10.8 Lien for Charges. There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses created herein. By way of example, but not limitation, 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 maintenance 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 be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The Association (Second Bayshore Condominium Association, Inc.) will administer, operate and manage the individual condominiums. The Association, through its officers and Directors, has such powers, authority and responsibilities as are vested in the officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in these Condominium Documents. The Association, through its officers, has the authority to enter into management and other agreements concerning matters of common interest. The management of the Association and election of the members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following additional powers and duties:

11.1. Access. The irrevocable right of access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a pass key be posted for each Unit and may, if determined advisable by the Board, implement a master key system.

11.2 Assessments. The power to make and collect regular and special assessments and other Charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.

11.3 Record-keeping. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

11.4 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.5 Regulations. The power to adopt and amend Rules and Regulations covering the details of the operation of the Association and use of the Condominium Property.

11.6 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The power to acquire or transfer real property or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner shall be required to purchase (or

mortgage) a Unit through foreclosure, deed in lieu of foreclosure, or in connection with the Association's right of first refusal set forth in Article 17 hereof. Leasing of Units, Common Elements or Association Property may be approved by the Board of Directors, as well as the Lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

11.7 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessor or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

11.8 Fees for Use of Common Elements. Pursuant to Section 718.111(4), Florida Statutes (2010), as amended from time to time, the Board of Directors has the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use.

11.9 Lease of Association Property or Common Elements. The Board has the power to lease Association Property or Common Elements upon such terms and conditions as it determines appropriate. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written lease agreement.

11.10 Limitation upon Liability of Association. Notwithstanding the duty to maintain and repair parts of the Condominium and Association Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium or Association Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof. Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

11.10.1 The Association intends that this Declaration and all other governing documents is written for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

11.10.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Manatee County, and/or any other jurisdiction or to prevent tortuous activities; and

11.10.3 Any provisions of the Condominium Documents which set forth the uses of Assessments related to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not to create a duty to protect

or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason. Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) is bound by this provision and is deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, the term "Association" means all of the Association's Directors, officers, committee members, employees, agents (including management companies or managers), successors, and assigns.

11.11 Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

11.11.1 What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

.1 Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

.2 Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

.3 Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

.4 Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

.5 Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional.

.6 Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

.7 Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

.8 Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

.9 Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

.10 Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

.11 Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

.12 Regularly maintain the Unit. For example regularly caulk the windows, faucets, drains, tub and showers.

11.12 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. The Association is not responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM

11.13 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

12. INSURANCE. The Association, through its Board of Directors, and the Unit Owners must obtain and maintain insurance as follows:

12.1 Authority to Purchase Insurance. The Association is authorized to purchase insurance policies for the benefit of the Association, the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, including coverage for changes in building codes, if reasonably available and determined commercially practicable by the Board, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall insure air conditioning and heating equipment if required by the Act. The Association shall determine the full insurable value of the Insurable Improvements through an independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish the deductible annually, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductible, as required by the Act. 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 reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2010), as amended from time to time. The Association must hold the original insurance policy and, upon request, furnish mortgagees a mortgage endorsement covering the mortgagees' respective interests.

The word "Building" or "Insurable Improvement" in every hazard policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or balcony electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners are also responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

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

12.2.3 Worker's Compensation. Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

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

12.3 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.

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

12.5 Insurance Shares or Proceeds. The Association will receive any and all insurance proceeds covering property losses from its insurance policies and all policies and endorsements thereon shall be deposited with the Association. The Association will receive such proceeds as are paid and hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

12.5.1 Common Elements. Proceeds On Account Of Damage To Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Unit. Proceeds On Account Of Damage to Units Shall Be Held In the Following Undivided Shares:

.1 When The Condominium Building Is To Be Restored: For the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

.2 When The Condominium Building Is Not To Be Restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Condominium Common Expenses appurtenant to the Unit.

.3 Common Elements and Units: When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to the Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common casualty, but insufficient proceeds for casualty repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to damages to the Common Elements, and then to damage to the Units and Limited Common Elements, it being the intent of this provision that when there is a common casualty loss causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

12.5.3 Mortgages. In the event a Unit has a mortgage endorsement, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit 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 will 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 Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

12.6 Distribution of Proceeds. The Association will distribute any insurance proceeds it receives as follows:

12.6.1 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 Unit Owners, or, at the option of the Board, may be deposited in the individual condominium association's reserve fund.

12.6.2 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 in accordance with the Plan of Termination approved pursuant to Article 19.

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

12.8 Insurance by Unit Owners. Unit Owners are required to purchase and maintain adequate insurance coverage as follows: Title insurance is optional, and is the sole responsibility of the Unit Owner. Flood insurance, excess to the Association's coverage is optional. Unit Owners are required to carry basic hazard and liability insurance. Such insurance must include liability coverage of at least $300,000.00 for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving the Unit Owner's Family members, Tenants, Guests, Invitees and Unit Occupants. Unit Owners must also obtain and maintain hazard insurance (commonly known as "HO-6" insurance, or similar product), in amounts deemed sufficient by the Board (which may establish additional and supplemental individual Unit Owner's insurance obligations from time to time through the Rules and Regulations) to provide for the Unit Owner's having adequate insurance to rebuild the interior of the Condominium premises, and any other items the Owner is obligated to reconstruct after casualty in the event of a casualty loss. If required by the Act, Owners must also carry at least $2,000.00 in "Loss Assessment" coverage. If so provided in the Act, every hazard insurance policy issued or renewed on or after January 1, 2009, must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same property. The Board may require that Unit Owners provide Certificates of Insurance, or other appropriate evidence of the Unit Owners carrying such insurance. The Board may, but shall not be obligated to, obtain insurance on behalf of individual Unit Owners, secured by a right of lien, as provided in the Act. The Association shall be a named additional insured and loss payee on all hazard and liability policies obtained by the Unit Owner pertaining to the Unit, if required by the Act.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, the following will apply:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Element will be reconstructed or repaired.

13.2 The Building.

13.2.1 Lesser damage. If the damage renders less than 50% of the Units uninhabitable in the condominium, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired.

13.2.2 Major damage. If the damage renders more than 50% of the Units uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire voting interests agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the casualty, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties.

13.2.3 Definition of "Uninhabitable." For purposes of this Declaration, "uninhabitable" means that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the casualty through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

13.2.4 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building(s), as set forth in the plans and specifications for the Building(s), or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial addition as described in Article 9.4 above and no Unit Owner vote is required. However, if a governmental regulation or code requires that a building be elevated to or above the base flood elevation when it is reconstructed, the plans and specifications must be approved by all record owners and all record lien-holders. Such approvals must be obtained within three (3) years after the casualty, and if such approvals are not obtained, the Condominium shall be terminated in accordance with the procedures in Article 18 below.

13.3 Responsibility. After a casualty, the Association must perform the reconstruction work necessary to repair/replace those damaged items that it insures. However, a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Directors. Such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said

work. Unit Owners are responsible to repair those items (damaged by casualty) that the Unit Owners are obligated to insure. The party performing such work must obtain all required governmental permits and approvals prior to commencing reconstruction. Any Assessments needed for the cost of the work shall be in accordance with Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.3.2, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

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

13.5 Assessments. The cost of reconstruction after casualty for those portions of the Condominium Property that the Association (or individual condominium association as the case may be) is obligated to insure is a Common Expense, pursuant to Section 718.111(11)(j), Florida Statutes (2010), as amended from time to time.

13.6 Termination of Condominium if not Reconstructed. If the Owners vote not to reconstruct the condominium by the vote required in Article 13.2.2 hereof, the condominium shall be terminated in accordance with the procedures set forth in Article 18.2 and 18.3 hereof.

13.7 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

13.7.1 To determine after a casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2.3 above. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

13.7.2 To declare any portion of the Condominium Property or Association Property unavailable for occupation by Owners, Family members, Tenants, or Guests after a casualty, including during the rebuilding process. Such decision shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

13.7.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

13.7.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be

necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorney's fees, and other costs and expenses of collection.

13.7.5 To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

13.7.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

13.7.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

13.7.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

13.7.9 To exercise all emergency powers set forth in the Act.

14. USE RESTRICTIONS. Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. Condominium Units may be used only as a Single Family residence as defined in Article 1.19 above. Units may not be used for commercial or business purposes. Owners (and their Family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2 Housing for Older Persons. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of a Unit while any other person occupies the said Unit. Persons under the age of fifty-five (55) and over the age of eighteen (18) may occupy and reside in a Unit as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) may not occupy a Unit on a permanent basis but may occupy a Unit on a temporary basis, not to exceed twenty (20) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community, even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty (80%) percent (or the minimum as may be established by law from time to time) of the Units in the condominium having less than one resident fifty-five (55) years of age or older. It is the intent of this provision that the community

comply with Fair Housing laws, as the same may be amended from time to time, which currently requires that at least eighty (80%) percent of the occupied Units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws. The Board or its designee shall have the sole and absolute authority to deny occupancy of a Unit by any person(s) who would thereby create a violation of the aforementioned percentages of adult occupancy. All residents must provide proof of age sufficient to meet Federal and State Fair Housing requirements upon request from the Board of Directors.

14.3 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior will be permitted which will create a public or private nuisance, or which will unreasonably interfere with the quiet possession or enjoyment of the Condominium Property or which becomes a source of annoyance to the condominium residents. All property must be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

14.4 Pets. No pets shall be allowed upon the Association or Condominium Property, Common Elements or within the Units. Provided however, nothing herein shall be construed to apply to an animal trained to assist a sight or hearing impaired Unit Owner or occupant, such as a Seeing Eye dog. Any such animals permitted to accommodate handicapped or disabled persons shall nonetheless be maintained in such fashion as not to cause an unreasonable source of annoyance or nuisance to other Unit Owners or residents.

14.5 Uniform Appearance. All condominium Units shall be and remain of like exterior design, shape, color and appearance as other condominium Units of the same class or type, except as may be permitted in writing by the Board of Directors.

14.6 Compliance. Owners and occupants must keep and obey all laws, ordinances, regulations, requirements and rules of applicable governmental bodies, divisions or sub-divisions, insofar as the same pertain to the control or use of such Unit.

14.7 Partition. No Condominium Unit may be partitioned, divided or subdivided, and no structural alterations or changes shall be made within said Unit without prior written approval of the Board of Directors.

14.8 Exterior Antennas. Except as otherwise permitted by law, no TV antenna, satellite antenna, radio antenna, aerial or structure of any sort shall be erected, constructed or maintained on the exterior of any building or Common Element.

14.9 Laundry Lines. No laundry or clothes line, hanger or drying facility may be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

14.10 Common Areas. All common stairways, walkways, driveways and routes or passage areas must be kept at all times free from blockage or obstruction. This language shall not prohibit the occupants of the end units from utilizing the common hallways beyond the

stairways in accordance with the regulations and standards adopted by the Board of Directors or as may be approved by it. In the event any such use becomes a nuisance or source of annoyance to the other members of the Association, such nuisance shall be abated as required by the Board. Permission for such use may be revoked or withdrawn at any time, so long as the standards adopted by the Board are applied uniformly and consistently.

14.11 Occupants. Unit occupants must abide by all rules and regulations promulgated by the Board of Directors concerning occupancy and use of the Condominium Units, Association Property, Condominium Property and Common Elements.

14.12 Parking. One parking space is assigned for use by the occupants of each Unit. Only conventional passenger automobiles and personal motorcycles used for personal transportation may be parked in any parking area. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, vans with seats and windows, pick-up trucks with a cargo load limit of 1/2 ton or less, and sport utility vehicles. A second motor vehicle may be parked in the visitors' area on first come daily basis, and no space may be assigned for a second car. There shall be no overnight parking of trucks, (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, ladder, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and pick-up trucks with a cargo load capacity in excess of 1/2 ton), campers, trailers, travel trailers, boats, boat trailers and all other commercial vehicles (any vehicle used in a trade or business and having advertising or promotional information, symbols or materials affixed thereto).

14.13 Multiple Units. No single person or husband and wife, whether as a sole or joint owner of a Unit, or the majority owner of a corporation, partnership or trust, shall hold title to more than three (3) Units. The provisions of this subsection shall not apply to any mortgagee acquiring title to multiple units by foreclosure or voluntary conveyance to avoid foreclosure.

15. LEASING. Leasing is defined as occupancy of the Unit by any person other than the Unit Owner for periods of more than thirty (30) consecutive days or more than an aggregate of sixty (60) days in any calendar year, whether pursuant to verbal or written agreement, and regardless of whether said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" are used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing.

15.1 Procedure. No Owner may lease his/her Unit during the first year of ownership. Thereafter, any Owner wishing to lease a Unit must notify the Board of Directors in writing at least thirty (30) days prior to the intended lease term and submit a copy of the proposed lease, including the name of the proposed lessee(s) and occupants. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of three (3) months and for a maximum period of one (1) year. If approved, Units may be leased no more than one (1) time from 10/1 through 9/30 each year. Leases may be renewed, subject to Board approval. No person may occupy a Unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board has the authority to

promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

15.2 Tenant Conduct, Remedies. All Leases shall be on a uniform form of lease or lease addendum if so promulgated by the Board of Directors. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, 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 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 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 have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, 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 has the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses.

15.3 Security Deposit. The Board of Directors has the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2010) as amended from time to time.

15.4 Disapproval. The Association may automatically deny a lease application upon any of the following factors:

15.4.1 The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, dishonesty, DUI, sexual misconduct or any felony.

15.4.2 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents.

15.4.3 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in any of the individual condominiums as a tenant, Unit Owner or occupant of a Unit.