

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
KEVIN L. EDWARDS, ESQ.  
BECKER & POLIAKOFF, P.A.  
630 S. ORANGE AVENUE  
SARASOTA, FL 34236

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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
PELICAN HARBOUR AND BEACH CLUB, A CONDOMINIUM**

WHEREAS, the original Declaration of Condominium of Pelican Harbour and Beach Club, a Condominium was recorded on November 29, 1973 at O.R. Book 643, Page 842, et seq., Public Records of Manatee County, Florida (Declaration), and

WHEREAS, there have been numerous amendments to the Declaration, as reflected by instruments recorded in the public records.

WHEREAS, a significant package of amendments was recently approved by not less than fifty-one (51%) percent of the entire membership of the Pelican Harbour and Beach Club Condominium Association, Inc. at a membership meeting held on the 11 day of APRIL, 2002, and

WHEREAS, not less than fifty-one (51%) percent of the Board of Directors voted to approve the same set of amendments at a Board meeting on the 11 day of APRIL, 2002 and otherwise unanimously voted to integrate all of the provisions of the original Declaration, prior amendments and the recently adopted amendments into a single instrument.

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

**SUBSTANTIAL REWORDING OF DECLARATION -  
SEE CURRENT DECLARATION FOR CURRENT TEXT**

1. NAME. The name by which this condominium shall be known and identified is PELICAN HARBOUR AND BEACH CLUB, a condominium, and its address is 4234 Gulf of Mexico Drive, Longboat Key, Florida 34228-2424.

2. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes (The Act), is incorporated herein by reference, and all provisions thereof shall apply to this condominium, except as modified herein.

3. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Chapter 718, Florida Statutes) and as follows unless the context otherwise requires:

3.1 APARTMENT means "Unit" as defined in the Condominium Act; and the word "Apartment" for the purposes of this Declaration, shall be deemed to include each and every unit in the Condominium whether in a 2 story, or higher, building or a single family detached dwelling.

3.2 APARTMENT OWNER means unit owner as defined by the Condominium Act.

3.3 ASSOCIATION means PELICAN HARBOUR AND BEACH CLUB ASSOCIATION, INC.

3.4 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Common Elements shall include the items stated in the Condominium Act and all areas not included within the apartments. Included as a common element is that certain 99-year easement recorded in O.R.B. 643, Page 886, of the Public Records for Sarasota County, Florida, attached as Exhibit "D" to the original Declaration. Limited Common Elements shall mean and include those common elements that are reserved for the use of an apartment to the exclusion of other apartments.

3.5 CONDOMINIUM means all of the condominium property as a whole when the context permits, as well as the meaning stated in the Condominium Act.

3.6 SINGULAR, PLURAL, GENDER. Whenever the context so permits, the use of the plural shall include the singular and the singular the plural, and the use of any gender shall be deemed to include all genders.

3.7 UTILITY SERVICES, as used in the Condominium Act, and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, garbage and sewage disposal, and cable television and other telecommunication services obtained by the Board of Directors by bulk contract which shall be considered a common expense.

4. SURVEY AND FLOOR PLAN. A survey of the land of this condominium and a graphic description of the improvements thereon, and a floor plan identifying each apartment and the common elements and the limited common elements and their relative locations and approximate dimensions are attached hereto, incorporated herein and marked Composite Exhibit "B", and are recorded in Condominium Book 4, pages 83 through 89, Condominium Book 11, page 22 and Condominium Book 13, pages 86 through 88, of the Public Records of Manatee County, Florida. The condominium units shall be known and numbered as described in said Exhibit "B".

4.1 EASEMENTS are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment buildings or as buildings are constructed unless approved in writing by the apartment owner.

4.2 TYPES OF APARTMENTS. The Condominium consists of three (3) 2-story buildings which contain collectively, 52 units, one (1) 6-story building (including the ground level for parking, etc.) containing 9 apartments and five (5) detached single family dwellings.

4.3 APARTMENT BOUNDARIES. Each Apartment, which term as used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

a. UPPER AND LOWER BOUNDARIES OF ALL APARTMENTS EXCEPT THE SINGLE FAMILY DWELLINGS, HEREINAFTER REFERRED TO AS MANOR HOUSES. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) Upper Boundary -- The horizontal plane of the undecorated finished ceiling (including attics where applicable).
- (2) Lower Boundary -- The horizontal plane of the undecorated finished floor.

b. PERIMETRICAL BOUNDARIES OF ALL APARTMENTS EXCEPT MANOR

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HOUSES. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior Building Walls -- The intersecting vertical planes adjacent to and which include the interior of the outside walls of the apartment building bounding an apartment and fixtures thereon and when there is attached to the building a lanai, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior Building Walls -- The vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries.

c. UPPER AND LOWER BOUNDARIES OF MANOR HOUSES. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary -- The undersurface of the wood sheathing or sheeting for the roof.

(2) Lower Boundary -- The undersurface of the concrete slab and footings on which the apartment is built.

d. PERIMETRICAL BOUNDARIES OF MANOR HOUSES. The perimetrical boundaries of each manor house shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior Building Walls -- The intersecting vertical planes of the interior side of the exterior finished surface of the outside walls of the house.

4.4 COMMON AND LIMITED ELEMENTS. The common and limited elements as defined in paragraph 3.4 page 2 above include the land and all other parts of the condominium not within the apartments and include, but are not limited to the following items:

a. The carport or carports bearing the same identifying number as a particular apartment, on the survey attached hereto as Exhibit "B", shall be limited common elements, reserved for the exclusive use of that apartment owner to the exclusion of other apartment owners. The garage doors and related electrical, mechanical and structural elements, awnings, and shutter awnings of the building containing apartments 201, 202, 301, 302, 401, 402, 501, 502 and 601, hereafter referred to as the midrise building, shall be limited common elements appurtenant to those apartments. Also the driveways serving exclusively Manor Houses shall be limited common elements appurtenant to those houses.

b. Notwithstanding any provision herein which may be in conflict, the security telephone system, or "enterphone" system, serving apartments 201, 202, 301, 302, 401, 402, 501, 502 and 601 shall be limited common elements appurtenant to those apartments, and all expenses of that system shall be assessed against those apartments in equal shares.

c. Pelican Harbour and Beach Club acquired a 99 year easement or right of way to a portion of land from the owners of land contiguous to that owned by the association on December 6, 1972. The easement is ten (10) feet wide running from Gulf of Mexico Drive to the Gulf of Mexico. The easement is described in a recorded instrument filed in the Manatee County Clerk's office as "Exhibit D" to the original Declaration.

5. OWNERSHIP OF COMMON ELEMENTS, COMMON SURPLUS, AND SHARING OF COMMON EXPENSES.

a. Each apartment owner of Units 201, 202, 301, 302, 401, 402, 501, and 502 shall

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own an undivided 1.831% share in the Common Elements appurtenant to each Apartment. The apartment owner of Unit 601 shall own an undivided 2.742% share in the common elements as an appurtenant to Apartment #601. All the rest of the apartment owners including the manor houses shall own a 1.449% share in the common elements as an appurtenant to those apartments.

b. COMMON EXPENSES include:

1. Expenses of administration, expenses of maintenance operation, repair or replacement of the common elements or portions of apartments to be maintained by the Association.
2. Expenses declared common expenses by provisions of this Declaration or the By-Laws.
3. Any valid charge against the Condominium property as a whole.
4. Charges for utility services except such services as are metered separately to each apartment.
5. Expenses of maintenance, operation, insurance, taxes and repair and replacement of the recreation facilities and other common elements.
6. Expenses of management, including, but not limited to, salaries for a manager and one or more maintenance men, or for such other personnel, if any, as determined by the Board of Directors.
7. Expenses of pest control within individual apartments, as well as common elements and limited common elements.

c. Each apartment owner's share of the Common Expenses shall be in the same percentage that each such apartment owner's initial assessment bears to the total sum of the initial assessment for all of the apartment owners a copy of said initial assessment being attached hereto as Exhibit "E", and made a part hereof for all purposes.

d. Each apartment owner's share of the Common Surplus shall be in the same percentage as each apartment owner's share of the Common Expenses, as defined by Florida law, as set forth in sub-paragraph (b) of this paragraph.

6. AMENDMENTS OF DECLARATION.

6.1 This Declaration may be amended at any time by affirmative vote of not less than a majority of the membership of the Association; consent of holders of liens on any portion of the condominium property or any apartment shall not be required to modify or amend as aforesaid; provided, however, that the consent of institutional mortgagees shall be required to amend if the amendment will materially affect the rights or interests of the mortgagees, but in no event may the consent be unreasonably withheld. Provided, further, that Paragraph 5 above may be amended only by affirmative vote of all of the apartments. The members of the Association are entitled to one (1) vote for each apartment owned by them.

6.2 All amendments shall be evidenced by a Certificate executed with the formalities of a deed and shall include the recording data identifying this Declaration. No amendment shall be effective until recorded on the public records according to law.

7. ASSOCIATION.

7.1 The operation of the condominium property shall be by PELICAN HARBOUR AND BEACH

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CLUB ASSOCIATION, INC. Copies of the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws are attached hereto as Exhibit "C" and "D".

7.2 All apartment owners shall automatically be members of the Association and said membership shall terminate when they no longer own said apartments.

7.3 Owners of each apartment shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the By-Laws.

7.4 No apartment owner, except as an officer of the Association, shall have any authority to act for the Association.

7.5 The powers and duties of the Association shall include those set forth in the By-Laws referred to herein, but in addition thereto the Association shall:

a. Have the irrevocable right to have access to each apartment from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other apartment or apartments. All incidental damage caused to an apartment by such work shall be restored to its original condition at the expense of the Association, but the Association shall not be responsible for costs associated with owner upgrades or improvements or additions after original construction.

b. Have the power to make and collect assessments and to lease, maintain, repair and replace the common elements.

c. Maintain accounting records according to good accounting practice, which shall be open to inspection by apartment owners at all times.

d. Prescribe such rules regarding the use of the apartments, common elements and limited common elements as it shall, from time to time, consider desirable and appropriate.

e. Have the right to lease submerged lands contiguous or adjacent to the condominium property and to operate and maintain boat docks thereon, with the right to use the boat slips to be assigned to the apartment owners by the Board of Directors of the Association, to the extent that boat slips are available, on a priority based upon date of application therefor by apartment owners, with the amount of rental for a boat slip to be charged to an apartment owner to be fixed, from time to time, by the Board of Directors of the Association.

## 8. MAINTENANCE AND ALTERATIONS.

Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

8.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements (but not limited common elements except as stated in Section 8.4 hereof) and Association Property. The cost is a Common Expense. The Association's responsibilities include, without limitation:

- A. Electrical wiring up to the circuit breaker panel in each Apartment.
- B. Water pipes up to the individual Apartment cut-off valve.
- C. Cable television lines up to the wall outlet.

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D. Main air conditioning condensation drain lines up to the point where the individual Apartment drain line connects.

E. Sewer lines up to the point where they enter the individual Apartment.

F. All installations, fixtures and equipment located within one Apartment but serving another Apartment, or located outside the Apartment, for the furnishing of utilities to more than one Apartment or the Common Elements.

G. Painting of the exterior surface of garage doors to the Manor Houses and the midrise apartments but only upon schedules approved by the Board incident to the repainting of the buildings.

H. Painting of the exterior surface of entrance doors.

I. All exterior Building walls and concrete slabs, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within an Apartment and serving only that Apartment. All incidental damage caused to an Apartment or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by an Apartment Owner or his predecessor in title.

8.2 Apartment Owner Maintenance. Each Apartment Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Apartment and except as provided in paragraph 8.4, page 7. The Owner's responsibilities include, without limitation;

A. Screens and windows including window glass, frames, hardware and all components thereof.

B. All doors to the Apartment and Garage, except under the circumstances provided in paragraph 8.1, subsection G and H, and as provided in paragraph 8.4, page 7.

C. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Apartment and serving only the Apartment.

D. The circuit breaker panel and all electrical wiring going into the Apartment from the panel.

E. Appliances, water heaters, smoke alarms and vent fans.

F. All air conditioning, and heating equipment, thermostats, ducts and installations serving the Apartment exclusively, including condensate lines.

G. Carpeting and other floor coverings.

H. Door and window hardware and locks, including sliding glass door assemblies and tracks.

I. Shower pans.

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J. The main water supply shut-off valve for the Apartment.

K. Other facilities or fixtures which are located or contained entirely within the Apartment and serve only the Apartment.

L. All interior partition walls which do not form part of the boundary of the Apartment (excluding load bearing portions thereof).

8.3 Other Apartment Owner Responsibilities:

A. Lanais and Balconies. The Apartment Owner shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and the maintenance, repair and replacement of all glass and sliding glass doors in said area; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs.

B. Flooring. All Bayside Apartments above the ground floor shall always have the floor covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in foyers, kitchens, bathrooms or laundry rooms. An Owner who desires to install any hard-surface floor covering in the stated areas (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Apartments, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Apartment Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Apartment Owner. Hard surfaced floor areas in existence at effective date of this amendment shall be grandfathered.

8.4 The maintenance of the limited common elements appurtenant to the apartments such as parking spaces, driveways and carports shall be the responsibility of the Association. Except as otherwise provided herein, the owners of apartments shall maintain the limited common elements appurtenant to their apartments. The fence located on the south side of the manor houses shall be considered a limited common element maintained by those apartments at their expense including exterior paint first approved by the Board of Directors. The awning across the top of the front of the midrise building shall be considered a limited common element, maintained, repaired or replaced by the apartments in the midrise at their own expense. In the event that the owners of any apartment or apartments shall, in the judgment of the Board of Directors, fail to adequately maintain such limited common elements, the Association shall provide maintenance (including repair or replacement if needed), and the costs thereof shall be assessed against those apartments to which the limited common elements are appurtenant.

8.5 There shall be no material alteration or substantial additions to the common elements or Association Property except upon the approval of the Board of Directors of the Association, provided that any material alteration or substantial addition costing in excess of \$25,000 must be approved in advance by the owners of a majority of all apartments.

8.6 Alteration of Apartments or Common Elements by Apartment Owners. No Owner shall make or permit the making of any material alterations or substantial additions to his Apartment, the Common Elements, or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Apartment, is subject to further regulation by the Board of Directors. No Owner may alter the landscaping of the Common Elements in any way without Prior Board approval.

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8.7 Modifications and Alterations. If an Apartment Owner makes any modifications, installations or additions to his Apartment, the Common Elements, or the Limited Common Elements, the Apartment Owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements or other Apartments resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the Condominium Property, provided however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required herein.

8.8 Use of Licensed and Insured Contractors. Whenever an Apartment Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Apartment or Common Elements, or Limited Common Elements, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

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

9. PAYMENT OF COMMON EXPENSES.

9.1 Funds for the payment of common expenses shall be assessed against apartment owners in the proportions and percentages of sharing common expenses provided in this Declaration.

10. ASSESSMENTS: LIABILITY: LIEN AND PRIORITY: INTEREST: COLLECTIONS:

10.1 The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance, plus operating and maintenance expenses.

10.2 Assessments shall be due and payable in quarterly installments on the first day of January, the first day of April, the first day of July, and the first day of October of the year for which the assessments are made; but the Board of Directors has the power to establish other collection procedures. In addition, the Board of Directors has the power to levy special assessments (in the same manner as regular assessments) against each apartment if a deficit should develop in the treasury for the payment of common expenses. Further, the Board of Directors has the power to levy assessments against an individual apartment for the maintenance of limited common elements, or for damages to the common elements or limited common elements caused by the negligence or wrongful act of the owners of that apartment or their tenants or guests.

10.3 An apartment owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of an apartment. Except as otherwise provided by law, the purchaser of an apartment shall be jointly and severally liable with the transferring owner of the apartment for all unpaid assessments against the latter for his share of the common expenses up to the time of the effective transfer of ownership.

10.4 The liability for assessments may not be avoided by waiver of the use or enjoyment of the common elements, or by abandonment of the apartment for which the assessment was made.

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10.5 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the maximum rate allowed by law. The Association may also impose a late charge not to exceed the maximum permitted by the Condominium Act then in effect.

10.6 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include the late charge(s), and reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Manatee County, Florida, in the manner provided by law.

10.7 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 718, Florida Statutes.

10.8 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium apartment as set out in greater detail in the statutes made and provided for same.

11. TERMINATION. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

11.1 DESTRUCTION. If it is determined in the manner elsewhere provided (Section 20, paragraph G, subsection 1) that the Condominium property shall not be reconstructed because of major damages, the Condominium plan of ownership will be terminated.

11.2 AGREEMENT. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments; in addition, if the proposed termination is submitted to a meeting of the members of the Association, (notice of the meeting having given notice of the proposed termination), and if the approval of the owners of not less than 75% of the apartment owners, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased, an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. PRICE. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. PAYMENT. The purchase price shall be paid in cash.

d. CLOSING. The sale shall be closed within ten (10) days following the determination of the sale price.

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11.3 CERTIFICATE. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Manatee County, Florida.

11.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the condominium, the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

11.5 AMENDMENT. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

12. EQUITABLE RELIEF. In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any apartment owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

### 13. LIMITATION OF LIABILITY.

13.1 The liability of the owner of an apartment for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

13.2 The owner of an apartment shall have no personal liability for any damage caused by the Association on or in connection with the use of the common elements. An apartment owner shall be liable for injuries or damages resulting from an accident in his own apartment to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

### 14. LIENS.

14.1 Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole except with the unanimous consent of the apartment owners. During such period liens may arise or be created only against the several condominium parcels.

14.2 Labor performed or materials furnished to an apartment shall not be the basis for the filing of a lien pursuant to the construction lien law against the apartment or condominium parcel of any apartment owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the Association such labor or materials shall be deemed to be performed or furnished with the express consent of each apartment owner and shall be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

14.3 In the event a lien against two or more condominium parcels becomes effective each owner thereof may relieve his condominium parcel of the lien by payment of the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

15. REMEDIES FOR VIOLATION. Each apartment owner, tenant and their guests, invitees, family members and other occupants shall be governed by and conform with this Declaration and the By-Laws attached hereto. Failure to do so shall entitle the Association or any apartment owner to recover damages or obtain injunctive relief, or both, but such relief shall not be exclusive of other remedies provided by law. Additionally, the Association may levy fines against its apartment owners as provided in the Bylaws. The prevailing party in any adversarial proceeding arising out of this Declaration or its exhibits shall be entitled to an award of reasonable attorney's fees and costs to be paid by the non-prevailing parties.

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16. EASEMENTS.

16.1 Owners of apartments shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their apartments over elevators, stairs, drives, walks, and other common elements excluding only therefrom the limited common elements.

16.2 All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which encroachment shall be permitted until such encroachment no longer exists.

17. SALE, LEASE, OR LOAN. In order to assure a community of congenial residents and thus protect the value of the apartments, the sale, leasing, and loaning of apartments shall be subject to the following provisions:

17.1 SALE. No apartment owner may dispose of an apartment or any interest therein by sale without prior approval of the Board of Directors of the Association. After the effective date of this provision, no apartment may be sold to a corporation, with the exception of the Association, nor to a partnership or to persons who constitute more than one family, family being defined for this purpose as a person, or a group of persons who live together as a single household. The approval of the Board of Directors shall be obtained in the manner hereinafter provided; EXCEPT, the provisions of this Section 17 shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning of first mortgage upon the apartment concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or Federal savings and loan association which so acquired its title. The sale or lease of any apartment without approval of the Association as provided herein shall be void and shall convey no rights, interest or title whatsoever.

(a) Approval of Sale of Apartment. The approval of the Association that is required for the transfer of ownership of Apartments shall be obtained in the following manner: an Apartment Owner intending to make a sale of the Apartment or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require. 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 twenty (20) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, 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. Failure of the Association to respond within the thirty day period shall constitute approval.

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

1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the obligations of an apartment owner contained in the condominium documents, including without limitation the Declaration and rules and regulations.

2. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

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3. The person seeking approval has a record of failure to meet his financial obligations, including without limitation bankruptcies, foreclosures or judgments.

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

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

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

7. All assessments, fines and other charges against the apartment or the apartment 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.

17.3 LEASE. No apartment may be leased without prior approval by the Association. An apartment may be leased for a minimum period of thirty (30) days, and may not be leased or loaned more frequently than three (3) times each year. No apartment may be subleased. The Association may prescribe a uniform lease form to be used in the lease of all apartments.

17.4 APPROVAL OF LEASING. All leases shall be subject to prior approval of an application as prescribed by the Board which shall be submitted at least fifteen days prior to the proposed lease term. Approval shall not be unreasonably withheld by the Board. It shall be the Owner's obligation to furnish the lessee with a copy of rules and regulations. Each lease 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 otherwise as deemed appropriate. In such a situation, 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. The apartment owners shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary. If the apartment 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. As an agent for the owner, the Association shall have a right to recover any costs or fees, including attorney's fees, from the apartment owner which shall be secured by assessment and lien in the same manner as common expense charges. Failure of the Association to respond within 15 days shall be deemed to constitute approval of the lease.

17.5 DISAPPROVAL OF APPLICATION FOR LEASE. If the Association disapproves a proposed Application or renewal, the apartment owner shall receive a written statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this disapproval shall be void and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

a. The persons seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or damage to property, or of a felony involving dishonesty or moral turpitude.

b. The application for approval on its face, or the conduct of applicant, indicates that

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the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents and Rules and Regulations: by way of example, but not limitation, a tenant taking possession of premises prior to the approval of the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents and/or the Rules and Regulations.

c. A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this condominium as a tenant, apartment owner or occupant of an apartment.

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

e. All assessments, fines or other charges against the apartment and/or apartment owner have not been paid in full.

17.6 LOAN. The loan of an apartment is the granting of permission to occupy an apartment, without payment or consideration, in the absence of residence by an owner of the apartment. No apartment may be leased or loaned more frequently than three (3) times each year. The Board of Directors shall be notified in writing in advance of the proposed loan of an apartment. This section shall not apply to the loan of an apartment to a member of the apartment owner's immediate family (i.e. parents, children, brothers, sisters, grandparents, or grandchildren), provided that such family members are nineteen (19) years of age or older. If an apartment is loaned as provided herein, the person or persons to whom the apartment is loaned may not permit the apartment to be occupied by any other person in his or their absence. Such occupancy by another person shall constitute a separate loan, and shall require another prior written notice to the Board of Directors.

17.7 SCREENING FEES. The Association may require the payment of a preset screening fee simultaneously with the giving of notice of intention to sell 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.

18. OBLIGATIONS OF APARTMENT OWNERS. In addition to other obligations and duties heretofore set out in this Declaration, every apartment owner shall:

a. Promptly pay the assessments levied by the Association.

b. Maintain in good condition and repair his apartment and all interior surfaces within (such as the surfaces of the walls, ceilings, floors) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his apartment.

c. Not use or permit the use of his apartment for any purpose other than as a single family residence and maintain his apartment in a clean and sanitary manner. Residential use shall mean permanent occupancy by a single housekeeping Apartment composed of one (1) person; two (2) people no matter in what relationship; or three (3) or more persons wherein no more than one such person is not related to all other such persons by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Apartment, it being the intention of this provision to prohibit occupancy of an Apartment by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws. No business or trade shall be permitted to be conducted in an Apartment, or anywhere else on the Condominium Property, except as follows:

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

2. Apartment Owners and tenants may conduct limited professional or

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business activities incident to the primary use of the apartment for residential purpose if confined solely within their Apartment, but only if the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.

d. New and current owners without pets may have only two (2) indoor cats or only one (1) dog and one (1) indoor cat, but two (2) pets permitted in any unit at any time. Apartment owners shall be permitted to keep pets in their apartments provided they are kept on a leash when outside of their owner's apartment. If, however, in the opinion of a majority of the Board of Directors a particular pet constitutes a nuisance, then the owner when so notified in writing, shall be required to immediately remove said pet from the premises. No pet shall be permitted in an apartment under lease or loan.

e. Not make, cause, or permit to be made any material addition or alteration or a substantial addition to an apartment or to the common elements except as herein provided in this Declaration.

f. Not permit or suffer anything to be done to or kept in his apartment which will increase the insurance rates on his apartment or on the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his apartment or on the common elements.

g. Conform to and abide by the By-Laws and the rules and regulations which may be adopted in writing from time to time by the Board of Directors of the Association in regard to the use of the apartment and common elements, and to see that all persons using owner's property, by through or under him do likewise.

h. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building whether within an apartment or part of the common elements; except the screening of patios in such manner as other patios have been screened in the condominium and upon prior written approval of the Board of Directors.

i. Allow the Board of Directors or the agents and employees of the Association to enter any apartment for the purpose of maintenance, inspection, repair, replacement of the improvements within apartments or the common elements, pest control or to determine compliance with this Declaration and Bylaws of the Association. The owners of each apartment shall provide to the Association manager a passkey to facilitate entry to the apartment when necessary for the purposes listed above.

j. Show no sign, advertisement or notice of any type on the common elements or his apartment and erect no exterior antennas and aerials except in the event of a proposed sale, the posting of an "open house" sign as provided in the Association rules and regulations.

k. Pay for plumbing and electrical repairs within his apartment and be the financial obligation of the owners of the apartment.

l. Comply with all the provisions of this Declaration regarding rentals and loans of his apartment.

m. Not park or allow the parking of any truck, motorcycle, commercial vehicle, trailer, boat trailer, camper, motorhome or any other similar vehicle other than a conventional passenger automobile, or a sport utility vehicle anywhere on the condominium property.

n. Permit the overnight occupancy of his apartment by not more than six persons as to a two-bedroom apartment or eight persons as to a three-bedroom apartment.

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19. ENFORCEMENT OF MAINTENANCE. In the event the owner of an apartment fails to maintain it as required above, the Association or any other apartment owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the apartment owner and the apartment for the necessary sums to put the improvements within the apartment in good condition. After such assessment, the Association shall have the right for its employees or agents to enter the apartment and do the necessary work to enforce compliance with the above provision.

20. INSURANCE. The insurance which shall be carried upon the Condominium Property, including the apartments, Common Elements, Limited Common Elements and Association Property shall be as follows:

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

B. Coverage.

1. Casualty. The Association, shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire condominium, including Association Real Property, the Common Elements, Limited Common Elements, the Apartments, and the personal property of the Association, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided that such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes. The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. Each Apartment Owner shall be responsible for insuring personal property located within the Apartment; ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the apartment boundaries; and any improvements made within the Apartment which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (1996). Each Apartment Owner is expected to carry homeowner's insurance, with endorsements for leakage, see page and wind driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would be otherwise covered under such insurance.

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

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

4. Other Insurance. Such other insurance as the Board of Directors may from

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time to time deem to be necessary, including but not limited to errors and omissions, officers and directors' liability insurance coverage, flood insurance, and insurance for the benefit of its employees.

5. Deductible and Other Insurance Features. 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.

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

D. Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Apartment Owners and their mortgagees in the following shares:

1. Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Apartment Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Apartment.

2. Apartment. Proceeds on account of damage to Apartments shall be held in the following undivided shares:

a. When the Condominium Building is to be restored - for the Owners of damaged Apartments in proportion to the costs of repairing the damage suffered by each Apartment Owner, which cost shall be determined by the Association.

b. When the Condominium Building is not to be restored - an undivided share for each Apartment Owner, such share being the same as the undivided share in the common elements appurtenant to the Apartment.

3. Mortgages. In the event a mortgage endorsement has been issued as to a Apartment, the share of that Apartment Owner shall be held in trust for the Mortgagee and the Apartment Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Apartment Owner and mortgagee, pursuant to the provisions of this Declaration.

4. Deductible. The deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

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

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

2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Apartment Owners and their mortgagee's being payable jointly to them. This is a covenant for the benefit

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of any mortgagee of any Apartment and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Apartment Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by such mortgagee.

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

G. Repair and Reconstruction after Casualty.

1. The improvements shall be restored unless two-thirds (2/3) of the voting interests in the condominium vote to terminate this condominium. Except for the consent of Institutional Lenders, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all owners of apartments shall immediately convey all their right, title, and interest to their respective apartments to the Association. The recording of each such conveyance in the Public Records of Manatee County will have the immediate effect of releasing all liens upon the respective Apartments and shall cause their instantaneous transfer to that apartment owner's share of the funds to be subsequently distributed by the Association as provided herein.

The Association shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the Apartments in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The Association may make partial distributions of each apartment's share of the funds at such times and in such aggregate amounts as the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the Association Board of Directors shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities, appraiser's fees, and other costs reasonably incurred, the Association shall make a final distribution of each apartment's share of the remaining funds held by the Association. All distributions, whether partial or final, shall be apportioned equally among the owners based upon their percentage ownership of the common elements.

Any distribution, whether partial or final, of an apartment's share of the funds held by the Association shall be made jointly to the owner of the apartment and the record owners of any mortgages or other liens encumbering the apartment at the time of the recording of the conveyance to the Association by the apartment owner. All mortgages and other liens upon the respective apartments shall be fully released and discharged as provided herein even though the share of a particular apartment in the funds distributed by the Association is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the Apartment shall have priority of payment of the apartment's share of such funds. Nothing herein provided shall in any way relieve the apartment owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Apartment at the time of his conveyance to the Association.

Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this

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paragraph may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

2. Method.

A. Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board of Directors of the Association, provided that if the damaged property is the Building containing apartments approval must also be obtained from the Owners of all apartments and mortgagees of record in the damaged building, which approval shall not be unreasonably withheld. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board.

B. Responsibility. If the loss or damage is only to those parts of an Apartment or Apartments for which the responsibility of maintenance and repair is that of the Apartment Owner, then the Apartment Owner shall be responsible for repair and reconstruction. In all other instances, the responsibility for repair and reconstruction after casualty shall be that of the Association.

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

D. Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair of the Common Elements or any property in which the Association owns an interest, or if at any time during repair or reconstruction the insurance proceeds are insufficient, assessments shall be made against all Apartment Owners who own the damaged Apartments in the proportion that the damage to their Apartment bears to the whole, and against all Apartment Owners in the case of damage to Common Elements or Association property, in sufficient amounts to provide the necessary funds for the payment of such costs. Such assessments on account of damages to Common Elements or Association Property, shall be in proportion to the Apartment Owner's share of the common expense and need not be approved by the Apartment Owners.

E. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the Association by assessment against Apartment Owners shall be disbursed in payment of such costs in the following manner:

1. Association - Insurance. The proceeds of insurance collected on account of casualty and the sums from collections of assessments against Apartment Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

A. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

B. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

C. Apartment Owners. The portion of insurance proceeds

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representing damage for which responsibility of reconstruction and repair lies with an Apartment Owner shall be paid by the Association to the Apartment Owner and if there is a mortgagee endorsement to such apartment, then to the Apartment Owner and the mortgagee jointly, who may use such proceeds as they may be advisable.

D. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

21. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is an apartment owner, and the term "association" is used synonymously with "corporation" and refers to PELICAN HARBOUR AND BEACH CLUB ASSOCIATION, INC.

IN WITNESSETH WHEREOF, the undersigned officers of Pelican Harbour and Beach Club Association, Inc. have caused this Amended and Restated Declaration of Condominium to be executed the 23 day of April, 2002.

PELICAN HARBOUR AND BEACH CLUB ASSOCIATION, INC.

Patricia Richmond  
Witness Signature

BY: Sheldon Kahn  
President

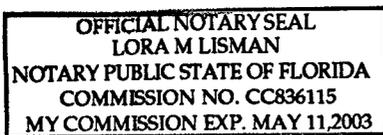
Printed Name  
Patricia Richmond  
Witness Signature

BY: Martin Fiederer  
Secretary

Printed Name

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2002 by Sheldon Kahn, as President and Martin Fiederer, as Secretary of PELICAN HARBOUR AND BEACH CLUB ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or who have produced FLDL as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Lora M. Lisman  
Notary Public  
State of Florida  
My Commission Expires

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( PELICAN HARBOUR AND BEACH CLUB )  
( WEST OF GULF OF MEXICO DRIVE )

Commence at a point where the West line of Gulf of Mexico Drive (formerly John Ringling Parkway) 100 feet wide, intersects the South line of Section 31, Township 35 South, Range 17 East (said South line of Section 31 - 35 - 17 bearing S. 89° 32' 00" E.); thence N. 27° 37' 00" W. along a chord of a curve of said West line of Gulf of Mexico Drive, 149.60 feet to the end of said curve; thence continue along said West line of Gulf of Mexico Drive, along a tangent bearing N. 33° 20' 00" W., a distance of 425.80 feet for a Point of Beginning; thence continue N. 33° 20' 00" W., along said Gulf of Mexico Drive, 300.00 feet to the Northerly line of Lot 3, Block 21, Shore Acres; thence S. 56° 40' 00" W., 330.30 feet more or less to the Mean High Tide Line of the Gulf of Mexico; thence Southeasterly along said Mean High Tide Line, 300. feet more or less to a point lying S. 56° 40' 00" W. of the Point of Beginning; thence N. 56° 40' 00" E., a distance of 330.72 feet more or less to the Point of Beginning. Containing 2.276 acres more or less. Being and lying in Section 31, Township 35 South, Range 17 East, Manatee County, Florida;

ALSO:

( PELICAN HARBOUR AND BEACH CLUB )  
( EAST OF GULF OF MEXICO DRIVE )

Commence at a point where the West line of Gulf of Mexico Drive (formerly John Ringling Parkway) 100 feet wide, intersects the South line of Section 31, Township 35 South, Range 17 East (said South line of Section 31 - 35 - 17 bearing S. 89° 32' 00" E.); thence N. 58° 05' E., 101.60 feet to a concrete monument on the East line of Gulf of Mexico Drive; thence Northerly, along East line of said Drive, along a curve to the left with a radius of 1092.14 feet, a distance of 152.00 feet, as measured along a chord bearing N. 28° 18' W. to the end of said curve; thence continue along said East line of Gulf of Mexico Drive, on tangent bearing N. 33° 20' 00" W., 99.40 feet for a Point of Beginning; thence continue N. 33° 20' 00" W., 423.86 feet, thence N. 58° 03' 40" E., 200.00 feet, thence N. 33° 20' 00" W., 200.00 feet, thence N. 58° 03' 40" E., 667.80

JOSEPH B. CRAMER  
ATTORNEY AT LAW  
SARASOTA, FLORIDA

feet to the Mean High Tide Line of Sarasota Bay; thence South-  
westerly, along said Mean High Tide Line, 660 feet, more or less,  
to a point on a seawall marked by an "X"; thence S. 01° 46' 58"  
W., along said seawall, 420.54 feet to a brass pin in said sea-  
wall, said pin on a bearing of N. 58° 03' 40" E. from the Point  
of Beginning; thence S. 58° 03' 40" W., 350.77 feet to the Point  
of Beginning. Being and lying in Section 31, Township 35 South,  
Range 17 East, Manatee County, Florida.

LOTE:  
 7-STORY TOWER COITRAINS 12  
 APARTMENTS BRING IDENTIFIED AS  
 1-90 LOTS TO UNIT; 501, 502, 503, 504, 505, 506,  
 701, 702, 703, 704, 705, 706, 707, 708



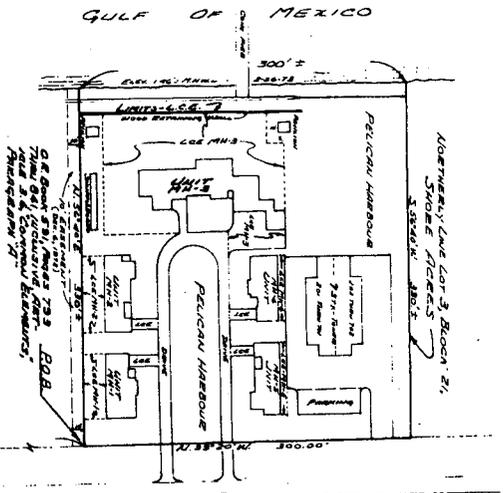
# Pelican Harbour & Beach Club

A CONDOMINIUM

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CONDOMINIUM BOOK 4 PAGE 23

EXHIBIT "B"  
 PAGE 1 OF 7 PAGES



### DESCRIPTION

**PELICAN HARBOUR & BEACH CLUB**  
 EAST OF GULF OF MEXICO DRIVE  
 COMMENCES AT A POINT WHERE THE WEST  
 LINE OF GULF OF MEXICO DRIVE (FORMERLY LOW  
 RIDING PARKWAY) 100 FEET WIDE, INTERSECTS  
 THE SOUTH LINE OF SECTION 31, TOWNSHIP 35  
 SOUTH, RANGE 17 EAST, SHED SOUTH LINE OF  
 BRIDGE 17 EAST (SHED SOUTH LINE OF SECTION 31 -  
 51-17 BEARING, S 89-32-00"E); THENCE AL 51-  
 05-E, 101.60 FEET TO A CORNER POINT  
 ON THE EAST LINE OF GULF OF MEXICO DRIVE;  
 THENCE NORTHERLY, ALONG EAST LINE OF SAID  
 DRIVE, ALONG A CURVE TO THE LEFT WITH A RADIUS  
 OF 102.14 FEET, A DISTANCE OF 152.00 FEET, AS  
 MEASURED ALONG A CHORD BEARING N 20°18'W  
 TO THE END OF SAID CURVE; THENCE SOUTHWEST  
 ALONG SAID EAST LINE OF GULF OF MEXICO  
 DRIVE, ON TANGENT BEARING N 33°20'00"W,  
 23.40 FEET TO A POINT OF BEGINNING; THENCE  
 COURSE AL 51-03-40"E, 200.00 FEET, THENCE AL 51-20-20"W,  
 300.00 FEET, THENCE AL 50-03-40"E, 687.80 FEET  
 TO THE NEAR HIGHWAY THE LINE OF SAID DRIVE;  
 THENCE SOUTHWESTERLY, ALONG SAID DRIVE,  
 HIGHWAY THE LINE, 660 FEET, MORE OR LESS TO A  
 POINT ON A SMOOGL, MEASURED BY A  
 BEARING OF N 01°46'58"W, ALONG SAID SMOOGL,  
 420.54 FEET TO A BEARING OF N 58-03-40-E,  
 WALL, SAID RUN ON A BEARING OF N 58-03-40-E,  
 FROM THE POINT OF BEGINNING; THENCE S 58-  
 03-40"W, 350.77 FEET TO THE POINT OF BE-  
 GINNING.

**LIMITED COMMON ELEMENTS**  
 THOSE COMMON ELEMENTS WHICH ARE NECESSARY FOR THE  
 USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF  
 OTHER UNITS.

**LIMITED COMMON ELEMENTS**  
 ALL APARTMENTS IN 2-STRY BUILDINGS WHOSE  
 IDENTIFICATION NUMBERS END IN THE NUMERAL "1";  
 ARE LOCATED ON THE FIRST STORY; ALL APART-  
 MENTS WHOSE IDENTIFICATION NUMBERS END  
 IN THE NUMERAL "2" ARE ALL LOCATED ON THE  
 SECOND STORY.

**COMMON ELEMENTS**  
 THOSE COMMON ELEMENTS WHICH ARE NECESSARY FOR THE  
 USE OF ALL UNITS TO THE EXCLUSION OF OTHER UNITS.

**COMMON ELEMENTS**  
 THOSE COMMON ELEMENTS WHICH ARE NECESSARY FOR THE  
 USE OF ALL UNITS TO THE EXCLUSION OF OTHER UNITS.

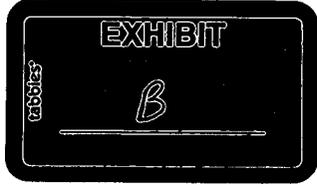
31-35-16  
 30

BEING AND LYING IN SECTION 31, TOWNSHIP  
 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY,  
 FLORIDA

DATE OF SURVEY: NOVEMBER 29, 1973

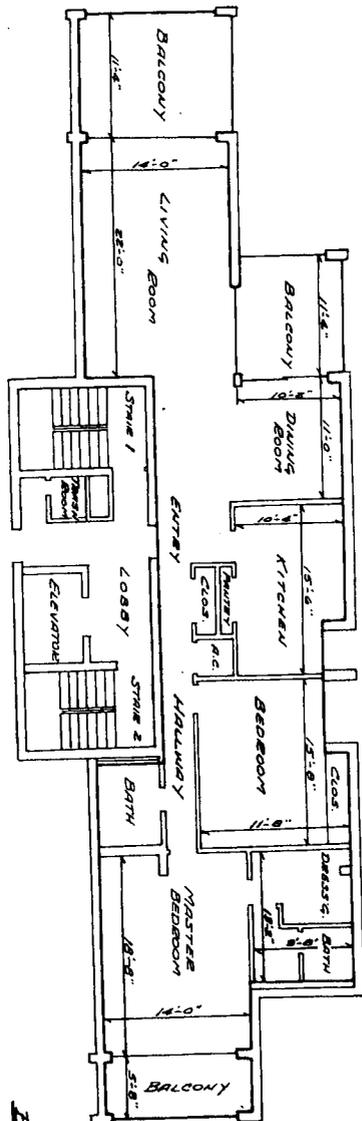
THE UNDERSIGNED REGISTERED LAND SURVEYOR, HAS  
 BY CERTIFY THAT A SURVEY WAS MADE OF THE LANDS SHOWN  
 HEREON AND THAT THIS PART AND DRAWING IS DRAWN AND  
 EXHIBIT "B" CONSISTING OF 7 PAGES, TOGETHER WITH THE  
 WORDING OF THE DECLARATION, IS A TRUE AND CORRECT RE-  
 PRESENTATION OF THE LANDS AND THE IMPROVEMENTS COU-  
 STRUCTED AND TO BE CONSTRUCTED THEREON, AND THAT  
 THESE CAN BE DETERMINED THEREFROM, AND THAT  
 LOCATION, DIMENSIONS, AND SIZE OF THE COMMON ELEMENTS,  
 LIMITED COMMON ELEMENTS AND OF EACH APARTMENT UNIT.

REGISTERED LAND SURVEYOR  
 GEORGE C. LIFELAND  
 REGISTERED LAND SURVEYOR  
 1972 SWIFT ROAD  
 MANATEE COUNTY, FLORIDA



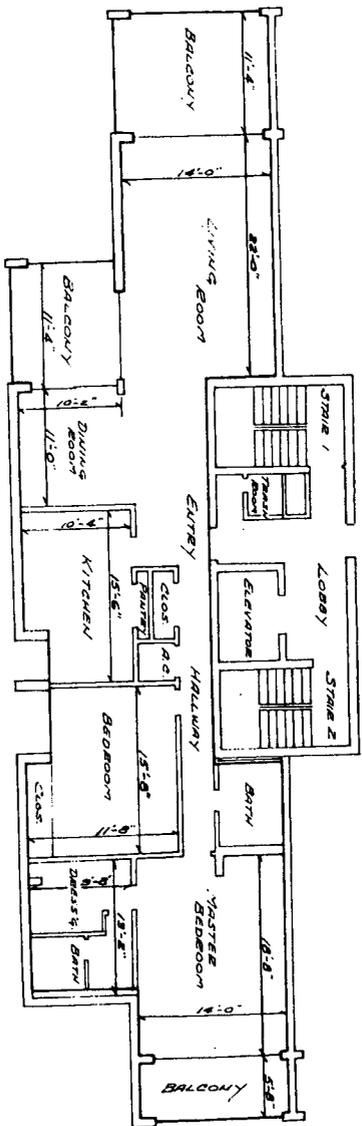


Pelican Harbour & Beach Club



TYPICAL NORTH SIDE TOWER APARTMENT  
CONTAINING APARTMENTS 203, 303, 403,  
502, 602 AND 702.

**TYPICAL  
FLOOR PLAN  
7-STORY TOWER  
18'-11-0"**



TYPICAL SOUTH SIDE TOWER APARTMENT  
CONTAINING APARTMENTS 201, 301, 401, 501,  
601 AND 701.

**BOUNDARIES - SEVEN STORY TOWER**

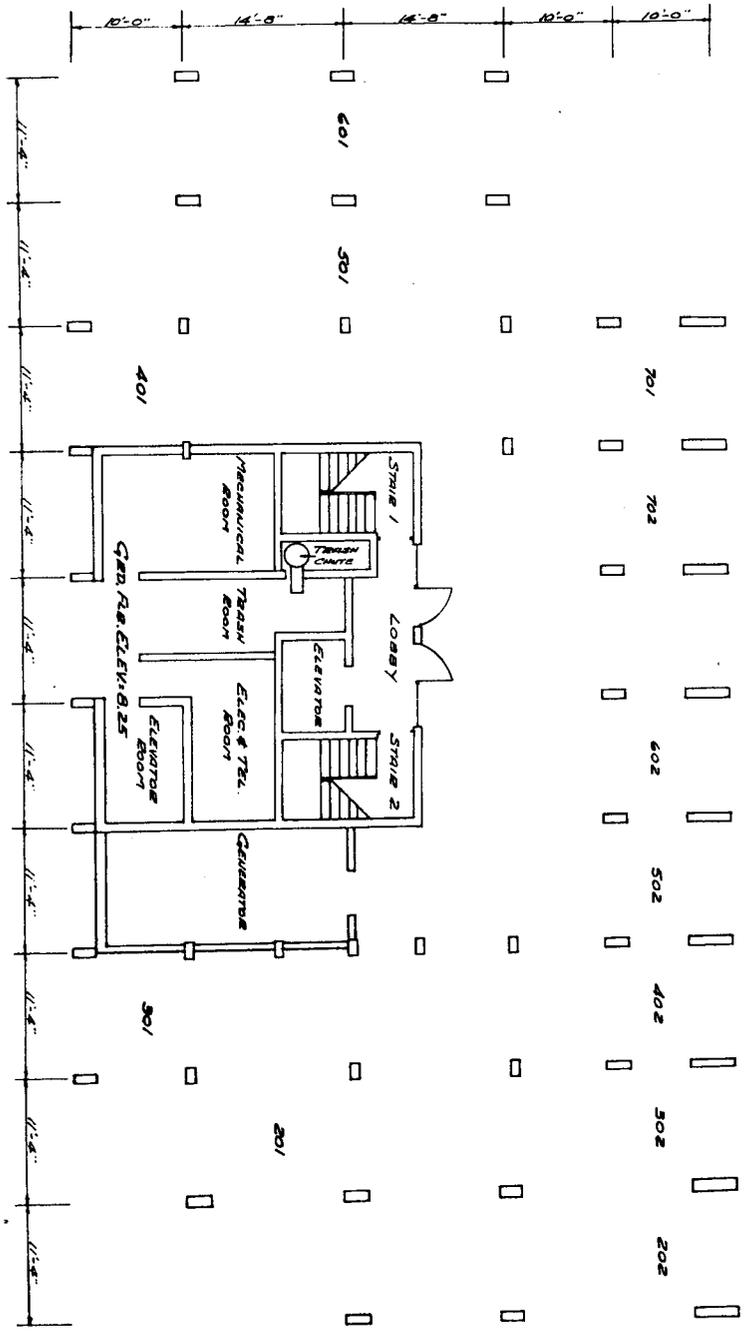
**Upper Boundaries:** The Horizontal Plane of the Unobscured Finished Ceiling.  
**Lower Boundaries:** The Horizontal Plane of the Unobscured Finished Floor.

**VERTICAL BOUNDARIES:**

The Intersecting Vertical Planes Adjacent to and Which Include the Interiors of the Outside Walls of the Outer Nearest Building Surrounding the Apartment and Fixtures Thereon, and Which There is Attached to the Building a Land, Such Boundary Shall be the Intersecting Vertical Planes Adjacent to and Which Include All of Such Structures and Fixtures Thereon.  
**Interior Building Walls:** The Vertical Planes of the Centre-Line of the Walls Bounding the Apartment Extended to Intersect-Tions with Other Perimetrical Boundaries.

**Melican Harbour & Beach Club**

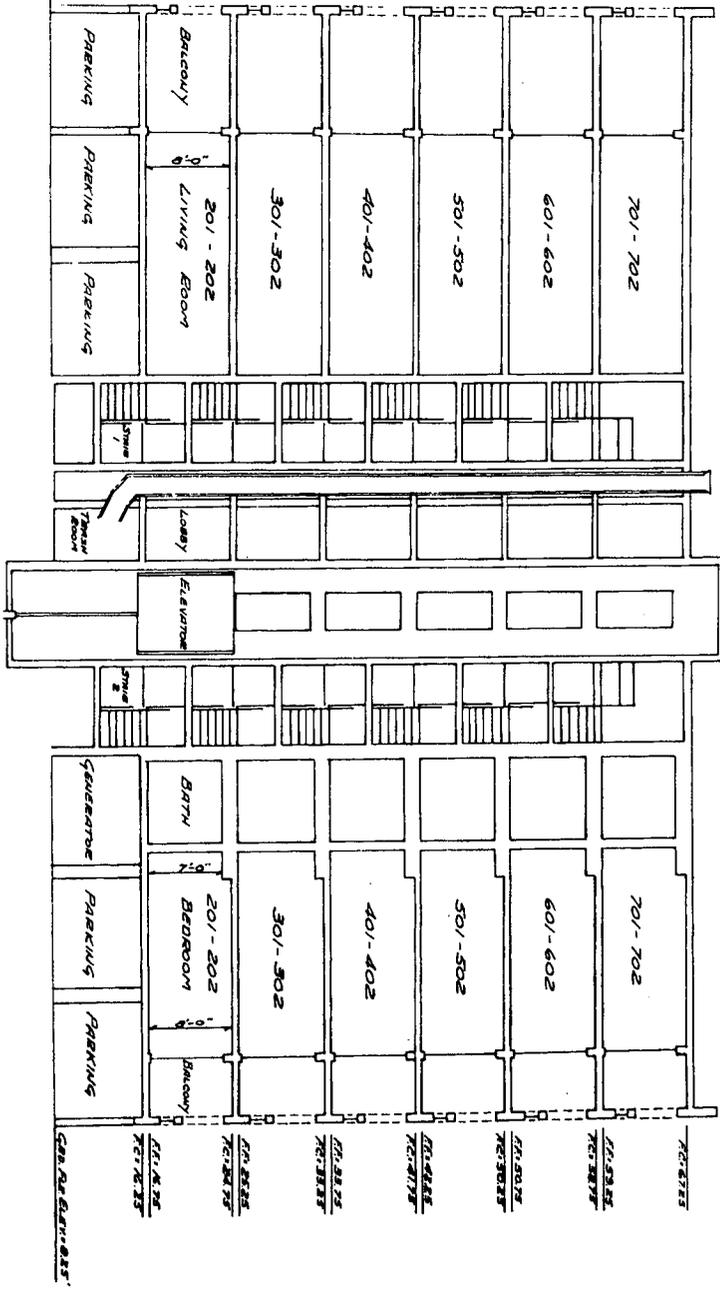
CONDOMINIUM BOOK 4 PAGE 13  
EXHIBIT "B"  
PAGE 3 OF 7 PAGES



**GROUND FLOOR PLAN**  
7-STORY TOWER  
18" = 1'-0"

**NOTE:**  
NUMBERS 201 THRU 702 DENOTE  
ASSIGNED PARKING.

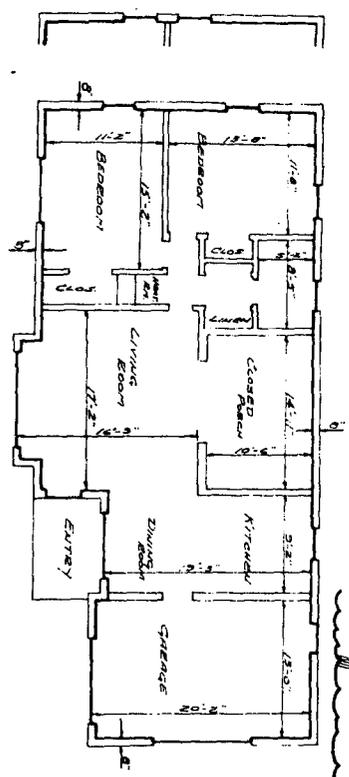
**S** Pelican Harbour & Beach Club



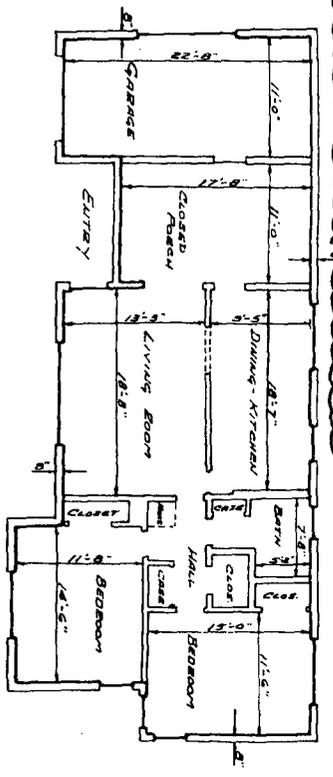
**CROSS SECTION**  
7-STORY TOWER  
1/8" = 1'-0"

**LEGEND:**  
 1. 1" FINISHED CEILING ELEV.  
 1. 1" FINISHED FLOOR ELEV.

**Belican Harbour & Beach Club**



APTS. MH-1 & MH-4



APT. MH-5

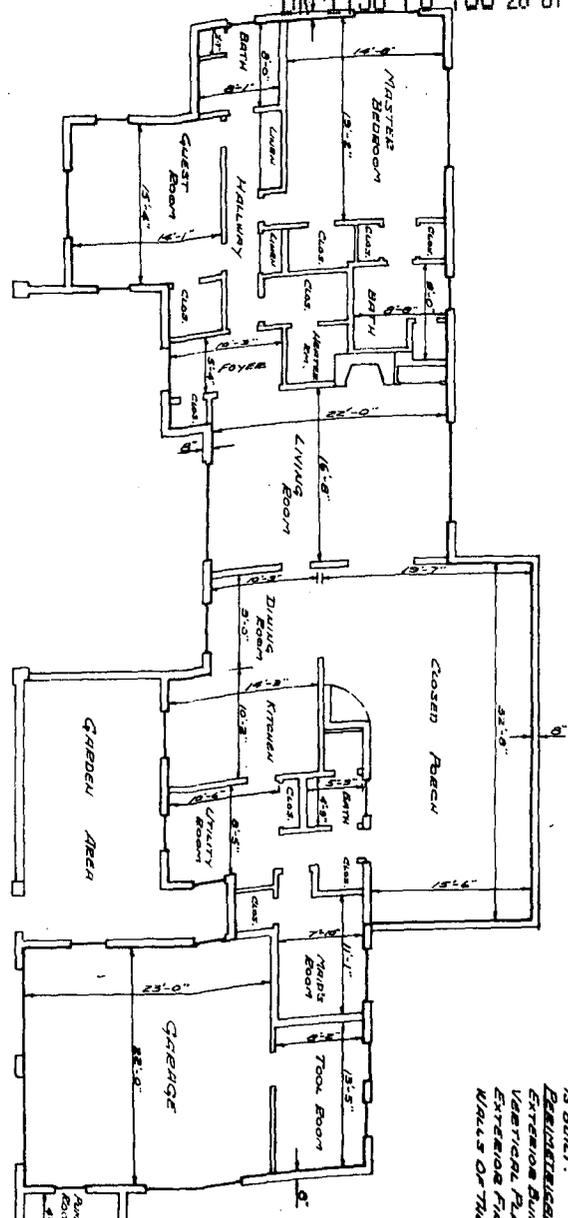
**FLOOR PLANS**

18'-11-0"

BOUNDARIES/LIMITS MH-1 THROUGH MH-5

**UPPER BOUNDARY** - THE UNDERSURFACE OF THE WOOD SHEATHING OR SHEATHING FOR THE ROOF.  
**LOWER BOUNDARY** - THE UNDERSURFACE OF THE CONCRETE SLAB AND FOOTINGS ON WHICH THE ROBERTSWALT IS BUILT.  
**PERIMETRICAL BOUNDARIES** - EXTERIOR BUILDING WALLS -- THE INTERSECTING VERTICAL PLANES OF THE INTERIOR JOINT OF THE EXTERIOR FINISHED SURFACE OF THE OUTSIDE WALLS OF THE APARTMENT.

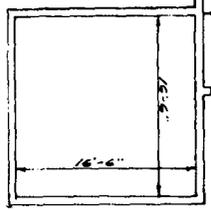
BK 1756 PG 783 26 of 61



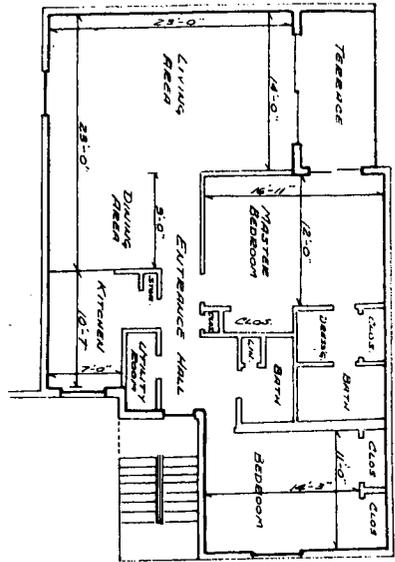
APT. MH-3

FINISHED SURFACE -> Apt Boundary

DIAGRAM OF PERIMETRICAL BOUNDARIES APTS MH-1 THROUGH MH-5 INCLUSIVE

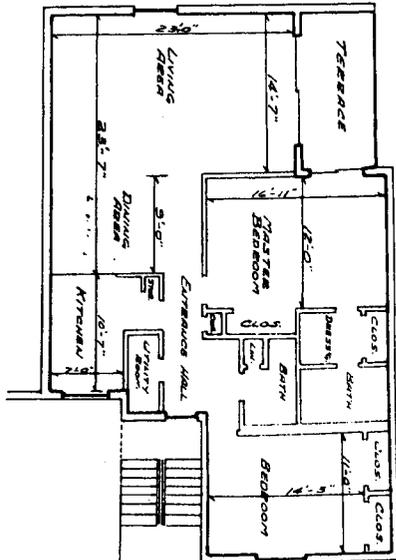


**Pelican Harbour & Beach Club**

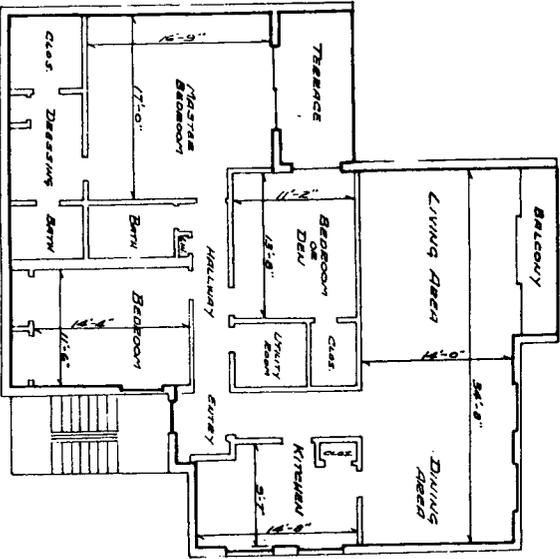


TYPE "A"  
2-STORY BUILDING

**BOUNDARIES - UNIT TYPE A-B AND C.**  
 THESE BOUNDARIES - THE HOUSING UNIT PLANS OF THE UNINCORPORATED FINISHED CEILING. (INCLUDING ATTIC WHEN APPLICABLE) LOWER BOUNDARY. THE HOUSING UNIT PLANS OF THE UNINCORPORATED FINISHED FLOOR.  
**PERIMETER BOUNDARIES:**  
 EXTERIOR BUILDING BOUNDS - THE INTERSECTING VERTICAL PLANS BOUNDARIES TO AND FROM BOUNDS THE INTERSECTION OF THE CURVED WALLS OF THE A - APARTMENT BUILDING BOUNDING BY PERIMETER AND FINISHES THEREON AND WHEN THERE IS A DISTANCE TO THE BUILDING A LOUIS, SUCH BOUNDARY SHALL BE THE INTERSECTING VERTICAL PLANS ADJACENT TO AND WHICH INCLUDES ALL OF SUCH STRUCTURES AND FINISHES THEREON.  
 INTERIOR BUILDING BOUNDS - THE VERTICAL PLANS OF THE CURVED LINE OF THE WALLS BOUNDING THE PERIMETER EXTENDED TO INTERSECTING WITH OTHER PERIMETER BOUNDARIES.

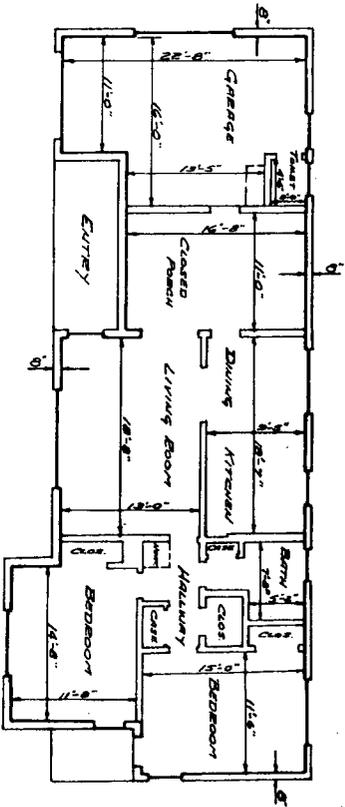


TYPE "B"  
2-STORY BUILDING



TYPE "C"  
2-STORY BUILDING

**FLOOR PLANS**  
1/8" = 1'-0"

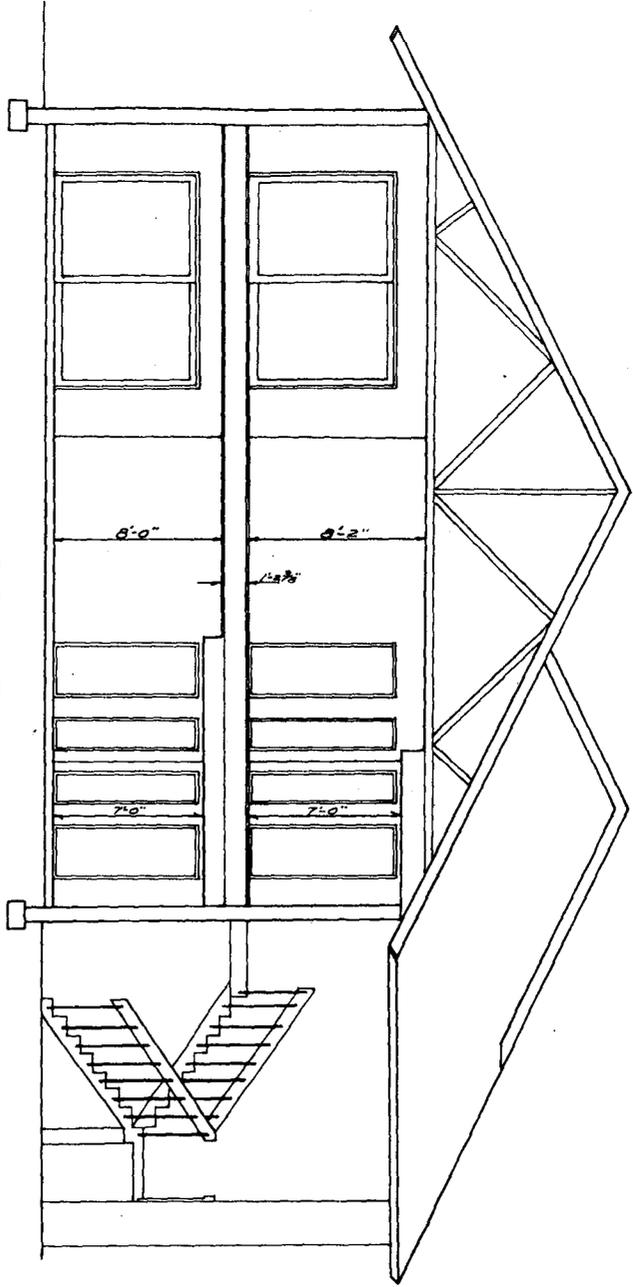


APT. M-2

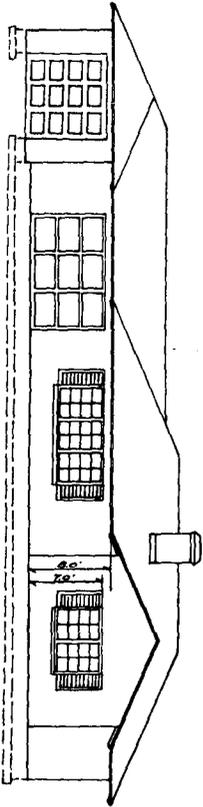
NOTE:  
FOR BOUNDARIES APT. M-2,  
SEE SH. 5 OF 7.

**Pelican Harbour & Beach Club**

CONDOMINIUM BOOK 4 Page 19  
 EXHIBIT "B"  
 Page 7 of 7 Pages



2 STORY STRUCTURE  
 CROSS SECTION  
 TYPE A-B FC  
 1/4" = 1'-0"



TYPICAL FRONT ELEVATION  
 MAJOR APPTS: 1, 2, 4, 5  
 1/8" = 1'-0"

APT. S.	FINISHED FLOOR	FINISHED CEILING
A1 THRU A11	6.5	14.5
A2 THRU A22	15.65	23.82
O-1 THRU B8-1	8.5	16.5
O-2 THRU B8-2	17.65	25.82

485705  
 485 / U5

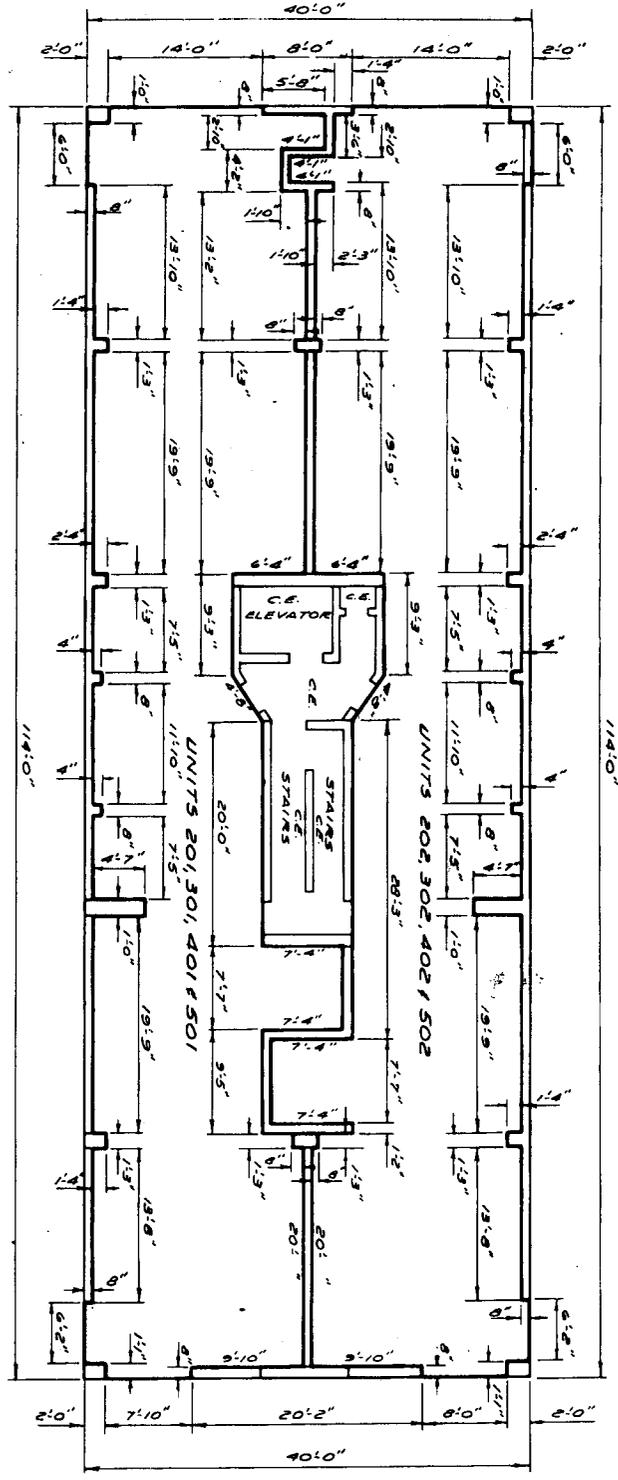
NOTED (UNLESS NOTED)  
 ALL DIMENSIONS IN METERS



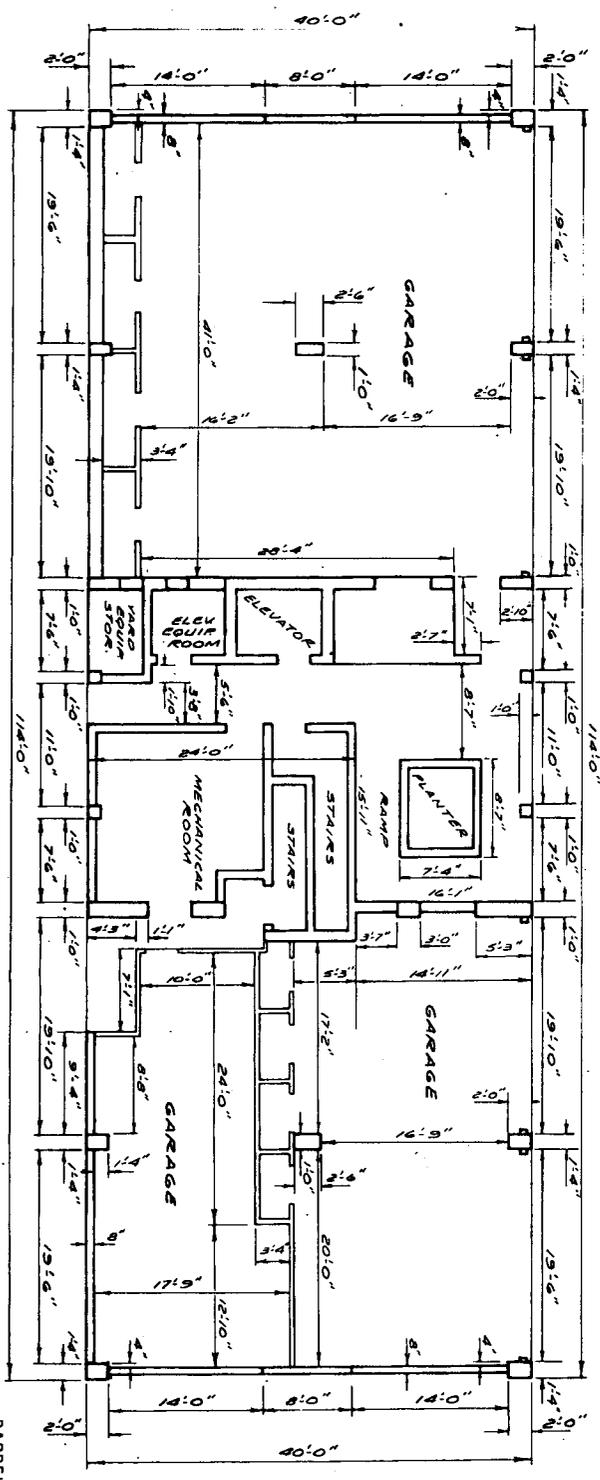




AMENDMENT TO  
**PELICAN HARBOUR & BEACH CLUB**  
 A CONDOMINIUM



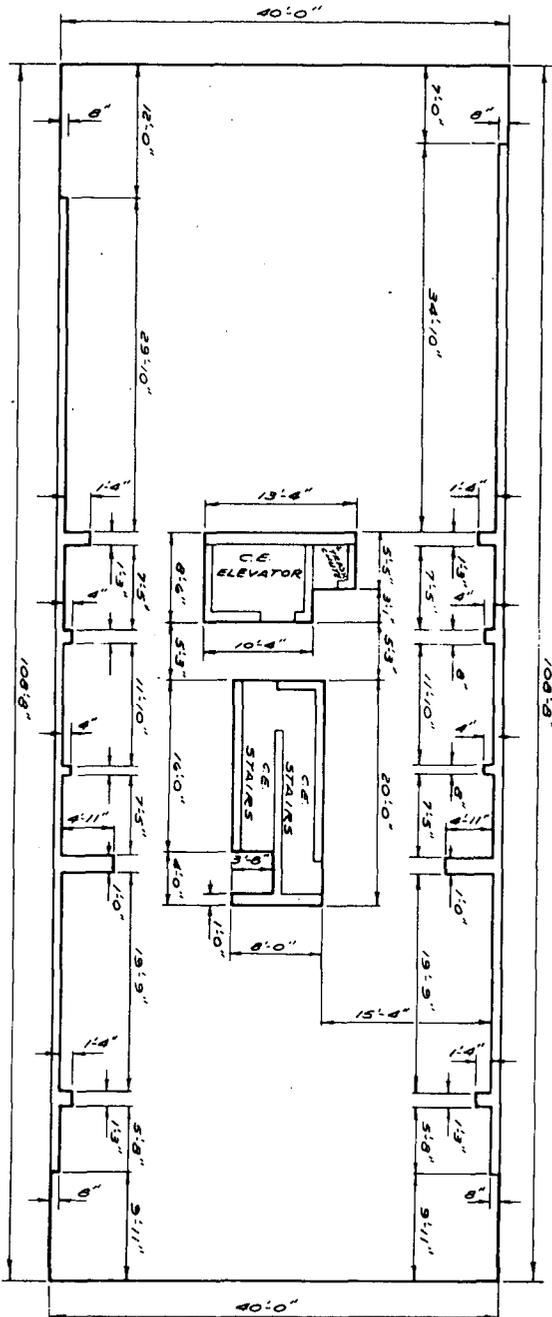
1st, 2nd, 3rd & 4th FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



GROUND FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

DARRELL E. GERKEN  
 PROFESSIONAL LAND SURVEYOR  
 51 WALLACE AVENUE, SARASOTA, FLORIDA, 33577  
 1400 OGDEN ROAD, SUITE "C", VENICE, FLORIDA, 33595

# AMENDMENT TO PELICAN HARBOUR & BEACH CLUB A CONDOMINIUM



**5<sup>TH</sup> FLOOR PLAN**  
SCALE: 1/8"=1'-0"

EL. 68.87	601
EL. 53.57	501-502
EL. 58.84	
EL. 50.82	401-402
EL. 49.44	
EL. 40.82	301-302
EL. 40.00	
EL. 31.00	201-202
EL. 30.55	
EL. 22.03	GROUND FLOOR (VARIES)
EL. 21.24	

861118

REC'D AND RECORDED  
AS INSTRUMENT  
MAR 20 11 34 AM '92  
MANATEE COUNTY, FLA.

**UNIT BOUNDARIES:**

- UPPER BOUNDARY-** The horizontal plane of the undecorated finished ceiling.
- LOWER BOUNDARY-** The horizontal plane of the undecorated finished floor.
- PERIMETRIC BOUNDARIES-**
  - EXTERIOR BUILDING WALLS-** The intersecting vertical planes adjacent to and which include the interior of the outside walls of the apartment building bounding an apartment and fixtures thereon and where there is attached to the building, a lateral, such boundary shall be the intersecting vertical planes adjacent to and which includes all of such structures and fixtures thereon.
  - INTERIOR BOUNDARY WALLS-** The vertical planes of the center line of walls bounding an apartment extended to intersection with other perimetrical boundaries.

**LEGEND:**  
 "C.E." Denotes Common Element  
 "L.C.E." Denotes Limited Common Element  
 "P." Denotes Parking Space (L.C.E. to the unit to which it is assigned).  
 Elevations shown hereon are based upon Manatee County datum.

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