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May 25, 2023

Via: Email Only

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Mr. Bryan Forrester, Association President
Whitney Beach Association, Inc.
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**Re: Whitney Beach Association, Inc. ("Association") /
The Amended and Restated Declaration, Articles of Incorporation
and Bylaws**

Dear Bryan,

Enclosed please find the recorded Amended and Restated Declaration of Condominium of Whitney Beach, a Condominium, the Amended and Restated Articles of Incorporation of Whitney Beach Association, Inc., and the Amended and Restated Bylaws of Whitney Beach Association, Inc. (collectively the "Amended and Restated Governing Documents") that were recorded in the Public Records of Manatee County, Florida on May 25, 2023.

The Amended and Restated Governing Documents effectively replace the prior versions and are in full force as of the recording date. The Amended and Restated Governing Documents can be found in the Public Records of Manatee County under Instrument #202341055794. Please maintain a copy in the Association's Official Records. If you have any questions, please do not hesitate to contact me at your earliest convenience.

Very truly yours,



For

Telese L. Zuberer, Esq.
For the Firm
Document #01745821

cc: Ashley Allain, Association Manager (via email only)

Enclosures: 1

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
WHITNEY BEACH, A CONDOMINIUM**

*Substantial Rewording of the Declaration of Condominium.
See the Current Declaration for present text.*

WHEREAS, the original Declaration of Condominium of Whitney Beach, a Condominium, was recorded at Official Records Book 379, Page 382, et seq., and the original Declaration of Condominium of Whitney Beach II, a Condominium was recorded at Official Records Book 450, Page 149, et seq., both of the public records of Manatee County, Florida; and,

WHEREAS, said separate Declarations of Condominium were amended from time to time by amendments duly recorded in the public records of Manatee County, Florida; and,

WHEREAS, said condominiums were merged by Merger Amendments recorded in Official Records Book 1283, Page 2654, et seq., public records of Manatee County, Florida; and,

WHEREAS, an Amended and Restated Declaration of Condominium was recorded in Official Records Book 1807, Page 1998, et seq., of the public records of Manatee County, Florida, and several amendments recorded thereafter; and,

WHEREAS, the Board of Directors proposed and approved new amendments and this Amended and Restated Declaration of Condominium at a duly noticed and convened Board meeting; and,

WHEREAS, this Amended and Restated Declaration of Condominium, including a number of new amendments, was approved by not less than two-thirds (2/3rds) of the Voting Interests of the Members participating at a duly noticed and convened Membership meeting held on APRIL 24, 2023

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

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ARTICLE 1.

Purpose

- 1.1) The purpose of the original Declaration of Condominium for Whitney Beach was to submit the lands described therein to Condominium use, and to set forth provisions to permit the Association to operate the Condominium and regulate and restrict the activities of the Unit Owners and persons in or about the Condominium. By virtue of the merger amendments referenced in the recital paragraphs, this Declaration of Condominium became the controlling Declaration of Condominium for Whitney Beach II when that Condominium and Whitney Beach were merged to form one Condominium. The purpose of this Amended and Restated Declaration is to resubmit the lands described in this instrument, and the improvements constructed thereon, to the Condominium form of ownership, and to amend and restate the Declaration of Condominium for the purpose of integrating all of the pertinent provisions of the original Declaration, together with previously recorded amendments, and recently adopted amendments, into one document

ARTICLE 2.

Identification

- 2.1) Name and Address. The name by which this Condominium is to be identified is Whitney Beach, a Condominium, and the addresses of the buildings in the Condominium are 6700, 6750, and 6800 Gulf of Mexico Drive, Longboat Key, Florida 34228.
- 2.2) The Land. The real property submitted to condominium ownership is particularly described in the legal description attached hereto as Exhibit A. The legal descriptions referenced therein are also set forth in the Declaration of Condominium of Whitney Beach, a Condominium, as recorded in Official Records Book 379, Page 382, et seq., Public Records of Manatee County, Florida, and the Declaration of Condominium of Whitney Beach II, a Condominium, as recorded in Official Records Book 450, Page 148, et seq., Public Records of Manatee County, Florida, which legal descriptions identify the lands of the merged condominium, Whitney Beach, A Condominium.

ARTICLE 3.

Definitions

- 3.1) "Articles" mean the Amended and Restated Articles of Incorporation of the Association.
- 3.2) "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owners.
- 3.3) "Association" means Whitney Beach Association, Inc., a non-profit Florida corporation, which is responsible for the operation, maintenance and management of the Condominium, and its successors and assigns.
- 3.4) "Association Property" means that property, real and personal, in which title, leasehold interest, or ownership is vested in the Association for the use and benefit of its Members, including but not limited to the leasehold interest under the Submerged Lands Lease with the State.
- 3.5) "Board of Directors" or "Board" means the Board of Directors of the Association who are responsible for the administration of the Association.
- 3.6) "Bylaws" mean the Amended and Restated Bylaws of the Association.
- 3.7) "Common Elements" shall include the tangible personal property required for the maintenance and operation of the Condominium as well as the items stated in the Condominium Act, and elsewhere in this Declaration of Condominium, including but not limited to:
- (a) The portions of the Condominium Property which are not included within the Units.

- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (e) Parking spaces, some of which may be assigned by the Board for the temporary use of Unit Owners.
- 3.8) "Common Expenses" shall include:
- (a) Expenses of administration, expenses of maintenance, operation, repair, or replacement of the Common Elements, and of the portions of Units to be maintained by the Association, including but not limited to:
 - (i) Fire and other casualty and liability insurance and workers compensation as provided herein.
 - (ii) Costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses.
 - (iii) Costs of water, operation and maintenance of sewage facilities, electricity and other utilities which are not metered to the Units.
 - (iv) Labor, materials, and supplies used in conjunction with the operation of the Condominium by the Association.
 - (v) The cost of such additional land and improvements as may be purchased and added to the Condominium as Common Elements.
 - (vi) Damages to the Condominium Property in excess of insurance coverage, but only if the Association was responsible to insure and maintain the damaged property.
 - (vii) Expenses duly incurred in the management of the Condominium Property, protecting, managing, and conserving the Condominium Property, and in carrying out its duties and responsibilities as provided by the Condominium Act or the Condominium Documents.
 - (b) Expenses declared Common Expenses by provisions of the Condominium Documents.
 - (c) Any valid charge against the Condominium Property as a whole.
- 3.9) "Condominium" means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.
- 3.10) "Condominium Act" means the Condominium Act set forth in Chapter 718, Florida Statutes, as it existed on the date this Declaration was originally recorded in the Public Records of Manatee County, Florida.
- 3.11) "Condominium Documents" means this Declaration, the Surveys, the Articles of Incorporation and Bylaws of the Association, as amended from time to time.

- 3.12) "Condominium Property" means the land and personal property that is subjected to Condominium ownership under this Declaration, all Improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 3.13) "Common Surplus" means the amount of all receipts of the Association, including, but not limited to, Assessments, rents, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.
- 3.14) "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 3.15) "Definitions". The terms used in this Declaration and in its exhibits shall have the meaning stated in the Condominium Act and as hereinafter provided unless the context otherwise requires.
- 3.16) "Domestic Partner" refers to two individuals residing together as a single-family unit.
- 3.17) "Guest" means any person (other than the Unit Owner and his or her family) who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted Occupant without the payment of consideration.
- 3.18) "Limited Common Elements" means and includes those Common Elements which are reserved for use of a certain Unit or Units to the exclusion of the other Units. When there is attached to a Unit or Units a balcony (the second-floor walkways depicted on the Surveys), lanai, courtyard (the fenced area in the front of the Units) stairway, the Unit or Units which are being served shall have the exclusive use of such Limited Common Element, which shall be an appurtenance to the Unit and be transferred with title to the Unit. Reference herein to Common Elements shall also include Limited Common Elements unless the context would prohibit, or it is otherwise expressly provided. Any part of the Common Elements that is connected to and exclusively serves a single Unit and is specifically required under this Declaration to be maintained, repaired, or replaced by, or at the expense of, the Unit Owner, shall be deemed a Limited Common Element, whether specifically described above or not.
- 3.19) "Member" means and refers to any person who is a Unit Owner.
- 3.20) "Occupant" shall mean a person or persons in lawful possession of a Unit including, where the context permits or requires, the Owner or Owners thereof.
- 3.21) "Rules and Regulations" means those Rules and Regulations promulgated by the Board governing the use of the Condominium Property, Association Property, and the operation of the Association.
- 3.22) "Singular; Plural Gender". Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.
- 3.23) "Unit" means a Condominium parcel intended and designated for single family residential occupancy and shall comprise the Units separately identified by number in the Surveys.
- 3.24) "Unit Owner" or "Owner" means the record owner of a Unit.
- 3.25) "Utility Services". As used in the Condominium Act and as construed with reference to this Condominium, Utility Services shall include but not be limited to electric power, gas, water, and garbage and sewage disposal.
- 3.26) "Voting Interests" mean the voting rights distributed to and held by the Members pursuant to the Condominium Act and the Condominium Documents.

**ARTICLE 4.
Development Plan**

- 4.1) Development Plan. The Condominium is described and established as follows:
- 4.2) Surveys. A survey of the land and plat plan locating the improvements constructed thereon and identifying the Common Elements, Limited Common Elements, each Unit, the approximate locations and dimensions of such Units, buildings, and other improvements placed upon the land is recorded in Condominium Book 1, Pages 56, 57, 58 and 59, and Condominium Book 2, Pages 13 and 14, both of the Public Records of Manatee County, Florida, as amended (Surveys). A copy of the Surveys is attached as Exhibit B.
- 4.3) Construction of Units. Construction of all of the improvements and Units contemplated by the Declaration and Surveys have been completed. In the event of any variation between the actual situs of a building or Unit on the Condominium Property and that shown on the Surveys, the actual situs of the Unit or building shall prevail.
- 4.4) Easements. Easements are reserved through the Condominium Property as may be required for Utility Services in order to adequately serve the Condominium; provided, however, such easements through a Unit shall be only according to the plans and specifications for the Unit, or as the Unit is constructed, unless approved in writing by the Unit Owner.
- 4.5) Improvements. The Condominium consists of 103 Units designated by the number of the Unit as indicated upon the Surveys. The Condominium has parking spaces, swimming pools, recreational areas, landscaping, and other facilities located substantially as shown upon said Surveys.
- 4.6) Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:
- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- (i) Upper Boundary - the horizontal plane of the decorated finished ceiling.
- (ii) Lower Boundary - the horizontal plane of the undecorated finished floor.
- (b) Perimetrical Boundaries. Perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.
- 4.7) Marina Facility. Association has entered into a Sovereign Submerged Land Lease No. 410022723 with the State of Florida. The lease payments to the State of Florida pursuant to the Lease, and any renewal thereof, shall be a Common Expense of the Association. The use and enjoyment of docking facilities shall be subject to the control of the Association. The Board is hereby granted the power to assign the temporary exclusive use of boat slips, at such rates and charges as established from time by the Board, in conjunction with the use and enjoyment of a particular Unit. The leasehold interest of the Association under the Lease is Association Property. The dock facility is not part of the Common Elements and assigned boat slips are not Limited Common Elements. When a Unit is sold, the boat slip assigned to the prior Owner does not transfer to the new Owner. The Board reserves the right to reassign boat slips, in its discretion, in a manner reasonably determined to be in the best interests of the Condominium. The use of the docking facilities shall be subject to Rules and Regulations, which includes a requirement that a Unit Owner must own a majority interest in both the Unit and the docked vessel. Any user of dock space who is delinquent in paying rates, fees or charges set by the Board shall be given written notice of the delinquency and provided thirty (30) days to bring the account current. If the user fails to bring the account current within the thirty (30) day timeframe, the Association may rescind the privilege and take such

action as necessary to remove any vessel or personal property of the user, collect the delinquent amounts, and otherwise enforce the provisions of this section.

**ARTICLE 5.
The Units**

- 5.1) The Units. The Units of the Condominium are more particularly described and the rights of their owners established as hereinafter provided.
- 5.2) Unit Numbers. There are one hundred three (103) Units in the Condominium, 101 to 112 inclusive, and 114 to 204 inclusive. Each Unit is located substantially as shown on the Surveys.
- 5.3) Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium Property, which share and interest are appurtenant to the Owner's Unit, including but not limited to the following items that are appurtenant to the Units as indicated:
- (a) Common Elements and Common Surplus. An undivided 1/103 share to each Unit.
 - (b) Limited Common Elements. An undivided share in and the exclusive use of the Limited Common Elements as set forth in this Declaration or the Surveys.
 - (c) Association Membership. The Membership of each Unit owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

**ARTICLE 6.
Maintenance, Alteration, and Improvement**

- 6.1) Maintenance, Alteration, and Improvement. The responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as hereinafter provided.
- 6.2) By the Association. The Association shall maintain, repair, and replace at the Association's expense:
- (a) All Common Elements and Limited Common Elements except as otherwise provided in Section 6.3 of this Declaration.
 - (b) All portions of a Unit, except interior surfaces, contributing to the support of the Unit, which portions shall include but not be limited to load-bearing columns and load-bearing walls.
 - (c) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained.
 - (d) All incidental damage caused to a Unit by work performed on behalf of the Association shall be repaired by 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 Unit, Common Elements or Limited Common Elements made by a Unit Owner or his predecessor in title.
 - (e) All second floor balconies, second floor stairways, walkways, and railings (including attached handrails and fences), first floor fences located adjacent to the Units and Condominium buildings, and concrete slabs located at the foot of stairways and at the rear of the one-bedroom Units.

- (f) The painting, waterproofing and caulking of all exterior building walls, including the baffle walls surrounding air conditioning equipment, but excluding the painting of the wall separating a balcony or lanai from the Unit which shall be painted by the Unit Owner if the area has been enclosed by the Owner, or a predecessor in title, provided nothing herein shall permit such enclosures unless approved in advance by the Association as required elsewhere in the Declaration.

The Association's maintenance responsibilities do not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit.

- 6.3) Limit on Association Liability. Notwithstanding the foregoing maintenance responsibilities, the Association shall not be strictly liable for damages to Units or property within a Unit. The Association shall be liable for damages only in the event the Association negligently performed or negligently omitted to perform maintenance required under the Declaration, or an agent of the Association tortiously and intentionally caused the damage. The Association shall have no duty to inspect Units, and in the event the Association voluntarily elects to inspect a Unit, it shall have no liability whatsoever to the Unit Owner for any damages that may arise in any manner from such inspection.
- 6.4) Assumption of Maintenance. Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board, may assume some of the maintenance responsibilities of the Unit Owners for portions of the Units or Limited Common Elements provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the Condominium will be served by the Association assuming the maintenance rather than the Unit Owner. For purposes of this paragraph, maintenance shall be deemed to include repair and replacement. The resolution shall be included as part of the Association records. Expenses incurred by the Association in performing these assumed maintenance duties shall be either a Common Expense or may be invoiced to the Unit Owner for payment. If the Board determines that the Unit Owner shall pay the expense, the Association shall charge the expenses incurred in performing maintenance to the applicable Unit Owner(s), and if not paid in full within thirty days of written demand, interest shall accrue at the rate of 18% per annum, and the Association shall have the right and authority to pursue collection by any method permissible under Florida law, including without limitation, any or all of the following methods provided for in the Act: (1) demand and collect payment from a tenant in the Unit pursuant to Section 718.116(11), Florida Statutes; (2) suspend the right of the Unit Owner, or Guests, tenants Occupants, licensees and invitees, to use recreational facilities pursuant to Section 718.303(4), Florida Statutes; (3) suspend the voting rights of the Unit Owner pursuant to Section 718.303(5), Florida Statutes; (4) file a lawsuit against the Unit Owner in an attempt to obtain a money judgment; or (5) record a claim of lien in the Sarasota County Public Records to secure the amount due, interest, prevailing party attorney fees and costs, and foreclose the claim of lien in the same manner as a real estate mortgage under Florida law. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board.
- 6.5) Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority after an emergency is declared for Florida, Manatee County, or the Town of Longboat Key due to a hurricane, pandemic, or other event, and also in the event of a casualty event at the Condominium, including but not limited to, a water leak in a building:
- (a) To declare any portion of the Condominium Property unavailable for use or occupation. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, Unit Owners, tenants, or Guests;
- (b) To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) including the right to remove wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items), and to remove personal property from the Unit and

store at an offsite location, with Unit Owners responsible for reimbursing the Association for expenses for which the Unit Owner is responsible;

- (c) To contract on behalf of Unit Owners with said Owners responsible to reimburse the Association for items for which the Unit Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units;
- (d) To implement an emergency plan including but not limited to, shutting down electricity, or security systems;
- (e) To use reserve funds to meet Association operating expenses and use reserve funds as collateral for Association loans;
- (f) To adopt, by Board action, emergency Assessments with such notice deemed practicable by the Board;
- (g) To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, and Limited Common Elements.

6.6) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

- (a) To maintain, repair and replace the following items located in the Unit or Limited Common Elements, at Owner expense, and all other portions of the Unit except the portions to be maintained, repaired, and replaced by the Association. Such shall be done without disturbing the rights of other Unit Owners.
 - (i) All appliances, water heater, smoke and fire alarms, security devices, ceiling fans, dryer vents, and vent fans.
 - (ii) All air conditioning and heating equipment, including thermostats, ducts, and condensate lines, no matter where located, if the equipment exclusively serves the Unit.
 - (iii) All interior surfaces and finishes in the Unit or on the lanai, including but not limited to carpeting, tile and other floor surfaces, paint and wallpaper.
 - (iv) All interior walls that do not form part of the boundary of the Unit (excluding load-bearing portions thereof).
 - (v) The circuit breaker panel and all electrical wiring going into the Unit from the panel.
 - (vi) All other facilities or installations located entirely within the Unit and providing service only to the Unit.
 - (vii) Windows, entry doors, sliding glass doors, screens, and the framing, casings and assemblies of the doors, windows, sliding glass doors, and screens. The foregoing shall include an obligation to maintain, repair and replace code-compliant windows, doors and sliding glass doors that may be installed from time to time.
- (b) Other Unit Owner Responsibilities:
 - (i) Lanais. The Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and all fixed glass and sliding glass doors in portions of the entrance way to

said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of the railings, the exterior walls (but not the painting of the wall separating the area from the unit if the area has been enclosed by the Owner), and the concrete slabs.

- (ii) Interior Decorating. Each Unit Owner is responsible for all decorating within the Owner's Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (iii) Flooring. All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in the balcony, kitchen, or bathrooms. An Owner who desires to replace carpeting with any hard-surface floor covering (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 Units, and must obtain written approval of the Board and the Owners of the downstairs Units prior to any such installation. If the installation is made without prior approval of the Board or the downstairs Unit Owners, the Association may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all or part of such hard-surface flooring with carpeting or area rugs, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. Notwithstanding the foregoing, hard surface floor installations installed prior to February 28 2003 shall be grandfathered and do not require Association or Unit Owner approval, provided that area rugs or carpeting may be required if the Association determines that there is unreasonable noise or disturbance caused by the hard surfaced flooring.
- (iv) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations.

6.7) Prevention of Water Leaks and Mold. In an effort to prevent the accumulation of excess moisture, mold, water leaks, and resulting damage, Unit Owner responsibilities also include the following:

- (a) The responsibility to immediately report any water accumulation, leak or intrusion, from any source whatsoever, to the Association, and if the water accumulation or leak is from within the Unit, to immediately terminate the water flow to the Unit by closing the Unit water shut-off valve;
- (b) To operate the HVAC system in accordance with Rules and Regulations, which may include minimum hours of operation during humid periods with a minimum thermostat setting. The Unit Owner must have the Unit's HVAC system serviced no less than twice per calendar year by a licensed and insured HVAC contractor. The Association may adopt Rules and Regulation to specify the tests and procedures to be included in the maintenance service;
- (c) To maintain and repair the water heater for the Unit to include: (1) replacement of the water heater (excluding tankless heaters) within ten (10) years of the installation date of the water heater; (2) installing and maintaining a protective pan under the water heater and a water detection alarm in the protective pan;
- (d) No connection or attachment of any fixtures, apparatus, equipment, pipes, or appliances (which shall include, but not be limited to, hot water heaters, sinks, dishwashers, refrigerators, and similar items) to any Common Element plumbing, water or sewer lines

except by flexible, braided, metal hose or other equipment which may be specified from time to time in Rules and Regulations.

- 6.8) Modifications and Alterations by Unit Owners. The following provisions shall apply to additions, alterations, and improvements by Unit Owners:
- (a) No Unit Owner shall undertake any work which requires a building permit or make any additions, alterations, or improvements in or to the Common Elements, or to any Limited Common Element, including, but not limited to, modifications to exterior lighting, interior or exterior walls, windows, entrance doors, or floors, without the prior written consent of the Board.
 - (b) No Unit Owner shall paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of the building, the Unit or the Limited Common Elements or Common Elements, or modify or alter the structure of the building, without the prior written consent of the Board.
 - (c) The Unit Owner must submit a written application, a non-refundable fee that may be required under Rules and Regulations, and complete plans and specifications for any proposed work requiring Board approval. The Board may promulgate an application and other forms, set fees, and implement procedures. After reviewing the application and plans, additional forms, fees, and procedures may apply or be necessary per Rules and Regulations. The Unit Owner and the Owner's contractors must agree in writing to conform in all respects with the Condominium Documents and Rules and Regulations. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such additions, alterations, or improvements within sixty (60) days after receipt of a request, including additional information requested by the Board; and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request, and the failure of the Association to respond, and the implied consent resulting therefrom, shall not authorize any act that is otherwise expressly prohibited by the terms of this Declaration. The Board may impose reasonable conditions to any approval. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.
 - (d) The proposed additions, alterations and improvements by the Unit Owner shall be made in compliance with all laws, rules, ordinances, and regulation of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Association shall have a right to inspect before, during and after construction to ensure compliance.
 - (e) A Unit Owner making or causing to be made any additions, alteration or improvements, including but not limited to the installation of hurricane shutters, agrees, and shall be deemed to have agreed, for such Unit Owner, and heirs, personal representatives, successors and assigns, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and such Unit Owner shall be solely responsible for the maintenance, repair, replacement, and insurance thereof from and after that date of installation or construction thereof as may be required by the Association, including but not limited to the costs of removing and replacing or reinstalling such modifications if removal by the Association becomes necessary in order to permit the Association to maintain, repair, replace, or protect other portions of the Condominium Property,
 - (f) If the Unit Owner fails to construct the addition, alteration or improvement in the manner approved, the Unit Owner shall be obligated to make all corrections necessary and if such Unit Owner fails to do so the Association, upon notice to the Unit Owner, may make such

corrections and demand payment from such Unit Owner for all the cost of such correction and to seek collection therefrom in the manner provided in Section 11(e) hereof.

- (g) Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit or Common Elements, such Owner shall be deemed to have warranted to the Association and its Members that any contractor(s) that may be engaged by the Unit Owner 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.
 - (h) Hurricane Protection. Notwithstanding any provisions set forth hereinabove to the contrary, the Board shall adopt and approve a model, style, and color of hurricane protection as a standard hurricane protection for use in the Condominium. A Unit Owner may install approved hurricane protection without specific consent from the Board provided the hurricane protection and all attachments and equipment conform in all respects to the approved hurricane protection plans and specifications. No hurricane protection except the standard model, color and style approved by the Board shall be permitted.
 - (i) No boat lift may be installed unless approved by not less than seventy-five percent (75%) of the voting interests of the entire membership of the Association; notwithstanding, existing boat lifts may be repaired and replaced with the prior approval of the Board of Directors.
- 6.9) Alteration and Improvements of Common Elements and Association Property by Association. The Association shall not undertake material alterations, improvements, or substantial additions to the Common Elements or Association Property without the affirmative vote of not less than a majority of the Voting Interests of the Members participating at a duly noticed and convened Membership meeting, except that Membership approval is not required for (1) work necessary to protect, maintain, repair, or replace the Common Elements or Association Property, even if the work would otherwise constitute a material alteration, improvement, or substantial addition to the Common Elements or Association Property; (2) the installation and use of energy efficient devices in Common Elements or Association Property for the benefit of all Unit Owners; or (3) for material alterations, improvements, or substantial additions in the Common Elements or Association Property, where the expense to the Association is equal to or less than fifteen percent (15%) of the total annual budget of the Association, including reserve contributions, in the aggregate in any calendar year.
- 6.10) Enforcement of Maintenance. If after reasonable written notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, if feasible under the circumstances, entering the Unit or Limited Common Element, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the business judgment of the Board may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner and may be collected as provided in Section 6.4 of this Declaration.
- 6.11) Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his or her act or negligence, or by that of any Member of his or her family or Guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his or her Unit, any Limited Common Elements appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association as provided in this Declaration), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the

offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

- 6.12) Association's Access to Units. The Association has an irrevocable right of access to the Units and Limited Common Elements for the purposes of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of Occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association maintains a pass-key to all Units. No Unit Owner shall alter any lock, nor install a new lock, which prevents access with the pass-key, unless the Unit Owner provides a key to the Association and provides the security code to disarm the security system, if any. If the Association is not given a key or the security code, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to the Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to the Unit caused by the non-availability of a key or security code. The Association shall charge the expenses so incurred to the applicable Unit Owner, and may pursue collection via any of the methods, and with accrued interest, as provided in Section 6.4 of the Declaration.
- 6.13) Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter his Unit or must employ a licensed pest control company to enter his Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessments.

ARTICLE 7. Assessments

- 7.1) General. The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided.
- 7.2) Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the Unit.
- 7.3) Ownership. Assessments collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to an Owner's Unit. No Owner has the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.
- 7.4) Assessments and Obligations. The record title Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he or she is the Owner. Multiple owners are jointly and severally liable. In a voluntary conveyance, the Unit Owner shall be jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title to the Unit. This liability is without prejudice to any right the Unit Owner may have to recover from the previous Unit Owner the amounts paid by the Unit Owner. As provided in the Condominium Act, for purposes of the forgoing, the Association is not included

- within the definition of a "previous Unit Owner" in the event it acquires title to a Unit by foreclosure or by deed in lieu of foreclosure.
- 7.5) No Waiver or Excuse From Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever.
- 7.6) Interest; Application of Payments. Assessments and installments on such Assessments paid on or before 10 days after the date when due, shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the rate of 18% per annum from the date when due until paid. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments upon account shall be first applied to interest, then to late payment fees and attorney's fees and costs, and then to the Assessment payment first due, in such manner as determined by law. A payment by check shall be deemed received on the date of receipt only if the check clears on the first deposit thereof. All interest and late charges collected shall be credited to the general expense account.
- 7.7) Acceleration. If any Assessments or installments as to a Unit become more than thirty (30) days past due and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessments and all Special Assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose or may be sent separately.
- 7.8) Lien for Assessments. The Association has a lien on each Unit securing payment of past due Assessments, including interest, late charges, and reasonable attorney fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a claim of lien in the Public Records of Manatee County, Florida, stating the name and address of the Association, the description of the Unit, the name of the record Owner, and the assessments past due. The Association shall provide not less than 30 days written notice prior to filing of a lien for unpaid Assessments and must provide a second notice not less than 45 days prior to foreclosing the lien. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.
- 7.9) Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien of any recorded first mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.
- 7.10) Lender Liability. Any institutional first mortgagee which obtains title to a Unit by mortgage foreclosure or acceptance of deed in lieu of foreclosure shall be liable for the share of Common Expenses assessed to such Unit as provided in the Condominium Act and shall not be liable for any Assessments in excess of the liability provided in the Condominium Act unless such share is secured by a claim of lien for Assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all Common Expenses assessed to such Unit which shall come due during the period the

Unit is owned by the mortgagee.

- 7.11) Foreclosure of Lien or Pursuit of Money Judgment. The Association may bring an action in its name to foreclose its lien in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for monies due without waiving any lien rights.
- 7.12) Certificate of Assessments. Within ten business days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. The Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.
- 7.13) Other Collection Remedies. To the extent provided in the Condominium Act, the Association shall have the authority to pursue other collection remedies, including but not limited to the suspension of the use of portions of the Condominium Property, suspension of voting rights, and recovery of Assessments and other unpaid financial obligations from any tenant occupying a Unit owned by a delinquent Unit Owner.

ARTICLE 8. Association

- 8.1) Association. The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the provisions hereinafter set forth.
- 8.2) Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "C."
- 8.3) Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws of the Condominium attached as Exhibit "D."
- 8.4) Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board is specifically required in the Condominium Documents, applicable Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.
- 8.5) Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the management, and operation of the Condominium Property and Association Property. The Association, upon approval by not less than two-thirds of the Voting Interests of the Members participating at a duly noticed and convened Membership meeting, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, or acquire title to real property, and mortgage, sell and encumber such real property (but excluding the acquisition of title to Units in the Condominium which is addressed in Section 8.10 hereof), for the use and enjoyment of the Unit Owners. The power to acquire personal property shall be exercised by the Board without need for a Membership vote. Property owned or leased by the Association, whether real, personal or mixed, may be assigned or leased in the discretion of the Board, without need for authorization by the Unit Owners, including without limitation, the assignment or lease of parking spaces, boat slips, and canoe and kayak storage areas, for the temporary exclusive use of Unit Owners in this Condominium.

- 8.6) Restraint upon Assignment of Shares and Assets. The share of Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit.
- 8.7) Approval or Disapproval of Matters by Unit Owners. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner in an Association meeting, unless the joinder of record Owners is specifically required by law or the Condominium Documents.
- 8.8) Membership and Voting Interests and Rights. All Unit Owners in the Condominium are and must be Members of the Association. The owner(s) of each Unit shall be entitled to cast one (1) vote (have one (1) Voting Interest) for each Unit owned as provided in the Bylaws.
- 8.9) Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by Unit Owners, or their authorized representatives, at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Unit Owner seeking copies.
- 8.10) Purchase of Units. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board.

**Article 9.
Insurance.**

- 9.1) General. The insurance that shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property shall be as set forth herein.
- 9.2) Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.
- 9.3) Coverage.
- (a) Property. The Association shall obtain and maintain adequate property, fire, wind, general casualty, and flood coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association Property, the Common Elements, the Units. The Association must obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, every thirty-six (36) months, or as otherwise required by law. The property insurance required under this provision should take into consideration the replacement cost of the property as determined by the appraisal. It is recognized that insurance companies are not obligated by law to offer property insurance policies that insure all the Condominium Property required to be insured under the Condominium Act, or this Declaration. It is further recognized that the terms, limitations, restrictions, deductibles, cost and expense of insuring some portions of the Condominium Property, including but not limited to, fences, gates, docks and landscaping, may be considered by the Board in determining if the best interests of the Association will be served by obtaining and maintaining such property insurance. The Board is authorized, in the reasonable exercise of its business discretion, to forego insuring portions of the Condominium Property located outside the residential buildings based on the availability of insurance, and the stated limited factors, provided it has made a good faith attempt, with the assistance of an experienced insurance representative, to satisfy the requirement that it use its best efforts to obtain property insurance required under this Declaration and the Condominium Act. The Board, in the exercise of their business discretion, may determine to obtain the maximum flood insurance available under the National Flood Insurance

Program and not obtain additional coverage that may be available through other sources. The Association shall hold the original policy of insurance, and institutional lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. The word "Unit", "building", or its equivalent, in any property insurance policy issued to insure the Condominium Property does not include the following items, which must be insured by each Unit Owner: (1) personal property; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; and (8) window treatments including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Each Unit Owner shall carry homeowner's property insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears financial responsibility for any damage to his or her Unit, the Common Elements, and other Units that would otherwise be covered by such insurance.

- (b) Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board may deem appropriate. The Board shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the Owner's Unit.
 - (c) Worker's Compensation. Such worker's compensation coverage as may be required by law.
 - (d) Other Insurance. Such other insurance as the Board may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, and insurance for the benefit of its employees.
 - (e) Policy Deductible and Other Insurance Features. The Board shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient in the exercise of their business judgment. The establishment of the deductible amount shall be based on industry standards and prevailing practices of communities similar in size and construction, available funds, and assessment authority.
- 9.4) Waiver of Subrogation. If available and where applicable, the Board shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Unit Owners, or their respective agents, or Guests, except for any claim based upon gross negligence evidencing reckless, willful, or wanton disregard for life or property.
- 9.5) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.
- 9.6) Insurance Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.
- 9.7) Responsibility. After a casualty event, the Association shall be responsible for and undertake all repair work and reconstruction on portions of the Condominium Property insured by the Association

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

- 9.8) Deductible. The deductible shall be paid by the party responsible for obtaining and maintaining insurance on the item damaged. For example, window damage caused by an event covered under the insurance policy obtained by the Association but not paid for by insurance proceeds because of the application of a deductible provision under that policy shall be paid as a Common Expense of the Association notwithstanding that a Unit Owner may otherwise be responsible for the maintenance of the window under this Declaration. Damages to items that must be insured by a Unit Owner that are not covered by insurance obtained by that Unit Owner shall be the responsibility of the Unit Owner. The provisions hereof pertaining to responsibility to insurance shall not be interpreted to modify the party responsible for maintenance, repair, and replacement. Unit Owners shall remain responsible for maintenance and repairs to the portions of their Unit as provided elsewhere in this Declaration notwithstanding that the Association insures an item.
- 9.9) Exceptions. Notwithstanding other provisions of this Article 9, as set forth in the Condominium Act, the Association has the right to require a Unit Owner to pay for reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of Owner (or Guests, family, tenants, or others acting for, by or under the Owner) to comply with the Condominium Documents, or if the casualty losses were known or should have been known to the Owner and were not timely reported to the Association.
- 9.10) 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.
- 9.11) Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the affected Unit Owner and the institutional mortgagee holding a mortgage on the Unit, if any.
- 9.12) Estimates of Costs. Immediately after a determination is made to repair or reconstruct damage to property for which the Association has responsibility for repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost of the repair or reconstruction for which it is responsible.
- 9.13) Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair that is the responsibility of the Association under this Declaration, Assessments shall be made against

all Unit Owners in sufficient amounts to provide the necessary funds for the payment of such costs. Such Assessments shall be in proportion to the Unit Owner's share of the Common Expense and need not be approved by the Unit Owners.

- 9.14) Substantial Destruction. If the Condominium suffers substantial damage, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests vote to terminate the Condominium within one hundred eighty (180) days of the casualty, which deadline may be extended an additional one hundred eighty (180) days if conditions after the casualty prevent the Association from noticing and conducting a Membership meeting to vote on reconstruction or termination. Except for the consent of mortgagees who would not be paid in full under the plan of termination, no further consent from any other person or entity shall be necessary to effectuate a termination of the Condominium after substantial damage. For purposes of this Declaration, "uninhabitable" shall mean that the Board has concluded that the Condominium Property cannot be restored to the condition (or a better condition) that existed prior to the casualty through available insurance proceeds, plus a special Assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.
- 9.15) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:
- (a) 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.
 - (b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be Common Surplus of the Association.
 - (c) Failure to Reconstruct or Repair. If it is determined in the manner provided in subsection 9.14 herein that the damage for which the proceeds are paid shall not be reconstructed or repaired and the Condominium terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagee(s) being payable jointly to them. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Board may deem appropriate. In determining the amount of any partial distribution, the Board shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale to the extent applicable, of assets of the Association and has paid all applicable Association liabilities, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. The distributions shall be made based on each Unit's equal undivided percentage interest in the Common Elements.

ARTICLE 10 Use Restrictions

- 10.1) General. The use of the property of the Condominium shall be in accordance with the provisions hereafter set forth.

- 10.2) Units. Each of the Units shall be occupied only as a single-family residence and for no other purpose. For purposes hereof, "single family residence" shall mean a single housekeeping unit composed of one individual; two persons no matter how related; or three or more people all of whom are related by blood, marriage, or legal adoption or acting as guardian, legal custodian, or parent of a minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of a Unit 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. Guests not meeting this standard may visit when one of the Owners or tenants is in residence. No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:
- (a) The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under the Condominium Documents, and applicable law.
 - (b) Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations in Longboat Key and Manatee County, and 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.
- 10.3) Fractional Ownership and Time-Share Use. Fractional ownership as hereafter defined, and the use of a Unit as a time-share, is prohibited. For purposes hereof, fractional ownership shall mean any arrangement, plan, scheme, or similar device, whether by membership, agreement, tenancy in common, sale, deed, license, or right-to-use agreement, or by any other means, whereby a purchaser, for consideration, receives ownership rights in or a right to use a Unit for a period of time less than a full year during any given year.
- 10.4) Combination of Units. With the written permission of the Board, abutting Units may be physically combined into a single dwelling; but they shall, nevertheless, for all other pertinent purposes, including but not limited to, Assessments, ownership and use rights in Common Elements and Limited Common Elements, and voting, be deemed separate Units. Units which have been or are combined to form one dwelling may be severed into their component Units (separate Units) at any time the Unit Owner of the combined Unit so desires. Any construction or modification of the interior of such Units as may be required to effectuate the severance of the combined Unit into separate Units shall be subject to the written approval of the Board, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined Units shall, in any and all events, be accomplished at the sole expense of the Unit Owner(s) of the combined Unit and not at the expense of the Association. Nothing herein shall be deemed to require the Association to approve any modification which will alter the exterior appearance of the Condominium Property.
- 10.5) Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.
- 10.6) Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit owner shall permit any use of the Owner's unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.
- 10.7) Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all

governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

- 10.8) Leasing. After approval by the Association elsewhere required, entire Units may be rented, provided the occupancy is only by the lessee and the lessee's family and Guests. No rooms may be rented except as a part of a Unit or to another Unit Owner. The minimum lease term shall be thirty (30) consecutive days, and no Unit may be leased more than six (6) times in a calendar year, with the commencement date of the lease determining the year in which the lease is made. No subleasing or assignment of lease rights by the lessee is allowed. For purposes of the Condominium Documents and Rules and Regulations, the term "rent" or "lease" are used interchangeably and shall include any lease, rental, occupancy, licensing, or similar agreement, written or otherwise, between an Owner and a person or entity permitting that person or entity to occupy the Owner's Unit in return for the payment of a fee, gratuity or emolument, providing a service, or agreeing to a reciprocal occupancy with or to the Owner. Internet-based non-Owner occupancy arrangements made through services such as Airbnb are included in the definition of lease.
- 10.9) Vehicles and Parking. Except as set forth below, only non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked at the Condominium. Permitted vehicles 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, mini-vans, full-size vans equipped with windows all around the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, sport utility vehicles and pick-up trucks.
- (a) All other motor vehicles, including but not limited to: (1) commercial vehicles (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, exposed materials or equipment); (2) 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, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and cargo vans) (3) boats; (4) campers; (5) motorcycles, scooters or mopeds; (6) recreational vehicles (vehicles having either kitchen or bathroom facilities); (7) trailers; (8) motor homes; (9) mobile homes; and any and all other vehicles other than the permitted vehicles described in the preceding paragraph, shall be prohibited.
- (b) Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked in the driveway or on the street during the time they are actually servicing a residence, but in no event overnight; (ii) and boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a designated parking area or street when they are being actively loaded or unloaded.
- (c) The Board shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board shall be binding upon the parties unless wholly unreasonable.
- (d) All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted except for minor emergency repairs, such as changing a flat tire or replacing or charging a defective battery.
- (e) Oil or fluid leaks onto the parking areas are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the residence from which the offending motor vehicle originated.

- (f) There shall be no parking anywhere in the Condominium except in the designated parking areas. The Board may adopt regulations to designate a specific parking space for the temporary non-exclusive use of each Unit, provide for the use of decals or tags to monitor and regulate the number of motor vehicles, and other aspects of parking.
- (g) No permitted vehicle shall be substantially modified to increase its height, increase noise or smoke omissions, or to otherwise make the vehicle objectionable in the reasonable discretion of the Board.
- (h) The Board is authorized to adopt special rules pertaining to electric vehicles or other non-traditional vehicles (e. g. hydrogen or natural gas), including but not limited to, rules to regulate charging, electrical usage, and health and safety issues. The rules may require owners of electric vehicles to install and use, at Owner expense, charging stations, a separate electric meter with electricity to be borne by the owner of the electric car, and measures to ensure cords and fumes are not a health or safety hazard. The Board may elect to install a central charging station and require users of electric cars to use that charging station and pay for their share of the cost of installation, maintenance, repair, and electrical and other operating expenses. Alterations or improvements to Common Elements or Association Property to provide charging for electric vehicles shall not require Membership approval and shall be left to the reasonable exercise of the Board's business judgment.
- (i) Recognizing that classification and use of vehicles evolves over time, and that on occasion it may be difficult to determine if a specific vehicle or vehicle type is permitted, restricted or prohibited by this section, the Board shall have the authority from time to time to adopt and amend standards of interpretation of this provision, providing in more detail for the delineation of different vehicles and different vehicle types, and the Board may further determine which category is applicable to a specific vehicle. In making such decisions, the Board may take into consideration the general condition and appearance of the vehicle in question. All such determinations and standards adopted by the Board shall be conclusive for all purposes hereunder.
- (j) A Unit Owner may, during an extended absence of thirty (30) continuous days or longer from the Unit, store one permitted vehicle provided the vehicle complies with all parking restrictions and Rules and Regulations and is parked in the Unit Owner's assigned parking space. Keys to the stored vehicle must be left with the Condominium manager at the office and the Unit Owner must make arrangements to have someone check periodically on the condition of the vehicle and ensure it remains operable.
- (k) Any Unit Owner who is absent from the Unit and not parking a permitted vehicle in the assigned parking space may, with notice to the Association, temporarily transfer the use of the assigned parking space to another Unit Owner during the absence from the Unit or inform the Condominium manager of the empty parking space so the Board can temporarily reassign to another Unit Owner during the absence.
- (l) Unassigned parking spaces are intended for the short-term parking by Guests and vendors servicing Condominium Property. Unassigned parking spaces shall be available on a first come – first served basis. The use of unassigned parking spaces by Unit Owners and residents is permissible, however, such use shall be subject to Rules and Regulations which may limit or restrict use by Unit Owners and residents if necessary to provide sufficient parking areas for Guests and vendors.
- (m) No vehicle shall be parked in a manner which results in the vehicle exceeding the width or length of the assigned or unassigned parking space.
- (n) Tandem parking is prohibited

- (o) Except for temporary parking of vehicles operated by Guest(s), there shall be no more than two vehicles per Unit parked on Condominium Property at any time.
 - (p) Washing of vehicles shall be permitted only in areas designated for that purpose by the Board.
 - (q) Any and all vehicles parked or stored on the Condominium Property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association, at Owner expense, at any time after twenty-four (24) hours has elapsed from when the owner of said vehicle(s) has been notified of the improper parking.
 - (r) Storage of any items within parking areas is prohibited (other than authorized vehicles to the extent permitted herein) unless permitted in the Rules and Regulations.
- 10.10) Pets. The ability to keep a pet is a privilege, not a right, and the Board may order and enforce the removal of any pet that becomes a source of annoyance to other residents.

A Unit Owner may keep no more than two (2) domestic pets, such as dogs or cats. Family members of the Unit Owners may bring dogs or cats onto the Condominium Property when the Owner is in residence for limited stays but may not exceed a total of two (2) pets per Unit. Special exceptions may be made to allow parents or adult children of the Unit Owner to stay in the Unit with their pets when the Owner is not in residence with prior Board approval, so long as no more than two (2) pets remain in a Unit. Notwithstanding, the Association recognizes the obligation to offer reasonable accommodations for service and support animals in order to comply with Florida and Federal laws.

Tenants are not allowed to have pets in rental Units or on the Condominium Property, nor shall Guests be allowed to bring pets onto Condominium Property.

No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash. A leash length of no longer than six (6) feet must be used when near other people to prevent accidents.

Dogs are allowed to be walked on all areas of the Whitney Beach property except the pool area, including the docks when on a leash. Pet owners are responsible for the prompt removal of all excrement from all areas and properly disposed of in their Unit's trash disposal cans. Pets are never permitted on Conservancy grounds, beach or the pools.

No pet shall be permitted to become a nuisance to Unit Owners or Occupants of Units and all non-conforming pets are subject to removal from the Condominium at the discretion of the Board. The Board has the authority to deny and/or seek removal of dogs of dangerous breeds or dispositions. No exotic pets, as determined at the discretion of the Board, shall be permitted, and no domestic birds of a variety that will emit sounds that can be heard in contiguous Units may be kept in a Unit.

Feeding wildlife is prohibited. Maintaining a bird feeding station of any kind is prohibited.

- 10.11) Television and Other Outdoor Antennae. Except as permitted under Federal law, no wires, communication antennae, aerials or structures of any sort shall be erected, constructed or maintained in the Common Elements or on or visible from the exterior of the building. The foregoing shall not apply to the Association or third parties to whom the Association may lease space.
- 10.12) Rules and Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided set forth in the Bylaws.

- 10.13) Signs. Except as may be permitted by Rules and Regulations, no signs of any type shall be maintained, kept, or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements.
- 10.14) Flags. No flag or banner shall be maintained, kept, or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for those flags permitted under the Condominium Act. As to permitted flags, the flag may not be larger than 4 1/2 feet by 6 feet, and the Board shall have the right to approve the location of the flag and the method of attachment of the flag and holder to the Condominium Property.
- 10.15) Security Cameras. No Unit Owner may install a security camera or similar device that takes or stores pictures, video or data concerning the activities of persons in Common Elements or other Units. This prohibition shall not apply to the Association. The Board may determine to install and use one or more cameras or similar devices in portions of the Common Elements where there is no reasonable expectation of privacy, including but not limited to the parking areas, exterior of the building, beach and swimming pool areas, lobby, and hallways and rooms used for housekeeping or maintenance purposes. No Membership approval shall be required.
- 10.16) Drones. Drones (defined for purposes herein as a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift, (2) can fly autonomously or be piloted remotely, and (3) is designed to be recoverable), also referred to as "unmanned aerial vehicles" or an "unmanned aircraft system," shall not be permitted to be flown within the Condominium Property, unless such drone (a) is registered with the Federal Aviation Authority, to the extent required, (b) is operated by an individual duly licensed by the Federal Aviation Authority, to the extent required, (c) is only flown and utilized in accordance with Federal Aviation Authority and/or other applicable governmental requirements, (d) is flown within the Condominium Property in a manner not to interfere with a resident's reasonable expectation of privacy with respect to use or occupancy of the Condominium Property, (e) is not utilized in any fashion to spy or otherwise peer into any Unit or interior portion of the building, (f) is not utilized to harass any person, and (g) is utilized in a manner not to cause injury to person or property. The operator of such drone shall be solely responsible for any injury to person or property which results from use of such drone.

ARTICLE 11

Maintenance of Community Interests

- 11.1) Sale or Lease of a Unit. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the sale and leasing of a Unit by a Unit Owner shall be subject to the following provisions:
- 11.2) Transfers Subject to Approval. No Unit Owner may lease, or dispose of a Unit or any interest therein by sale without prior approval of the Board; provided, an Owner may transfer a Unit to (1) another Unit Owner; (2) to a spouse of the Unit Owner; (3) to a domestic partner, which shall mean a person who resides and has a personal relationship with the Unit Owner and is designated by the Unit Owner as such; (4) lineal descendants of the Unit Owner, spouse or domestic partner; (5), to an entity if wholly owned by the Unit Owner, the Unit Owner's spouse or domestic partner, or Immediate Family (parents, children, grandchildren, and siblings) of the Unit Owner, the Unit Owner's spouse or domestic partner; (6) or to a trustee if the Unit Owner, the Unit Owner's spouse or domestic partner, or Immediate Family (parents, children, grandchildren, and siblings) of the Unit Owner, spouse or domestic partner; are the sole beneficiaries, without prior approval of the Board. The Association may delegate its authority to review and approve sales and leases to a single director, a committee, or an agent.
- 11.3) Approval of Owner or Purchaser. The transfer of title to a Unit shall only be to individuals constituting a single family as that term is defined in Section 10.2 of this Declaration, or to a trustee wherein the trust beneficiaries are composed of a single family. No title to a Unit shall be transferred

to a corporation, a partnership, a limited liability company, or to any other entity or non-natural person. The provisions of this subsection shall not apply to the Association, or to an institutional mortgagee acquiring title to a unit by foreclosure or a voluntary conveyance to avoid foreclosure.

- 11.4) Approval of Leasing. All leases, lease extensions, and lease renewals shall be subject to prior approval of the Board. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or Owner agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Association may order and review background investigations on the applicants, including a criminal history information. The Unit Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. It shall be the Unit Owner's obligation to furnish the lessee with a copy of all Condominium Documents and the Rules and Regulations. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents and the Rules and Regulations; shall provide or be deemed to provide that any violation of the Condominium Documents or the Rules and Regulations shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Unit Owner so the Association may act on behalf of the Unit Owner to enforce the lease, evict the lessee, or otherwise. The Unit Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Unit Owners shall have a duty to bring the tenant's conduct into compliance with the Condominium Documents and the Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct to the tenant into compliance with the Condominium Documents and the Rules and Regulations, the Association shall then have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner, which amounts may be collected by the Association as provided in Section 6.4 hereof. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, provided however, a written response must be provided to a servicemember within 7 days of submission of a written application pursuant to Section 83.683, Florida Statutes. Failure of the Association to respond within 15 days shall be deemed to constitute approval.
- 11.5) Disapproval of Leasing. If the Association disapproves a proposed lease renewal or extension, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. Approval of the Association shall be withheld only if a majority of the entire Board so votes. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:
- (a) The person seeking approval (which shall include all proposed Occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act, or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.
 - (b) The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval (which shall include all proposed Occupants) intends to conduct

- himself in a manner inconsistent with the Condominium Documents or applicable Rules and Regulations.
- (c) A person seeking approval (which shall include all proposed Occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner, or Occupant of a Unit.
 - (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 Unit and/or Unit Owner have not been paid in full.
- 11.6) Approval of Sale or Transfer of Unit. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. The Association may order and review background investigations on the applicants, including a criminal history information and a credit check. Within thirty (30) days after receipt of such fully completed notice and information, the Board must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty-day period shall constitute approval.
- 11.7) Disapproval of Sale or Transfer of Unit. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:
- (a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents or applicable Rules and Regulations.
 - (b) The person seeking approval (which shall include all proposed Occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.
 - (c) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.
 - (d) The Unit Owner allows a prospective owner to take possession of the Unit prior to approval by the Association as provided for herein.
 - (e) The person seeking approval (which shall include all proposed Occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities, or associations, or by conduct in this Condominium as a tenant, Unit Owner or Occupant of a Unit.

- (f) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.
 - (g) All Assessments, fines and other charges against the Unit or the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.
- 11.8) Right of First Refusal, Duty to Provide Alternate Purchaser. If the Association disapproves a proposed sale or transfer, the Unit Owner shall receive a statement indicating the reason for the disapproval. The Association shall have no duty to provide an alternate purchaser, and the Association's right of first refusal shall be optional, in the event the transfer is rejected for cause based on one or more of the grounds for disapproval set forth above. If the Association disapproves a prospective purchaser without cause, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser who shall purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser. The closing between the selling Unit Owner and the Association, or the alternate purchaser, shall take place within sixty days after written notice of disapproval, or at such later date as the parties may agree. If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current condominium prices in Manatee County, one appraiser will be selected by the selling Owner and the other selected by the Association. The Owner and the Association shall share the cost of the appraisals equally. Closing and transfer shall be within thirty days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.
- 11.9) Transfer Fees. The Association will require the payment of a \$150.00 transfer fee per applicant (spouses or a parent or parents and any dependent children are considered one applicant) simultaneously with the giving of notice of intention to sell or lease, or such larger fee as may be permitted from time to time under the Condominium Act. No fee may be collected in connection with an application to renew or extend a previously approved lease.
- 11.10) Mortgagee Exemption. If the owner and holder of a first mortgage of record acquires title to the Condominium Parcel as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve the transfer and the mortgagee shall automatically be entitled to Membership in the Association. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.
- 11.11) Unauthorized Transactions. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**ARTICLE 12
Compliance and Default**

- 12.1) Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents. Failure of a Unit Owner, or Guests of Occupants of the Unit, to comply therewith shall entitle the Association or other Unit Owners to the relief, hereinafter provided, in addition to the remedies provided by the Condominium Act.
- 12.2) Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of his or her family, or his, her, or their Guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance available to the damaged party.

- 12.3) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of the Unit Owner to comply with the terms of the Condominium Documents or the Rules and Regulations, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.
- 12.4) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, Condominium Documents, or the Rules and Regulations, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 13 Amendments

- 13.1) Amendments. Except as elsewhere provided otherwise, this Declaration may be amended in the manner hereinafter set forth.
- 13.2) Notice. A copy of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. There shall be at least fourteen (14) days written notice to each Unit Owner in advance of the meeting and notice shall be continuously posted at a designated conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting. The foregoing requirements as to meetings are not to be construed, however, to prevent Unit Owners from acting by written agreement without meetings.
- 13.3) Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board or by not less than twenty percent (20%) of the Voting Interests of the Members. Except as elsewhere provided, amendments must be approved by not less than two-thirds of the Voting Interests of the Members participating at a duly noticed and convened Membership meeting.
- 13.4) Extraordinary Amendments. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent; and no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus of the Condominium, unless the record Owner of the Unit and all record owners of mortgages thereon shall join in the execution of the amendment.
- 13.5) Amendments by Board. The Board, by a two-thirds vote of the entire Board, may effect an amendment to the Declaration in any of the following circumstances:
- (a) To bring the Declaration into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.
 - (b) If the Board determines, in the reasonable exercise of its judgment, that as a result of new, changing or evolving technology, materials, or devices the Declaration should be amended to take cognizance of such matters so that the overall intent of the Declaration shall not be frustrated by changing circumstances.
 - (c) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.
 - (d) Provided, however, that no Board adopted amendment to the Declaration pursuant to this Section shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been given to the Member. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%)

percent of all Voting Interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, a majority of the Voting Interests participating at a duly noticed and convened Membership meeting may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no majority vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting. Thirty (30) days after the certificate of any amendment adopted by the Board pursuant hereto is recorded in the Public Records, the authority of the Board to adopt such amendment shall be conclusively presumed, shall be binding upon all Owners.

- 13.6) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President with all the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Manatee County, Florida.

ARTICLE 14 Termination

- 14.1) Termination. The Condominium may be terminated in the manner hereinafter provided, in addition to the manner provided by the Condominium Act.
- 14.2) Agreement. The Condominium may be terminated by the proposed termination, and if the approval of the Owners of not less than 75% of the Common Elements, and of the record owners of all mortgages upon the Units, 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 Units of the other Owners for the period ending on the sixtieth (60) 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. Such option shall be upon the following terms:
- (a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased, or an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units 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 Unit 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 arbitrator shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration 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 10 days following the determination of the sale price.

- 14.3) Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by the 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.
- 14.4) Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants-in-common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenance to the owners' Units prior to the termination.
- 14.5) Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon Units.

ARTICLE 15
Institutional First Mortgagees

Notwithstanding any provision of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the Units shall be first obtained prior to any amendments to this Declaration which adversely or materially affect their security interest or change the provisions governing the termination of the Condominium, which consent shall not be unreasonably withheld.

ARTICLE 16
Severability

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents shall not affect the validity of the remaining portions thereof.

[SIGNATURE PAGE TO FOLLOW]

The Board of Directors hereby certify the accuracy of the recitals herein and execute this Amended and Restated Declaration of Condominium this 12 day of May, 2023.

[Signature]

Witness signature

[Signature]

Print name of witness

[Signature]

Witness signature

[Signature]

Print name of witness

[Signature]

Witness signature

[Signature]

Print name of witness

Whitney Beach Association, Inc.

[Signature]

By: Bryan W Forester, President

[Signature]

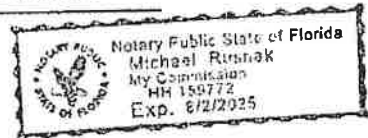
Attest: _____, Secretary

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of May, 2023 by Bryan Forester as President, of Whitney Beach Association, Inc., on behalf of the Association. He is personally known to me or has produced Driver's License as identification. If no type of identification is indicated he is personally known to me.

[Signature]

Notary Public

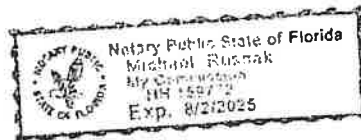


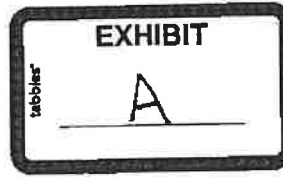
STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of May, 2023 by Thomas J. Jordon of Whitney Beach Association, Inc., on behalf of the Association. He is personally known to me or has produced Driver's License as identification. If no type of identification is indicated he is personally known to me.

[Signature]

Notary Public





TO

WHITNEY BEACH, A CONDOMINIUM

All that property previously submitted to condominium ownership as Whitney Beach, a Condominium, according to the Declaration of Condominium thereto recorded in Official Record Book 379, Page 182, et seq., and as per plat recorded in Condominium Book 1, Pages 56, 57, 58, and 59, Public Records of Manatee County, Florida, all as amended; and all that property previously submitted to condominium ownership as Whitney Beach II, a Condominium, according to the Declaration of Condominium thereto recorded in Official Record Book 450, Page 148, et seq., and as per plat recorded in Condominium Book 2, Pages 13 and 14, Public Records of Manatee County, Florida, all as amended.

The legal descriptions recited in the Declaration of Condominium of Whitney Beach Condominium recorded in Official Record Book 379, Page 182, et seq., Public Records of Manatee County, Florida, and the Declaration of Condominium of Whitney Beach II, a Condominium, recorded in Official Record Book 450, Page 148, et seq., Public Records of Manatee County, Florida, together shall consist of the legal description of the real property of the merged condominium, Whitney Beach, a condominium.

A survey of the lands included within the existing easements, a graphic description of the buildings in which the units are located and other improvements and plat plan locating the improvements thereon and identifying the common elements in each condominium unit providing an accurate representation and dimensions are annexed to Exhibit "A" of the Declaration of Condominium of Whitney Beach, as recorded in Official Record Book 379, Page 182, and Condominium Plat recorded in Condominium Book 1, Pages 56, 57, 58, and 59, and Exhibit "A" of the Declaration of Condominium of Whitney Beach II, a Condominium recorded in Official Record Book 450, Page 148, and Condominium Plat recorded in Condominium Book 2, Pages 13 and 14, all of the Public Records of Manatee County, Florida.

EXHIBIT "A"
 SHEET 1 OF 4

WHITNEY BEACH A CONDOMINIUM

2023-12-23

CONDOMINIUM BOOK 1, PAGE 56

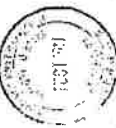
DESCRIPTION:

FROM THE ORIGINAL GOVERNMENT MEANDER CORNER MARKING THE LINE BETWEEN SECTIONS 15 AND 22, TWP 35 SOUTH, RGE 16 EAST, MANATEE COUNTY, FLORIDA; RUN S 45° 00' E A DISTANCE OF 1313.95 FEET; THENCE S 27° 15' W A DISTANCE OF 103.5 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF GULF OF MEXICO DRIVE (FORMERLY JOHN RINGLING PARKWAY) (100 FEET WIDE) FOR A POINT OF BEGINNING; THENCE N 45° 00' W ALONG SAID RIGHT OF WAY LINE, 299.79 FEET; THENCE N 45° 00' W ALONG SAID RIGHT OF WAY LINE, N 43° 17' W, 497.42 FEET; THENCE N 45° 00' W MORE OR LESS, TO THE WATERS OF GULF OF MEXICO; THENCE SOUTHEASTERLY ALONG SHORELINE OF GULF OF MEXICO, 490 FEET MORE OR LESS TO A POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING; THENCE S 27° 15' W 490.5 FEET MORE OR LESS TO THE POINT OF BEGINNING; LYING AND BEING IN SECTION 22, TWP 35 SOUTH, RGE 16 EAST, MANATEE COUNTY, FLORIDA; TOGETHER WITH ALL RIPARIAN RIGHTS AND PRIVILEGES THERE-UNTO BELONGING OR APPERTAINING.

TOGETHER WITH A PERPETUAL, BUT NON-EXCLUSIVE EASEMENT TO THE GULF OF MEXICO FOR PEDESTRIAN INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: FROM THE ORIGINAL GOVERNMENT MEANDER CORNER MARKING THE LINE BETWEEN SECTIONS 15 AND 22, IN TWP 35 SOUTH, RGE 16 EAST, MANATEE COUNTY, FLORIDA; RUN S 45° 00' E A DISTANCE OF 1313.95 FEET; THENCE S 27° 15' W A DISTANCE OF 208.5 FEET TO A POINT ON THE SOUTH-WESTERLY RIGHT OF WAY OF GULF OF MEXICO DRIVE (100 FEET WIDE) FOR A POINT OF BEGINNING; THENCE N 45° 00' W ALONG SAID RIGHT OF WAY LINE, 15 FEET; THENCE S 27° 15' W A DISTANCE OF 490 FEET MORE OR LESS TO THE WATERS OF THE GULF OF MEXICO; THENCE N 45° 00' W ALONG SAID SHORELINE OF THE GULF OF MEXICO, 490 FEET MORE OR LESS TO A POINT OF BEGINNING; LYING AND BEING IN SECTION 22, TWP 35 SOUTH, RGE 16 EAST, MANATEE COUNTY, FLORIDA.

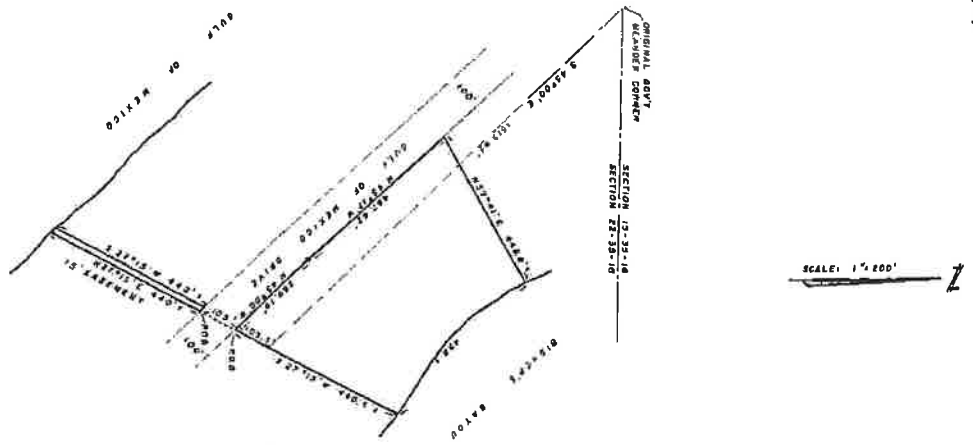
**CERTIFICATE OF SURVEYOR
 STATE OF FLORIDA
 COUNTY OF MANATEE**

I, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LAND DESCRIBED AND SHOWN HEREON, AND THAT, TOGETHER WITH THE DECLARATION, IT CAN BE DETERMINED THEREFROM THE LOCATIONS, IDENTIFICATION, DIMENSIONS AND SIZES OF THE COMMON ELEMENTS AND OF EACH UNIT CONTAINED THEREIN, AS NOW CONSTRUCTED OR TO BE CONSTRUCTED.



WILLIAM H. HEBB
 FLORIDA LICENSE NO. 1821
 COBIA A HEBB, INC.
 PROFESSIONAL LAND SURVEYORS

DATE OF SURVEY: 9-25-68



SCALE: 1" = 200'

EXHIBIT
B

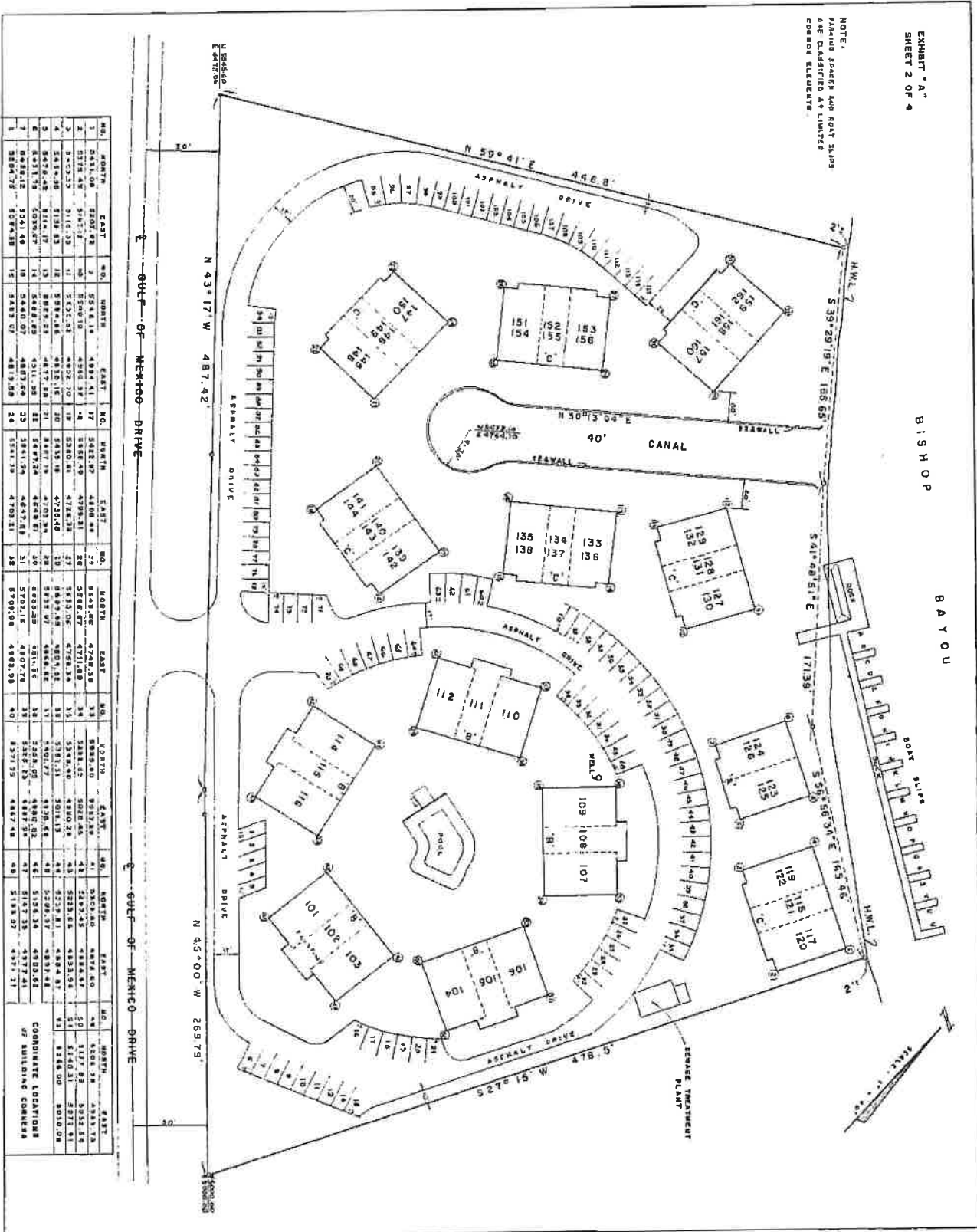
EXHIBIT "A"
 SHEET 2 OF 4

NOTE:
 PAVED DRIVE AND ROY'S CURB
 SHALL BE ADDED TO THE
 COMMON ELEMENTS

BISHOP

BAYOU

CONDOMINIUM PLAN PAGE 57



NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST						
1	5251.82	4201.82	16	5251.82	4201.82	31	5251.82	4201.82	46	5251.82	4201.82	61	5251.82	4201.82	76	5251.82	4201.82	91	5251.82	4201.82	106	5251.82	4201.82	121	5251.82	4201.82	136	5251.82	4201.82	151	5251.82	4201.82	166	5251.82	4201.82	181	5251.82	4201.82	196	5251.82	4201.82

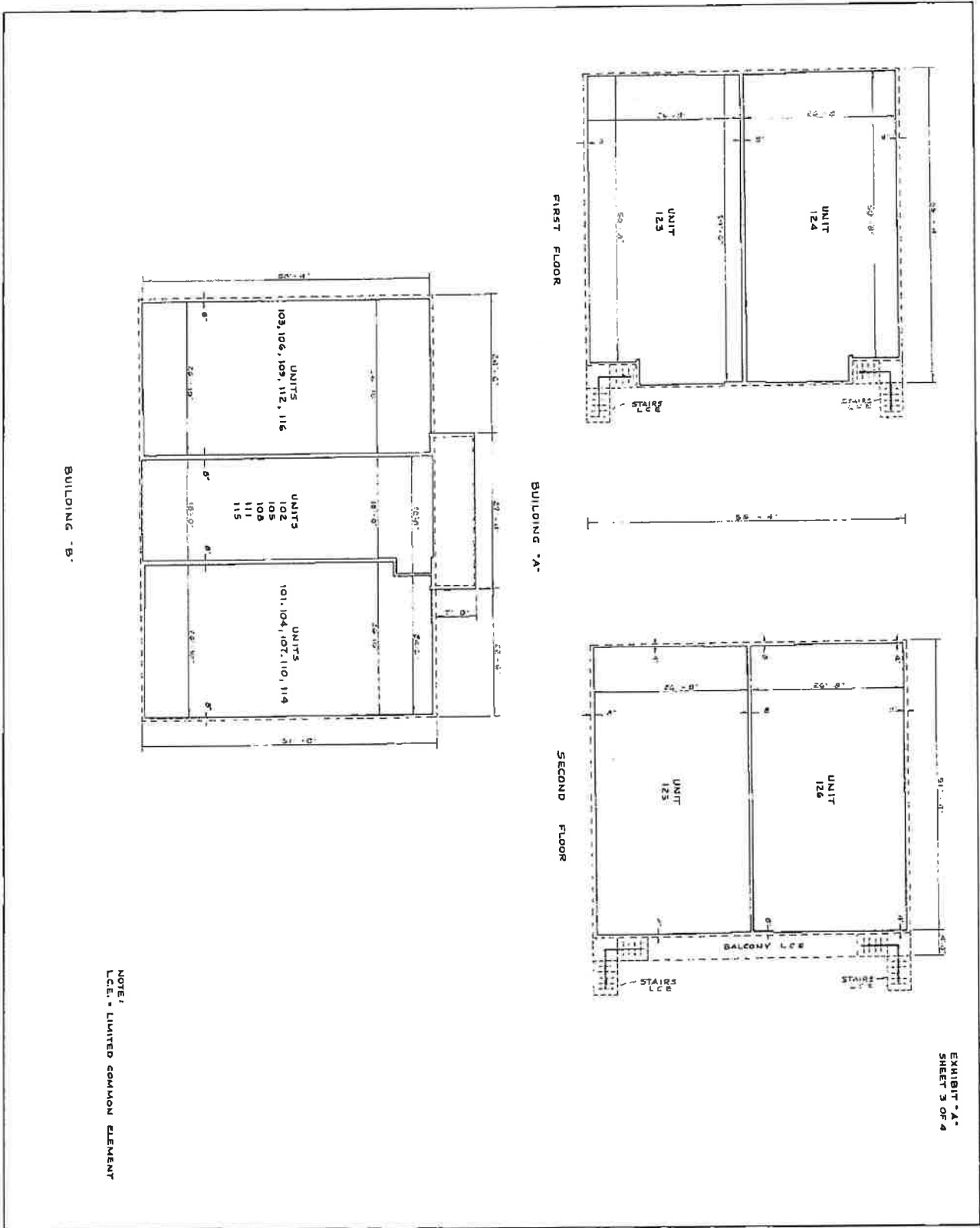
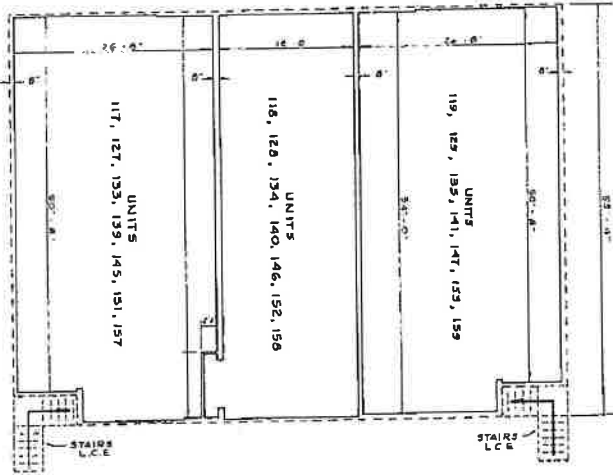


EXHIBIT - A
SHEET 3 OF 4

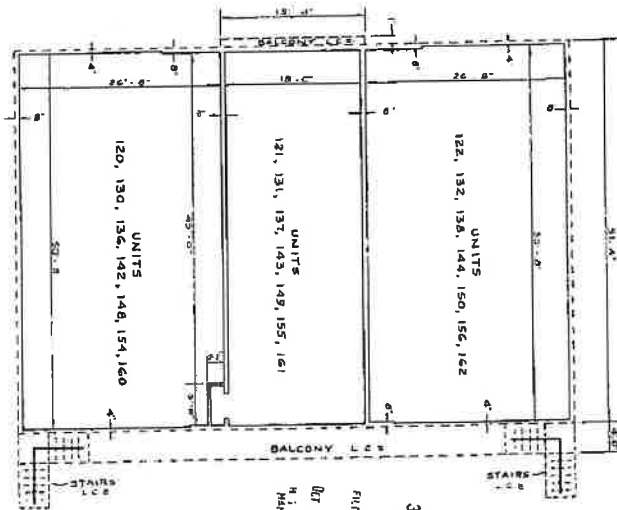
CONDOMINIUM BOOK 1 SHEET 8

FIRST FLOOR



BUILDING - C-

SECOND FLOOR



351530

FILED AND RECORDED

OCT 8 4 11 PM '08

MANATEE COUNTY CLERK

EXHIBIT "A"
 SHEET 4 OF 4

CONDOMINIUM BOOK 1 PAGE 59

SCHEDULE OF ELEVATIONS

	FLOOR ELEV.	CEILING ELEV.
BUILDING - A-	6.85	14.55
FIRST FLOOR	15.22	23.22
SECOND FLOOR	6.59	14.55
BUILDING - B-		
BUILDING - C-	6.55	14.55
FIRST FLOOR	15.22	23.22
SECOND FLOOR		

2515223

NOTE:
 B.M. TOP FK NAIL - ELEV. = 412
 ELEVATIONS BASED ON U.S.C. & G.S. DATUM
 M.S.L. + 0.00 LOCAL B.M. TAKEN FROM
 S.W. 1/4 B.M. NO. 41 - ELEV. 5.88

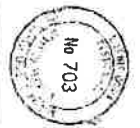
WHITNEY BEACH II A CONDOMINIUM

3362735

CONDOMINIUM BOOK 2, PAGE 13
EXHIBIT "X" SHEET J

BISHOP BAYOU

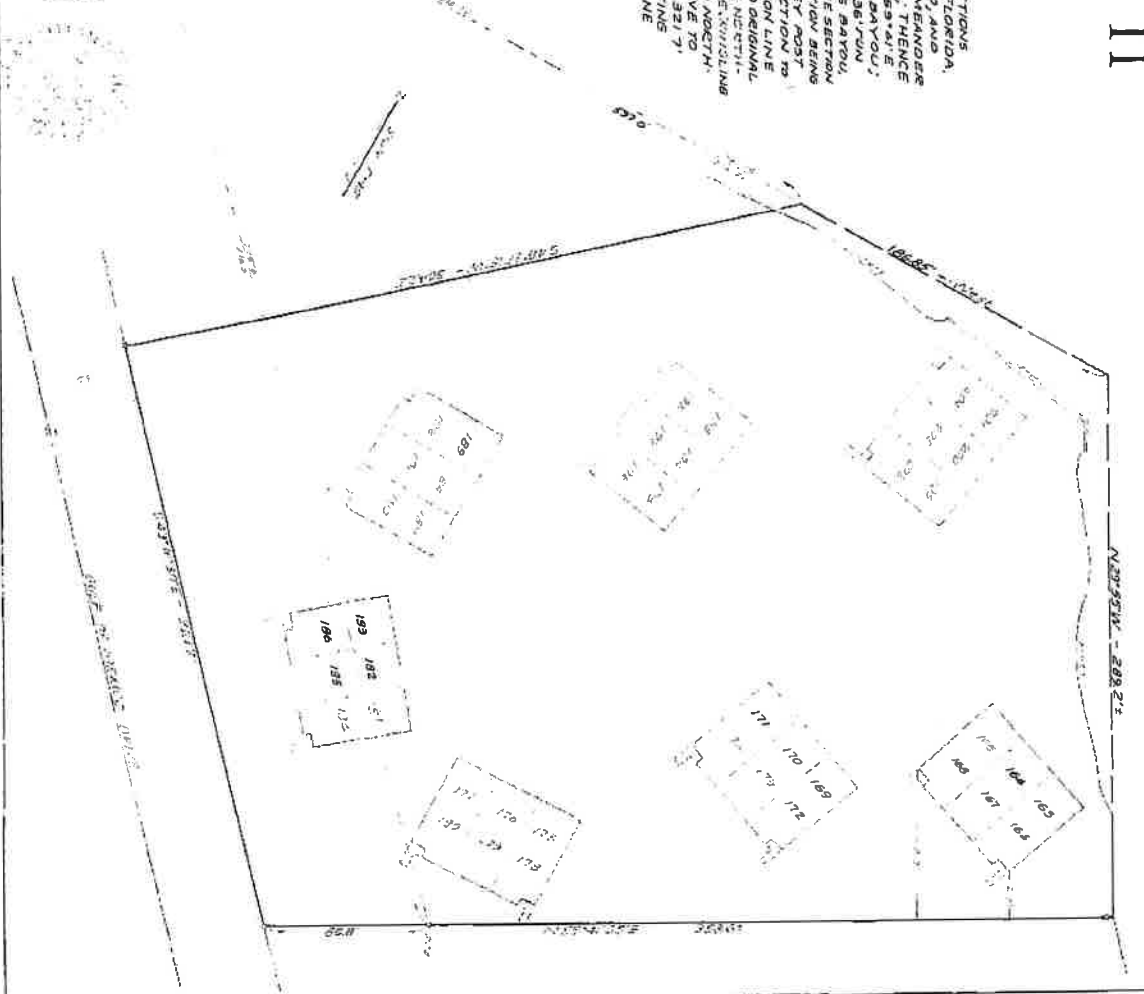
COMMENCE AT THE GOVERNMENT SURVEY POST BETWEEN SECTIONS 16 AND 17 T14N S01W, RANGE 18 EAST MANATEE COUNTY, FLORIDA, SAID POST STILL STANDING), THENCE 545.8' ALONG U.S. MEANDER LINE, A DISTANCE OF 610.5' FOR A POINT OF BEGINNING; THENCE THROUGH A DEFLECTION TO THE LEFT OF 72°19', RUN N 53°41'E A DISTANCE OF 358.6' TO THE WATERS OF BISHOP'S BAYOU; THENCE THROUGH A DEFLECTION TO THE LEFT OF 83°36'10" N 29°55' W ALONG THE HIGH WATER LINE OF BISHOP'S BAYOU A DISTANCE OF 289.2' TO THE INTERSECTION WITH THE SECTION LINE BETWEEN SECTIONS 16 AND 22, SAID POINT OF INTERSECTION BEING 571.0' DUE EAST OF AFORESAID ORIGINAL GOVERNMENT SURVEY POST MARKING SECTIONS 16 AND 22; THENCE THROUGH A SECTION LINE TO THE LEFT OF 60°05' RUN DUE WEST THROUGH A SECTION LINE A DISTANCE OF 188.85' TO A POINT OF BEGINNING; THENCE GOVT. SURVEY POST, THE LINE OF GULF OF MEXICO DRIVE (NORTH- EASTERLY RIGHT), THENCE SOUTHEASTERLY ALONG SAID NORTH- EASTERLY RIGHT OF WAY LINE OF GULF OF MEXICO DRIVE TO A POINT LYING 543.16' 30"E, A CHORD DISTANCE OF 321.71' FROM THE LAST NAMED POINT OF DEPARTURE, AND LYING 50' IN A PERPENDICULAR DIRECTION FROM CENTER LINE OF SAID GULF OF MEXICO DRIVE; THENCE THROUGH A DEFLECTION TO THE LEFT OF 77°01', RUN N 53°41'E A DISTANCE OF 86.8' TO THE POINT OF BEGINNING ON THE U.S. MEANDER LINE, TOGETHER WITH ALL EMINENT DOMAIN RIGHTS THEREUNTO BELONGING OR APPERTAINING



CERTIFICATE OF SURVEYOR
STATE OF FLORIDA
COUNTY OF MANATEE
I, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS WAS MADE OF THE LAND COMPANY AND THAT THIS PLAN, DESIGNATED AS "CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS AND THAT IT CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT CONTAINED THEREIN

J Lewis Cobia
J LEWIS COBIA
PLA CERTIFICATE NO. 703
COBIA AND HEBB, INC
PROFESSIONAL LAND SURVEYORS
SARASOTA, FLORIDA

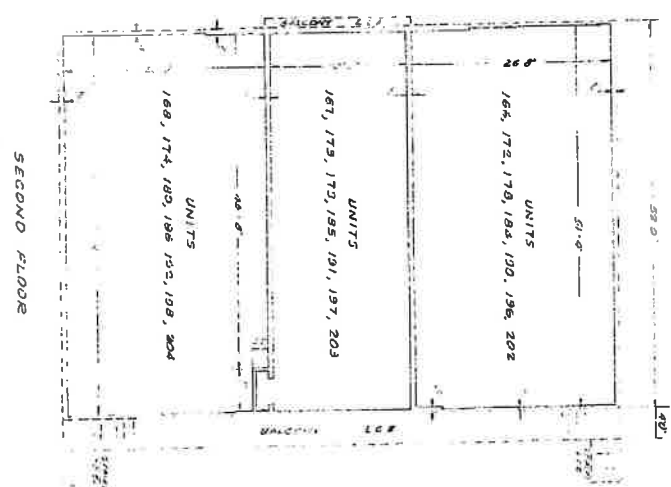
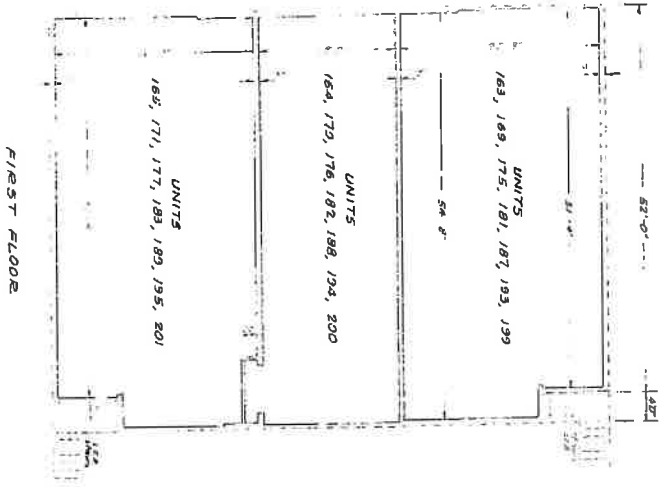
DATE OF SURVEY MARCH 1970



WHITNEY BEACH 11
 A CONDOMINIUM

282735

CONDOMINIUM BOOK 21 PAGE 114
 EXHIBIT "A" SHEET 2



A 3 4 70

THE BOUNDARIES OF OWNERSHIP OF UNITS ARE AS DESCRIBED IN THE DECLARATION ATTACHED HERETO, AND ARE PROPOSED TO BE AS SHOWN ON THIS PLAN, HOWEVER THE ACTUAL BOUNDARIES OF SAID UNITS AS CONSTRUCTED SHALL GOVERN.

COBIA AND HEBB, INC
 PROFESSIONAL LAND SURVEYORS

ELEVATIONS

FIRST FLOOR	6.55
CEILING	14.55
SECOND FLOOR	15.22
CEILING	23.22

ELEVATIONS BASED ON
 UICRG DATUM MSL+000

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WHITNEY BEACH ASSOCIATION, INC.**

***Substantial Rewording of the Articles of Incorporation.
See the Current Articles of Incorporation for present text.***

WHEREAS, the original Articles of Incorporation of Whitney Beach Association, Inc. were filed with the Florida Department of State on December 29, 1967, and

WHEREAS, the Articles of Incorporation have been amended on three occasions, and restated twice, as reflected by instruments filed with the Florida Department of State, and

WHEREAS, these Amended and Restated Articles of Incorporation contain numerous amendments, and

WHEREAS, a majority of the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting, and

WHEREAS, not less than two-thirds (2/3rds) of the Voting Interests of the Members of the Association participating at a duly noticed and convened Membership meeting held on 4-24 2023 approved the amendments and these Amended and Restated Articles of Incorporation, and

WHEREAS, the number of Membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law, and

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Whitney Beach Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be Whitney Beach Association, Inc., hereinafter referred to as Association. The principal office and mailing address of the corporation shall be established by the Board of Directors from time to time.

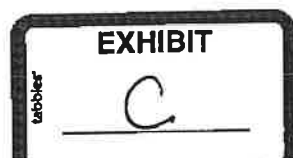
**ARTICLE II
PURPOSES**

The purposes of this corporation shall be the operation and management of the affairs and property of the condominium known as Whitney Beach, a Condominium located in Manatee County, Florida, and to perform all acts provided in the Condominium Documents and the Condominium Act, Chapter 718, Florida Statutes, as amended from time to time.

**ARTICLE III
POWERS**

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Condominium Act and the Condominium Documents, as amended from time to time, except as may be limited or otherwise provided by these Articles.

All the funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Condominium Documents.



**ARTICLE IV
MEMBERS**

All persons owning legal fee simple title to any of the Units of the Condominium, which interest is evidenced by a proper instrument recorded in the Public Records of Manatee County, Florida, shall be Members. Membership shall terminate automatically and immediately as a Member's vested interest in the record legal title terminates.

After the Association approves of a conveyance of a Unit as provided in the Declaration of Condominium, the new Unit Owner shall deliver to the Secretary a copy of the recorded deed or other instrument of conveyance.

**ARTICLE V
VOTING RIGHTS**

Each Unit shall be entitled to one vote at Association meetings, notwithstanding that the same Owner may own more than one Unit or that Units may be combined and occupied by one Owner.

**ARTICLE VI
INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its Members.

**ARTICLE VII
REGISTERED OFFICE AND REGISTERED AGENT**

The registered agent and registered office of the Association shall be determined by the Board of Directors and filed with the State of Florida.

**ARTICLE VIII
EXISTENCE**

The term for which this corporation is to exist shall be perpetual unless dissolved according to law.

**ARTICLE IX
BOARD OF DIRECTORS**

A governing board called the Board of Directors, who shall be elected and serve in accordance with the Bylaws, shall manage the affairs of this corporation.

**ARTICLE X
BYLAWS**

The Bylaws of this corporation may be amended in the manner provided in such Bylaws.

**ARTICLE XI
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the Voting Interests of the Members.
- C. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of not less than two-thirds (2/3) of the Voting Interests of those Members participating at a duly noticed and convened Membership meeting.

- D. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Manatee County, Florida.

**ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

- A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the indemnitee in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which was reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the membership, by adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.
- B. Expenses. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue, or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.
- C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Association as authorized in this Article XII, or as otherwise permitted by law.
- D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against a director, officer, or committee member and incurred in any such capacity, or arising out of the status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors this 24 day of APRIL, 2023.

Whitney Beach Association, Inc.

BY: Bryan W. Fenwick, President

**AMENDED AND RESTATED BYLAWS
OF
WHITNEY BEACH ASSOCIATION, INC.**

***Substantial Rewording of the Bylaws.
See the Current Bylaws for present text.***

WHEREAS, the original Bylaws of Whitney Beach Association, Inc. were recorded in the Public Records of Manatee County, Florida in Official Records Book 379, Page 424, et seq., and

WHEREAS, the Bylaws were revised by numerous amendments, and amended and restated, as reflected by instruments recorded in the Public Records of Manatee County, Florida, and

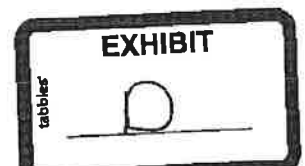
WHEREAS, these Amended and Restated Bylaws were proposed and approved by not less than a majority of the Board of Directors at a duly called Board meeting, and

WHEREAS, not less than two-thirds (2/3rds) of the Voting Interests of the Members of the Association participating at a duly noticed and convened Membership meeting held on APRIL 24, 2023 approved these. Amended and Restated Bylaws.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of Whitney Beach Association, Inc.

Table of Contents

Section 1	Identity	3
Section 2	Definitions	4
Section 3	Members.....	4
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1. Identity. These are the Bylaws of Whitney Beach Association, Inc., a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering the Condominium known as Whitney Beach, a Condominium located in Manatee County, Florida.

2. Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Condominium and Condominium Act (Chapter 718, Florida Statutes, as amended from time to time) unless the context requires otherwise.
3. Members. The Members of the Association shall be the record owners of fee title to the Units. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit for purposes of determining voting, Assessment and use rights.
 - 3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing legal title to the Unit in the Member.
 - 3.2 Voting Interests. The Members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of votes (Voting Interests") is equal to the total number of Units (103). The total number of Voting Interests shall be reduced in the event one or more Voting Interests are suspended by the Board as provided by law, in which event all quorum and voting requirements shall be adjusted accordingly based on the reduced number of Voting Interests until such time as the suspended Voting Interest(s) is reinstated. The vote of a Unit is not divisible.
 - (a) If a Unit is owned by one natural person, that person has the right to cast a vote on behalf of the Unit.
 - (b) If a Unit is owned jointly by two or more persons, any of the record Owners may cast a vote on behalf of the Unit.
 - (c) If a Unit is subject to a life estate, any of the life tenants may cast a vote on behalf of the Unit, or the holder(s) of the remainder interest may cast the vote.
 - (d) If a Unit is owned by a trustee(s), the vote for the Unit may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Unit.

In a situation where there are two or more persons authorized to cast a vote on behalf of a Unit, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.
 - 3.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 3.2 above, unless the joinder of all Owners is specifically required.
 - 3.4 Termination of Membership. The termination of Membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Condominium during the period of the Membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such Membership and the covenants and obligations incident thereto.
4. Members' Meetings: Voting.
 - 4.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The President, Secretary, or a majority of the Board shall have the authority to place an item on the agenda for the annual or special

Membership meetings. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

- 4.2 Special Meetings. Special Members' meetings may be called by the President, Vice President, or by a majority of the Board and must be called by the Association upon receipt of a written request from ten percent (10%) of the Voting Interests. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 4.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be continuously posted at the designated location on the Condominium Property not less than fourteen (14) days before the meeting. The notice of any meeting shall be provided to each Member by one of the following methods: (1) mailed postpaid and correctly addressed to the Member's address shown in the current records of the Association, or (2) be hand delivered to the Member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the Member has consented to receive notice. Each Member bears the responsibility of notifying the Association of any change of address. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member shall constitute such Member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at Members' meetings shall be obtained by the participation of persons entitled to cast a majority of the Voting Interests of the Members. References to duly noticed and convened meetings in the Condominium Documents shall include a requirement that a quorum of the Voting Interests has been obtained.
- 4.5 Voting. Votes may be cast in person, by proxy, or via online voting, if applicable. Any references in the Condominium Documents to vote requirements based on participating Members shall include votes cast via online voting as may be implemented by the Board in accordance with the Condominium Act. The acts approved by a majority of the Voting Interests participating at a duly noticed and convened meeting shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, or the Condominium Documents.
- 4.6 Proxies and Attendance. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit, and filed with the Association before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a Unit as set forth in Section 3.2 of these Bylaws, or a spouse, domestic partner, or adult child of an eligible voter.

Except as specifically otherwise provided in this paragraph, Unit Owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Condominium Documents; and for any other matter which the Condominium Act requires or permits a vote of the Unit Owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in

voting for non-substantive changes to items for which a limited proxy is required and given. No proxy may be used to vote on the election of directors. The election of directors shall be conducted in accordance with Section 5.3 of these Bylaws.

An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile or scanned reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

Attendance at Membership meetings is limited to Members, directors, persons holding one or more proxies in accordance with these Bylaws, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Association, accountants, engineers, and other professionals. A Member may not invite any person to attend a meeting unless permitted by the Board and may not use a general or special power of attorney for purposes of attempting to authorize a non-Member to attend a Membership, committee, or Board meeting of the Association.

4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the participating Members may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director);
- (c) Call for final balloting on election of directors and close of balloting;
- (d) Appointment of inspectors of election and tallying of director votes;
- (e) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the Owners represented in person, by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Reading and disposal of any unapproved minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Announcement of elected directors
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

- 4.9 Membership Meetings Via Remote Communications. Notwithstanding anything else to the contrary in the Condominium Documents, the Board may elect to schedule, notice, convene and conduct a Membership meeting by means of remote communication as may be generally permitted by law or in the event of a catastrophic event as defined in subsection (g) hereof.
- (a) Notice of the meeting shall be delivered in accordance with Section 4.3 of the Bylaws and include a statement that Member participation shall be allowed via remote communication. The notice, or attachments included with the notice, shall set forth instructions stating how the Members may participate by means of the remote communication platform.
 - (b) The remote communication platform must provide a reasonable method, which may be visual identification of a person on a video platform, to verify that any person asserting a right to participate in the meeting is either an invited guest of the Board, a Member, or a person entitled to cast a vote on behalf of a Unit in accordance with these Bylaws, e. g. a proxyholder. Persons not adequately identified may be removed from the meeting at the instruction of the President.
 - (c) Once verified by the Association as a person entitled to cast a vote on behalf of a Unit, authorized persons may participate and be deemed to be present in person and vote at the meeting.
 - (d) The remote communication platform must include measures to provide each person with a reasonable opportunity to participate in the meeting, and as to persons entitled to vote on behalf of a Unit, to vote on matters submitted to the Members, including an opportunity to communicate and to read or hear proceedings of the meeting substantially concurrent with the proceeding.
 - (e) The minutes of the meeting shall indicate the meeting was conducted by means of remote communication and list the name of each person who participated in the meeting, including but not limited to the names of persons voting on behalf of the Units, provided however, the failure of the minutes to contain a list of participants shall not invalidate an otherwise properly noticed and convened meeting.
 - (f) The Board may adopt additional guidelines for conducting remote meetings and/or authorize the Chair of the meeting to make and implement reasonable measures to allow an orderly meeting consistent with the Governing Documents.
 - (g) For purposes hereof, a catastrophic event shall mean when an emergency is declared for Florida and/or Manatee County due to a hurricane, pandemic, or other event, and also in the event of a significant casualty event at the Condominium, including but not limited to, a fire.
- 4.10 Minutes of Meeting. Draft minutes for each meeting must be prepared no later than thirty (30) days after the meeting date and shall be considered for approval at the next Membership meeting. Until adopted by the Members, the minutes shall be marked "Draft". The Association shall retain all minutes as a permanent official record.
- 4.11 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association provides a letter or similar communication to each Member via one of the methods set forth in Section 4.3 of these Bylaws that explains the proposed action. The communication shall include a form of consent to permit each Member to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a Membership meeting provided consents in writing, setting forth the action so taken shall be signed by the Members having not less than the minimum

number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon participated. If the requisite number of written consents are received by the Association within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to all Members. The notice shall fairly summarize the material features of the authorized action.

5. Directors.

- 5.1 Number and Terms. The affairs of the Association shall be governed by a Board of not less than three or more than nine directors and shall be fixed at nine directors until changed by adoption of a Membership resolution. The terms of the directors shall be staggered. All directors shall serve two-year terms, provided however, that either the Board or the Membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that either four or five directors are elected each year.
- 5.2 Qualifications. Every director must be at least 18 years of age and an Owner of the Unit; provided however, there may be only one representative per Unit serving on the Board at any time.
- 5.3 Election of Directors. The following procedures shall apply to director elections:
- (a) Not less than sixty (60) days before a scheduled election, the Association shall deliver to each Member entitled to vote a first notice of the date of the election.
 - (b) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
 - (c) The ballot prepared for the annual meeting shall list all director candidates in alphabetical order. Ballots shall be distributed to all Members with notice of the annual meeting and may be returned to the Association prior to the meeting, cast at the meeting, or on-line if on-line voting has been established.
 - (d) There shall be no nominations from the floor on the date of the election
 - (e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
 - (f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.
- 5.4 Vacancies on the Board. If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:
- (a) If a vacancy is caused by any other reason or circumstance other than a recall, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board meeting held to elect a replacement director to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board is present.

- 5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire Membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.
- 5.6 Organizational Meeting. The organizational meeting of the Board shall be held within ten (10) days of the annual meeting at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Condominium Property at least 48 continuous hours in advance of the meeting.
- 5.7 Regular Meetings. Regular meetings of the Board shall be held at a location and at such times as shall be determined by a majority of the directors, in compliance with Florida Statutes. The President, Secretary, or a majority of the Board shall have the authority to place an item on the agenda for any regular or special Board meeting. Except for meetings to discuss personnel matters, or meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board shall be open to all Unit Owners who may participate in accordance with the written policy established by the Board. Notice of such meetings shall be posted at a designated location on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the Members, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular quarterly Assessments are to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. Written notice of any meeting at which a special Assessment, or at which amendment to rules regarding Unit use, will be considered, shall be mailed or delivered to the Members and posted at a designated location on the Condominium Property not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special Assessment. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice and filed among the official records of the Association.
- 5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of three (3) or more directors. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than

twenty (20%) percent of the Voting Interests may petition for an item of business to be discussed at a Board meeting.

5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to directors personally or by mail, telephone, or by electronic transmission (e.g., email or facsimile transmission) which notice shall state the time, place, and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.10 Quorum and Attendance. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is specifically required by the Condominium Documents. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

Attendance at Board meetings is limited to Unit Owners, directors, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Association, accountants, engineers, and other professionals. A Unit Owner may not invite any person to attend a Board meeting unless permitted by the Board and may not use a general or special power of attorney for purposes of attempting to authorize a non-Unit Owner to attend a committee or Board meeting. Spouses, domestic partners, and adult children of Unit Owners may participate in accordance with the written policy established by the Board.

5.11 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 Joinder in Meeting by Approval of Minutes. The subsequent joinder of an absent director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that director of the business conducted at the meeting; provided, however, the joinder of a director as aforesaid shall not be used for the purposes of creating a quorum.

5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a director);
- (c) Proof of due notice of meeting;
- (d) Reading and disposal of any unapproved minutes;

- (e) Report of officers and committees;
- (f) Election of officers;
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

5.15 Board Meetings Via Remote Communications. Notwithstanding anything else to the contrary in the Condominium Documents, the Board may elect to schedule, notice, convene and conduct a Board meeting by means of remote communication as may be generally permitted under the law or in the event of a catastrophic event as defined in subsection (f) hereof.

- (a) Notice of the meeting shall be delivered in accordance with Sections 5.7 and 5.9 of the Bylaws and include a statement that participation shall be allowed via remote communication. The notice, or attachments included with the notice, shall set forth instructions stating how the directors and Members may participate by means of the remote communication platform.
- (b) The remote communication platform must provide a reasonable method, which may be visual identification of a person on a video platform, to verify that any person asserting a right to participate at the meeting by means of remote communication is a director, a Member, or an invited guest of the Board. Persons not adequately identified may be removed from the meeting at the instruction of the President.
- (c) The remote communication platform must include measures to provide each person with a reasonable opportunity to participate in the meeting, including an opportunity to communicate and to read or hear proceedings of the meeting substantially concurrent with the proceeding. Directors participating at the meeting must also be provided with an opportunity to vote on each agenda item if and when the Chair of the meeting accepts motions on the agenda item.
- (d) The minutes of the meeting shall indicate the meeting was conducted by means of remote communication and list the name of each person who participated in the meeting, including but not limited to the names of the directors and Members, provided however, the failure of the minutes to contain a list of participants other than the directors shall not invalidate an otherwise properly noticed and convened meeting.
- (e) The Board may adopt additional guidelines for conducting remote meetings and/or authorize the Chair of the meeting to make and implement reasonable measures to allow an orderly meeting consistent with the Governing Documents.
- (f) For purposes hereof, a catastrophic event shall mean when an emergency is declared for Florida and/or Manatee County due to a hurricane, pandemic, or other event, and also in the event of a significant casualty event at the Condominium, including but not limited to, a fire.

5.16 Minutes of Meetings. Draft minutes for each Board meeting must be prepared no later than thirty (30) days after the meeting date and shall be considered for approval at the next

Board meeting. Until adopted by the Board, the minutes shall be marked "Draft". The Association shall retain all minutes as a permanent official record. Minutes prepared for a closed Board meeting shall be redacted to block out non-accessible information listed in Section 718.111(12), Florida Statutes.

- 5.17 Executive Committee: Other Committees. The provisions of Section 617.0825, Florida Statutes shall not apply to the extent inconsistent with the following provisions. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more directors. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Condominium during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners (c) to adopt or amend any Rules and Regulations, (d) to fill vacancies on the Board or (e) to borrow money.

The Board may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Unit Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, or meetings to discuss personnel matters.

6. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Condominium Documents may not be delegated to the Board by the Unit Owners. Such powers and duties of the Board shall include the following:
- (a) Operating and maintaining the Common Elements.
 - (b) Determining the Common Expenses required for the operation of the Condominium and the Association.
 - (c) Collecting the Assessments from Unit Owners
 - (d) Employing and dismissing necessary personnel.
 - (e) Adopting and amending Rules and Regulations concerning the operation and use of the Condominium Property, subject to the authority of the Members to overrule such rules, as provided in Section 15 of these Bylaws.
 - (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories therefor.
 - (g) Purchasing, leasing, or otherwise acquiring Units or other property in the name of the Association, or its designee.
 - (h) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (j) Obtaining and reviewing insurance for the Condominium Property.
- (k) Making repairs, additions, and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating revenues and expenses, and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines for the failure of the Owner of the Unit, or its Occupant, licensee, or invitee to comply with provisions of the Condominium Documents or the Rules and Regulations established by the Association to govern conduct at the Condominium. The Board may levy a fine against a Unit Owner, not to exceed the maximum amount permitted by law, for each violation of the Condominium Documents or the Rules and Regulations, and a separate fine for each continuing violation, provided, however, written notice of the nature of the violation and notice of a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice, and a hearing was provided. The Board shall have the authority to adopt rules, regulations, and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be provided with written notice of a hearing not less than fourteen (14) days before the hearing, which notice shall include:

1. A statement of the date, time, and place of the hearing;
2. A statement of the provisions of the Condominium Documents or the Rules and Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Unit Owners appointed by the Board, none of whom may then be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be imposed, and the Association shall not collect from the Unit Owner any costs, expenses, or attorney fees relating to the attempt to levy a fine. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

If the panel, by majority vote, which may be taken by secret ballot, determines to impose the fine levied by the Board, the Unit Owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy and collection of the fine. Payment of the fine shall be due five (5) days after the date of the panel

meeting at which the fine was imposed. Any partial payments received by the Association shall be first applied against attorney fees, then costs, and then the unpaid fines.

- (n) Suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, Guest, or invitee, to use the Common Elements for failure to comply with the Condominium Documents or the Rules and Regulations.

The due process requirements, including the right to a hearing before a hearing panel, as set forth above in subsection 'm' as to fining, shall be applicable to suspensions under this subsection 'n'.

There shall be no suspension of the right to use Common Elements needed to access the Unit, Utility Services provided to the Unit, or parking spaces.

The due process requirements provided herein for suspensions shall not apply to suspensions of voting rights or use rights due to a Unit Owner being more than 90 days delinquent in paying a monetary obligation to the Association, which may be imposed by action at a duly noticed Board meeting. Upon approval, the Association shall notify the Unit Owner and, if applicable, the Unit's Occupant, licensee, or invitee by mail or hand delivery.

- (o) Purchasing or leasing Units for use by resident superintendents, managers, or other similar persons.

- (p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Condominium Property or Association Property, and pledge or hypothecate and or all of its real or personal property, and collaterally assign collection rights for regular or special Assessments, as security for money borrowed or debts incurred. The consent of at least two-thirds of the Voting Interests participating at a duly noticed and convened Membership meeting shall be required for the borrowing of any sum in excess of twenty-five percent (25%) of the annual budget of the Association, including reserve funding for the year.

- (q) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of the Condominium Documents and maintenance, repair, and replacement of the Condominium Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape architect services), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

Officers, directors, and managers of the Association must disclose to the entire Board any financial or ownership interest they may hold in any company that proposes to do business with the Association.

- (r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.
- (s) Exercising (i) all powers specifically set forth in the Condominium Documents and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (t) Convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers. In the event of any "emergency" as defined in Section 7(g) below, the Board may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) The Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that the actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:
 - (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state "disaster area" status;

- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or
- (6) a catastrophic occurrence, whether natural or manmade, which seriously threatens the health or safety of the residents of the Condominium, such as a pandemic or existence of a dangerous virus.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

8 Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer, and a Secretary. All officers must be Board members. All officers shall be elected by the Board and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties that are usually vested in the office of president of a condominium association.
- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of a condominium association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members, shall attend to the giving of all notices to the Members and directors and other notices required by law, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of a condominium association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall keep books of account for the Association in accordance with generally accepted accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer of a condominium association and as may be required by the Board or the President.
- 8.6 Delegation. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.

9. Compensation. Neither directors nor officers shall receive any compensation for any services.

10. Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn.

The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any director or officer, or the occurrence of any other event that would make a director or officer ineligible to serve in that capacity, shall constitute a resignation of such director or officer without need for a written resignation. Any officer or director delinquent in the payment of regular Assessments in excess of 90 days shall be deemed to have abandoned office as provided in the Condominium Act.

11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following:
 - 11.1 Budget. The Board shall adopt a budget of Common Expense for the Condominium not less than fourteen (14) days before the start of the new fiscal year. Copies of the proposed budget, and a notice stating the time, date, and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the Members not less than fourteen (14) days before that meeting. The proposed budget must be detailed and must show the amounts budgeted by income and expense classifications.
 - 11.2 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budgets must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing, and shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of \$10,000 or more. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets. These reserves must be funded unless, to the extent permitted by law, the Members subsequently determine, by majority vote of those Members participating at a meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budgets have been distributed to the Members as required in Section 11.1 above. The funds in a reserve account established under this Section 11.2, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless, to the extent permitted by law, use for another purpose is approved in advance by a majority vote of those Members participating at a Membership meeting.
 - 11.3 Contingency Accounts. In addition to the statutory reserves described in Section 11.2 above, or in place of them if the Members so vote, the Board may establish one or more additional accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements, special projects, cash flow shortages, provide financial stability, and avoid the need for special Assessments and may be spent for any other purpose approved by the Board.
 - 11.4 Assessments, Installments. Regular annual Assessments based on an adopted budget shall be payable in monthly installments, in advance, due on the first day of each month of each year. Written notice of each monthly installment shall be sent to the Members at least fourteen (14) days prior to the due date, but failure to send (or receive) the notice does not excuse the obligation to pay. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Unit's next due monthly installment.
 - 11.5 Special Assessments. Special Assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board approving such Assessments. The notice of any Board meeting at which a special Assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the Members that the Assessment

has been levied must contain a statement of the purpose(s) of the Assessment. The funds collected must be spent for the stated purpose(s) or returned to the Members, or applied as a credit toward future Assessments, as provided by law. The authority of the Board to levy special Assessments under this provision without Membership approval shall not be interpreted to eliminate requirements for Membership approval that may otherwise be applicable. For example, if a purpose of a special Assessment is to fund a project that materially alters the Common Elements, Membership approval of the project may be necessary under the Declaration of Condominium as provided therein.

- 11.6 Fidelity Bonds or Insurance. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board. The cost on such bonds or insurance is a Common Expense.
- 11.7 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than sixty (60) days after the close of each fiscal year, the Board shall, as a minimal requirement, distribute to the Members a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board must, if required by law and not waived by the Membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be distributed to the Members by June 1 of the fiscal year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may distribute to each Member not later than June 1 of each year a notice that a copy of the financial report will be distributed to the Member, without charge, upon receipt of a written request from the Member.
- 11.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.9 Depository. The depository of the Association shall be such bank, banks, or other federally insured depository as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal or transfers of monies from those accounts shall be made only by such person or persons as are authorized by the Board. All funds shall be maintained separately in the Association's name. Provided, nothing herein shall restrict the Board from making prudent investments consistent with their fiduciary duty, which investments do not have to be insured or guaranteed.
12. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other recorded document whereby the Unit Owner acquired title to a Unit. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their ownership interest.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Documents or Rules and Regulations to regulate the participation of Unit Owners at Board, Membership, and committee meetings, and to otherwise provide for orderly corporate operations, provided however, failure to comply with Roberts' Rules shall not invalidate otherwise valid acts.
14. Amendments. These Bylaws may be amended in the following manner:

- 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than twenty (20%) percent of the Voting Interests of the Members.
- 14.3 Adoption. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by vote of not less than two-thirds (2/3rds) of the Voting Interests of the Members participating at a duly noticed and convened Membership meeting..
- 14.4 Certificate and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County.
- 14.5 Amendments by Board. The Board, by a two-thirds vote of the entire Board, may effect an amendment to the Bylaws in any of the following circumstances:
- (a) To bring the Bylaws into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.
 - (b) If the Board determines, that as a result of new, changing, or evolving technology, devices or standards, the Bylaws should be amended to take cognizance of such matters so that the overall intent of the Condominium Documents shall not be frustrated by changing circumstances.
 - (c) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

Provided, however, that no Board adopted amendment to the Bylaws pursuant to this Section shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been given to the Members. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all Voting Interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such duly noticed and convened meeting, a majority of those Voting Interests participating may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no majority vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting.

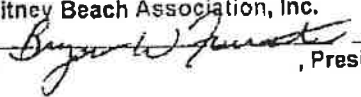
15. Rules and Regulations. The Board may, from time to time, adopt, amend, or add to Rules and Regulations governing the use of Units, Common Elements and Association Property, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action of a majority of the total Voting Interests. Copies of adopted, amended or additional Rules and Regulations shall be furnished by the Board to each Member not less than

thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.

16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Mandatory Arbitration of Disputes. Prior to commencing litigation, unresolved disputes between the Association and Unit Owners as defined in Section 718.1255(1), Florida Statutes must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.
19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the Rules and Regulations
20. Social Activities. The Board shall have the authority to expend not more than one (1%) percent of the overall Association budget for social activities, including without limitation, parties held for the benefit of Unit Owners, residents, or employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a Common Expense of the Association.

The foregoing were adopted as the Amended and Restated Bylaws of Whitney Beach Association, Inc. on the 24 day of APRIL, 2023.

Whitney Beach Association, Inc.

By:  , President