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CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
TANGERINE WOODS CONDOMINIUM**

We hereby certify that the attached Amended and Restated Declaration of Condominium (hereinafter the "Declaration of Condominium") of **TANGERINE WOODS, A CONDOMINIUM** (the original Declaration of Condominium of which is recorded at Official Records Book 1611, Page 1605 *et seq.*, of the Public Records of Sarasota County, Florida) was approved by the owners of not less than two-thirds (2/3) of all of the Units of the Condominium at the special membership meeting **TANGERINE WOODS OWNERS ASSOCIATION, INC.** (herein, the "Association") held on March 15, 2018, in accordance with the provisions of Article 15 of the Declaration of Condominium. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 4 day of April, 2018.

Signed, sealed and delivered:
in the presence of:

TANGERINE WOODS OWNERS ASSOCIATION,

sign Diane Gilroy

By: Bill Bower
Bill Bower, President

print Diane Gilroy

sign Terry Swartz

print Terry Swartz

sign Denise Cain

Attest: Ken Keyes
Ken Keyes, Secretary

print Denise Cain

sign Kenneth E. Wall

[Corporate Seal]

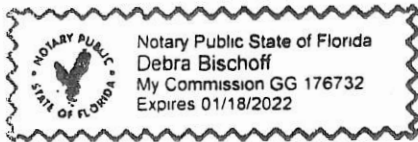
print KENNETH E. WALL

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4 day of April, 2018, by Bill Bower as the President of Tangerine Woods Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires:

NOTARY PUBLIC



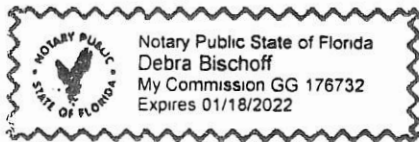
sign Debra Bischoff
print Debra Bischoff
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4 day of April, 2018, by Ken Keyes as the Secretary of Tangerine Woods Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires:

NOTARY PUBLIC



sign Debra Bischoff
print Debra Bischoff
State of Florida at Large (Seal)

TANGERINE WOODS OWNERS ASSOCIATION, INC.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

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AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM
OF
TANGERINE WOODS, A CONDOMINIUM

[Substantial rewording of Declaration of Condominium. See original Declaration and prior amendments for present text.]

WHEREAS, the original Declaration of Condominium of **TANGERINE WOODS, A CONDOMINIUM**, was recorded at Official Records Book 1611, Page 1605 *et seq.* of the Public Records of Sarasota County, Florida and has been amended; and

WHEREAS, the first Amended and Restated Declaration of Condominium of **TANGERINE WOODS, A CONDOMINIUM**, was recorded at Official Records Book 2104, Page 2750 *et seq.* of the Public Records of Sarasota County, Florida; and

WHEREAS, the second Amended and Restated Declaration of Condominium of **TANGERINE WOODS, A CONDOMINIUM**, was recorded at Official Records Instrument Number 2009019115 *et seq.* of the Public Records of Sarasota County, Florida; and

WHEREAS, the following amendments to the Declaration of Condominium were duly and lawfully presented to and approved by not less than two thirds (2/3) of all of the Units of the Condominium at an Association membership meeting held on March 15, 2018, pursuant to Article 15.2 of the Declaration of Condominium.

NOW, THEREFORE, be it resolved by the members of **TANGERINE WOODS OWNERS ASSOCIATION, INC.** that the following shall constitute the Declaration of Condominium of **TANGERINE WOODS, A CONDOMINIUM**, and shall supersede and replace the original Declaration, the First and Second Amended and Restated Declaration of Condominium and all amendments thereto.

1. PURPOSE AND NAME OF CONDOMINIUM.

1.1 Purpose. The purpose of this Amended and Restated Declaration is to resubmit the fee simple title to the land described in **Composite Exhibit "A"** to this instrument and to substantially amend and restate the Declaration of Condominium in its entirety.

1.2 Name and Address of Condominium. The name of the Condominium is **TANGERINE WOODS, A CONDOMINIUM** (herein, the "Condominium"). The address of the Condominium is 756 Tangerine Woods Blvd., Englewood, FL 34223-6051. The original Declaration of Condominium of **TANGERINE WOODS, A CONDOMINIUM**, was recorded at Official Records Book 1611, Page 1605 *et seq.* of the Public Records of Sarasota County, Florida, and has been amended multiple times over the years.

1.3 Legal Description. The legal description of the land previously submitted to condominium form of ownership is as set forth on the Condominium Plats, which are attached hereto as **Composite Exhibit "A"**, and incorporated herein by this reference.

2. DEFINITIONS. For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and Association Bylaws shall have the meanings stated in Chapter 718, Florida Statutes (herein, "the Condominium Act") and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation and Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Condominium Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any Unit Owner.

2.1 "Articles of Incorporation" or "Articles" means the Articles of Incorporation of **TANGERINE WOODS OWNERS ASSOCIATION, INC.**, as amended from time to time.

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

2.3 "Association" means **TANGERINE WOODS OWNERS ASSOCIATION, INC.**, a Florida not for Profit Corporation, which is responsible for the operation, maintenance and management of the Condominium, and its successors and assigns.

2.4 "Association Property" means that 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.

2.5 "Board of Directors" or "Board" means the Board of Directors of the Association which is responsible for the operation and administration of the Association.

2.6 "Bylaws" mean the Bylaws of the Association, as amended from time to time.

2.7 "Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or an officer of the Board to make recommendations to the Board regarding the proposed annual budget or take action on behalf of the Board.

2.8 "Common Elements" means the portions of the Condominium Property not included in the Units. The Common Elements shall include the easements through the Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to other Units and Common Elements, and easements of support in every portion of a Unit which contributes to the support of the improvements.

2.9 “Common Expenses” means all expenses properly incurred by the Association in the performance of its duties, including without limitation the expenses specified in the Declaration and Section 718.115, Florida Statutes. Common Expenses also include any valid charge against the Condominium Property as a whole, including but not limited to the following:

(A) Expenses of administration, maintenance, operation, repair or replacement of the Condominium Property, Association Property, Common Elements and of the portions of the Units to be maintained, repaired or replaced by the Association.

(B) The expenses declared Common Expenses by the Condominium Act, the provisions of this Declaration, the Articles of Incorporation, the Association Bylaws, or by a majority of the Board of Directors.

(C) Any valid charge against the Condominium Property or Association Property as a whole.

(D) Charges for Utility Services, except such service as is metered separately to a Unit.

(E) Insurance premiums on policies required by the provisions of this Declaration, Florida law or as determined appropriate by the Board.

(F) Administrative costs of operating the Association including professional fees and expenses, and all other expenses of carrying out the powers and duties of the Board.

(G) Communication Services to each individual Unit and to the Common Elements, if so elected by the Board.

(H) Expenses for the operation, maintenance, repair and replacement of the recreational areas and facilities.

(I) Salary of the manager or managers and their assistants, as shall be determined by the Board of Directors.

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

2.10 “Common Surplus” means the excess of all receipts and income of the Association from this Condominium including, but not limited to, Assessments, rents,

profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.11 "Condominium" means that form of ownership of real property created pursuant to the Condominium Act, which is comprised entirely of Units that are owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in the Common Elements.

2.12 "Condominium Act" means the Florida Condominium Act, Chapter 718, Florida Statutes, as subsequently amended from time to time. The provisions of the Condominium Act are incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. However, where the Condominium Act is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute, this Declaration shall prevail.

2.13 "Condominium Documents" means the recorded Declaration of Condominium, the Condominium Plats and Surveys, the Articles of Incorporation, the Bylaws, and all recorded amendments, supplements and recorded exhibits thereto.

2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements, which is appurtenant to the Unit.

2.15 "Condominium Plats" means that survey of the land showing all existing easements and graphic descriptions of the Units and a plat plan thereof which together with this Declaration of Condominium are in sufficient detail to identify the Common Elements and each Unit and provide accurate representation of their locations and dimensions, as attached hereto as **Composite Exhibit "A"**, and incorporated herein.

2.16 "Condominium Property" means the lands, leaseholds, and personal property that are subject to condominium ownership under this Declaration, whether or not contiguous, and all improvements now or hereafter located thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.17 "Declaration of Condominium" or "Declaration" means the Declaration of Condominium of **TANGERINE WOODS, A CONDOMINIUM**, originally recorded at Official Records Book 1611, Page 1605 *et seq.* of the Public Records of Sarasota County, Florida, and as it may be subsequently amended from time to time.

2.18 "Guest" means any person (other than the Unit Owner, Tenant, and his or her Family) who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted Occupant, without the payment of consideration or other remuneration.

2.19 "Improvements" mean all structures and all portions thereof, and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property.

2.20 "Institutional Lender" shall be construed to include but not be limited to, banks, savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage brokers and agencies or corporation of, or sponsored by the U.S. Government, including but not limited to Federal National Mortgage Association and Federal Home Loan Mortgage Corporation.

2.21 "Limited Common Elements" shall mean those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units as specified herein or on the Condominium Plats. Unless the context requires otherwise, all references in this Declaration to Common Elements shall include Limited Common Elements. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside the boundaries of the Unit, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element.

2.22 "Member" means the Owner in fee simple of a Condominium Unit or Parcel.

2.23 "Occupant" shall mean a person or persons in lawful possession of a Unit other than the Owner or Owners thereof.

2.24 "Operation" or "Operation of the Condominium" means and includes the administration and management of the Condominium Property.

2.25 "Rules" or "Rules and Regulations" mean those Rules and Regulations promulgated by the Association's Board of Directors governing the use, occupancy, alteration, maintenance, transfer, and appearance of the Condominium Property, including the Units, Limited Common Elements and Common Elements, and the operation and administration of the Association.

2.26 "Special Assessment" means any Assessment for Common Expenses levied by the Association against a Unit Owner other than the Assessment required by the annual budget.

2.27 "Tenant" means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the person involves the exchange of consideration, remuneration, the payment of money, the exchange of goods or services, etc.

2.28 "Unit" or "Condominium Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.29 "Unit Owner" or "Owner" means the record Owner of a Condominium Parcel.

2.30 "Unit Owner's Family" means the Unit Owner, the Owner's lawful spouse, lineal descendants, parents, grandparents, and spouses of lineal descendants.

2.31 "Utility Service" means electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, cable TV, garbage, trash, refuse and sewage disposal.

2.32 "Voting Interests" means the voting rights distributed to and held by the Association's Members pursuant to the Condominium Act and the Condominium Documents.

3. UNITS AND APPURTENANCES.

3.1 Units. Condominium Units shall be constituted as follows:

(A) **Real Property.** Each Unit, together with space within it, together with all appurtenances thereto, shall, for all purposes constitute a separate parcel of real property which is owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration of Condominium or the Condominium Act.

(B) **Unit Boundaries.** Each Condominium Unit shall consist of a distinct area of land, as permitted by the Condominium Act. The developer constructed certain improvements and structures located within and upon each Condominium Unit and no other improvements shall be permitted upon any Unit except in accordance with the Declaration.

(1) **Upper and Lower Boundaries.** The upper and lower boundaries of each Unit shall be determined in the same manner as provided from time to time by the law of Florida then in force for the determination of boundaries of an owner in fee simple of a parcel of real property.

(2) **Perimetrical Boundaries.** The perimetrical boundaries of each Unit shall be the vertical projections of the Unit boundary lines, as depicted on the survey, plat and plot plan attached hereto as Composite Exhibit "A", and any amendments thereto.

(C) **Numbering.** The Units in this Condominium shall be known and numbered as: Units 1 through 366, inclusive.

3.2 **EXCLUSIVE USE.** Each Unit Owner shall have the exclusive use of his or her Condominium Unit.

4. EASEMENTS.

4.1 General. The following easements from each Unit Owner to each other Unit Owner, to the Association and its employees, agents and hired contractors, to utility companies, Unit Owner's families in residence, Guests, invitees and to governmental and emergency services are hereby granted and created:

(A) Ingress and Egress. Easements over the Common Elements for ingress and egress, to Units and to the public ways.

(B) Maintenance, Repair and Replacement. The right to enter over, through and upon all the Condominium Property for the purpose of inspecting, maintaining, repairing and replacing any portions of the Condominium Property that are the responsibility of the Association; provided, however, that entry upon a Unit, except in the case of an emergency, shall be permitted pursuant to and in full compliance with the requirements of Section 718.111(5), Florida Statutes, as amended from time to time. Such access is to be only by the Association or its designated agent or agents and during reasonable hours, except that access may be had at any time in case of emergency, as determined by the Board of Directors. There is also appurtenant to each of the Units, easements, as needed, for encroachments benefitting such Unit resulting from minor construction deviations or variations and shifting and settling processes.

(C) Utilities. Notwithstanding anything contained herein or in the Condominium Plats to the contrary it is expressly understood that the Common Elements shall be and are hereby irrevocably made subject to easements for the installation and maintenance of public utility lines, equipment and services for the benefit of this Condominium. Easements are also reserved, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to other Units or Common Elements. The streets, walks and other rights of way serving the Units as part of the Common Elements necessary to provide reasonable access to the public ways are hereby made subject to non-exclusive easements for ingress and egress for the benefit of the Units. Any mortgage encumbering the Condominium Property shall be subordinate to all easements described herein and the rights of the Unit Owners as aforesaid.

(D) Public Services. Easements for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium Property.

4.2 Association's Right to Create Additional Easements. Should the intended creation of any easements fail by reason of the fact that at the time of creation, there may be no grantee having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Association as their lawful attorney-in-fact to execute any

instrument on their behalf as may be hereafter required or deemed necessary for the purpose of creating such easement.

5. COMMON ELEMENTS AND OWNERSHIP.

5.1 Common Elements. There shall be appurtenant to each of the Units an undivided one/three hundred and sixty sixth (1/366) ownership of the Common Elements. The Common Elements include all portions of the Condominium Property not included in the Condominium Units, including but not limited to the following:

(A) All easements as described herein.

(B) The tangible personal property required for the operation and maintenance of the Condominium. The Board may purchase, dispose of, add to, maintain, repair, replace, alter and improve such tangible personal property upon the approval of a majority of the Association's Board of Directors at a duly-noticed Board meeting.

(C) A swimming pool is located in the recreational area of the Condominium, being approximately twenty four (24) feet by fifty eight (58) feet in size and three (3) feet to six (6) feet in depth, having a deck size of approximately twelve hundred (1,200) square feet and a capacity of twenty eight thousand (28,000) gallons.

(D) There is a recreation building containing approximately eight thousand three hundred (8,300) square feet and a seating capacity of three hundred twenty five (325) persons. There are eight (8) regulation shuffleboard courts, two (2) regulation tennis courts, one (1) Bocce Court, and one (1) horseshoe court. All of the foregoing recreational and commonly used facilities are located within the Condominium.

(E) The land described above and all Improvements thereon, except for Units as shown on the aforementioned Condominium Plat and Improvements located upon the Units.

(F) Installations for furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.

(G) There is a twenty five (25) feet buffer zone, as a drainage and utility easement, within the Condominium at its perimeter, as provided in the Condominium Plat.

(H) There is one (1) nature trail in the wooded area across from the RV Lot.

(I) There is one (1) storage lot commonly referred to as the "RV Lot", approximately 2.61 acres (113,899 sq. ft.), used for storage of recreation vehicles, boats, trailers, as well as storage for Lazy Daze equipment and clubhouse decorations.

5.2 Ownership and Use of Common Elements. The ownership and use of the Common Elements shall be governed by the following provisions:

(A) Shares of Unit Owners. The share of Unit Owners in the Common Elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all of the Unit Owners, in accordance with the formalities of a deed with joinder of spouses as well as by all owners of lien interest in Units, as more fully provided in Section 718.110(4), Florida Statutes.

(B) Appurtenant to Units. The shares of the Unit Owner in the Common Elements are appurtenant to the Unit. None of the appurtenances may be separated from the Unit to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or otherwise pass with the Unit, whether or not expressly mentioned or described in a conveyance or other instrument describing the Units.

(C) Covenant Against Partition. In order to preserve the Condominium, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division of the whole or any part thereof.

(D) Non-Exclusive Possession. Subject to the terms of the Declaration and the reasonable and uniform Rules and Regulations adopted from time to time by the Board of Directors, each Unit Owner and the Association may use the Common Elements for the purposes for which they are intended but no such use shall hinder or encroach upon the lawful rights of the other Unit Owners. The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements, except the Limited Common Elements, and except as they may be restricted by the reasonable and uniform Rules and Regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

5.3 Percentage of Common Expenses and Common Surplus. The Common Expenses of the Condominium shall be assessed and the Common Surplus of the Condominium divided and apportioned among the Units, in the same percentages as ownership of the Common Elements set forth in Article 5.1 above.

Except as otherwise provided in Section 718.116, Florida Statutes, as amended from time to time, any Institutional Lender holding a first mortgage of record obtaining title to the Condominium Parcel as a result of foreclosure of the first mortgage or as a result of a Deed given in lieu of foreclosure shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such share of Common Expenses or Assessments is secured by a Claim of Lien for the same that is recorded prior to the recording of the said first mortgage.

6. ASSOCIATION.

6.1 Authority. The operation and administration of the Condominium shall be by **TANGERINE WOODS OWNERS ASSOCIATION, INC.**, a not for Profit Corporation.

6.2 Powers and Duties. In addition to the powers and duties of the Association elsewhere set forth in this Declaration, the Articles of Incorporation, Bylaws, the Condominium Act, and Chapter 617, Florida Statutes (herein, the "Not-for-Profit Corporation Act") or adopted by reference, the Association, through the Board of Directors, shall have the right to adopt and enforce uniform Rules and Regulations concerning the Common Elements, Limited Common Elements, and Units; provided, however that such Rules and Regulations shall not be contrary to the provisions of this Declaration of Condominium, the Articles of Incorporation or Bylaws of the Association.

In the event of default by any officers or directors of the Association in carrying out their obligations under this Declaration of Condominium, the Articles of Incorporation or Bylaws of the Association or the Condominium Law of the State of Florida, then in that event any adversely affected Member shall notify the defaulting officer or director, as the case may be, and in all events the Board of Directors, in writing, of such default, and shall extend a thirty (30) day period from the date of delivery of such notice to cure such default prior to instituting any legal action concerning the same.

6.3 Membership. Each Unit Owner shall automatically be a Member of the Association, and said membership shall terminate when he or she no longer owns a Unit in the Condominium or any interest therein, as more particularly set forth in the Articles of Incorporation and Association Bylaws. No Unit Owner, except as an officer of the Association, shall have any authority to act on behalf of the Association. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Owner's Unit.

7. VOTING.

Each Condominium Unit shall be entitled to one (1) vote at meetings of the Association's membership. The Bylaws shall provide the manner of exercising voting rights.

8. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

8.1 Maintenance by the Unit Owners. Each Unit Owner shall maintain, repair and replace at the Owner's sole cost and expense the following:

(A) Interior and Exterior Portions of Improvements. All interior and exterior (including roof and walls) portions of Improvements located upon their Unit including all landscaping, plants, shrubbery and trees. The Association shall mow and perform routine maintenance of the grass located on the Unit.

(B) **Unit and Limited Common Elements.** All portions of the Owner's Unit and Limited Common Elements, except those portions specifically required to be maintained, repaired and replaced by the Association.

(C) **Electrical Components.** Electrical conduit, wire, switches, fixtures and equipment located on the building side of the electric meter servicing the Unit, but not including the meter itself. The Association and/or the power company shall be responsible for the electrical service from and including the meter to and including the source of power to the Condominium.

(D) **Water Supply Lines and Components.** The water pipes, lines, items and components which lie on the building side of the water meter servicing the Unit, but not including the water meter itself. The water supply company shall be responsible for the water meter.

(E) **Sewer Lines.** The Unit Owner shall also be responsible for maintaining, repairing and replacing the sewer system, pipes, cleanouts, lines, components and improvements that are located within the boundaries of the Unit. If a sewer line blockage occurs within the Unit's boundaries, the Owner of the Unit is responsible for clearing the blockage at his or her sole expense.

(F) **Air-Conditioning and Heating Equipment.** All air-conditioning and heating equipment (including without limitation, the compressor, condenser, air-handler, coolant or Freon lines, drip pans, ducts, condensate lines and all parts and appurtenances thereto) exclusively serving the Unit.

(G) **Shut-off Valve and Backflow Preventer.** The Unit's water shut-off valve, and backflow preventer, if any.

8.2 Maintenance by the Association. The maintenance, repair and replacement of the Common Elements and Association Property shall be the responsibility of the Association as a Common Expense. The Association shall also maintain all grass located within a Unit's boundaries. The Association shall not maintain, repair or replace the Unit's plants, landscaping beds, shrubs, trees, other landscaping and improvements.

8.3 Buffer Zone. The buffer zone shall be maintained by the Association in its original natural vegetation state, with minimal or no maintenance except as needed for drainage or safety purposes and to remove dead or diseased trees, and no additional landscaping. Trees and palms shall be left to grow and defoliate naturally and shall not be trimmed or cut by the Association or by a Unit Owner, except for drainage or safety purposes. A Unit Owner may upon prior request to and written consent of the Association's Board of Directors, trim trees or bushes in the buffer zone at the Unit Owner's sole expense.

8.4 Material Alterations and Improvements. There shall be no material alteration or substantial additions to the Common Elements, Limited Common Elements, Association Property, Units or Improvements located on Units, except in a manner provided herein.

(A) By the Unit Owners. Unit Owners may alter, decorate, repair, replace or change the Improvements located upon their Unit, provided the written approval of the Board of Directors is first obtained, which shall be based upon objective criteria established by the Board, which criteria shall include the impact upon the uniform exterior appearance of the community and aesthetics. Unit alterations and improvements shall also conform to the requirements of Article 10 hereof. The Board of Directors may delegate its authority to approve additions and alterations to a Unit (and revoke that delegation at will) to the Exterior Committee and may create guidelines for that Committee to follow as needed.

(B) By the Association. The Association, through its Board of Directors, may materially alter, add or improve the Common Elements or Association Property; provided that any expenditure, except as noted below, for a material alteration, addition or improvement in excess of Ten Thousand Dollars (\$10,000.00) shall require the prior approval of the Owners of a majority of all Units. Unit Owner approval shall not be required for expenditures related to maintenance, repair, replacement, preventative maintenance, compliance with valid governmental orders, insurance requirements, or for security measures necessitated by conditions or events.

(C) Owner Alteration of Common Elements. No Unit Owner shall make any alteration or improvement to the Common Elements, the portions of the Improvements of the Condominium which are to be maintained, repaired or replaced by the Association or remove any portion thereof, or make any addition thereto, or impair any easement, unless he or she has first obtained approval in writing of the Board of Directors of the Association. If said Owner has received the above approval, then the Unit Owner may make such alteration or improvement at his or her sole and personal expense, provided all work shall be done without disturbing the rights of other Unit Owners; and provided that all alterations and improvements shall be in compliance with all existing building codes; and no alterations shall cause any increase in any insurance premium to be paid by the Association.

8.5 Additional Unit Owner Obligations. In connection with the Unit Owner's maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association's Board of Directors before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment and such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Unit Owner is also required to obtain the prior written approval of the Board of Directors for any project that affects or

could affect the Common Elements, such as electrical or plumbing repairs or changes that could go beyond the perimeter of the Unit. For these jobs, qualified contractors with adequate insurance are required to protect the Association's and other Unit Owner's interests.

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

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

8.8 Failure to Maintain and Repair a Unit. In the event the Owner of a Unit fails or refuses to properly maintain, repair or replace any portion of the Unit or Limited Common Elements as required by this Declaration within a reasonable time, the Board of Directors shall have the right to proceed in a court of equity or in arbitration to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorney's fees, including but not limited to attorneys' fees incurred prior to litigation and appellate attorney's fees. Additionally, the Board shall have the right to undertake such maintenance, repair or replacement and assess the Unit Owner and the Unit for the necessary sums to make necessary repairs, improvements or corrections. After reasonable advance written notice, the Board shall have the right for its contractor, agents or employees to enter the Owner's Unit, perform the necessary work and collect the amount due from the Unit Owner. The amount shall be due and payable within thirty (30) days after written notice of the Assessment is provided to the Unit Owner. If such Assessment remains unpaid after said thirty (30) day time period, the Association may proceed to collect such Assessment via a common law lien and/or a suit for money damages.

8.9 Owner Caused Damage. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his or her intentional act, omission, gross negligence or negligence, or by that of any member of the Unit Owner's Family or his or their servants, Guests, employees, agents, invitees or Tenants. If any condition, defect or

malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions.

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

8.10 [Intentionally Left Blank].

8.11 Additional Unit Owner Responsibility for Alterations and Additions. The Unit Owner shall be financially responsible for the insurance, maintenance, repair, care and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for charges of equal value to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to

remove and re-install said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

9. INSURANCE, REPAIR AND REBUILDING.

9.1 Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners, shall be governed by the provisions of Section 718.111(11), Florida Statutes, as subsequently amended from time to time, and as hereinafter set forth.

9.2 Authority to Purchase; Named Insured. The Association shall have the following responsibilities:

(A) The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, and the Condominium Property required to be insured by the Association pursuant to the Condominium Act. A copy of each policy of insurance in effect shall be made available for inspection by the Unit Owners at all reasonable times.

(B) 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 located within or on the Unit; (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. Each Unit Owner must obtain and maintain property insurance for the portions of the Condominium Property that must be insured by the Owner, and liability insurance.

(C) All insurance policies upon the Condominium Property shall be purchased by the Association and the named insured shall be the Association, individually, and for the use and benefit of the Unit Owners, naming them and their mortgagees, as their interests may appear. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners.

9.3 Casualty. All of the facilities in the Condominium including all Buildings and Improvements and all personal property belonging to the Association or a part of the Common Elements, shall be insured in an amount equal to One Hundred Percent (100%) of their then current replacement cost, excluding land, foundations, excavations and other items that are usually excluded from such insurance coverage. The Association must obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, every thirty-six (36) months for as long as required by the Condominium Act. The property insurance required under this provision must be based

on the replacement cost of the property as determined by the appraisal. Such coverage shall afford protection against:

(A) Loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered in similar types of projects, including those covered by the standard "all risk" endorsement.

(B) "Master" or "blanket" policy of flood insurance if the Condominium or any portion thereof is located in a special flood hazard area, as defined by the Federal Emergency Management Agency or its successors, in an amount not less than the lesser of (i) the maximum coverage available at subsidized rates under the National Flood Insurance Program for all Buildings and other insurable property within the Condominium located within the special flood hazard area, or, (ii) One Hundred Percent (100%) of current replacement cost thereof.

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

The casualty policy shall contain a waiver of the right of subrogation against Unit Owners individually, a provision that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of the Unit Owners collectively and a provision that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

9.4 Deductible. The Board of Directors 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. The deductible shall be paid by the party responsible for obtaining and maintaining insurance on the item damaged. For example, damage to windows 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 windows 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 for 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.

9.5 Public Liability. A comprehensive general liability insurance policy shall be carried on the Common Elements and all other areas under the supervision of the

Association in an amount of at least \$1,000,000 for bodily injury, death and property damage for any single occurrence, with excess coverage of at least \$5,000,000. The liability insurance shall provide coverage for death, bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and any liability related to employment contracts to which the Association is a party. Additional public liability insurance shall be carried in such amounts and with such coverages as shall be determined by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

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

9.7 Other Insurance and Special Endorsements. The Association may carry such other insurance and special endorsements as: (i) the FHA, VA, FNMA, and/or the FHLMC may require as a condition to continued project, approval so long as any such organization holds or insures a mortgage in the Condominium, and (ii) the Board shall determine from time to time to be desirable.

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

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

9.10 Reconstruction and Repair. If any part of the Condominium Property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

9.11 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building with changes required by applicable building codes, or if not, then according to plans and specifications approved by the Board of the Association and Institutional First Mortgagees holding mortgages on the Units involved.

9.12 Responsibility. If the damage includes those parts of a Unit or Limited Common Element or additions or upgrades for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair after casualty of said portion of the work, although the Association may perform the work on behalf of the Unit Owner if the damage is to an item that the Association insures when the Board deems it to be in the best interests of the Association to do so, including but not limited to, casualties where having multiple contractors may impede

reconstruction efforts. When the Association is the recipient of insurance proceeds, such as in cases where a portion of the building is insured by the Association, but is the repair responsibility of the Unit Owner, 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. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

9.14 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, which amount shall be part of the Common Expenses of the Association assessed against Unit Owners.

9.15 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from Assessments against Unit Owners shall be disbursed in payment of such costs in the manner required by the Board of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as Common Surplus.

9.16 Exceptions. Notwithstanding other provisions of this Article 9, as set forth in the Condominium Act, the Association has the right to require an Owner to pay for reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of Owner (or the Owner's Guests, servants, agents, invitees, contractors, the Owner's 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.

9.17 Personal Insurance. Each individual Unit Owner shall be responsible for purchasing, at his or her or its own expense, liability insurance to cover accidents occurring within the Unit or on that Unit's Limited Common Elements, insurance coverage for all property as required by Owners in this Article 9. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

9.18 General Requirements. If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to any claims against Unit Owners, the Association, their respective servants, agents, Tenants and Guests. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of the Association shall not be responsible for the quality or financial responsibility of the insurance companies, provided they are licensed to do business in the State of Florida.

9.19 Equitable Relief. Any Unit Owner and Institutional Lender owning and holding a mortgage encumbering a Unit in this Condominium shall have the right to petition a court having equity jurisdiction in and for the county where the Condominium Property is located for equitable relief relating to the provisions, rights and obligations of this Article 9.

10. USE RESTRICTIONS.

In order to provide for the congenial and harmonious use and occupancy of the Condominium Property and to better protect the value of the Units, the use and occupancy of the Condominium Property and each Unit shall be in accordance with the following provisions as long as the Condominium shall exist:

10.1 Residential Use. Each Condominium Unit shall be used exclusively as a single family residential dwelling. Single family residential dwelling shall mean occupancy by a single housekeeping unit composed of one (1) person or by no more than two (2) people no matter how related. Nothing herein shall be applied or construed to permit discrimination based on familial status, handicap, or other protected classification under the applicable Fair Housing laws. No business, hobby or trade that involves the sale of goods or services (including but not limited to garage sales and yard sales) shall be permitted thereon or therein.

10.2 Improvements/Alterations. All Condominium Units and Improvements shall be and remain of like exterior design, shape, color and appearance as the original construction by the developer. The Association, acting through the Board of Directors, shall have the right based upon uniform standards adopted by the Board to grant permission to applying Unit Owners to remodel or alter the outside appearance of their Unit or Improvements from time to time, or to replace the home or Improvements. No structural alterations or changes shall be made to the dwelling located on said Unit without prior approval of the Board of Directors of the Association.

10.3 Subdivide Unit. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

10.4 Replacement Dwellings. No Unit Owner, their agent or contractor may replace any dwelling located upon the Unit except in strict compliance with the architectural guidelines adopted by the Board of Directors.

10.5 55+ Occupancy Restriction. This is a housing facility for older persons. Pursuant to the exemption to the federal Fair Housing Amendments Act of 1988, each Unit shall (unless vacant) be occupied by at least one person 55 years of age or older, and a Unit shall not be occupied unless that condition is met. The Association's Board of Directors shall have the authority to adopt exceptions to this 55+ Unit occupancy restriction so long as at least eighty percent (80%) of the Units are occupied by at least one person fifty-five (55) years of age or older. The Board of Directors may adopt reasonable rules to enforce this paragraph including, but not limited to, the right to conduct biannual Unit Occupant age surveys and require all Occupants to provide satisfactory proof of their age upon Board request.

10.6 Temporary Guests. A Unit shall not be occupied by a Guest or relative unless one of the Unit Owners, the spouse of an Owner or significant other of an Owner is also physically present in the Unit. A Guest or relative shall not be permitted to occupy a Unit more than thirty (30) days in any twelve (12) month period, regardless of age. The Association may require any Guest or Tenant who continues to violate a restriction or rule, after written warning, to permanently leave the Condominium Property. The Unit Owner shall be held responsible for any damage to the Common Elements committed by the Owner, the Owner's Tenants, the Owner's Family, invitees, contractors, licensees, or Guests and shall be responsible for ensuring that the Owner's Tenants, Owner's Family, invitees, contractors, licensees or Guests comply with the Condominium Documents and the Association's Rules and Regulations.

10.7 Interference. Occupants of Condominium Units shall not suffer, permit, or maintain in their premises loud noises or obnoxious odors, nor otherwise interfere with the rights of other Unit Owners or residents. No use or practice shall be permitted which is a source of nuisance, unreasonable annoyance to residents or other Occupants or Units or which interferes with the peaceful possession or proper use of the Condominium Property in the opinion of the Association's Board of Directors. All parts of the Condominium Property, including the Units, shall be kept in a clean and sanitary condition. No trash, rubbish, refuse or garbage shall be allowed 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.

10.8 Partition. No Condominium Parcel or Unit shall be divided or subdivided or severed from the realty, nor shall any Unit be subject to partition in any court of law, and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such an action.

10.9 Hazards. No Unit Owner, Tenant or resident shall permit or suffer anything to be done or kept in the Owner's Unit which could be a health, safety or fire hazard or which

will increase insurance rates on the Owner's Unit or on the Common Elements in the opinion of the Board of Directors.

10.10 Signs. No sign of any type shall be maintained, kept or permitted on or in a vehicle, any part of the Common Elements, nor in or on any Unit where the same may be viewed from the Common Elements, except for those signs specifically approved in writing by the Board of Directors. As an exception to the above, each Owner may display a Unit identification sign and one (1) "For Sale" or "For Rent" sign, which may only be displayed in the manner established by the Board of Directors. "Open House" signs may be displayed in the Unit's yard only during the open-house event. A Unit Owner may display one sign provided by a contractor for security services within ten feet (10') of any entrance to the home.

10.11 Flags. The U.S. flag and U.S. military service flags may be displayed on a Unit in a respectful way and in the manner allowed by law.

10.12 Rules and Regulations. Reasonable and uniform Rules and Regulations concerning the Units and the Condominium Property may be made and amended from time to time by the Association's Board of Directors, in the manner provided in the Articles of Incorporation or Bylaws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and Occupants of the Condominium upon request. The Unit Owners, Owner's Family, Tenants, contractors, invitees, Guests, residents and Occupants shall abide by the Condominium Documents and the Association's Rules and Regulations. The Association may require any Guest, Occupant or Tenant who continues to violate a Rule or Regulation, after warning to the Guest, Occupant or Tenant, to leave the Condominium Property.

10.13 Television and Other Outdoor Antennae. All exterior antennas are subject to the Rules and Regulations adopted by the Board of Directors, and such Rules and Regulations shall be consistent with the applicable regulations of the Federal Communications Commission.

10.14 Pets. A limit of two (2) domestic pets, limited to dogs, cats or caged birds, may be permitted or maintained in a Unit or on the Common Elements. Pets must be kept in compliance with all Rules and Regulations. Dogs and cats shall be permitted out of doors within a Unit only when under the direct control of the owner. When pets are walked off the Unit, they must be on a leash which is no longer than eight (8) feet.

10.15 Parking. Unless permitted by uniform Rules and Regulations promulgated by the Board of Directors of the Association, no person shall keep or park on the Common Elements or Unit any trailer, camper, boat, truck, commercial vehicle or any vehicle the height of which prevents it from being parked under the Unit's carport.

It is intended that the only vehicles permitted to be kept on the Condominium Property by Unit Owners, their Guests, Occupants, Tenants, licensees, invitees or assignees will be

customary private passenger vehicles. A "customary private passenger private automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two (2) doors or four (4) doors on a sedan, hatchback or convertible and shall also include station wagons, vans, minivans and pick-up trucks which do not exceed twenty-two (22) feet in length, and utility vehicles, such as Ford Explorer, Chevrolet Blazer, Jeep and similar vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height or adding, off-road tires, roll bars or similar equipment.

Motor bikes or motorcycles may be parked or kept on the Condominium Property only if parked inside the carport area and if same are not a nuisance or annoyance to Unit Owners or residents.

Owners may own one (1) golf cart in addition to any other permitted vehicles. Parking of golf carts shall be kept in accordance with the Rules and Regulations adopted by the Board of Directors.

The following motor vehicles shall be prohibited from parking on the Condominium Property except as noted below: pick-up trucks that exceed twenty-two (22') feet in length, boats, campers, recreational vehicles, trailers, motor homes, and mobile homes. Trucks are described as "motor vehicle designed or used principally for the carriage of goods." This also includes a motor vehicle to which has been added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger. Recreational vehicle described as a vehicle having either a kitchen or bathroom facility.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in a parking area during the time they are actually servicing a home, but in no event overnight; (2) boats, trailers, pick-up trucks of greater than twenty-two feet (22'), commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Unit Owner's home during day light hours while actively being loaded or unloaded, but in no event parked overnight. This restriction shall not preclude the Association from assigning an area for parking and storage of the trailers, campers, and other prohibited vehicles mentioned above. In no event shall permitted vehicles be parked on Units or Common Elements for purposes of repair nor stored or placed on "blocks".

10.16 Storage. No person shall permit or maintain any exposed or outside storage or storage containers. No person may dispose of or keep refuse, trash or garbage in or on any exterior area of the Owner's Unit or in or on the Common Elements.

10.17 Mechanical Interference. No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception of other Units.

10.18 Exterior Ground Surfacing. No exterior ground surfacing or covering, other than grass, is permitted. All other landscaping materials such as but not limited to landscape rocks, pavers, shells, patio stones and xeriscape concepts where visible from the Common Elements may not be used without obtaining the prior written approval of the Board of Directors.

10.19 Laws. No improper, offensive or unlawful use shall be made of the Condominium Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental, bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11. SALE, RENTAL, LEASE OR TRANSFER.

11.1 Approval of Sale or Lease. No Unit Owner may lease, or dispose of a Unit or any interest therein by sale or transfer without the prior written approval of the Association's Board of Directors. The Association's Board of Directors may delegate its authority under this Article 11 to a single director, a committee or an agent.

(A) **Exceptions.** However, a Unit Owner may sell, transfer or lease a Unit to (1) another Unit Owner; (2) to a spouse of the Unit Owner; (3) to lineal descendants of the Unit Owner or spouse; (4), to a non-natural entity if wholly owned by the Unit Owner, the Unit Owner's spouse, or Unit Owner's Family or (5) to a trustee if the Unit Owner, the Unit Owner' spouse, or Owner's Immediate Family (that is, parents, children, grandchildren, and siblings) of the Unit Owner or spouse are the sole beneficiaries, without prior written approval of the Association's Board of Directors.

(B) **Time Sharing Prohibited.** The sale or transfer of title to a Condominium Unit under Time Sharing, Interval Ownership or similar arrangement is prohibited.

11.2 Multiple Unit Ownership. No person shall have an ownership interest, directly or indirectly, in more than two (2) Units in the Condominium. Exceptions to this Article 11.2 are as follows: (i) Unit ownership which predates the creation of this restriction by amendment in 2007 or 2008 and (ii) a mortgagee that acquires title to a Unit or Units by foreclosure or deed in lieu of foreclosure may hold title to more than two (2) Units in the Condominium.

11.3 Approval of Lease. All leases, lease extensions and lease renewals shall be subject to the prior written approval of the Association's Board of Directors. Approval shall not be unreasonably withheld. For all purposes of this Declaration, occupancy of a Unit by a person or persons in the absence of an Owner of the Unit, shall be treated the same as a lease and the Occupant shall be treated the same as a Tenant.

(A) Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or agent shall apply to the Association for approval of such lease. If desired, the Board may prescribe the use of a uniform application form.

(B) The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents and the Rules and Regulations of the Association.

(C) 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 Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or take any other action that the Owner, as landlord, may take regarding the lessee. The 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.

(D) The Association has a right to require, as a condition to permitting the leasing of a Unit, the depositing with the Association of a security deposit in an amount not to exceed the equivalent of one (1) month's rent, which may be placed by the Association in an account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses associated with the wrongful acts of the lessee or his invitees, including but not limited to damage to the Common Elements and the Association property.

(E) 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 of the Tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the 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.

(F) 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, application fee,

and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within that timeframe shall be deemed to constitute approval.

11.4 General Provisions Regarding Leasing. Only entire Units may be rented. Rental of rooms or less than the entire Unit is prohibited. There shall be no subletting of Units without approval of the Board in the manner provided. The maximum stay for Guests of Tenants is fourteen (14) days in any twelve (12) month period. Guests of Tenants may not use the Unit except when the Tenant is also in residence. All leases shall be for a minimum period of ninety (90) days. Upon the expiration of any lease, renewals thereof shall also be a minimum period of ninety (90) days.

11.5 Disapproval of Leasing by Association. If the Association disapproves a proposed lease or its renewal, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the Tenant.

11.6 Approval of Sale or Transfer of a Unit. The approval of the Association that is required for the transfer of ownership of a Unit shall be obtained in the following manner: A Unit Owner intending to make a sale or other transfer of the Unit or any interest therein shall give to the Association written notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale or transfer 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.

(A) The prospective purchaser shall make himself or herself available for a personal interview, if desired, by the Board, prior to approval of such sale. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, application fee, and the holding of a personal interview, whichever date occurs last, the Association 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.

(B) Failure of the Association to respond within the thirty (30) day period shall constitute approval.

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

(A) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall include all proposed

Occupants) intends to conduct himself or herself in a manner inconsistent with the Condominium Documents;

(B) The person seeking approval (which shall include all proposed Occupants) has been designated by a court as a sexual predator or sexual offender, or been convicted of a felony crime involving violence to persons or property;

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

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

(E) The person seeking approval (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;

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

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

(H) After due consideration of age requirements for the continuity of the Association's status as a 55+ community.

11.8 Application Fee. The Association shall require the payment of a preset transfer or application fee simultaneously with the giving of notice of intention to sell, transfer, or lease, said screening fee to be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease on the same terms with the same Tenants.

11.9 Questionnaire Fees. The Association may require the payment of a fee to complete a mortgage questionnaire form per Section 718.111(12)(e), Fla. Stat.

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

12. COMMON FACILITIES.

The open space areas, road rights of way, walkways and recreational facilities (hereinafter referred to as common facilities) of **TANGERINE WOODS, A CONDOMINIUM** are subject to use for their intended purposes by the Owners of Units in this Condominium. Further, all common facilities of this Condominium are subject to the easements shown on the Condominium Plats which are **Composite Exhibit "A"** hereof and on the Condominium Plat.

13. ASSESSMENTS.

The making and collection of Assessments against Unit Owners for the Common Expenses shall be pursuant to the Condominium Act, Association Bylaws, Articles of Incorporation and Declaration of Condominium, and is subject to the following provisions:

13.1 Share of Common Expenses. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and charges coming due while he/she is the Unit Owner. Except as provided in Section 718.116, Florida Statutes, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments, late fees, interest, fines and charges against the predecessor for his/her share of the charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee.

The liability for Assessments, accrued interest, late fees, fines or charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments, fines or charges are made. All payments on account shall be first applied to accrued interest, then to late charges, then to collection costs, then to attorney's fees incurred incident to collection and then to the Assessment payment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. The Board of Directors may waive or reduce interest, late fees, costs and its attorney's fees as it deems appropriate; however, the Board of Directors shall not waive or reduce Assessments.

13.2 Interest, Late Charges, and Application of Payments. Assessments, and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law (currently eighteen percent (18%) interest per annum and a late fee of five percent (5%) or Twenty-Five Dollars (\$25.00) whichever is greater). The Board may accelerate unpaid Assessments in the manner prescribed by law. Any bank transaction fees incurred by a Unit Owner are the responsibility of the Unit Owner. For Unit Owners who are more than ninety (90) days past due with the payment of a monetary obligation due to the

Association, the Association is also authorized to suspend the right to use the Common Elements and suspend the voting rights of the Owner, until the Owner has brought the Owner's account current. All payments upon account shall be first credited to any interest and late charges, then to any collection costs and attorney's fees incurred incident to the collection effort and then to the Assessment payments first due. All interest and late charges collected shall be credited to the general expense account.

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

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

13.4 Acceleration of Assessments. If any Assessment or installment thereon is not paid within fifteen (15) days after its due date, the Association may elect, upon ten (10) days written notice to the Unit Owner or his authorized agent to declare all Assessments and installments to become due during the remainder of the fiscal year due and payable in full (accelerated) and the Association shall have the right to foreclose its lien for all such sums as well as those previously delinquent.

13.5 Special Assessments. The Association's Board of Directors may levy special Assessments against the Unit Owners by a majority vote at a duly-noticed Board meeting. After such Board approval, such special Assessment shall become effective and payment shall be due not less than fourteen (14) days after notice thereof in such a manner as the

Board of Directors may require, except in the event of an emergency in which case the special Assessment may be due upon receipt by the Owner.

13.6 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. The notice will be given by mailing or delivering a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Condominium Act, as amended from time to time.

13.7 Attachment of Rental Income When Account is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, when monetary obligations of the Unit Owner to the Association are ninety (90) days or more delinquent, the Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from the Owner's Unit(s) to be paid directly to the Association until all outstanding Assessments, charges, fines, fees, late fees, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

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

13.9 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association shall charge a fee in amount not to exceed the maximum amount allowed by law for providing such a certificate.

13.10 Lien for Charges. There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. For

example, a lien for charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

13.11 Money Judgment. In addition to its other remedies provided herein and by the Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for unpaid Assessments and other monetary obligations due to the Association without waiving the lien securing the same. Interest shall accrue on all final judgments obtained by the Association at eighteen percent (18%) per annum.

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

14. REMEDIES FOR VIOLATIONS.

14.1 Negligence. A Unit Owner shall be liable for any cost, expense, maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of the Owner's Family, or his or their Guests, invitees, Occupants, employees, contractors, agents or Tenants. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner, any member of the Owner's Family, or his or their Guests, employees, contractors, invitees, agents or Tenants.

14.2 Compliance and Default. Each Unit Owner, a member of the Owner's Family, Tenant, resident, Occupant, Guest, contractor, employee and invitee shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations adopted by the Association's Board of Directors. Failure of a person to comply therewith shall entitle the Association or any

Unit Owner or Owners to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

The Association shall arbitrate prior to litigation in such instances and manner as required by state law. Also, the Association Board of Directors may levy fines for enforcement of the Condominium Documents, Rules and Regulations after notice and/or opportunity for a hearing and subject to limits, as provided in the Association Bylaws and by Association Rule in accordance with the requirements of state law.

14.3 Costs and Attorney's Fees. In any proceeding arising out of an alleged failure or refusal of a Unit Owner to comply with the requirements of the Condominium Act, this Declaration, the exhibits attached hereto, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable arbitration, mediation, pre-litigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

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

14.5 Tenant Conduct, Remedies. If a Tenant fails or refuses to abide by the Condominium Documents and Association Rules and Regulations, the Unit Owner(s) shall be responsible for the conduct of the Tenant and shall be subject to all remedies set forth in the Condominium Documents, Association Rules and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his or her Tenant's conduct into compliance with the Condominium Documents and Association Rules by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails or refuses to bring the conduct of the Tenant into compliance with the Condominium Documents and Association Rules, the Association shall have the authority to act as the irrevocable agent of the Unit Owner to undertake whatever action is necessary to abate the Tenant's noncompliance, including without limitation the right to institute an action for eviction against the Tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a common law lien on the Unit. Each Owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the tenant and all Occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit Owner under applicable landlord/tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

14.6 Enforcement. The Association, its manager or other authorized persons are hereby empowered, but never required to enforce this Declaration of Condominium and the Bylaws and Rules and Regulations of the Association by such means as are provided by the Laws of the State of Florida, including but not limited to the filing imposition of a civil lawsuit for monetary damages, declaratory relief, injunctive relief or a petition for arbitration. The Board of Directors of the Association shall use its reasonable business discretion, and is authorized to consult with and rely on the advice and opinions of its attorneys and other experts, when deciding whether it is in the best interests of the community to elect to enforce the Condominium Documents, the Association Rules and Regulations and Florida law.

15. AMENDMENTS OF DECLARATION.

15.1 Proposal and Notice. An amendment to this Declaration may be proposed by the Board of Directors or by not less than thirty percent (30%) of the Association Membership. Notice of the text of a proposed amendment shall be included in or with the notice of the members' meeting at which the proposed amendment will be considered.

15.2 Approval. This Declaration may be amended at any time by the affirmative vote of the Owners of two-thirds (2/3rds) of all of the Units of the Condominium; provided, however, that no amendment may vary, alter or amend the provisions of Florida Statute 718.403 without the affirmative vote of one hundred percent (100%) of the Units of the Condominium.

15.3 Execution and Recording. A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association and attested by the Secretary of the Association, with the formality of a deed. The Certificate of Amendment must state that the original Declaration of Condominium was recorded at Official Records Book 1611, Page 1605 *et seq.* of the Public Records of Sarasota County, Florida. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Record of Sarasota County, Florida.

15.4 Scrivener's Error or Omission. Notwithstanding anything forgoing to the contrary, in the event that an amendment to this Declaration of Condominium is required for the purpose of correcting a scrivener's error or omission, and such amendment shall not materially adversely affect any property rights of Unit Owners or Institutional Lenders, then such amendment may be effectuated by a majority of Units or by action of the Board of Directors; provided, however, that in the event the error corrected relates to the share of the Common Elements, Common Expenses or Common Surplus relative to a Unit, the Owners and mortgagees of such Unit shall join in the execution of the amendment. Such amendment shall, if passed and approved, be evidence in the Public Records in the same manner as amendments set forth above.

15.5 Institutional Lenders. Notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium Parcel or Parcels shall first be obtained before this Declaration may be amended in a manner that materially or adversely affects the security interest of lender(s) or termination of the Condominium, which said consent shall not be unreasonably withheld. An institutional lender shall also be entitled to written notification from the Association of any default in the performance by any individual Unit Owner on whose Unit such mortgagee holds its mortgage of any obligation under the Condominium documents which is not cured within sixty (60) days.

15.6 Automatic Amendment. Whenever Chapter 718, Florida Statutes, Chapters 607 or 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Declaration, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the eligible voting interests, may adopt by majority vote, amendments to the Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

16. TERMINATION.

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as then existing. In no event shall termination of this Condominium affect any easement rights created hereunder for the benefit of adjacent land.

17. COVENANTS RUNNING WITH THE LAND.

The provisions of this Declaration, the Articles of Incorporation, the Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein binding upon each and all of the Unit Owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws and the Rules and Regulations there under.

18. MISCELLANEOUS.

18.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other

provision of this Declaration, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

18.2 Governing Law. The laws of the State of Florida shall govern any and all disputes or litigation involving, pertaining or relating to the Condominium or the Condominium Documents.

18.3 Conflicts. In the event of a conflict, the Condominium Documents shall govern in the following order: (1) Declaration of Condominium, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

18.4 Headings and Capitalization. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

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

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