maintenance, compliance with a requirement of the Florida Building Code, governmental authority or the Association's insurance company, or to address a safety or security concern shall not be considered expenditures for improvements or alterations that require membership approval.

6.11 Liens Against Common Elements and Contractor Liens. While the property remains subject to this Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual condominium Units. Labor performed on or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Contractor's Lien Law of the State of Florida against the Unit of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed on or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all condominium Units in the proportions for which the Owners are liable for Common Expenses.

ARTICLE 7

ASSESSMENTS AND CHARGES

7.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he, she or it is the Unit Owner. Except as provided in in Section 7.6 below, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges 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 or Charges are made. All payments on account shall be first applied to accrued interest, then to late charges, then to collection costs, then to attorney's fees incurred incident to collection and then to the Assessment payment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Board of Directors may waive or reduce interest, late fees, costs, and its attorney's fees as it deems appropriate; however, the Board of Directors shall not waive or reduce Assessments.

7.2 Default in Payment of Assessments for Common Expenses. Assessments and Charges, and installments thereof, not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest, compounded daily, in an amount as many be determined by the Board of

Directors which, unless otherwise specified, shall be the maximum allowed by law (currently a \$25 or 5% of Assessment late fee and 18% interest for delinquent period). The Board may accelerate unpaid Assessments in the manner prescribed by law. Any bank transaction fees incurred by a Unit Owner are the responsibility of the Unit Owner. For Owners who are more than ninety (90) days past due with payment of Assessments, the Association is authorized to: suspend the right of the Owner to use the Common Elements and/or suspend the voting rights of the Owner, in accordance with Section 718.303, Florida Statutes, until the Owner has paid all monetary obligations due the Association.

7.3 Claim of Lien. The Association has a lien on each Unit for any unpaid Assessments or Charges levied on such Unit, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to community association management companies or firms, incurred by the Association incident to the collection of the Assessment or Charge or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Condominium Act, as amended from time to time. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) and may be added to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges or without waiving any claim of lien.

7.4 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. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. 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 sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act, as amended from time to time.

7.5 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payments of Assessments or Charges are ninety (90) days or more delinquent. The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, interest, costs, collection expenses, attorney's

fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board of Directors deems appropriate without same constituting a waiver or election of remedies.

7.6 Institutional Mortgagees. The priority of the Association's lien and the obligation for payment of past due Assessments or Charges in relation to a first position Institutional Mortgagee who obtains title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Section 718.116, Florida Statutes, as subsequently amended from time to time.

7.7 Possession of Unit. Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

7.8 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him or her with respect to his or her Unit.

7.9 Lien for Charges. There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. For example, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction or mold remediation from a Unit. The lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

7.10 Money Judgment. In addition to its other remedies provided herein and by the Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Interest shall accrue on all final judgments obtained by the Association at the highest lawful rate per annum.

ARTICLE 8
INSURANCE, REPAIR AND REBUILDING

8.1 Owner's Insurance Responsibility. Each Unit Owner must obtain and maintain casualty (property) and liability insurance on the Unit and all personal property and insurable improvements within the boundaries of the Unit in an amount equal to the replacement cost thereof. If a Unit is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Unit Owner shall cause repair or replacement to commence within six (6) months after the date of such damage or destruction and diligently pursue repair or replacement to restore the improvements to substantially their original character, design and appearance, and shall utilize and conform with the original foundation and appearance, except as otherwise approved by the Association, which approval may come through the Board of Directors or other entity or committee charged with architectural review. In no event shall any repair or replacements not be completed within twelve (12) months after the date of damage or destruction.

8.1.1 Failure to Repair or Reconstruct. If a Unit Owner fails to commence or complete construction to repair or replace damaged or destroyed improvements within the above time limits, the Association may give the Unit Owner written notice of the default hereunder. Within thirty (30) days after the date of the Association providing the Unit Owner such notice of default, if the Unit Owner has not provided the Association a timeline acceptable to the Association for such repair or replacement to be commenced and completed, the Association may proceed to undertake and complete such repairs or replacement to substantially restore the improvements to their original condition according to the plans and specifications of the original improvements, or like kind. If the Association elects to undertake such repair or replacement, the Unit Owner shall be deemed to have assigned to the Association any and all rights the Unit Owner may have to insurance proceeds as a result of such damage or destruction and the Association may levy Charges against the Unit and Unit Owner for any cost or expense in excess of insurance coverage.

8.2 Association's Insurance Responsibility. The Association, as agent for and on behalf of the Unit Owners and their respective mortgagees, shall procure, maintain and pay for as part of the Common Expense the following insurance in an adequate amount as determined by the Board of Directors, to-wit:

8.2.1 Property insurance providing primary coverage for all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications and all alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2), Florida Statutes. The property insurance shall cover all Common Elements.

8.2.2 General Liability insurance covering all Common Elements and operation of the Condominium and Association.

8.2.3 Worker's Compensation insurance to meet the requirements of law.

8.2.4 Directors and Officers Liability coverage and such other insurance coverage as the Board of Directors, in its discretion, may determine from time to time to be in the best interests of the Association and Unit Owners.

8.2.5 Flood insurance covering the Condominium Property, at the discretion of the Board of Directors.

All insurance policies covering Common Elements and Condominium Property shall provide for the insurance proceeds covering any loss to be payable to the Association, and the same shall be received and held by the Association for the benefit of the Owners of the Units involved and their respective mortgagees as their interests may appear and shall be used, applied or distributed in the manner hereinafter provided. The Association is hereby declared to be appointed as authorized agent for all Owners of Units for the purpose of negotiating or agreeing to a settlement as to the value or extent of any loss which may be covered under such insurance policy and is granted the full right and authority to execute in the favor of any insurer a release of liability arising out of any occurrence covered by any policy procured by the Association pursuant to the foregoing. The Association shall furnish proof of insurance to holders of mortgages on any of the Units, if requested.

ARTICLE 9

USE RESTRICTIONS

9.1 Restrictions upon Use. Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these use restrictions shall be for the benefit of and enforceable by all Owners of Units in this Condominium and the Association. These use restrictions will be enforced as follows: (a) violations should be reported to the Board of Directors, in writing; (b) violations will be called to the attention of the violating Unit Owner, and the Owner's Tenant, Guest, invitee or licensee, if applicable, by the Board of Directors or its agent; (c) any disagreements concerning violations will be presented to the Board of Directors or a panel of owners pursuant to statute for a determination, in its sole and absolute discretion, as to whether a violation exists, and (d) Unit Owners are responsible for compliance by their family members, Guests, invitees, employees and Tenants with the Declaration, the Bylaws and the Rules and Regulations of the Association.

9.1.1 Improvements. All Units shall be and remain of like exterior design, shape, color and appearance as other Units of the same class or type. No Unit Owner shall alter or modify the size, shape, color or structure of any exterior surface of his or her Unit, including entrance doors, windows, shutters, screens, porches or balconies, nor improve, plant, replant or replace any trees, bushes or sod, or remove fill dirt, without obtaining the prior written approval of the Association. To obtain the Association's approval, the Unit Owner shall submit a proposal to the Board of Directors which shall include a description of the proposed change, the plans and specifications, and any other information or documents reasonably required by the Board of Directors.

9.1.2 Nuisance. The Condominium Property, including a Unit, shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to another Unit Owner or resident of a Unit, or which will increase insurance rates. Unit occupants shall not permit any activities that cause loud and objectionable noises, offensive odors or fumes or any hazard to health. A determination of loud and objectionable noises, offensive odors or fumes or hazard shall be entirely within the discretion of the Board of Directors. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of all residents. The Condominium Property shall be used in accordance with all federal, state and local laws and ordinances. No Unit Owner, Tenant, Guest, Occupant or Invitee shall permit or suffer anything to be done or kept within the Condominium Property which will increase insurance rates on any insurance maintained by the Association.

9.1.3 Occupancy of Units: Single-Family Residence. A Condominium Unit shall be used as a private residence only. Units may not be used for commercial or business purposes. Owners, Tenants and their family members may use Units for "home office" or "telecommuting" purposes, provided that such uses are confined solely within the Unit; cannot be seen, heard or smelled by other residents of the Condominium; do not involve customers or clients coming onto the Condominium Property; do not involve the posting of any signage in the Condominium or the storage of equipment, products, or materials in the Condominium; nor more than two regular deliveries per day of correspondence or similar items from customary delivery services. Any use of a Unit in the Owner's absence granted by the Unit Owner(s) to the Occupants as a commercial and/or business incentive/reward shall not be considered a lease nor a Guest and/or family member use, and is therefore prohibited. No Unit may be divided or subdivided into a smaller Unit nor any portion separately sold or otherwise transferred.

9.1.4 Pets. Unit Owners shall be permitted to keep in the Unit two pets (two cats or two dogs, or one cat and one dog) and caged birds and fish. Unit Owners must immediately pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets, including cats, must be kept on a leash or carried at all times when outside the Unit. No animal shall be kept or bred within the Condominium Property for commercial purposes. The Association will comply with all federal, state, and local laws regarding Service Animals and Emotional Support Animals. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Towers Community and/or destroyed.

9.1.5 No Condominium Parcel or Unit shall be divided or subdivided or severed from the realty, and no structural alterations or changes shall be made within said Unit without obtaining the prior written approval of the Association. To obtain the Association's approval, the Unit Owner shall submit a proposal to the Board of Directors which shall include a

description of the proposed change, the plans and specifications, and any other information or documents reasonably required by the Board of Directors.

9.1.6 Without obtaining the prior written approval of the Association, no light fixtures, wires, TV antennas, satellite dishes, air conditioners, permanent generators, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for the improvements that form a part of the original structure, although a person may install satellite dishes that do not exceed one meter (39.37") upon a Unit. To obtain the Association's approval, the Unit Owner shall submit a proposal to the Board of Directors which shall include a description of the proposed change, the plans and specifications, and any other information or documents reasonably required by the Board of Directors. Electrical devices that unreasonably interfere with TV or WiFi service shall be prohibited.

9.1.7 Rubbish, Refuse and Garbage. No person shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor. Each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder, and other trash, shall be placed in water-proof bags or similar containers before being placed in the appropriate receptacles

9.1.8 Partition. No Unit shall be the subject to partition in kind and all Unit Owners, by their acceptance of a conveyance of any Unit, waive any right to a partition in kind.

9.1.9 Signs. Except for signs installed by the Association, no signs of any kind may be installed, affixed or placed on the Condominium Property without the prior written approval of the Association. This sign prohibition shall include signs within Unit windows as well as windows of vehicles parked within the Condominium Property but shall not include bumper stickers affixed to vehicles within the Condominium. The Association may adopt reasonable Rules and Regulations governing signs and offensive or obscene bumper stickers placed upon vehicles parked within the Condominium Property.

9.1.10 Fire or Health Hazard. No person shall allow any fire or health hazard to exist in a Unit or on the Common Elements.

9.1.11 Equal Right to Use Common Elements. There shall be no use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

9.1.12 Loud Noises. In order to ensure the peaceful enjoyment of Unit ownership and promote a congenial community, radios, stereos, television sets and other musical players should be turned down to a reasonable volume at all times so that any sounds emanating therefrom shall not be heard outside of a Unit. All other unnecessary noises (such as the playing of pianos and other musical instruments and slamming doors) between

the hours of 10:00 p.m. local standard time and 8:00 a.m. local standard time should be avoided.

9.1.13 Hurricane Preparation. Each Unit Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to departure. No Unit Owner shall install hurricane or storm shutters without the prior written approval of the Board of Directors. The Board shall have the right to adopt additional Rules and Regulations regarding hurricane shutters and protection, including but not limited to, rules regarding type, design, color, location and use thereof. The installation, replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements or Limited Common Elements.

9.1.14 Abide by Documents and Rules and Regulations. No person or entity within the Condominium Property shall fail or refuse to conform to and abide by this Declaration; the Articles of Incorporation; the Bylaws; and the uniform Rules and Regulations which may be adopted from time to time by the Board of Directors of the Association.

9.1.15 No Unit Owner, Tenant, Guest, Invitee or Licensee shall feed wildlife within the Condominium Property.

ARTICLE 10

LEASING OF UNITS

10.1 Renting or Leasing. The renting or leasing of a Unit shall be subject to the following, which shall not apply to any Unit or Units owned by the Association:

10.1.1 Only Units in their entirety may be leased and no individual rooms in a Unit may be rented.

10.1.2 "Rent-sharing" and subleasing is prohibited.

10.1.3 A Unit Owner may not lease his, her or its Unit for a period of less than three (3) consecutive months or more than once during a calendar year. A Unit Owner may not lease his, her, or its Unit if such lease would result in more than twenty percent (20%) of the Units within the Condominium (that is, 13 out of 62) being simultaneously leased at any given time.

10.1.4 The Board of Directors may refuse and/or prohibit lease extensions or renewals to a Tenant who has violated the Governing Documents or in the case of a Unit in violation of the Governing Documents or a Unit Owner who is delinquent in any monetary obligation to the Association.

10.1.5 Board's Right of Approval. The Board of Directors shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed occupants as the Board of Directors deems appropriate

under the circumstances. The Board of Directors shall have the authority to approve or disapprove all leases and renewals or extensions thereof in accordance with the Declaration, which authority may be delegated to a committee or agent.

10.1.6 Tenant Conduct, Remedies. If a Tenant refuses or fails to abide by the Governing Documents, the Unit Owners(s) shall be responsible for the conduct of the Tenant and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his or her Tenant's conduct into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails or refuses to bring the conduct of the Tenant into compliance with the Governing Documents, the Association shall have the authority to act as the irrevocable agent of the Unit Owner to undertake whatever action is necessary to abate the Tenant's noncompliance, including without limitation the right to institute an action for eviction against the Tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien on the Unit in the same manner as assessments for Common Expenses.

10.1.7 Use of Common Elements During Tenancy. When a Unit is occupied by a Tenant or Guest, in the absence of an Owner, the Owner(s) of the Unit may not use the Common Elements, but during that time the Common Elements may only be used by the occupants of the Unit and Guests in the presence of an occupant of the Unit. When a Unit is unoccupied, an Owner of the Unit may use the Common Elements but may permit another person to enter the Condominium Property only when accompanied by the Unit Owner. Nothing in this Paragraph shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes.

10.1.8 Assignment of Rent. In order to ensure a timely and complete payment of all Assessments and other monetary obligations due the Association, all Unit Owners leasing their Units irrevocably assign to the Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Director's requests a Unit Owner to do so, the Unit Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing his or her Unit.

10.1.9 Application of Rents. All rents collected by the Association from a Tenant or Owner from this assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to the delinquent Assessment or other monetary obligation until all funds owed the Association are paid in full. Any funds that may be collected by the Association in excess of a Unit Owner's obligation shall be remitted to the Unit Owner by the Association within a reasonable amount of time.

10.1.10 Association as Agent. Each Owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the Tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit Owner under applicable landlord/tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

ARTICLE 11

SALES AND OTHER TRANSFERS OF UNITS

11.1 Maintenance of Community Interests. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions, which shall not apply to any Unit or Units owned by the Association:

11.1.1 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company ("LLC"), or other entity which is not a natural person if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning. The approval of a partnership, trustee, or corporation, LLC, or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the Primary Occupant. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Unit Owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recording in the public records of Sarasota County.

11.1.2 Transfers Subject to Approval.

A. Sale or Other Transfer. No Unit Owner may dispose of the Unit or any interest in same by sale or other title transfer, without the prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without the prior written approval by the Board of Directors.

B. Gift. If any Unit Owner shall acquire his title by gift, the continuance of his or her ownership of the Unit shall be subject to the approval of the Board of Directors. Notice must be given to the Association at least thirty (30) days prior to the intended closing or title transfer date. Approval to own or occupy may not be

denied to any gift recipient who was the prior Owner's lawful spouse or domestic partner at the time of the gift, or was related to the gifting Owner by blood or adoption.

C. Devise or Inheritance. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors. The decision to approve/disapprove must be a reasonable Board action. Approval to own or occupy may not be denied to any devisee or heir who was the prior Owner's lawful spouse or domestic partner at the time of death, or was related to the deceased Owner by blood or by adoption.

D. Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. The decision to approve/disapprove must be a reasonable Board action. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

E. Transfers to Trusts. Approval to own or occupy a Unit may not be denied to any person who is the recipient of use or occupancy rights arising from transfer to a trust, where the grantor, trustee or settlor of the trust is a Unit Owner, and the beneficiary or other person entitled to use or occupancy under the Trust Agreement was the Owner's lawful spouse or domestic partner or was related to the Owner by blood or adoption.

11.2 Approval by Association.

11.2.1 Notice to Board of Directors and to Other Unit Owners.

A. Sale. A Unit Owner intending to make a bona fide sale of his or her Unit or any interest in it shall give to the Board of Directors and to any other Owner of such Unit written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the unredacted purchase agreement and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, personal references and an interview of the proposed purchaser(s) and all proposed Unit occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; however, the Association shall not be obligated to purchase the Unit if the transfer of the Unit is denied for good cause as set forth in this Declaration.

B. Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of acquiring his or her title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in Paragraph 16.3.1.1 hereof) and a certified copy of the instrument evidencing the Owner's title.

C. Failure to Give Notice. If the above required notice to the Board of Directors and to any other Owner of such Unit is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. The decision to disapprove the transaction or ownership must be a reasonable Board action. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

11.2.2 Certificate of Approval.

A. Sale. If the proposed transaction is a sale, then within forty-five (45) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

B. Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors, must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

C. Approval of Occupant. If a Unit Owner or purchaser is a corporation, partnership, trust, limited liability company, some other entity, the approval of ownership by the corporation, partnership, trust, other entity shall be conditioned upon approval of a Primary Occupant.

11.3 Disapproval by Board of Directors. The decision to disapprove the transfer of ownership must be a reasonable Board action. If the Board of Directors shall disapprove a transfer of ownership of a Unit for reasons other than those provided in Paragraph 11.3.4, the matter shall be disposed of in the following manner:

11.3.1 Sale. If the proposed transaction is a sale, then within forty-five (45) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser

approved by the Board of Directors (including the Association or another Unit Owner) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

A. At the sole option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base the determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by the parties.

B. The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

C. Gifts, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within 30 days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

D. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price 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, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment or specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

E. The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail

to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Sarasota County, Florida, at the expense of the Unit Owner.

11.3.3 Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. The Board of Directors may consider any relevant information when reaching its decision to approve or not approve the proposed gift, sale or other transfer of a Unit.

11.3.4 The following factors will be deemed to constitute "good cause" for disapproval of a sale, lease or other transfer:

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

11.3.5 If the Association disapproves a prospective transfer for "good cause" as set forth above, the Association shall have no duty to purchase the Unit or furnish an alternative purchaser, and the transaction shall not be made.

11.4 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title or leases (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.). The fee may not exceed the maximum permitted by law per transaction (currently \$100). The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

11.5 Unauthorized Transactions. Any sale or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. There shall be no limitation upon sale, lease or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap or familial status.

ARTICLE 12 AMENDMENTS

12.1 Proposal of Amendments. An amendment may be proposed by a majority of the Directors or by not less than a majority of the total Voting Interests of the Association.

12.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

12.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

12.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment must be approved by the affirmative vote of not less than a majority of the total Voting Interests of the Association, in person or by proxy, at a duly noticed membership meeting called for such purpose.

12.5 Effective Date. An amendment when adopted shall become effective upon being recorded in the Public Records of Sarasota County, Florida with a Certificate of Amendment according to law.

12.6 Automatic Amendment. Whenever Florida Statutes or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board, without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 617 and 718, Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association.

12.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

12.8 Execution and Recording. A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President and attested to by the Secretary or Assistant Secretary,

with the formality of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Official Records of Sarasota County, Florida.

ARTICLE 13

TERMINATION

13.1 Termination. The Condominium may be terminated in accordance with Section 718.117, Florida Statutes.

13.1.1 Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts effecting the termination. Termination shall be effective when that certificate is recorded in the Public Records of Sarasota County, Florida.

13.1.2 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements and Limited Common Elements appurtenant to the Owner's Unit prior to the termination.

ARTICLE 14

CONDEMNATION

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

14.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be decided in the same manner as repair after casualty.

14.3 Distribution of Funds. If the Association is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Association is not terminated after condemnation, the size of the Association may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

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

14.5.1 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.

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

14.5.3 Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking and then the shares of all Unit Owners in the Common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

14.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

14.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

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

14.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

14.6.4 Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the 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, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

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

14.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

ARTICLE 15 **MISCELLANEOUS**

15.1 Duty to Comply; Right to Sue. Each Unit Owner, his or her Tenants(s), Family Members, Guests and Invitees, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against: (a) The Association; (b) A Unit Owner; or (c) Anyone who occupies a Unit as a Family Member, Tenant or a Guest. Unit Owners shall be jointly and severally liable for violations of the Governing Documents committed by their Family Members, Tenants, Invitees or Guests.

15.2 Severability. Each and every covenant contained in this Declaration and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provisions hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by law.

15.3 Conflict. In the event of a conflict, the Governing Documents shall govern in the following descending order:

- (1) this Declaration;
- (2) the Articles of Incorporation;
- (3) the Bylaws; and

(4) the Rules and Regulations.

15.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

15.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. The Board's interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Association's legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

15.6 Covenants Running with the Land and Enforcement. The provisions of this Declaration, the Articles of Incorporation, the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein binding upon each and all of the Unit owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations. The Association and each Unit Owner are hereby empowered to enforce this Declaration, the Bylaws, and the Rules and Regulations of the Association by such means as are provided by the laws of the State of Florida.

15.7 Caption. The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

15.8 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Condominium Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include all future amendments from time to time.

15.9 Waiver of Rights. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

15.10 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

15.11 Waiver. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Governing Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Governing Documents as same may be applied in the future.

15.12 Attorney's Fees. In any legal proceeding arising out of an alleged failure or refusal of a Unit Owner, Family Member, Tenant, Guest, or Invitee or the Association to comply with the requirements of the Condominium Act or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Governing Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees reasonably incurred by the Association in obtaining compliance with the Governing Documents. Said costs and fees shall be secured by a lien for Charges, as provided herein.

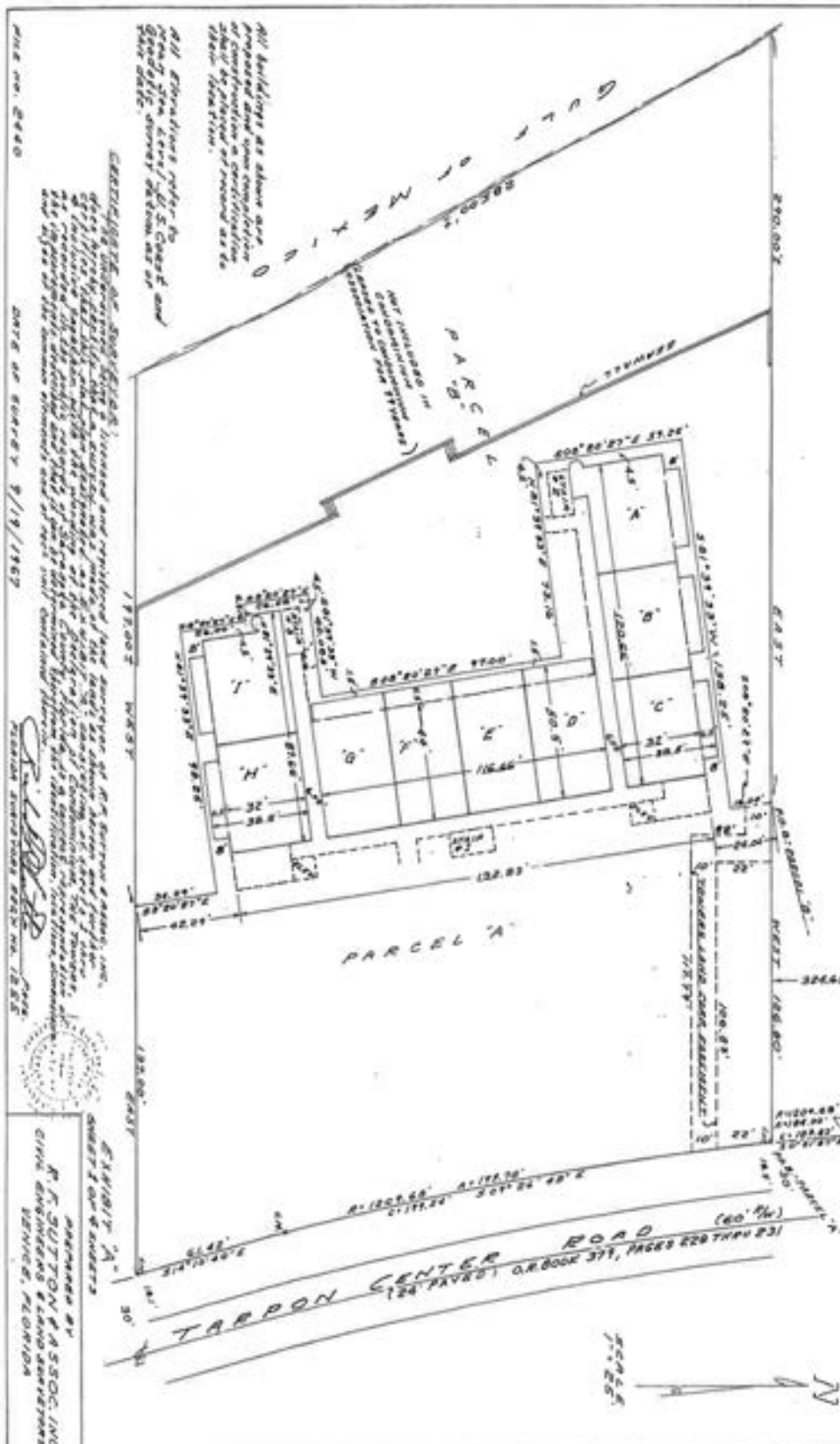
7713 7020 ERS-A BORDOMTUM
SECTION 12 TOWNSHIP 30 S RANGE 18 E

CONDOMINIUM BOOK 2 PAGE 48

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Interception of north boundary of type 2 block at, with westerly boundary of Harper Center Road as indicated on C. H. Shaw 379, Roger 218 (also B 31)

[illegible]

DATE OF BIRTH 9/19/1967

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LENNER, P. E. CONVERSION

~~PARCELS~~ ALL REAL PROPERTY INCLUDED
IN THE CONDOMINIUM IN THIS SHIP

PARCERLE "B"

[illegible]

or roof composed of the intersection of slabs above or below a floor which are arranged to intersect in the ceiling, and to finish the floor, and that each roof consists of the space bounded by vertical projection of the roof boundary lines of adjacent slabs and the boundary planes and the floor and ceiling elevations as shown for the building and the respective plane confirmed therein, notwithstanding the actual location of the walls, ceilings and floors the roof itself consisted of the slabs as herein defined. *See comments at the accompanying definition.* A wall shall be taken to include the plane of its vertical surface of support as in *clauses*, *columns* and *beams*.

There is hereby reserved by Toward Land Corp., its successors and assigns, a non-exclusive easement for pedestrian ingress and egress between Tarpun Center Road and Parcel 5, over and along that road strip of land identified on Sheet #1 as Toward Land Corp. easement.

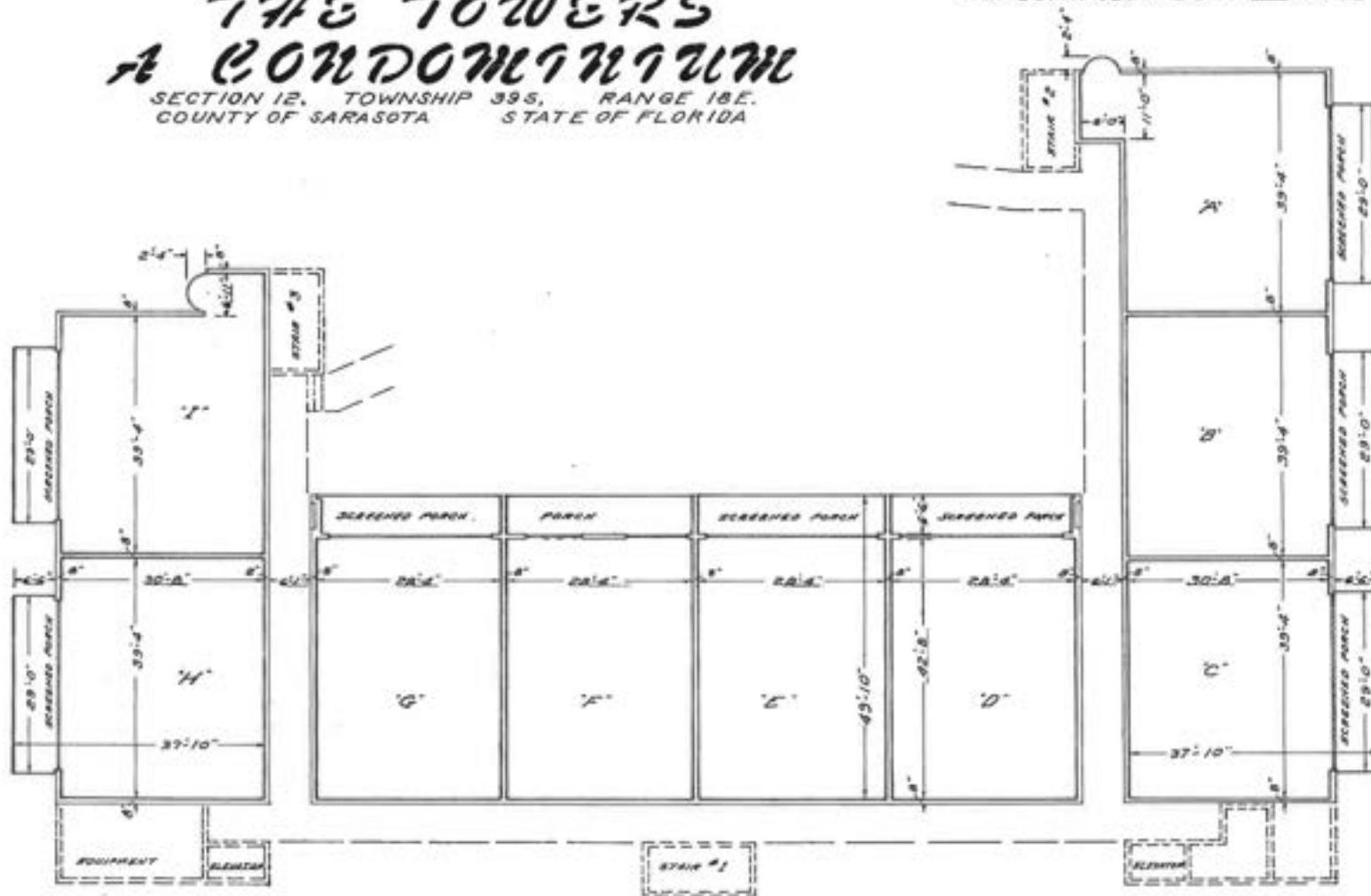
UNIT "A"
OF 4 ENTRIES

PREPARED BY
R. F. SUTTON & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

THE TOWERS A CONDOMINIUM

SECTION 12, TOWNSHIP 39S, RANGE 18E.
COUNTY OF SARASOTA STATE OF FLORIDA

CONDOMINIUM BOOK 2 PAGE 438



FIRST FLOOR UNIT ARRANGEMENT
FINISHED FLOOR ELEVATION: 0.5'
UNFINISHED CEILING ELEVATION: 16.502'

FILE NO. 2440

SCALE 3/32" = 1'-0"

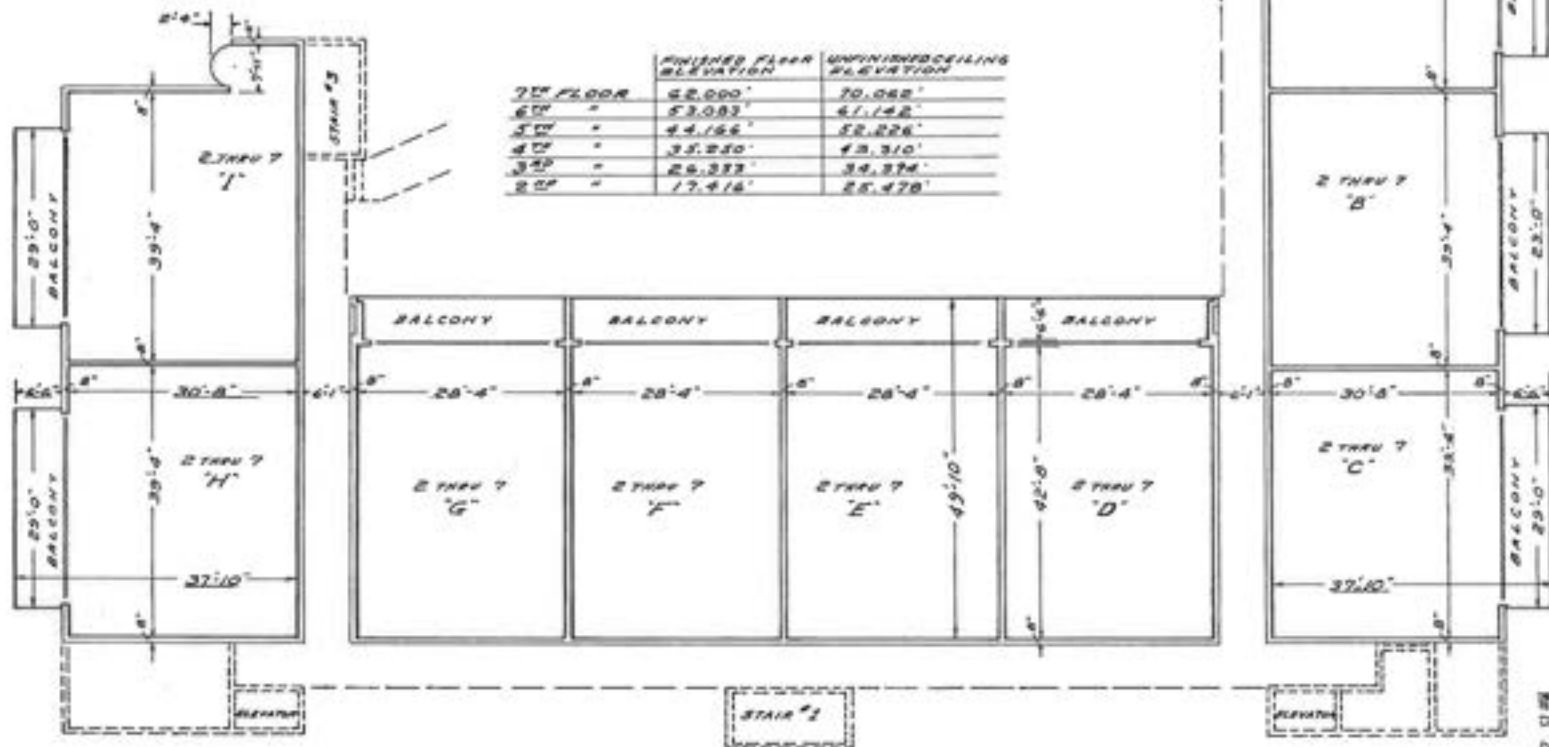
EXHIBIT "A"
SHEET 3 OF 4 SHEETS

PREPARED BY
R.F. SUTTON & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

THE TOWERS A CONDOMINIUM

SECTION 12, TOWNSHIP 39 S, RANGE 18 E,
COUNTY OF SARASOTA STATE OF FLORIDA

CONDOMINIUM BOOK 2 PAGE 480



UNIT SCHEDULE

2-A THRU 2-I	2ND FLOOR UNITS
3-A	3RD
4-A	4TH
5-A	5TH
6-A	6TH
7-A	7TH

TYPICAL UNIT ARRANGEMENT
2ND FLOOR THRU 7TH FLOOR

FILE No. 2440

SCALE 3/32" = 1'-0"

EXHIBIT "A"
SHEET 4 OF 4 SHEETS

PREPARED BY
R.F. SUTTON & ASSOC. INC.
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

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Prepared By and Return to:
Thomas A. Marino II, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Bldg. B
Sarasota, FL 34237
Telephone: (941) 366-9191



CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED

**DECLARATION OF CONDOMINIUM
THE TOWERS, A CONDOMINIUM**

**ARTICLES OF INCORPORATION
BYLAWS
THE TOWERS OWNERS ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of Condominium of **THE TOWERS, A CONDOMINIUM**, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws of **THE TOWERS OWNERS ASSOCIATION, INC.** ("Association") were duly adopted at the special membership meeting of the Association held on April 25, 2023, by the affirmative vote of 66% of the units, as required by Section 8 of the Declaration of Condominium, two-thirds (2/3) of the members present and voting as required by Article X of the Articles of Incorporation, and 51% of the owners as required by Article XIII of the Bylaws, at a membership meeting at which a quorum was obtained. The Association further certifies that the amendments were proposed and adopted as required by the condominium documents and applicable Florida law.

The Declaration of Condominium of **THE TOWERS, A CONDOMINIUM**, was originally recorded in Official Records Book 744, Page 0954 *et seq.*, of the Public Records of Sarasota County, Florida.

Dated July 25, 2023.

Signed, sealed and delivered:
in the presence of:

sign [Signature]

print Mark Reese

sign [Signature]

print Warren Wood

**THE TOWNERS OWNERS
ASSOCIATION, INC.**

By: [Signature]
Linda Peterson, President

sign [Signature]

print Mark Reese

sign [Signature]

print Warren Wood

Attest: Elyce Paridon
Elyce Paridon, Asst. Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th day of July, 2023, by Linda Peterson, as President of The Towers Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My commission expires:



JACALYN K. WOOD
Commission # HH 116385
Expires April 20, 2025
Bonded Thru Budget Notary Services

NOTARY PUBLIC

sign [Signature]

print _____

State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th day of July, 2023, by Elyce Paridon as Asst. Secretary of The Towers Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My commission expires:



JACALYN K. WOOD
Commission # HH 116385
Expires April 20, 2025
Bonded Thru Budget Notary Services

NOTARY PUBLIC

sign [Signature]

print _____

State of Florida at Large (Seal)