

This Instrument prepared by and return to:
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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF DOCK ON THE BAY, A CONDOMINIUM
f/k/a DOCK ON THE BAY, SECTION 1, A CONDOMINIUM**

WHEREAS, the original Declaration of Condominium of Dock on the Bay, Section 1, a Condominium, was recorded in Official Records Book 1440, Page 866 et seq. of the Public Records of Sarasota County, Florida, and

WHEREAS, said Declaration of Condominium was amended by instruments recorded in Official Records Book 1463, Page 2107 et seq., Official Records Book 1780, Page 242 et seq., Official Records Book 2100, Page 1448 et seq., Official Records Book 2354, Page 1558 et seq., Official Records Instrument # 2010156089, 4 pages, and Official Records Instrument # 2020056541, 23 pages, all of the Public Records of Sarasota County, Florida, (The First, Second, Third, Fourth, Fifth and Sixth Amendments, respectively), and

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

WHEREAS, this Amended and Restated Declaration of Condominium, including a number of new amendments, was approved by not less than two-thirds of the voting interests of the entire membership of the Association at a duly noticed and convened membership meeting held on June 29, 2022, and

WHEREAS, it was not necessary to obtain the consent of the owners and holders of mortgages on the units since the broad requirement for mortgagee approval set forth in the current Declaration only applies to mortgages recorded before October 1, 2007 and there are none. None of the recently adopted amendments address the issues noted in Section 718.110(11)(a), Florida Statutes so it was not necessary to obtain the consent of owners and holders of mortgages recorded on or after October 1, 2007.

NOW THEREFORE, The Dock on the Bay Association, Inc. does hereby amend and restate the Declaration of Condominium of Dock on the Bay, Section 1, a Condominium for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the Condominium property and binding on all existing and future owners, and all others having an interest in the Condominium lands or occupying or using the Condominium property.

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1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes (2021), known as the "Condominium Act" is incorporated herein by reference and all provisions thereof shall apply to this Condominium except that this Declaration and the exhibits incorporated herein shall control to the extent that the Condominium Act allows such documents to vary the provisions of the Act.

2. NAME, ADDRESS, AND SUBMITTED LANDS.

(a) The name and location by which this Condominium shall be known and identified is The Dock On The Bay, a Condominium, 3440 Gulf of Mexico Drive, Longboat Key, Florida.

(b) The lands submitted to the Condominium form of ownership by the original Declaration and the Second Amendment thereto, and resubmitted herein, are the lands described in Schedules I and II attached hereto.

3. SURVEY AND PLOT PLAN. A survey of said land and plot plan locating the improvements thereon and identifying each Unit and the Common Elements and their relative locations and approximate dimensions is recorded in Condominium Book 16 at pages 46-46E, Public Records of Sarasota County, Florida. The survey was revised by the First, Second, Third, Fourth and Sixth Amendments to the Declaration. Copies of the survey and the amendments thereto, hereinafter collectively referred to as the Survey, are attached hereto as Exhibit A. The locations, dimensions, descriptions, identification and numbering or lettering of the respective Units shall be described in the Survey. A Unit shall consist of the space defined in the Survey. In the event that the actual physical location of any Unit at any time does not precisely coincide with the Survey the actual physical locations shall control over the locations, dimensions and descriptions contained in the Survey. In the event of a total or substantial destruction of a building, the locations, dimensions, and descriptions of the respective Units as contained in the Survey will control.

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

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

(b) "Association" means The Dock on the Bay Association, Inc., a non-for-profit corporation, and its successors and assigns, which is and shall be the legal entity responsible for the operation of this Condominium.

(c) "Association Property" means property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its Members and shall include the Club Facilities.

(d) "Board" or "Board of Directors" means the Board of Directors of the Association.

(e) "Club Facilities" means the land and amenities leased to the Association under the original Declaration, as improved and modified to date, which were conveyed to the Association by deed recorded in Official Records Book 1449, Pages 1647 and 1648, Public Records of Sarasota County, Florida.

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

(g) "Common Expenses" means all expenses which are properly incurred by the Association in operating and maintaining the Condominium Property.

(h) "Common Surplus" means the excess of all revenues, including but not limited to Assessments, over the amount of the Common Expenses.

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

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

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

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

(m) "Declaration of Condominium" or "Declaration" means this instrument by which the Condominium is created, as it may be amended from time to time.

(n) "Developer" means the party who created the Condominium.

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

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

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

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

(s) "Unit" means that property which is subject to private ownership as defined in the Condominium Act, as further and specifically described in this Declaration, and designated on the Survey.

(t) "Unit Owner" or "Owner of Unit" means the owner in fee simple of a Condominium Parcel or Unit.

(u) "Voting Interest" means the vote each Member is entitled to cast, which is one (1) vote for each Unit owned by them. The total number of Voting Interests is equal to the total number of Units (19), subject to reduction for suspensions as provided in the Bylaws.

5. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES. The ownership and the undivided shares of the Units in the Common Elements and the manner of sharing Common Expenses and owning Common Surplus shall be equal with each of the 19 Units having a 1/19th share.

6. COMMON ELEMENTS. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the Owners of other Units. The Common Elements shall include but not be limited to:

(a) all of the above-described land;

(b) all improvements and parts thereof which are not included within the boundaries of the respective Units;

(c) any utility areas and installations and all utility services which are available to more than one Unit or to the Common Elements and which are not owned by the respective utility companies, including easements through the Units necessary to provide such services;

(d) all parking areas, driveways, and other means of ingress and egress;

(e) all corridors, stairways, office, and other areas designed for the common use of all Unit Owners;

(f) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire, or pipe, within the Common Elements and up to the exterior surface of the Unit wall or floor which are not owned by utility companies;

(g) all tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;

(h) all structural beams, posts, walls, and members within or without a Unit and an easement of support in any portion of a Unit which contributes to the support of the building;

(i) alterations, additions, and further improvements to the Common Elements; and

(j) any lands owned by the Association and submitted to Condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally.

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, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

7. LIMITED COMMON ELEMENTS AND PARKING SPACES. Those portions of the stairways, porches, decks, patios, parking, and other areas shown on the Survey and designated "L.C.E." are Limited Common Elements to be used exclusively by the Owner of the Unit adjacent thereto or the Unit designated on such "L.C.E." All parking spaces not designated as "L.C.E." are Common Elements but may be assigned by the Association for use by Owners of specific Units or may be assigned to specific Units from time to time. Any part of the Common Elements that is connected to and exclusively serves a single Unit and is specifically required under this Declaration to be maintained, repaired, or replaced by, or at the expense of, the Unit Owner, shall be deemed a Limited Common Element, whether specifically described above or not.

8. ASSOCIATION. The corporation which will be responsible for the operation of the Condominium will be an incorporated association known as The Dock On The Bay Association, Inc. All persons owning a vested present interest in the fee title to any of the Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be Members of the Association and their respective Memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the Condominium and of the Association shall be controlled by the officers and Board.

(a) General. The powers and duties of the Association include those set forth in the 2021 Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association, upon written approval by not less than two-thirds of the Voting Interests of the Membership participating at a duly noticed and convened Membership meeting, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

(b) Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "B".

(c) Bylaws. A copy of the Amended and Restated Bylaws of the Association is attached as Exhibit "C".

(d) Purchase of Units. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board.

(e) Real and Personal Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board. Except as provided by subsection 'd' above, the power to acquire real property may be exercised by the Board, but only after approval by not less than two-thirds of the Voting Interests of the Membership participating at a duly noticed and convened Membership meeting.

(f) Disposal of Property. Property owned by the Association, whether real, personal or mixed, (which shall not for the purpose of this provision include Common Elements except in a condemnation situation as provided by law, and shall also exclude the Club Facilities) may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board, without need for authorization by the Unit Owners.

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

(h) Restraint upon Assignment of Shares and Assets. The share of Members in the funds and assets of the Association cannot be assigned or transferred in any manner, except as an appurtenance to his Unit.

(i) Approval or Disapproval of Matters by Unit Owners. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner in an Association meeting, unless the joinder of record Owners is specifically required by the Condominium Documents.

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

(k) Support Organizations. The Board may determine to have the Association become a member of local, state, or national organizations that support the operations of condominium associations with the cost of membership and associated fees and costs a Common Expense.

9. VOTING RIGHTS. Each Unit shall be entitled to cast one vote at Association meetings in the manner provided in the Bylaws.

10. COMMON EXPENSES.

(a) Common Expense Categories

(1) costs of operation, maintenance, repair and replacement of the Association Property, Common Elements, and Limited Common Elements except for those portions of the Limited Common Elements designated in this Declaration as a Unit Owner responsibility;

(2) costs of management of the Condominium and administrative costs of the Association including professional fees and expenses;

(3) except as provided in Section 11(g) hereof, costs of water and sewerage service, electricity and other utilities which are not metered to individual Units;

(4) labor, material, and supplies used in conjunction with the Common Elements or Association Property;

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

(6) salary of a general manager, if deemed desirable by the Board, and assistants and agents;

(7) premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein;

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

11. MAINTENANCE, REPAIR, AND REPLACEMENT: ALTERATIONS AND IMPROVEMENTS.

(a) Maintenance, Alteration, and Improvement. The responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as hereinafter provided.

(b) By the Association. The Association shall maintain, repair, and replace as part of the Common Expense:

(1) All of the Association Property, Common Elements and Limited Common Elements except Limited Common Elements to be maintained by the Unit Owner as otherwise provided for herein;

(2) All portions of a Unit, except interior finished surfaces, contributing to the support of the Unit, which portions shall include but not be limited to load-bearing columns and load-bearing walls;

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained;

(4) The floors, walls, and railings of the porches, decks, and patios, provided however, if a Limited Common Element area has been enclosed or screened, the Unit Owner shall be responsible for the maintenance, including cleaning and painting, of finished ceiling, floor and wall surfaces and light fixtures;

(5) The exterior stairways;

(6) All mechanical, ventilating, heating and air conditioning equipment serving the Common Elements or Association Property; and

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

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

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

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

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

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

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

(5) To use reserve funds to meet Association needs and use reserve funds as collateral for Association loans;

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

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

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

(f) By the Unit Owners. Each Unit Owner shall maintain, repair, and replace everything within the confines of the Owner's Unit which is not part of the Common Elements, and certain portions of Limited Common Elements, including but not limited to:

(1) paint, finish, covering, wallpaper and decoration of all interior walls, floors, and ceiling;

(2) all built-in shelves, cabinets, counters, storage areas, and closets;

(3) except as provided in subsection (g) below, all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits serving only the respective Unit no matter where located, and all electric lines, switches, panels, breaker boxes and other equipment or components from the electric meter supplied by the utility company to the Unit;

(4) all exterior windows, doors, and screening, including all screens and screen doors on patios, decks or porches that are now or hereafter screened or enclosed, all of which shall be maintained in such a manner as to preserve a uniform appearance of the building;

(5) all interior doors, walls, partitions, and room dividers;

(6) all furniture, furnishings and personal property contained within the respective Unit;

(7) the heating and air conditioning system serving the respective Unit notwithstanding that a portion of the mechanism may be physically located outside of the Unit;

(8) the hot water heater for the Unit to include: (1) replacement of the hot water heater before the end of its useful life, but in any case within ten (10) years of the manufacture date on the hot water heater; (2) installing and maintaining a protective pan under the hot water heater or an automatic shut-off system; and (3) installing and maintaining a drainage line from the protective pan to the HVAC drain line; and

(9) To install and maintain smoke detectors within the Unit sufficient to provide for adequate smoke detection and in compliance with applicable governmental codes.

(g) Common Water Meter. Units 1, 2, 3 and 4 share a common water meter. The Association uses water allocated to that common water meter for Association purposes. The cost of water supplied to the common water meter and the maintenance, repair, and replacement of the common water meter, and plumbing components connected thereto, shall be shared in equal one-fifth (1/5th) shares by the Owners of Units 1, 2, 3 and 4 and the Association. The Association shall be responsible to make payment for the water expense and undertake and complete necessary maintenance. The 1/5th share of each Unit shall be assessed to each Owner in accordance with the provisions of Section 718.113(1), Florida Statutes and be collectible as part of the Assessment to those Units.

(h) Self-Help. In the event an Owner fails to properly maintain and repair the Owner's Unit or Limited Common Element, the Association, if feasible given the circumstances, at the discretion of the Board, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting Unit Owner and may be collected via the methods set forth in Section 11(c) hereof.

(i) Negligence. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement of the Association Property, Condominium Property, or Units owned by other persons, caused by the Owner's willful action or negligence or by the willful action or negligence of any member of The Owner's family or by guests, employees, agents, or lessees of the Owner.

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

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

(2) No Unit Owner shall paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of a building, including but not limited to replacing a window, or modify or alter the structure of a building, without the prior written consent of the Board;

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

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

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

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

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

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

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

(k) Mold Prevention. With a goal of preventing the accumulation of excess moisture, mold, water leaks, and resulting damage, Unit Owner responsibilities include the following:

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

(2) To operate the HVAC system in accordance with rules enacted by the Board, which may include minimum hours of operation during humid periods with a minimum thermostat setting. The Unit Owner must have the Unit's HVAC system serviced at least once per calendar year by a licensed and insured HVAC contractor. The Association may adopt Rules and Regulation to specify the tests and procedures to be included in the maintenance service;

(l) Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter the Unit or must engage a licensed pest control company to enter the Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of a Unit Owner not to use such service shall not reduce the Owner's Assessments.

(m) Material Alterations and Substantial Additions by Association. The Association shall not undertake material alterations or substantial additions to the Common Elements or Association Property without the approval of not less than two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting at which a quorum is obtained, (in person, via proxy, or via online voting if established and authorized by the Board), except that Membership approval is not required for: (1) work necessary to protect, maintain, repair, or replace the Common Elements or Association Property, even if the work would otherwise constitute a material alteration or substantial addition; (2) the installation and use of energy efficient devices in Common Elements or Association Property for the benefit of all Unit Owners; or (3) the material alterations or substantial additions in the Common Elements or Association Property where the expense to the Association is equal to or less than twenty percent (20%) of the projected annual revenues for the year, including assessments due under the Association budget and revenues from the operation of the marina, in the aggregate in any calendar year.

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

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

(b) Coverage.

(1) Property. The Association shall obtain and maintain all-risks or fire and extended broad coverage, wind, general casualty, and flood coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof. The Association must obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, every thirty-six (36) months. The property insurance required under this provision must be based on the replacement cost of the property as determined by the appraisal. The Board, in the exercise of their business discretion, may determine to obtain the maximum flood insurance available under the National Flood Insurance Program and not obtain additional coverage that may be available through other sources. The Association shall hold the original policy of insurance, and institutional lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. The word "building", or its equivalent, in any property insurance policy issued to insure the Condominium Property does not include the following items, which must be insured by each Unit Owner: (1) personal property; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; and (8) window treatments including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Each Unit Owner must obtain and maintain adequate property insurance for the portions of the Condominium Property that must be insured by the Unit Owner or recognize that he bears financial responsibility for any damage or liability to the Association or other Owners that would otherwise be covered by such insurance.

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

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

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

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

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

(d) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

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

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

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

(h) Exceptions. Notwithstanding other provisions of this Section 12, as set forth in the Condominium Act, the Association has the right to require a Unit Owner to pay for reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of Owner (or guests, family, tenants, or others acting for, by or under the Owner) to comply with the Condominium Documents, or if the casualty losses were known or should have been known to the Owner and were not timely reported to the Association.

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

(j) Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board. If reconstruction in accordance with the original plans and specifications

cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the affected Unit Owner and the Institutional Mortgagee holding a mortgage on the Unit, if any.

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

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

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

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

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

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

(3) Failure to Reconstruct or Repair. If it is determined in the manner provided in subsection (m) herein that the damage for which the proceeds are paid shall not be reconstructed or repaired and the Condominium terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagee(s) being payable jointly to them. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Board may deem appropriate. In determining the amount of any partial distribution, the Board shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale, to the extent applicable, of assets of the Association and has paid all applicable Association liabilities, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. Distributions

shall be based on the respective values of the Units immediately prior to the casualty event as determined by three (3) experienced real estate appraisers selected by the Board.

13. RESTRICTIONS UPON USE. No Owner, tenant or other occupant of a Unit shall:

(a) Single Family. Use the Unit for other than Single Family residence purposes. No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

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

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

(b) Owner Alterations. Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any patio, deck, porch or other exterior opening; place any draperies or curtains at the windows of any Unit without a solid, light color liner acceptable in color to the Board facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a Unit except upon written approval of the landscaping plan by the Board; erect any exterior lights or signs; place any signs or symbols in windows or in the Common Elements; erect or attach any structures or fixtures within the Common Elements; nor any of the foregoing without the prior written consent of the Board;

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

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

(e) Signs. Except as permitted by Rules and Regulations, no signs of any type shall be maintained, kept or permitted on any part of the Common Elements, nor in a motor vehicle parked on Common Elements, or in or on any Unit where the same may be viewed from the Common Elements;

(f) Loud Noises. No Unit Owner, tenant or occupant shall permit loud and objectionable noises or obnoxious odors to emanate from the Unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other Units in the sole opinion of the Board;

(g) Other Laws. No Unit Owner, tenant or occupant shall make any use of a Unit which violates any laws, ordinances, or regulations of any governmental body;

(h) Rules and Regulations. All occupants must conform to and abide by the uniform Rules and Regulations in regard to the use of Association Property, the Units, Limited Common Elements and the Common Elements which may be adopted from time to time by the Board, and must allow the Board or its designated agent to enter the Unit at any reasonable time to determine compliance with the Condominium Act or the Condominium Documents;

(i) Antennae. Except as permitted under Federal law or approved in writing by the Board, no wires, communication antennae, aerials or structures of any sort shall be erected, constructed, or maintained on the

exterior of a building or on or in any of the Common Elements or Limited Common Elements, except with the written consent of the Board;

(j) Nuisance. No Unit Owner, tenant or occupant shall commit or permit any nuisance, immoral, or illegal act in his Unit or in or on the Common Elements;

(k) Subdivide a Unit. No Owner shall divide or subdivide a Unit into a smaller Unit nor any portion thereof sold or otherwise transferred separate from the remaining portion of the Unit;

(l) Combination of Units. With the written permission of the Board, abutting Units may be physically combined into a single dwelling, but they shall, nevertheless, for all other pertinent purposes, including but not limited to, Assessments, ownership and use rights in Common Elements and Limited Common Elements, and voting, be deemed separate Units. Units which have been or are combined to form one dwelling may be severed into their component Units (separate Units) at any time the Unit Owner of the combined Unit so desires. Any construction or modification of the interior of such Units as may be required to effectuate the severance of the combined Unit into separate Units shall be subject to the written approval of the Board, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined Units shall, in any and all events, be accomplished at the sole expense of the Unit Owner(s) of the combined Unit and not at the expense of the Association. Nothing herein shall be deemed to require the Association to approve any modification which will alter the exterior appearance of the Condominium Property;

(m) Obstruction. No Unit Owner, tenant or occupant shall obstruct the common way of ingress or egress to the other Units or the Common Elements;

(n) Unsightly Objects. No Unit Owner, tenant or occupant shall hang any laundry, garments, or other unsightly objects which are visible outside of the Unit, or allow anything to remain in the common areas which would be unsightly or hazardous;

(o) Garbage. No Unit Owner, tenant or occupant shall allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor, and each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition.

(p) Hazards. No Unit Owner, tenant or occupant shall allow any fire or health hazard to exist;

(q) Equal Enjoyment. No Unit Owner, tenant or occupant shall make 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;

(r) Leasing. No Unit Owner may lease or rent less than an entire Unit or lease a Unit for less than fourteen (14) continuous days. For purposes of the Condominium Documents and Rules and Regulations, the term Lease shall include any lease, rental, occupancy, licensing, or similar agreement, written or otherwise, between an Owner and a person or entity permitting that person or entity to occupy the Owner's Unit in return for the payment of a fee, gratuity, or emolument, providing a service, or agreeing to a reciprocal occupancy with or to the Owner. Internet-based non-Owner occupancy arrangements made through services such as Airbnb are included in the definition of lease;

(s) Pets. No Unit Owner, tenant or occupant shall allow any animals to be kept in the Unit other than birds and fish and animals that must be permitted under state or federal laws, provided that, in the event any become a nuisance to the other Unit Owners in the sole opinion of the Board, such shall be removed from the Unit immediately;

(t) Security Cameras. Except for a security camera installed in a Unit entry door peep hole or door bell as may be permitted in Rules and Regulations, no Unit Owner or tenant may install a security camera or similar device that takes or stores pictures, video or data concerning the activities of persons in or on Association Property, Common Elements, or other Units. This prohibition shall not apply to the Association. The Board may determine to install and use one or more cameras or similar devices in portions of the Association Property or Common Elements where there is no reasonable expectation of privacy, including but not limited to the parking areas, exterior of the building, swimming pool areas, hallways and rooms used for housekeeping or maintenance purposes. No Membership approval shall be required;

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

(1) Owner Not in Residence: The Unit Owner must notify the Association of any occupancy of a Unit in the absence of the Owner of the Unit, or the spouse or domestic partner of the Owner, no matter the length of stay, and no matter whether the occupancy is by a guest, tenant, or Immediate Family Member. In the case of occupancy by an Immediate Family Member, the notification shall be made in advance but is not subject to any specific timeframe. In the case of a loan of a Unit (a loan being a permitted occupancy for no consideration) to a guest who is not an Immediate Family Member, or a lease of less than thirty (30) days, the written notice must be provided no less than five (5) days before the occupancy;

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

(3) For purposes of subsections (a) and (b) herein, Immediate Family Members are defined as fathers, mothers, children, siblings, nieces, nephews, grandchildren, and great grandchildren of the Owner or Owners, or their spouses or domestic partners. If a Unit is owned by a non-natural entity, a Single Family or individual designated as the primary occupant shall be treated the same as the Owner so that Immediate Family Members shall be defined as fathers, mothers, children, siblings, grandchildren, and great grandchildren of the primary occupant, or the spouse of the primary occupant;

(4) Notices required under subsection (a) shall be in writing and shall minimally include (1) the names of the occupants; (2) relationship to the Unit Owner; (3) number and ages of children, if any; (4) expected date of arrival; (5) expected date of departure; (6) a description of motor vehicle(s) to be used by occupants, if known; and (7) contact information for the occupants, including a mobile phone number and permanent mailing address. The Board may promulgate forms and may adopt rules or policies to require the Owner to provide additional pertinent information;

14. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the sale and leasing of a Unit by a Unit Owner shall be subject to the following provisions:

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

(b) Approval of Leasing. All leases, lease extensions, and lease renewals of thirty (30) days or longer shall be subject to prior approval of the Board. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Unit Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. It shall be the Unit Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Unit Owner so the Association may act on behalf of the Unit Owner to enforce the lease, evict the lessee, or otherwise. The Association may prescribe a form of uniform Lease Addendum. The

Unit Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which Association incurs to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Board) or to pay any claim for injury or damage to property caused by the negligence of the tenant, which amounts may be collected by the Association as provided in Section 11(c) hereof. The Unit Owners shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct to the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner, which amounts may be collected by the Association as provided in Section 8.5 hereof. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, provided however, a written response must be provided to a servicemember within 7 days of submission of a written application pursuant to Section 83.683, Florida Statutes. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Right of First Refusal, Duty to Provide Alternate Purchaser. If the Association disapproves a proposed sale or transfer, the Unit Owner shall receive a statement indicating the reason for the disapproval. The Association shall have no duty to provide an alternate purchaser, and the Association's right of first refusal shall be optional, in the event the transfer is rejected for cause based on one or more of the grounds for disapproval set forth above. If the Association disapproves a prospective purchaser without cause, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser who shall purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser. The closing between the selling Unit Owner and the Association, or the alternate purchaser, shall take place within sixty days after written notice of disapproval, or at such later date as the parties may agree. If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current condominium prices in Sarasota County, one appraiser will be selected by the selling Owner and the other selected by the Association. The Owner and the Association shall share the cost of the appraisals equally. Closing and transfer shall be within thirty days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.

(g) Transfer Fees. The Association will require the payment of a \$150.00 transfer fee per applicant (spouses or a parent or parents and any dependent children are considered one applicant) simultaneously with the giving of notice of intention to sell or lease, or such larger fee as may be permitted from time to time under the Condominium Act. No fee may be collected in connection with an application to renew or extend a previously approved lease.

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

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

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

(a) Share of Common Expenses. Each Unit Owner shall be liable for an equal share of the Common Expenses as stated in Section 5 of the Declaration. Assessments collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Unit Owner shall have the right to withdraw or receive distribution of his share of the Common Surplus except upon termination of the Condominium as provided herein.

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

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

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

(e) Acceleration. If any special Assessments or installments as to a Unit become more than thirty (30) days past due and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessments and all special Assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's

fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by Section 718.116, Florida Statutes, or may be sent separately.

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

(g) Certificate of Assessments. Within ten business days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. The Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

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

16. RIGHTS OF FIRST MORTGAGEES. Except as otherwise provided by the terms of this Declaration, the written consent of all persons or entities holding first mortgages upon any of the Units shall be first obtained prior to any amendments to this Declaration that adversely affect the priority of the first mortgagee's lien or the first mortgagee's rights to foreclose its lien, or that otherwise materially affect the rights or interests of the first mortgagees (It shall be presumed, except as to those matters described in Section 718.110(4) and (8), Florida Statutes that amendments do not materially affect the rights or interests of first mortgagees); prior to the termination of the Condominium to the extent the first mortgagee shall not be paid in full under the approved Plan of Termination; prior to the partition or subdivision of any Unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements. Such consents shall not be unreasonably withheld. Such first mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours.

17. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance with and fulfillment of the provisions of the Condominium Act, the Condominium Documents or the Rules and Regulations, shall entitle the Association or individual Unit Owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings. The failure of the Association or of any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, the Condominium Documents or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

18. EASEMENT. Each Unit Owner and his invitees and guests shall have a nonexclusive perpetual easement for ingress and egress to and from his respective Unit and the other Units through the Common Elements and a perpetual easement for encroachments which may exist now or in the future by reason of inaccuracies in construction, settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist.

19. CLUB FACILITIES. The Association owns and operates Club Facilities consisting of a 25 slip marina, the Sailors Rest (showers, mailroom, and laundry), a swimming pool and spa, tennis courts, and parking areas.

(a) Sovereignty Submerged Lands Lease and Conservation Easement. The marina facility is located upon lands leased under Sovereignty Submerged Lands Lease No. 580024283 with The Board of Trustees of the Internal Improvement Fund of the State of Florida. The current Lease expires on January 1, 2023 and is anticipated to be renewed. In conjunction with the Lease, the Association entered into a Conservation Easement recorded in Official Records Instrument # 2009135179, 7 Pages of the Public Records of Sarasota County, Florida.

(b) Operation of Club Facilities. The Association, through its Board, operates the Club Facilities as a commercial enterprise. The Board shall have broad authority to operate the Club Facilities, including the right to lease boat slips to the public on a daily or longer term. To the extent practicable the operation shall be self-supporting so that the net revenues from the operation of the Club Facilities are sufficient to pay for operating costs and maintenance of the Club Facilities. Notwithstanding the foregoing, some costs and expenses are apportioned between the budget for the Club Facilities and the Condominium budget based on estimated percentage of use or coverage, such as the cost of insurance. Costs or expenses incurred in the operation of the Club Facilities may be included in Common Expenses if not covered by revenues generated by operations.

(c) Slip Rental by Owners. Unit Owners may rent a boat slip at a reduced rate determined by the Board.

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

(a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed Amendment is considered;

(b) Proposal. An amendment may be proposed by either the Board or by twenty percent 20% of the Voting Interests of the Members;

(c) Required Member Vote for Regular Amendments. The adoption of any proposed amendment, except as elsewhere provided, shall require approval by not less than two-thirds of the Voting Interests of the Membership participating at a duly noticed and convened Membership meeting at which a quorum is attained;

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

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

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

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

(3) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision;

(4) Provided, however, that no Board adopted amendment to the Declaration pursuant to this subparagraph shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been distributed to the Members. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all Voting Interests request in writing that a

meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, two-thirds of the Voting Interests of the participating Members may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting;

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

21. TERMINATION. The Condominium may be terminated as set forth herein.

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

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

(c) Partial or Total Destruction. If the Condominium suffers partial or total destruction, and it is determined that the statutory conditions for economic waste or impossibility are not applicable, the Condominium may be terminated as provided in Section 12(m) of this Declaration.

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

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

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

(g) Provisions Survive Termination. The provisions of this Section 20 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board shall continue to function in accordance with the Bylaws and Articles of Incorporation, and applicable law, and shall have the power to levy Assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the termination trustee, as well as post-termination costs of maintaining the Property, are Common Expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

22. BINDING EFFECT AND GENDER. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

23. SEVERABILITY. If any provisions of the Condominium Documents or any section, sentence, clause, phrase, or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

The Board of Directors hereby certifies the accuracy of the recitals herein and executes this Amended and Restated Declaration of Condominium this _____ day of July 2022.

The Dock on the Bay Association, Inc.

Witness signature

Print name of witness

Witness signature

Print name of witness

Witness signature

Print name of witness

Witness signature

Print name of witness

By: Kevin Chipman, President

Attest: Jeoff Chipman, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of July 2022 by Kevin Chipman, as President, of The Dock on the Bay Association, Inc., on behalf of the Association. He is personally known to me or has produced _____ as identification. If no type of identification is indicated he is personally known to me.

Notary Public

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of July 2022 by Jeoff Chipman, as Secretary, of The Dock on the Bay Association, Inc., on behalf of the Association. He is personally known to me or has produced _____ as identification. If no type of identification is indicated he is personally known to me.

Notary Public