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KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF RIVO AT RINGLING, A CONDOMINIUM**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND  
AMENDED AND RESTATED BYLAWS  
OF  
RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Condominium of RIVO AT RINGLING, A CONDOMINIUM, Articles of Incorporation, and Bylaws of RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC. (herein, the "Association") were approved and adopted by the affirmative vote of not less than two-thirds (2/3) of the voting interests represented in person or by proxy at the duly-noticed and convened Special Members Meeting held on May 31, 2022, as required by Article 15 of the Declaration, Article XI of the Articles of Incorporation, and Article 14.2 of the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

The Declaration of Condominium of RIVO AT RINGLING, A CONDOMINIUM was originally recorded at Official Records Instrument #2006179441 and the Amended and Restated Declaration of Condominium was recorded at Official Records Instrument Number 2013038727, all of the Public Records of Sarasota County, Florida

DATED this 15 day of August, 2022.

Signed, sealed and delivered:  
in the presence of:

sign Crystal Mihaly  
print Crystal Mihaly  
sign Richard Crawshaw  
print Richard Crawshaw

**RIVO AT RINGLING CONDOMINIUM  
ASSOCIATION, INC.**

By: Dennis Rees  
Dennis Rees, President

sign Crystal Michalek  
print Crystal Michalek  
sign Richard Crausshark  
print Richard Crausshark

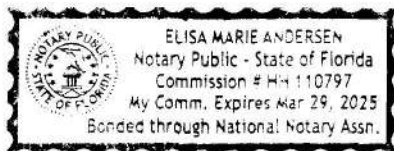
ATTEST:

By: Marybeth Protzman  
Marybeth Protzman, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 15 day of August, 2022, by Dennis Rees, as the President of **RIVO  
AT RINGLING CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf  
of the corporation, who is personally known to me or produced  
as identification.



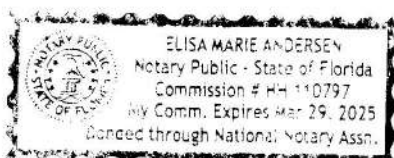
NOTARY PUBLIC

Sign: Elisa Marie Andersen  
Print: Elisa Marie Andersen

My Commission Expires: March 29, 2025

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 15 day of August, 2022, by Marybeth Protzman, as the Secretary of  
**RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, on  
behalf of the corporation, who is personally known to me or produced  
as identification.



NOTARY PUBLIC

Sign: Elisa Marie Andersen  
Print: Elisa Marie Andersen

My Commission Expires: March 29, 2025

**RIVO AT RINGLING, A CONDOMINIUM**

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**

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## AMENDMENTS

### DECLARATION OF CONDOMINIUM OF RIVO AT RINGLING, A CONDOMINIUM

*[Substantial rewording of the Declaration of Condominium.  
See existing Declaration of Condominium for present text.]*

The Rivo at Ringling, LLC, a Florida Limited Liability Company (hereinafter Developer) owned the fee simple title to that certain land located in Sarasota County, Florida, identified in **Exhibit "A"** attached hereto, which was developed into the Condominium described in Condominium Plat Book 39, Pages 48 through 48Q of the Public Records of Sarasota County, Florida, and subsequently amended as described in that Condominium Plat Book 40, Pages 2 through 2Q of the Public Records of Sarasota County, Florida, collectively attached hereto as **Exhibit "B"**. Developer previously submitted the property described in the Plats (Exhibit "B") and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the Condominium form of ownership and use in the manner described in the original Declaration of Condominium recorded in Instrument #2006179441 (84 Pages) of the Public Records of Sarasota County, Florida and in accordance with the Florida Condominium Act (currently Chapter 718, Florida Statutes).

#### ARTICLE 1. DECLARATION OF CONDOMINIUM.

The real property described in **Exhibit "A"** and **Exhibit "B"** and any and all improvements constructed thereon have been submitted to condominium ownership and use pursuant to the provisions of the Condominium Act.

#### ARTICLE 2. NAME OF CONDOMINIUM.

The name by which the Condominium is to be identified is **Rivo at Ringling, a Condominium**.

#### ARTICLE 3. DEFINITIONS.

The terms used in this Declaration and in the exhibits hereto shall have the meanings stated below and in Section 718.103, Florida Statutes, unless the context otherwise requires:

**3.1 "Articles"** shall mean the Articles of Incorporation of **Rivo at Ringling Condominium Association, Inc.**, attached hereto as an exhibit, as subsequently amended from time to time.

**3.2 "Assessments"** shall mean a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

**3.3 "Association"** shall mean **Rivo at Ringling Condominium Association, Inc.**, a corporation not for profit organized under the laws of the State of Florida, and its successors.

**3.4 "Association Property"** shall mean real or personal property that is titled, owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its Members.

**3.5 "Board of Directors" or "Board"** shall mean Board of Administration as defined in the Condominium Act and shall constitute the representative body responsible for administration of the Association.

**3.6 "Building" or "Condominium Building"** shall mean the high-rise structure constructed as part of the Condominium.

**3.7 "Bylaws"** shall mean the Bylaws of **Rivo at Ringling Condominium Association, Inc.**, attached hereto as an exhibit, and as subsequently amended from time to time.

**3.8 "Commercial Parking Spaces"** shall mean the parking spaces on the ground level of the Building that are designated as Commercial Parking Spaces on the Condominium Plat Commercial Parking Spaces may also include certain parking spaces located on the second level of the Building, as set forth in this Declaration.

**3.9 "Common Elements"** shall mean that portion of the Condominium Property not included in the Units. Reference to Common Elements include Limited Common Elements unless the context otherwise requires.

**3.10 "Common Expenses"** shall mean the expenses of administration, maintenance, operation, repair and replacement of the Common Elements, of any portions of the Units to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the Condominium, reasonable reserves for the replacement of the aforementioned property, and other expenses declared to be Common Expenses herein or by the Bylaws and any other valid expenses or charges against the Condominium as a whole for which the Unit Owners are liable to the Association. Common Expenses may also include expenses for holding social events, obtaining food and drinks for member meetings, purchasing card and/or flowers or other niceties and items for which the Board deems appropriate. The enumeration of Common Expenses set forth herein is not exclusive.

**3.11 "Common Surplus"** shall mean the excess of all receipts or revenues of the Association, including but not limited to, Assessments, rents, profits, and revenue collected by the Association which exceeds the Common Expenses.

**3.12 "Condominium"** shall mean that form of ownership of Condominium Property under which Units in the Condominium Building are subject to ownership by different Owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements. This Condominium is a residential condominium as defined in the Condominium Act.

**3.13 "Condominium Act"** shall mean Chapter 718 of the Florida Statutes, as subsequently amended from time to time.

**3.14 "Condominium Documents"** means this Declaration, the Plat attached hereto as Exhibit "B", the Articles of Incorporation, Bylaws of the Association, and the Association Rules and Regulations, all as amended from time to time.

**3.15 "Condominium Parcel"** shall mean a Unit together with an undivided share in the Common Elements which is appurtenant to the Unit, and appurtenances thereto.

**3.16 "Condominium Plat"** shall mean Condominium Plat Book 39, Pages 48 through 48Q of the Public Records of Sarasota County, Florida, and subsequently amended as described in that Condominium Plat Book 40, Pages 2 through 2Q of the Public Records of Sarasota County, Florida, collectively attached hereto as Exhibit "B".

**3.17 "Condominium Property"** shall mean and include the lands that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**3.18 "Declaration" or "Declaration of Condominium"** shall mean this instrument, as it may be subsequently amended from time to time.

**3.19 "Guest"** means any person (other than the Unit Owner and the Unit Owner's Immediate 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.

**3.20 "Immediate Family"** means the spouse, grandparent, parent, child, grandchild or sibling of the Unit Owner or the Owner's spouse.

**3.21 "Institutional Lender"** shall mean a bank, real estate investment trust life insurance company, licensed mortgage company, savings and loan association, real estate or mortgage investment trust, pension fund, agency of the United States Government and FNMA, FHA and VA, or similar entities.

**3.22 "Limited Common Elements"** shall mean those Common Elements, which are reserved for the use of certain Condominium Unit or Units to the exclusion of other Units, as specified in this Declaration and exhibits hereto.

**3.23 "Master Covenants"** shall mean the Master Declaration of Covenants, Conditions, Easements, and Restrictions as recorded in Official Records Instrument #2004192176 of the Public Records of Sarasota County, Florida, as amended from time to time.

**3.24 "Majority"** shall mean, as it pertains to voting of the Unit Owners and the Board of Directors, more than fifty percent (50%).

**3.25 "Member" or "Member of Association"** means and refers to any person, natural, or corporate, who is a Unit Owner.

**3.26 "Master Association"** shall mean **Rivo at Ringling Master Association, Inc.**, pursuant to its Articles of Incorporation and Bylaws, which are attached as exhibits to the Master Covenants.

**3.27 "Occupant"** when used in conjunction with a Unit, refers to a person staying overnight in a Unit.

**3.28 "Rivo at Ringling" or "Rivo at Ringling Project"** shall mean all the property that is subject to the Master Covenants.

**3.29 "Rules and Regulations"** shall mean reasonable rules and regulations governing the use of Units, Common Elements, Limited Common Elements, Association Property, other Condominium Property, and the operation of the Association.

**3.30 "Single Family Residential Use"** shall mean occupancy by a single housekeeping Unit composed of one (1) person; two (2) people no matter how related; or by three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for 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.

**3.31 "Special Assessment"** means any Assessment levied against a Unit Owner other than the Assessment required by a budget adopted annually.

**3.32 "Unit"** shall mean a part of the Condominium Property which is to be subject to exclusive ownership.



3.33 "Unit Owner" or "Owner" shall mean the record owner of legal title to a Condominium Parcel.

3.34 "Voting Interests" means the voting rights distributed to the Association Members.

#### ARTICLE 4. CONDOMINIUM SURVEY.

A plat of the Condominium Property, containing a survey of said land and a plot plan locating the improvements thereon and identifying each Condominium Unit and the Common Elements and their relative locations and approximate dimensions, is attached hereto as Exhibit "B" and recorded in Condominium Plat Book 39, Pages 48 through 48Q of the Public Records of Sarasota County and subsequently amended and described in that Condominium Plat Book 40, Pages 2-2Q inclusive, Public Records of Sarasota County, Florida ("Condominium Plat"). The locations, dimensions, descriptions, identification and numbering or lettering of the respective Condominium Units shall be as described in Exhibit "B" and any subsequent amendments thereto as hereinafter provided. A Unit shall consist of the space defined in Exhibit "B" and as set forth in Section 5 of this Declaration. In the event that the actual physical location of any Unit at any time does not precisely coincide with Exhibit "B" and subsequent amendments, the actual physical locations shall control over the locations, dimensions, and descriptions contained in Exhibit "B" and subsequent amendments, in the event of a total or substantial destruction of the Building, the locations, dimensions, and descriptions of the respective Units as contained in Exhibit "B" and subsequent amendments will control.

The capitalized terms contained in this paragraph shall have the meaning set forth in the Master Covenants. Pursuant to the Master Covenants easements have been granted for the use of and access to the Commercial Parking Spaces for the benefit of the Commercial Parcel Owners. The Commercial Parking Spaces include 10 uncovered parking spaces located outside the Building and 26 parking spaces located on the ground floor level of the Building, and may include up to an additional 20 covered parking spaces on the second floor of the Building, all as more particularly set forth in the Master Covenants. The Master Covenants provide that in the event any of the 36 Commercial Parking Spaces located on the ground floor level of the Building are not being occupied by vehicles of the Commercial Parcel Owners, and their Permittees, between the hours of 6:30 p.m. and 7:30 a.m. Monday through Friday and between the hours of 6:30 p.m. on Friday through 7:30 a.m. on Monday, such unoccupied Commercial Parking Spaces shall be available for use by Unit Owners, on the same basis as any other Common Element parking spaces within the Condominium.

#### ARTICLE 5. UNIT BOUNDARIES, APPURTENANCES, POSSESSION AND ENJOYMENT.

**5.1 Units and Building.** There are one-hundred six (106) Units in total in one high-rise Building. There are recreational facilities and other improvements as indicated on the Condominium Plat. Each Unit is designated by a Unit number depending on its location in the Building. These numbers are set forth in the Condominium Survey. For example, the twelve Units on the sixth floor of the Building will be designated as Units 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, and 612.

**5.2 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:

**5.2.1** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(a) **upper boundaries** - the upper boundary shall follow the contour of the interior unfinished surface of the drywall attached to the underside of the roof trusses.

(b) **lower boundaries** - the horizontal plane of the unfinished upper surface of concrete floor of the first floor of the Unit.

5.2.2 The perimeter boundaries of the Unit shall be the unfinished interior surfaces of the outermost walls bounding the Unit as shown on the Plat attached hereto as Exhibit "B", extended to intersections with each other and with the upper and lower boundaries.

5.2.3 When there are apertures in any boundary, including, without limitation, windows and doors, the boundaries of the Unit shall extend to the interior finished surfaces of the material within such apertures, including all framework thereof. Therefore, windows, doors, and all framings, casings and hardware therefor, are excluded from the Unit.

5.2.4 The Unit shall not be deemed to include any pipes, wiring ducts or other utility installations that are physically within the above-described boundaries, but which serve other Units or the Common Elements. Such utility installations shall be Common Elements.

5.2.5 In cases not specifically covered above, or in case of conflict or ambiguity, the Plat of the Units attached hereto as Exhibit "B" shall control in determining the boundaries of the Unit, except the provisions of Section 5(l)(3) shall control over Exhibit "B".

### **5.3 Types of Units, and Size of Units.**

5.3.1 **Unit A1** - Two bedroom, two bathroom Unit of approximately 1440 square feet of air-conditioned living space. There are 16 of these Unit types. The percentage assigned to this model type is .757%. Units 602, 603, 702, 703, 802, 803, 902, 903, 1002, 1003, 1102, 1103, 1202, 1203, PH-102, and PH-103 are Unit A1 models.

5.3.2 **Unit A2** - Two bedroom, two bathroom Unit of approximately 1442 square feet of air-conditioned living space. There are 16 of these Unit types. The percentage assigned to this model type is .758%. Units 608, 609, 708, 709, 808, 809, 908, 909, 1008, 1009, 1108, 1109, 1208, 1209, PH-108, and PH-109 are Unit A2 models.

5.3.3 **Unit B** - Two bedroom, two bathroom Unit of approximately 1483 square feet of air-conditioned living space. There are 30 of these Unit types. The percentage assigned to this model type is .780%. Units 605, 606, 611, 612, 705, 706, 711, 712, 805, 806, 811, 812, 905, 906, 911, 912, 1005, 1006, 1011, 1012, 1105, 1106, 1111, 1112, 1205, 1206, 1211, 1212, PH-105, and PH-106 are Unit B models.

5.3.4 **Unit C1** - Two bedroom, two bathroom Unit of approximately 1808 square feet of air-conditioned living space. There are 7 of these Unit types. The percentage assigned to this model type is .951%. Units 601, 701, 801, 901, 1001, 1101, and 1201 are Unit C1 models.

5.3.5 **Unit C2** - Two bedroom, two bathroom Unit of approximately 1735 square feet of air-conditioned living space. There are 8 of these Unit types. The percentage assigned to this model type is .912%. Units 604, 704, 804, 904, 1004, 1104, 1204, and PH-104 are Unit C2 models.

5.3.6 **Unit C3** - Two bedroom, two bathroom Unit of approximately 1805 square feet of air-conditioned living space. There are 8 of these Unit types. The percentage assigned to this model type is .949%. Units 607, 707, 807, 907, 1007, 1107, 1207, and PH-107 are Unit C3 models.

5.3.7 **Unit C4** - Two bedroom, two bathroom Unit of approximately 1895 square feet of air-conditioned living space. There are 7 of these Unit types. The percentage assigned to this model type is .997%. Units 610, 710, 810, 910, 1010, 1110, and 1210 are Unit C4 models.

5.3.8 **Unit D1** - Three bedroom, three and a half bathroom Unit of approximately 3373 square feet of air-conditioned living space. There are 3 of these Unit types. The percentage assigned to this model type is 1.774%. Units PH-101, PH-201 and PH-301 are Unit D1 models.

5.3.9 **Unit D2** - Three bedroom, three and a half bathroom Unit of approximately 3296 square feet of air-conditioned living space. There are 2 of these Unit types. The percentage assigned to this model type is 1.733%. Units PH-203 and PH-303 are Unit D2 models.

5.3.10 **Unit D3** - Three bedroom, three and a half bathroom Unit of approximately 3365 square feet of air-conditioned living space. There are 2 of these Unit types. The percentage assigned to this model type is 1.770%. Units PH-204 and PH-304 are Unit D3 models.

5.3.11 **Unit D4** - Three bedroom, three and a half bathroom Unit of approximately 3460 square feet of air-conditioned living space. There are 3 of these Unit types. The percentage assigned to this model type is 1.820%. Units PH-110, PH-206 and PH-306 are Unit D4 models.

5.3.12 **Unit E** - Three bedroom, three and a half bathroom Unit of approximately 2873 square feet of air-conditioned living space. There are 4 of these Unit types. The percentage assigned to this model type is 1.511%. Units PH-202, PH-205, PH-302 and PH-305 are Unit E models.

**5.4 Appurtenances.** There shall pass with each Unit as appurtenances thereto:

5.4.1 An undivided share of the Common Elements.

5.4.2 An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time as the Unit may lawfully be altered or reconstructed from time to time.

5.4.3 An undivided share in the Common Surplus.

5.4.4 Membership and voting rights in the Association.

5.4.5 Exclusive use of Limited Common Elements as designated herein or in the Plat attached hereto as Exhibit "B".

**5.5 Possession and Enjoyment.** Each Unit Owner is entitled to the exclusive possession of the Owner's Unit. Each Unit Owner shall be entitled to the use of the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other Unit Owners. When a Unit is leased, a tenant shall have all use rights in the Association Property and those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. The Association may 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, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, Bylaws, or reasonable Rules and Regulations of the Association in the manner provided in Section 718.303, Florida Statutes. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created, except that each Unit Owner shall be entitled to the exclusive use of the Limited Common Elements appurtenant to the Unit Owner's Unit.

## ARTICLE 6. LIMITED COMMON ELEMENTS.

Certain Common Elements have been or may be designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been designated are as described in this Declaration and as further identified on the Condominium Plat attached hereto as Exhibit "B".

**6.1 Air Conditioning and Heating Equipment.** All equipment fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements. The maintenance, repair and replacement of such equipment fixtures, and installations shall be by and at the expense of the Unit Owner.

**6.2 Terraces.** All terraces shown on the Condominium Plat as Limited Common Elements for specific Units shall be Limited Common Elements appurtenant to the Unit and shall be for the exclusive use of such Unit and its Occupants from time to time.

**6.3 Parking Spaces and Storage Spaces.** Certain parking spaces located on the second, third, fourth and fifth levels of the Building and storage spaces have been assigned as Limited Common Elements as provided in this Declaration. Two parking spaces have been assigned to each penthouse Unit, and one parking space has been assigned to each other Unit, at the time of conveyance of the Unit. Storage spaces have been assigned to some, but not all of the Units. All assignments and subsequent transfers of parking spaces and storage spaces shall be made by an instrument in writing executed with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida. Such assignment may be made either by a separate instrument or may be included in each deed. The parking spaces and storage spaces that are so assigned (i.e., the exclusive use thereof) shall be a Limited Common Element appurtenant to the Unit to which it has been assigned and shall be for the exclusive use of such Unit and its Occupants from time to time.

A sale, transfer, or encumbrance of the Unit to which parking and/or storage spaces have been assigned shall automatically, without specifically mentioning such spaces, and without the execution or recording of any further instruments, transfer or encumber such parking and storage spaces. The exclusive right to use such assigned spaces may not be separately conveyed, transferred, assigned, or encumbered provided, however, that notwithstanding the foregoing, Unit Owners may exchange parking spaces assigned to their respective Units, and a Unit Owner with two or more assigned parking spaces may transfer the exclusive use of a parking space to another Unit Owner in the Condominium, but such exchange or transfer must be reflected in a written instrument executed by all the Owners of the Units involved and reflecting the terms of the exchange or transfer and filed and recorded in the Public Records of Sarasota County, Florida. In no event shall any exchange or transfer be valid if the result would be a Unit with no assigned parking space, it being the intent and mandate hereof that every Unit must always have at least one assigned parking space as an appurtenant Limited Common Element.

Any unassigned parking spaces shall be Common Elements and may be regulated by the Association for use by Unit Owners, visitors, guests, and deliveries within the Condominium.

The Board of Directors of the Association may by Rule or Regulation, restrict, limit, or otherwise impose conditions on the usage and assignment of the Common Element and Limited Common Element parking spaces.

**6.4 Others.** Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required under Section 12 of 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. This provision includes the main entrance door to the Unit, the sliding screen doors and sliding glass doors on the terraces, including but not limited to all hardware, locks, and framings associated with these items.



## **ARTICLE 7. COMMON ELEMENTS.**

The term Common Elements means all portions of the Condominium Property not included within the Units, and includes without limitation the following:

**7.1 Portions of Buildings.** All portions of the Buildings and other improvements on the Land not included within the Units, including Limited Common Elements.

**7.2 Easements Through Units.** Easements through Units for conduits, ducts, plumbing, wiring, support, and other facilities for furnishing utility services to Units and the Common Elements.

**7.3 Easement of Support.** An easement of support in every portion of the Condominium which contributes to the support of a Building.

**7.4 Utilities and Other Services.** The property and installations required for furnishing utilities and other services to more than one Unit or to the Common Elements.

**7.5 Other Easements.** Easements in favor of the Condominium, and the Association, including but not limited to easements for utilities, drainage, support, maintenance, ingress and egress, all as set forth in the Master Covenants or by other recorded instruments as amended from time to time.

## **ARTICLE 8. EASEMENTS.**

The following easements are established and reserved over, across, under and through the Condominium Property, the Units, the Common Elements and Limited Common Elements, each to be a covenant running with the land of the Condominium Property, and in favor of the Association, individual or collective Unit Owners, governments having jurisdiction, suppliers of utility services, and owners and occupants of adjacent lands, as the context may require:

**8.1 Ingress and Egress.** Non-exclusive rights-of-way by vehicle or on foot in, to, over and upon the Vehicular Easement Area and the Pedestrian Easement Area as reflected on the Condominium Plat are established and provided for under the Master Covenants. Non-exclusive pedestrian easements shall exist over all sidewalks, hallways, lobbies, and any other areas constructed and designated for pedestrian access in the Condominium, to provide ingress to and egress from each Unit and all and singular the Common Elements, Limited Common Elements, and the Vehicular Easement Area and the Pedestrian Easement Area. Non-exclusive vehicular easements shall exist over all access portions of parking areas, driveways, and other areas constructed and designated for vehicular access in the Condominium, to provide ingress to and egress from the Vehicular Easement Area to parking spaces in the Condominium, and the Common Elements and Limited Common Elements.

**8.2 Utilities and Duct Work.** Easements as may be required, desirable, or necessary for the furnishing of utility services to any one or more Units, the Common Elements, Limited Common Elements, the Condominium Property generally and adjacent lands not forming a part of the Condominium including but not limited to all property subject to the Rivo at Ringling Master Covenants. Such easements shall include, but not be limited to, such easements as may be shown on exhibits to this Declaration and amendments hereto. Easements shall exist in all Common Elements and within Units (provided the easements do not unreasonably interfere with the residential use of the Units), for utility services and an easement in gross is hereby granted in all Common Elements for utility services in favor of governments having jurisdiction, suppliers of utility services, including cable television systems, communications and security systems, and owners and occupants of adjacent lands. The Association may also transfer title to utility-related equipment facilities, or material, and take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment facilities or material are to be so transferred. Also

such easements as may be required, desirable, or necessary for duct work and condensate lines for the furnishing of air-conditioned, cooled or heated air to the Units from air-conditioning or heating equipment or installations located without the Unit boundaries. Easements reserved hereunder shall include access easements over the Common Elements for installing, reading, repairing, maintaining, and replacing meters, lines, and other facilities supplying utilities to the Condominium Property.

**8.3 Encroachments.** If a Unit or a Limited Common Element shall encroach upon any Common Element or Limited Common Element, or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist. If any Common Elements or Limited Common Elements shall encroach upon a Unit as a result of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist

**8.4 Maintenance.** Such easements as may be reasonably necessary or desirable are provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of the Units, Common Elements and Limited Common Elements, utility services, and for implementation of any of the maintenance or repair obligations of the Association and Unit Owners.

**8.5 Adjacent Property.** Non-exclusive easements for utilities and drainage are hereby reserved over the utility and drainage easements located herein or otherwise reserved herein to provide utilities and drainage to properties adjacent to the Condominium that are not a part of the Condominium, including but not limited to all property subject to the Rivo at Ringling Master Covenants. Non-exclusive easements for ingress and egress are hereby reserved over all parking areas and drives located on the ground, and certain portions of the first two levels of the Building, to provide pedestrian and vehicular access to properties adjacent to the Condominium that are not part of the Condominium, including but not limited to all property subject to the Rivo at Ringling Master Covenants, and specifically including a nonexclusive vehicular and pedestrian easement over such portions of the Condominium Property (including the elevator between the first and second levels relative to the second level Commercial Parking Spaces) as are reasonably necessary to provide access to the Commercial Parking Spaces.

**8.6 Association's Right to Amend and Create Additional Easements.** The Association's Board of Directors shall at all times have the right, power and authority to declare and create, convey and dedicate, modify and amend, from time to time, without joinder and consent of any Unit Owner, mortgagee, or lien or, reasonable easements over, upon, in and through the Condominium Property for drainage, support, construction, maintenance, utility or other purposes, and for ingress and egress, provided, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not unreasonably interfere with the peaceful and lawful use and enjoyment of the Condominium Property and the Units by the Unit Owners, and provided further that no easement in favor of the Master Association may be amended in a manner that is adverse to the Master Association unless consented to in writing by the Master Association, as applicable.

## **ARTICLE 9. COMMON EXPENSES, COMMON SURPLUS, AND COMMON ELEMENTS.**

Each Unit shall be liable for its Percentage Interest of the Common Expenses as set forth in Section 5.3 of the Declaration, and shall own its Percentage Interest in the Common Elements and Common Surplus as set forth in Section 5.3 of the Declaration.



## ARTICLE 10. ASSOCIATION.

The operation of the Condominium is by **Rivo at Ringling Condominium Association, Inc.**, a Florida corporation not for profit, which shall perform its function pursuant to the following:

**10.1 Articles of Incorporation.** A copy of the Articles of Incorporation of the Association is attached as Exhibit "C".

**10.2 Bylaws.** A copy of the Bylaws of the Association is attached as Exhibit "D".

**10.3 Delegation of Management.** The Board of Directors may contract for the management and maintenance of the Condominium Property and authorize a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of Rules and Regulations, and maintenance and repair of the Common Elements with funds made available by the Association for such purposes. In order to be valid or enforceable, all such contracts shall comply with the requirements of Section 718.3025, Florida Statutes. The Association and its Directors and Officers shall, however, retain at all times the powers and duties provided in the Condominium Act.

**10.4 Membership.** The membership of the Association shall be comprised of the record Owners of legal title to the Units, as further provided in the Bylaws.

**10.5 Acts of the Association.** Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit Owners. The Officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

**10.6 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 maintenance, management, and operation of the Condominium Property and Association Property. The Association, upon written approval of a Majority of the Voting Interests, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

**10.7 Official Records.** The Association shall maintain its official records as required by law and in accordance with Article 26 hereto.

**10.8 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 of Directors.

**10.9 Acquisition of Property.** The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided by 10.7 above, the power to acquire real property may be exercised by the Board of Directors, but only after approval by not less than two-thirds of the Voting Interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association.

**10.10 Disposition of Property.** Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board of Directors, without need for authorization by the Unit Owners.

**10.11 Roster.** The Association shall maintain a current roster of all Unit Owners in accordance with the requirements of Section 718.111(12), Florida Statutes and Section 26.1.7, hereto. A copy of the roster shall be made available to any Member upon request.

**10.12 Association Defense of a Legal Action.** If the Association is a named defendant in any action actually or purporting to affect a Unit, including the defense of a mortgage foreclosure in which the Association is a named defendant pursuant to Florida Statutes Section 718.116(1)(b), as amended from time to time, the Owner of the Unit, regardless of how title has been acquired including but not limited to by foreclosure or deed in lieu of foreclosure, shall be responsible for all attorneys' fees and costs incurred by the Association to defend the lawsuit. The attorneys' fees and costs incurred in the defense of the lawsuit shall remain a debt on the Unit and may be collected in addition to the Assessments that the Association is authorized to pursue under Florida Statutes Section 718.116(1) and collected in the same manner as Assessments, as described in Article 11.

**10.13 Association Limitation on Liability.** Neither the Association, nor its Directors, Officers, Manager or agents shall be held liable for any loss, damage or injury arising caused by any Owner, resident, Occupant or other third party. All Owners, residents and Occupants hereby acknowledge that the Association, its Directors, Officer, Manager and agents are not responsible for the actions of others, nor does the Association warrant any level of security, safety or protection against loss, damage or injury caused by another taking place within the Condominium or any area within the Association's control.

**10.14 Controlling Party.** The Board of Directors of the Association may, by duly-adopted resolution at a Board meeting, designate either the President or the Treasurer as the "controlling party" as defined in the New Requirements for Business Banking Accounts.

## **ARTICLE 11. ASSESSMENTS AND LIENS.**

The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and Special Assessments for Common Expenses. The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 11 of the Bylaws and as follows:

**11.1 Common Expenses.** Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements, certain Limited Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. All water service, sewer service and trash collection service for the Condominium Property, including, but not limited to the Units and the Common Elements, will be a Common Expense.

**11.2 Share of Common Expenses.** The Owner of each Unit shall be liable for its Percentage Interest of the Common Expenses as set forth in Section 5.3 of the Declaration.

**11.3 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 the Unit. No Owner has the right to withdraw or receive distribution of their share of the Common Surplus, except as otherwise provided herein or by law.

**11.4 Assessments and Obligations.** The fee title Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while such party is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 20.3 of this Declaration, whenever title to a Condominium Parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments, accrued interest, late fees, costs attorney fees and fines against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

**11.5 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. No Unit Owner may be excused from payment of the Unit Owner's share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as provided in Section 20.3 hereof as to certain mortgagees.

**11.6 Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, up to the greater of \$25 or 5 percent of each delinquent installment for which the payment is late. All payments on account shall be applied first to interest then to late payment fees, then to any costs and attorney's fees, and then to delinquent Assessments, as provided in the Condominium Act. No payment by check is deemed received until the check has cleared.

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

**11.8 Liens.** The Association has a lien on each Condominium Parcel securing payment of past due Assessments, Special Assessments, including interest, late payment fees, and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments, Special Assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The Association shall record a Claim of Lien in the Public Records of Sarasota County, Florida, stating the name and address of the Association, the description of the Condominium Parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments, Special Assessments, interest, late payment fees, reasonable attorney's fees, costs and charges coming due prior to the entry of a final judgment of foreclosure. Upon full payment the person making the payment is entitled to a satisfaction of the lien.

**11.9 Priority of Lien.** The Association's lien is effective from and shall relate back to the recording of the original Declaration in the public records of Sarasota County, Florida. The Association's lien for unpaid Assessments

shall be subordinate and inferior only 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.

**11.10 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.

**11.11 Estoppel Information.** The Association shall, within ten (10) days after receiving a written request for same, certify to any Owner, prospective purchaser of a Unit, or mortgagee in writing (also referred to as an "estoppel letter"), signed by an Association officer or authorized agent, setting forth whether all Assessments and other sums due the Association have been paid. The Association may charge a reasonable fee for the preparation of such Certificate. In no event shall such fee be in excess of \$250.00 or as otherwise permitted by law, whichever is greater. Such certificate may be relied upon by all interested persons.

## **ARTICLE 12. MAINTENANCE, LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS.**

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

**12.1 Association Responsibilities and Maintenance.** Except as otherwise provided herein, the Association is responsible for the protection, maintenance, repair, and replacement of all Common Elements, Limited Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by or at the expense of the Unit Owner). The cost is a Common Expense except where otherwise assigned to the Unit Owner herein. The Association's responsibilities include, without limitation:

12.1.1 Electrical wiring up to the circuit breaker panel in each Unit.

12.1.2 Water pipes up to the individual Unit shutoff valve.

12.1.3 Cable television lines up to the wall outlet.

12.1.4 Main air conditioning condensation drain lines up to the point where the individual Unit drain line cuts off.

12.1.5 Sewer lines up to the point where they enter the individual Unit.

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

12.1.7 To maintain, repair and replace the Limited Common Element main entrance door to the individual Unit, the sliding screen doors and sliding glass doors on the terrace(s) of the individual Unit, including all hardware, locks, and framings associated with these items, the cost of which shall be assessed to the Unit Owner.

12.1.8 All exterior portions of the Building including the roof and the exterior walls, including painting, waterproofing, and caulking.

12.1.9 To maintain, repair, and replace the Limited Common Element windows, window glass, including all hardware, locks, and framings associated with these items, except that any glass broken by a Unit Owner



or any member of the Owner's family or Occupants of the Unit, Guests, visitors, employees, agents, or tenants, the cost of such maintenance, repair and replacement shall be assessed to the Unit Owner.

12.1.20 All structural and load bearing portions of a Unit or Limited Common Element, including all concrete slabs that constitute part of the Units or Limited Common Elements.

The Association's responsibility does 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. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for the damage to any improvement, upgrade, alteration or addition to the Unit, Common Elements or Limited Common Elements made by a Unit Owner or the Unit Owner's predecessor in title.

The Association is not 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 of Condominium, or an agent of the Association tortuously and intentionally caused the damage.

**12.2 Unit Owner Maintenance.** Each Unit Owner shall be responsible, at Owner expense, for all maintenance, repairs, and replacements of such Owner's own Unit and certain Limited Common Elements. The Owner's responsibilities include, without limitation:

12.2.1 Paint, finish, covering, wallpaper, and decoration of all walls, floors and ceiling.

12.2.2 All built-in shelves, cabinets, counters, storage areas and closets.

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

12.2.4 The circuit breaker panel and all electrical wiring going into the Unit from the panel.

12.2.5 Apparatus, equipment, fire and burglar alarms and other security equipment outlets, switches, wires, pipes and conduits serving only the respective Unit; all electric lines between the Unit and its individual service panel or meter, and all water and waste lines between the Unit and the main distribution lines.

12.2.6 Appliances, water heaters, water filters, smoke alarms, and vent fans.

12.2.7 All air conditioning, and heating equipment, thermostats, ducts, Freon or Pureon lines, condensate drain lines and drain pan, and installations serving the Unit exclusively, no matter where located, including air compressors on the roof of the Building.

12.2.8 Shower pans.

12.2.9 The main water supply shut-off valve for the Unit

12.2.10 Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.

12.2.11 All interior partition walls that do not form part of the boundary of the Unit (excluding load bearing portions thereof).

12.2.12 All furniture, furnishings and personal property contained within the respective Unit.

### **12.3 Other Unit Owner Responsibilities.**

12.3.1 **Terraces.** The Unit Owner shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; cleaning of the sliding glass doors and sliding screen doors including the tracks, bearings and rollers associated therewith in portions of the entrance way to said area, if any; and the wiring, electrical outlets) 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 and the concrete slabs and cleaning of windows other than the terrace sliding glass doors.

12.3.2 **Interior Decorating.** Each Unit Owner is responsible for all decorating within the Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

12.3.3 **Flooring.** Except for terraces, bare concrete flooring in any area of a Unit is prohibited. Except for terraces, any area that is not covered with wall-to-wall carpeting with high quality padding must be installed with a sound absorbent underlayment approved by the Board of Directors. An Owner who desires to install in place of carpeting, or replace any existing floor covering with any hard-surface floor covering (e.g., wood, marble, slate, ceramic tile, parquet, or cork) 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 of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. Any Unit sold with bare concrete floors in any room or area of the Unit (except for terraces) prior to April 20, 2017 is exempt from this provision as it pertains to such bare concrete floors or areas, provided however, that such exemption shall no longer exist when such bare concrete floor or area is or has been covered with wall-to-wall carpeting or a hard-surface flooring.

12.3.4 **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 of the Association.

12.3.5 **Modifications and Alterations.** If a Unit Owner makes any modifications, installations or additions to the Unit, the Common Elements, or the Limited Common Elements, the Unit Owner, and successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, and shall be strictly liable for costs of repairing any damage to the Common Elements or other Units resulting from the installation, maintenance, repair, replacement or existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications, installations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect any other part of the Condominium Property, provided however, nothing herein shall be construed to authorize an Owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required in Section 12.4 hereof.

12.3.6 **Use of Licensed and Insured Contractors.** Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit, Limited Common Elements, or Common Elements, such Owner shall be deemed to have warranted to the Association and its Members



that the Owner's contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to the Common Elements, Limited Common Elements, Units, persons or property not paid by the contractor's insurance.

**12.4 Alteration of Units or Common Elements by Unit Owners.** No Owner shall make or permit the making of any material alterations or substantial additions to the Common Elements or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. No Owner may alter the landscaping of the Common Elements in any way without prior Board approval. No Unit Owner shall make or permit the making of any structural alteration or structural improvement, requiring in either case a City permit, to their Unit without first obtaining the written approval of the Board of Directors.

**12.5 Alterations and Additions to Common Elements and Association Property by Association.** The protection, maintenance, repair, insurance, and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than five percent (5%) of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval by not less than two-thirds of the Voting Interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

**12.6 Enforcement of Maintenance.** If after reasonable notice the Owner of a Unit fails or refuses to maintain or repair the Unit or its appurtenant Limited Common Elements as required in this Declaration or in the Association's Rules and Regulations, 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, entering the Unit or Limited Common Element with or without notice to or consent of the tenant or Unit Owner, during reasonable hours to repair, replace, or maintain any Common Element or any portion of the Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to one or more Units. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees, costs and other expenses of collection.

**12.7 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 the Owner's act, inaction or negligence, or by that of any member of the Owner's family or Occupants, Guests, employees, contractors, invitees, agents, or tenants. Each Unit Owner has a duty to maintain and repair the 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 a 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. The Board of Directors has the authority to adopt Rules and Regulations on what preventative maintenance must be undertaken by Owners, and how often, such as replacement of water heaters on a regular basis. If any condition, defect or malfunction, resulting from the Owner's failure or refusal 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, including the insurance deductible as allowed by law. 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.

**12.8 Association's Access to Units.** The Association has an irrevocable right of access to the Units during reasonable hours 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 the Common Elements or 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. 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 may retain a passkey to all Units and the Owners shall provide a passkey to their Unit to the Association upon written demand. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, 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.

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

**12.10 Hurricane Shutters.** All doors and windows in the Units are hurricane-rated by the applicable governmental authority. Accordingly, no hurricane shutters shall be permitted in the Condominium.

**12.11 Commercial Parking Spaces.** Notwithstanding any other provision dealing with maintenance and apportionment of expenses, this provision shall control the party responsible to maintain the following areas and the apportionment of expense for such maintenance expense. The capitalized terms contained in this Section shall have the meaning set forth in the Master Covenants. The Roadway Improvements, Storm-water Management System and any master utility system or service serving both Parcels shall be maintained by the Master Association as a common expense apportioned as provided generally in Section 10 of the Master Declaration. In order to ensure uniformity of maintenance and appearance, all uncovered parking areas located on any Commercial Parcel shall also be maintained by the Master Association, but the expense shall not be apportioned as a common expense as provided generally in Section 10 of the Master Declaration, but instead the charge for the work performed on each Commercial Parcel shall be paid by each Commercial Parcel Owner only based upon the amount of work performed on such Commercial Parcel. All parking areas, and other paved or concrete roadway or parking areas, located on or in this Condominium or its improvements, shall be maintained by the Association and the expense associated with maintenance of such areas shall be apportioned and paid as follows: (1) Common Element and Limited Common Element parking and roadway areas shall be a Common Expense of the Condominium and shall be paid by the Unit Owners as provided in this Declaration of Condominium; (2) the parking areas located on the ground floor, and associated common roadway and pedestrian ingress and egress areas, shall be a common expense of the Master Association and apportioned as generally provided in Section 10 of the Master Declaration; (3) exclusive parking areas located on the second level of parking if assigned to specific Commercial Parcel Owners as envisioned in Section 6(c) of the Master Declaration shall, at the option of the Association, either be charged proportionally to the Commercial Parcel Owners having the exclusive use of such parking spaces or shall be a Common Expense. In addition to an obligation to share maintenance expenses as provided herein, oil or fluid leaks onto any parking area 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 Commercial Parking Space from which the offending motor vehicle was parked.

## **ARTICLE 13. USE RESTRICTIONS.**

**13.1 Use of Units.** Each Unit is hereby restricted to Single Family Residential Use by the Owner or Owners thereof, or their tenants. No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

13.1.1 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.

13.1.2 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 the City of Sarasota, and provided that 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.

**13.2 Nuisance Prohibited.** No nuisances shall be allowed to be committed, or maintained in, on or upon the Condominium Property nor any use or practice that is the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the Condominium 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 a Unit or use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

**13.3 Observance of Laws and Proper Conduct.** No immoral, improper, or offensive use shall be made on the Condominium Property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed.

**13.4 Rules and Regulations.** Subject to the rights of the Members as provided in Section 15 of the Bylaws, reasonable, Rules and Regulations governing the use of the Units, Common Elements, Limited Common Elements, Association Property other Condominium Property, and the operation of the Association, may be made and amended from time to time by the Board of Directors of the Association, and all Owners and Occupants shall abide by said Rules and Regulations.

**13.5 Signs.** No person may post or display any signs, including For Sale, For Rent, Open House and other similar signs, anywhere on the Condominium Property, including without limitation windows of Units, or on or in motor vehicles parked on Condominium Property, unless otherwise permitted by the Board of Directors via adoption of a Rule and Regulation.

**13.6 Display of Personal Property.** No personal property or items, including, but not limited to: plants, doormats, wall hangings, artwork, ornaments, sculptures, garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed in the hallways, atrium, windows, facades or other portions of the Building visible outside of the Unit boundaries, except as specifically authorized by law and the Condominium Act, as amended from time to time. However, Unit Owners may purchase Board approved door mats from the Association manager, (when available). Unit Owners may display US flags and military flags in accordance with Florida and Federal statutes and regulations and the Association's Rules and Regulations.

**13.7 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 on the Condominium Property. 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 round the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, sport utility vehicles, pick-up trucks, and motorcycles and scooters.

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. However, pick-up trucks having a manufacturer load rating of one ton or less are permitted if not classified as a commercial vehicle as provided herein);
- (3) boats;
- (4) campers;
- (5) recreational vehicles (vehicles having either kitchen or bathroom facilities);
- (6) trailers;
- (7) motor homes;
- (8) mobile homes;

and any and all other vehicles other than the permitted vehicles described in the preceding paragraph, shall be prohibited.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked at the Condominium Property during the time they are actually servicing a Unit or the Common Elements, but in no event overnight; (ii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Condominium when they are being actively loaded or unloaded.

The Board of Directors of the Association 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 of Directors shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such position. 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.

Oil or fluid leaks onto any parking area 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 Unit from which the offending motor vehicle originated.

Motor vehicles may only be washed at the Condominium in areas specifically designated for such purpose, if any.

There shall be no parking on grass areas, or any other portion of the Condominium not intended and designated for parking purposes. No motor vehicle, trailer, boat or any other property of any nature whatsoever that is described in this provision may be parked or stored on a lawn or unpaved area. The Association has the right to tow any improperly parked or unauthorized vehicles as a means of enforcement of these restrictions herein.

The Board of Directors has the right to require the use of decals, stickers or other identifying information to be affixed to vehicles parking within the Condominium Property, and to charge for same.

**13.8 Pets.** A Unit Owner may keep no more than two pets, which must be either dogs that do not weight more than fifty (50) pounds each, or domestic cats. Notwithstanding the requirement that pets be dogs or cats and limited to two in total number, caged birds and fish are permitted in reasonable numbers. No exotic pets shall be permitted and all pets must be registered in compliance with the requirements of Sarasota County, which registration and licenses may be required to be submitted to the Association upon request.

No pet shall be permitted to become a nuisance to Unit Owners or Occupants of Units. No dog or cat shall be permitted outside of its Owner's Unit unless attended by a responsible person and on a leash, restrained in a carriage, or carried in an animal transporter. No pets are permitted in the pool area or other recreation areas or facilities. Pet owners are responsible for the prompt removal and proper disposal of all excrement from all areas. No dog shall be of a dangerous disposition.

The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals. It is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger to the Members, Occupants, families, and Guests of the Community. All pet(s) are subject to removal from the Condominium at the discretion of the Board of Directors, provided, however, the Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a dangerous pet should be removed from the Condominium Property.

No domestic birds of a variety that will emit sounds that can be heard in contiguous Units may be kept in a Unit. No fish tank may exceed fifty (50) gallons in capacity. A Unit shall be limited to one (1) fish tank. Guests of Unit Owners, Guests of a tenant and tenants shall not be allowed to bring or keep pets on the Condominium Property. Feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station, is prohibited.

#### **ARTICLE 14. LEASES AND RENTALS OF UNITS; UNIT SALES AND TRANSFERS; AND MOVING IN AND OUT OF UNITS.**

**14.1 Leasing.** No portion of a Unit (other than the entire Unit) may be rented or leased. The minimum lease term is ninety (90) consecutive days and no Unit may be rented or leased more than three (3) times per calendar year, with the date of the commencement of the occupancy determining the year in which the lease is made. The total number of permanent Occupants of a leased Unit is limited to two (2) adults (that is, a person 18 years of age or older) per bedroom. Notwithstanding the foregoing sentence, there are no limits on the number of children under the age of 18 that are living in the Unit with their parents or guardians that may permanently occupy a leased Unit. Any person other than a family member staying overnight more than fourteen (14) consecutive days or a total of forty-five (45) days within a calendar year, regardless of whether the Owner is benefitting financially from the Occupant's use of the Unit, shall be considered a tenant. Guests of lessees must be registered with the Association. The maximum stay for Guests of lessees is fourteen (14) consecutive days or a total of forty-five (45) days within a calendar year. Guests of lessees may not use the Unit except when the lessee is also in residence. No subleasing or assignment of lease rights by the lessee is permitted.

**14.1.1** No more than 32 Units may be rented simultaneously. All Owners acquiring title after March 21, 2016 are subject to the no more than 32 Units may be rented rule. Any Owner obtaining title to any Unit after March 21, 2016 where such title is transferred to a trust whose beneficiary or beneficiaries are also the grantor(s) in such title transfer will not be subject to this Amendment. Any title transfers to any Immediate Family member(s) after the date of this Amendment will also be exempt from this Amendment until such time the title is transferred to some other person or entity that is not an Immediate Family member. Further, all leases existing at the time title to any Unit is transferred shall be grandfathered and not subject to the 32 Unit cap referenced above until such lease term expires or is

terminated; notwithstanding, a renewal or extension of any lease term beginning after the transfer of a Unit would be subject to the 32 Unit cap.

14.1.2 All Owners acquiring title, no matter how acquired, after April 20, 2017 may not lease or rent their Unit for a period of 24 consecutive months following the purchase of the Unit. After such 24 month time period the Owner shall be subject to the "no more than 32 units may be rented" rule on 14.1.1 of Article 14 of this Declaration. The provisions of this Section 14.1 shall not apply to any Unit acquired by the Association. This provision of this subsection shall not impact the rights of any first mortgagees. Notwithstanding anything to the contrary in this subsection 14.1.2, any Unit that is sold when it is occupied by an Owner(s) may be leased back to the Owner(s) that sold the Unit to allow the Owner(s) who sold the Unit to remain in the Unit for up to one (1) year following the closing date of the sale of the Unit. The other provisions of this subsection 14.1.2 will then take effect when the Owner moves out of the Unit.

14.1.3 A Unit shall be deemed rented or leased, for the purpose of determining the number of rental units at any time, if any one of the following occurs:

(i) A Unit is being leased or rented and is occupied by the tenant;  
(ii) A Unit that was leased or rented prior to becoming vacant when a lease expires or is terminated, provided, however, that such Unit shall no longer be counted as a rental unit if it is sold, remains vacant for more than 9 months, or the Owner occupies the Unit for more than 30 days, whether continuous or not, after it becomes vacant;

(iii) A Unit that was not counted as a rental unit prior to being listed, advertised, offered, or in any other way made available to be rented or leased if, and only if, (a) the Owner notifies the Manager, in writing, prior to listing, advertising, offering, or in any other way making the Unit available to rental or lease, and (b) obtains a written notice that at that time of such notice from the Owner to the Manager there were no more than 32 rental units in the Building, or that the Owner is not subject to the "no more than 32 units" rule in accordance with Section 14.1.1 of Article 14 of the Declaration, provided furthermore, that such Unit shall no longer be counted as a rental unit if it is sold, or is not leased or rented within 9 months from receiving the written notice from the Manager in accordance with this clause (iii).

(iv) Notwithstanding anything to the contrary in (i), (ii) and (iii) above, Units that are considered "Seasonal Rentals" shall not be counted as rental units for the purpose of Section 14.1.1 of the Declaration. A "Seasonal Rental" shall mean a Unit that is occupied by its Owner for at least 8 continuous months over any continuous 12 month periods.

**14.2 Pets.** No tenant or Guest shall be permitted to bring or keep animals of any kind on the Condominium Property.

**14.3 Rental Covenant.** Each lease or rental agreement shall contain the following covenant: Lessee acknowledges having received a copy of the Declaration and the Rules and Regulations of Rivo at Ringling, and attachments, and having read the same; that said Declaration and the Rules and Regulations are an integral part of this lease with the same force and effect as if set forth herein at length; that any violation by Lessee is a substantial breach by Lessee of this lease for which the Association may institute in the name of Lessor such action or proceedings as it may deem necessary or proper to enforce said Declaration and the Rules and Regulations, including, but not limited to, injunction, termination of Lease and summary proceedings to dispossess the Lessee.

**14.4 Notice to Association.** Owners must advise the manager of the Association of the name and address of the tenant, the dates of the tenancy, and provide a copy of the lease to the Association. It will be necessary for an Owner renting or lending their Unit to furnish Occupants with a copy of the Declaration of Condominium and the



Rules and Regulations and to see that they have been informed regarding mail procedures, parking of cars, and similar affairs.

**14.5 Signs & Agents.** The posting and/or display of real estate signs (for sale, for rent, open house, and similar signs) on the grounds, on the Common Elements, or in Unit windows, is prohibited. Owners must advise the Manager's office in writing to authorize Realtors to have access to their Units. Neither the Association nor its employees are empowered to act as sales or rental agents for Owners.

**14.6 Required Information.** There is no requirement that the Association must approve a sale or transfer of a Unit. However, the Owner of a Unit must advise the manager of the Association of the name and address of a prospective purchaser, and the date of the scheduled closing on the sale or transfer. It will be necessary for an Owner selling or transferring title to their Unit to furnish the prospective purchaser with a copy of the Condominium Documents and to see that they have been informed regarding mail procedures, parking of cars, and similar affairs. A new Unit Owner must, within fifteen (15) days of closing on the transfer of title to a Unit, notify the Association in writing of the transfer and provide a copy of the deed or other instrument of conveyance to the Association together with such other information as the Association may reasonably require, including but not limited to: the names of the Unit Occupants, the number and size of any pets, a description of any motor vehicles to be parked on Condominium Property, including license tag numbers, and an address for Association communications.

**14.7 Approvals of Leasing Occupants.** All persons wishing to reside as a lessee in a Unit in the Condominium, must first submit an application for occupancy to the Association, which includes but is not limited to, an inquiry into the applicant's credit history and criminal history, payment of a NON-REFUNDABLE application fee - (in an amount approved by the Board of Directors and not to exceed the maximum amount allowed by law), as required by the Association and meet the following minimum standards in order to be approved to reside in the Unit, by the Board of Directors, or in their absence, the designated representative. Good cause for disapproval may include, but is not limited to the following:

- (I) Conviction of a misdemeanor crime for violence against persons within the past five (5) years;
- (II) Conviction of a felony crime for violence against persons within the past ten (10) years;
- (III) Conviction of a felony or misdemeanor crime for any sexual crimes, including but not limited to prostitution, or child pornography within the past ten (10) years;
- (IV) Lack of proof of sufficient annual income which is more than three (3) times the total of the rental payment;
- (V) A credit risk score of less than 650;
- (VI) The application, on its face, indicates that approval would create a violation of the Association's Declaration, Articles of Incorporation, Bylaws, Rules & Regulations or Florida law. By the way of an example, without any limitation, failure to identify all proposed Occupants; an intent to bring a pet into the Unit; failure to provide complete and accurate responses on the application form(s); or other violations as determined by the Board of Directors or their designated representative;
- (VII) Failure to include the required fees or deposits with the application form(s);
- (VIII) Premature occupancy of the Unit, i.e., occupancy without prior approval of the Association;

(IX) Failure to pay a leasing deposit in the amount determined by the Board of Directors, to be held for the term of the lease for the Association to use for any damage to the Common Elements;

(X) A fully executed copy of the written lease was not given to the Association prior to occupying the Unit.

Section 14.7 of Article 14 of the Declaration may be suspended by the Board until the Board, with the advice of the Association's legal counsel, believes that the U.S. Department of Housing and Urban Development rules and guidance pertaining the application of Fair Housing Act Standards to the use of criminal and financial records is clarified sufficiently to mitigate, to a reasonable level, the Association's liabilities related to use of such background checks.

**14.8 Rules for Moving In and Out of Units.** The Board of Directors shall have the authority to adopt Rules and Regulations concerning moving in and out of Units, including the right to charge a damage deposit and/or a fee for the exclusive use of the elevator for a specified amount of time.

**14.9 Collection of Rent.** If a Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The Association must provide the tenant a notice that meets the requirements of Florida Statutes Section 718.116(11), as amended from time to time. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of moneys paid to the Association. The Association may sue the tenant for eviction as if the Association were a landlord if the tenant fails to pay a required payment to the Association after written demand has been made to the tenant.

## **ARTICLE 15. AMENDMENT.**

Subject to other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

**15.1 Notice.** A copy of a proposed amendment shall be included in or with the notice of any meeting of the Members of the Association at which a proposed amendment is to be considered. There shall be at least fourteen (14) days written notice by mail, delivery or electronic transmission 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 waiving notice of the meetings or from acting by written agreement without meetings

**15.2 Resolution and Adoption.** A resolution for the adoption of a proposed Amendment may be proposed by either a Majority of the Board of Directors of the Association, or by not less than twenty percent (20%) of the Voting Interest of the Association. Approval of a proposed Amendment must be by not less than two-thirds of the Voting Interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association.

**15.3 Proviso.** Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit, or class or group of Unit Owners, unless the Unit Owners so affected and their mortgagees, if any, shall unanimously consent in writing; no amendment may permit timeshare estates to be created in any Unit unless every Unit Owner and the record owners of liens on every Unit, join in the amendment; and no amendment shall alter any Unit, nor change the share of the Common Expenses, unless the Owner of the Units concerned and record Owners of mortgages on such Units shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in any provision specifically providing that it may not be amended.

**15.4 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that said amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the Association with the formalities of a deed. Said copy and certificate shall be recorded by the Association in the Public Records of Sarasota County, Florida. An amendment shall be effective when said documents are so recorded.

**15.5 Mortgagee Approval.** Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage on the Condominium Property or any part thereof, or which would materially alter, amend or modify, the rights, powers, and privileges granted and reserved herein in favor of any Institutional Lenders without the consent of all such mortgagees. The consent of the mortgagees may not be unreasonably withheld.

**15.6 Automatic Amendment.** Whenever Chapters 617 or 718, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations, are subsequently amended so that the Declaration is inconsistent with the applicable law or administrative rules, the Board of Directors, without a vote of the Owners, may, but shall not be under a duty or obligation to, adopt by Majority vote of the Board, amendments to the Declaration to make it consistent.

## **ARTICLE 16. INSURANCE.**

The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements and Association Property shall be as follows:

**16.1 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.

### **16.2 Coverage.**

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

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

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

**16.2.4 Fidelity Bonds.** The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this Section, the term persons who control or disburse funds of the Association means those individuals authorized to sign checks, and the President, Secretary and the Treasurer of the Association. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

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

**16.2.6 Deductible and Other Insurance Features.** The Board of Directors may establish a deductible under the insurance policies, and other features, as they deem desirable and financially expedient in the exercise of their business judgment and as allowed by law.

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

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

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

**16.4.2 Unit.** Proceeds on account of damage to Units shall be held in the following undivided shares:

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

(b) When the Condominium is not to be restored - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.



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

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

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

**16.5.2 Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

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

**16.6 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.

**16.7 Repair and Reconstruction after Casualty.**

**16.7.1** The improvements shall be restored unless two-thirds (2/3) of the total Voting Interests in the Condominium vote to terminate this Condominium. Except for the consent of Institutional Lenders, no further consent from any other person or entity shall be necessary to effectuate a termination of the Condominium in the manner above described. In the event the Condominium is to be terminated, then all Owners of Units shall immediately convey all their right, title, and interest to their respective Units to the Association. The recording of each such conveyance in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the funds to be subsequently distributed by the Association as provided herein. Provided however, nothing herein shall permit the extinguishment of the parking easements provided in the Master Covenants and any termination of the Condominium or decision to not rebuild the Building must provide for alternate parking acceptable to the Master Association.

The Association shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the Units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the Association Board of Directors shall ensure



that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale of the Condominium Property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities, appraiser's fees, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. All distributions, whether partial or final, shall be apportioned equally among the Owners based upon their percentage ownership of the Common Elements.

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

Mortgagees and other lien holders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this paragraph may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

#### **16.7.2 Method.**

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

(b) **Responsibility.** If the loss or damage is only to those parts of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for repair and reconstruction, unless otherwise provided for in Florida Statutes Section 718.111(11) as amended from time to time. In all other instances, the responsibility for repair and reconstruction after casualty shall be that of the Association.

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

(d) **Assessments.** If the insurance proceeds are insufficient to defray the estimated cost of repair of the Common Elements, portions of the Units to be repaired or replaced by the Association under this Declaration, or Association Property, or if at any time during repair or reconstruction the insurance proceeds are insufficient, 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 Expenses and need not be approved by the Unit Owners. The affected Unit Owners shall be responsible for payment of cost of repair and replacement to damaged portions of their Units that are not covered by insurance proceeds to the extent the Unit Owners are responsible for the repair and replacement of the damaged portions of the Units.

(e) **Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the Association by Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner

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

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

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

(f) **Unit Owners.** The portion of insurance proceeds representing damage for which responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association to the Unit Owner, and if there is a mortgagee endorsement to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they deem advisable.

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

## **ARTICLE 17. CONDEMNATION.**

**17.1 Deposit of Awards with Association.** The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special charge shall be made against the defaulting Unit Owner in the amount of the award or the amount of that award shall be set off against any sums payable to that Owner.

**17.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

**17.3 Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and Special Assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below.

Proceeds of awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

**17.4 Association as Agent.** The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

**17.5 Units Reduced but Tenatable.** If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenatable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

**17.5.1 Restoration of Unit.** The Unit shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit

**17.5.2 Distribution of Surplus.** The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

**17.6 Unit Made Untenatable.** If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenatable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

**17.6.1 Payment of Award.** The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit the remittance being made payable jointly to the Owner and mortgagee(s).

**17.6.2 Addition to Common Elements.** If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in the manner approved by the Board of Directors.

**17.6.3 Adjustment of Shares in Common Elements.** The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of continuing Unit Owners in the Common Elements on a percentage interest basis based upon the total square footage of the then existing Units, or as otherwise provided by law.

**17.6.4 Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

**17.6.5 Arbitration.** If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

**17.7 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

## **ARTICLE 18. TERMINATION.**

The Condominium may be terminated in the following manner:

**18.1 Agreement.** The Condominium may be terminated at any time by written agreement of all the Owners of the Units and all the Institutional Mortgagees, or as allowed by Florida Statutes Section 718.117 as amended from time to time. Provided however, nothing herein shall permit the extinguishment of the parking easements provided in the Master Covenants or any other material provisions of the Master Covenants, such as ingress and egress, drainage, utility and other easements, and any termination of the Condominium must provide for alternate parking and other arrangements and easements acceptable to the Master Association, which consent may not be unreasonably withheld.

**18.2 Very Substantial Damage.** If the Condominium suffers substantial damage and it is decided as provided in Section 16 of the Declaration of Condominium that the Condominium will not be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

**18.3 Certificate of Termination; Termination Trustee.** The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Sarasota County, Florida. The recording of that Certificate of Termination automatically divests the Association and all Unit Owners of legal title and vests legal title to all real and personal property formerly the Condominium Property or Association Property (hereinafter the Property) in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is owned by the former Unit Owners as tenants in common in the same undivided shares each Owner previously owned in the Common Elements. On termination, each lien encumbering a Condominium Parcel shall be transferred automatically to the equitable share in the Property attributable to the Unit encumbered by the lien with the same priority.

**18.4 Wind-up of Association Affairs.** The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be Members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and the Bylaws for the purpose of winding up the affairs of the Association in accordance with this Section.

**18.5 Trustee's Powers and Duties.** The Termination Trustee shall hold title to the Property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lien holders, as their interests shall appear. If the former Unit Owners approve a sale of the Property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the Property and distribute the proceeds in accordance with the provisions of this Declaration. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and that fee, all costs, and expenses incurred by the Termination Trustee in the performance of its duties may be paid from the proceeds of the sale of the Property, and shall constitute a lien on the



Property superior to any other lien until paid. The Trustee shall be entitled to be indemnified and held harmless by the Association and its Members from any and all liabilities and costs incurred by virtue of acting as Termination Trustee, except those resulting from the Trustee's gross negligence or malfeasance. The Termination Trustee may rely on written instructions and information provided by the officers, Directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

**18.6 Partition; Sale.** Following termination, the Property may be partitioned and sold on the application of any Unit Owner. If at least 75% of the Voting Interests agree to accept an offer for the sale of any or all of the Property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the Property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the former Unit Owners have not authorized a sale of the Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the Property without agreement by the former Unit Owners. The proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

**18.7 New Condominium.** The termination of the Condominium does not bar creation of another Condominium including all or any portion of the same property.

**18.8 Provisions Survive Termination.** The provisions of this Section 18 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and shall have the power to levy Assessments and to pay the costs and expenses of maintaining the Property until it is sold. The costs of termination, the fees, and expenses of the Termination Trustee, as well as post-termination costs of maintaining the Property, are Common Expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

## **ARTICLE 19. COMPLIANCE AND DEFAULT.**

Each Unit Owner, tenant, Guest, including the Immediate Family of a Unit Owner, and Occupant of the Condominium shall be subject to and shall comply with the terms and conditions of this Declaration and exhibits hereto and all Rules and Regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a Unit Owner or other person to comply with the terms of said documents or regulations shall entitle the Association and/or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act and by law.

**19.1 Negligence.** Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement of the Condominium Property, Units owned by other persons, or any property in which the Association owns an interest rendered necessary by the Owner's willful action or negligence or by the willful action or negligence of any member of the Owner's family, Owner's tenants, Occupants of the Owner's Unit, or the Owner's, or Owner's tenants, guests, contractors, employees, or agents.

**19.2 Injunction.** A suit may be brought to enjoin any violation.

**19.3 Damages.** A suit may be brought for damages.

**19.4 Attorney's Fees.** In any proceeding arising out of, as a result of or incidental to an alleged failure or refusal of a Unit Owner, Unit Owner's Immediate Family, tenant, Guest or Occupant to comply with the aforementioned documents or Rules and Regulations, the prevailing party shall be entitled to recover the costs of the proceeding and



reasonable paralegal and attorney's fees, including those incurred at trial, appellate, mediation, and arbitration proceedings from the non-prevailing party.

**19.5 No Waiver.** The failure of Developer, the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

**19.6 Termination of Services and Use Rights.** In addition to any of the foregoing rights and methods available to the Association to address violations of the terms and conditions herein, to the exhibits hereto and to the Rules and Regulations, including the failure to pay any debt owed to the Association, the Board of Directors may vote to suspend services and use rights provided to the Unit and its Occupants. Services and rights that may be suspended include, but are not limited to the following:

- 19.6.1 Cable television;
- 19.6.2 Internet;
- 19.6.3 Use of the recreation Common Elements such as the pool, exercise room and community room;
- 19.6.4 FOB so that Occupants must obtain access to parking and the Building in the manner accessed by a guest;
- 19.6.5 Car washing area;
- 19.6.6 Announcement of the arrival of guests;
- 19.6.7 Denial of acceptance of deliveries by the front desk;
- 19.6.8 Any other type of service and/or use provided by the Association.

Notwithstanding, the Association may not suspend or limit the use of the Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces or elevators.

Such suspensions of services and use rights may not be imposed unless the Association provides at least fourteen (14) days' written notice and an opportunity for a hearing to the Unit Owner, and if applicable, its Occupant, licensee or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree, the fine or suspension may not be imposed.

## **ARTICLE 20. RIGHTS OF MORTGAGEES.**

**20.1 Approvals.** Written consent of the Institutional Lenders of a Unit shall be required for certain amendments to the Declaration as provided in Section 15 of this Declaration, which consent may not be unreasonably withheld.

**20.2 Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

**20.3 Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, and has complied with all requirements of Florida Statutes Section 718.116(1) as amended from time to time, the mortgagee shall not be liable for the share of Common Expenses or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, except as required by the Condominium Act, as it may be amended from time to time, and as required for in Section 10.12 herein. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including the acquirer and the acquirer's successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during their period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

**20.4 Redemption.** If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

**20.5 Right to Inspect Books.** The Association shall make available to Institutional Lenders, upon request current copies of the recorded Condominium Documents and the books, records and financial statements of the Association. Available means ready for inspection, upon written request during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

**20.6 Financial Statement.** Any Institutional Lender is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

**20.7 Lender's Notices.** Upon written request to the Association, any Institutional Lender shall be entitled to timely written notice of:

20.7.1 Any delinquency of sixty (60) days or longer in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

20.7.2 A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

20.7.3 Any proposed action that requires the consent of the Institutional Lenders.

## **ARTICLE 21. MASTER COVENANTS.**

The Condominium is part of the land developed and known as Rivo at Ringling. The land is subject to the Master Covenants. Rivo at Ringling Condominium Association, Inc. is a mandatory member of the Master Association that will operate, maintain, improve, and manage the Stormwater Management System, Roadway Improvements and any master utility system or service serving both parcels as described in the Master Covenants. All Assessments and other expenses incurred by the Association as a member of the Master Association shall be Common Expenses of the Condominium. In the event of a conflict or inconsistency as between this Declaration and the Master Covenants, the provisions of the Master Covenants and the Articles of Incorporation and Bylaws therewith shall govern to the extent of such conflict or inconsistency. Nothing in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Condominium Act. This Declaration shall not be amended

so as to impair any easement or other right contained in the Master Covenants except upon the approval of at least 5 of the 6 Voting Interests of the members of the Master Association.

## **ARTICLE 22. COVENANTS RUNNING WITH LAND.**

All the provisions of this Declaration and the Exhibits thereto shall be construed as covenants running with the land and with every part thereof and every interest therein, and every Unit Owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said documents.

## **ARTICLE 23. SEVERABILITY OF DECLARATION OR PROVISIONS.**

Invalidation of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a Unit by Developer, by judgment, court order, or law, shall in no way affect any of the other provisions which shall remain in full force and effect.

## **ARTICLE 24. INTERPRETATION.**

Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium in accordance with the laws of the State of Florida. The terms lessee, tenant and renter, and derivations thereof, shall be used interchangeably.

## **ARTICLE 25. CAPTIONS.**

The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent, nor in any way affect it.

## **ARTICLE 26. OFFICIAL RECORDS**

**26.1 Official Records.** The Association shall maintain each of the following items, if applicable, which constitutes the Official Records of the Association:

26.1.1 A copy of the plans, permits, warranties, and other items provided by the developer pursuant to Section 718.304(4), Florida Statutes.

26.1.2 A photocopy of the recorded Declaration of Condominium of each condominium operated by the Association and each amendment to each Declaration.

26.1.3 A photocopy of the recorded Bylaws of the Association and each amendment to the Bylaws.

26.1.4 A certified copy of the Articles of Incorporation of the Association, or other documents creating the Association, and each amendment thereto.

26.1.5 A copy of the current Rules and Regulations of the Association.

26.1.6 A book or books that contain the minutes of all meetings of the Association, the Board of Directors, and the Unit Owners.

26.1.7 A current roster of all Unit Owners and their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. The Association shall also maintain the e-mail addresses and facsimile numbers of Unit Owners consenting to receive notice by electronic transmission. The e-mail addresses and facsimile numbers are not accessible to Unit Owners if consent to receive notice by electronic transmission is not provided. However, the Association is not liable for an inadvertent disclosure of the e-mail address or facsimile number for receiving electronic transmission of notices.

26.1.8 All current insurance policies of the Association and Condominiums operated by the Association.

26.1.9 A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

26.1.10 Bills of sale or transfer for all property owned by the Association.

26.1.11 Accounting records for the Association and separate accounting records for each Condominium that the Association operates. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the Association or one or more of its Members, is personally subject to a civil penalty pursuant to Section 718.501(1)(d), Florida Statutes. The accounting records must include, but are not limited to:

- A. Accurate, itemized, and detailed records of all receipts and expenditures.
- B. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid on the account, and the balance due.
- C. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- D. All contracts for work to be performed. Bids for work to be performed are also considered Official Records and must be maintained by the Association.

26.1.12 Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by Unit Owners, which must be maintained for 1 year from the date of the election, vote, or meeting to which the document relates.

26.1.13 All rental records if the Association is acting as agent for the rental of condominium Units.

26.1.14 A copy of the current question and answer sheet as described in Section 718.504, Florida Statutes.

26.1.15 All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

26.1.16 A copy of the inspection report as described in Section 718.301(4)(p), Florida Statutes.

26.1.17 Bids for materials, equipment, or services.

**26.2 Inspection.** For as long as provided in the Condominium Act, the Official Records specified in Section 26.1.1 through 26.1.6 above must be permanently maintained from the inception of the Association. All other Official Records must be maintained within the state as provided by Florida law. The Official Records of the Association



shall be made available to a Unit Owner within forty-five (45) miles of the Condominium Property or within the county in which the Condominium Property is located within ten (10) working days after receipt of a written request by the board or its designee. This paragraph may be complied with by having a copy of the Official Records of the Association available for inspection or copying on the Condominium Property or Association Property, or the Association may offer the option of making the records available to a Unit Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an Association Member or his or her authorized representative pursuant to the compliance requirements of this chapter unless the Association has an affirmative duty not to disclose such information pursuant to the Condominium Act.

**26.3 Copies.** The Official Records of the Association are open to inspection by any Association Member or the authorized representative of such Member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member or authorized representative of such Member. A renter of a Unit has a right to inspect and copy the Association's Bylaws and Rules and Regulations. The Association may adopt reasonable Rules and Regulations regarding the frequency, time, location, notice, and manner of record inspections and copying.

**26.4 Civil Penalty.** Any person who knowingly or intentionally defaces or destroys accounting records that are required to be kept by the Condominium Act and to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one or more of its Members, is personally subject to a civil penalty pursuant to Section 718.501(1)(d), Florida Statutes.

**26.5 Copies and Portable Devices.** The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, and all amendments to each of the foregoing, as well as the question and answer sheet as described in Section 718.504, Florida Statutes and year-end financial information required pursuant to the Condominium Act, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents. An Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the Official Records in lieu of the Association's providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a Member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records are not accessible to Unit Owners:

26.5.1 Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes and any record protected by the work-product privilege, including a record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

26.5.2 Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit.

26.5.3 Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this sub-subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

**26.5.4 Medical records of Unit Owners.**

26.5.5 Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, Unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this sub-subparagraph, an Association may print and distribute to Unit Owners a directory containing the name, parcel address, and all telephone numbers of each Owner. However, an Owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this sub-subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this sub-subparagraph if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

26.5.6 Electronic security measures that are used by the Association to safeguard data, including passwords.

26.5.7 The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the Official Records of the Association.

**26.6 Lienholder Inquiry.** The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by Chapter 718, Florida Statutes, to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response. An Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

**26.7 Outgoing Director or Committee Member.** An outgoing Board or committee member must relinquish all Official Records and property of the Association in his or her possession or under his or her control to the incoming board within five (5) days after the election. The division shall impose a civil penalty as set forth in s. Section 718.501(1)(d)6, Florida Statutes, against an outgoing Board or committee member who willfully and knowingly fails to relinquish such records and property.

Exhibit "A"

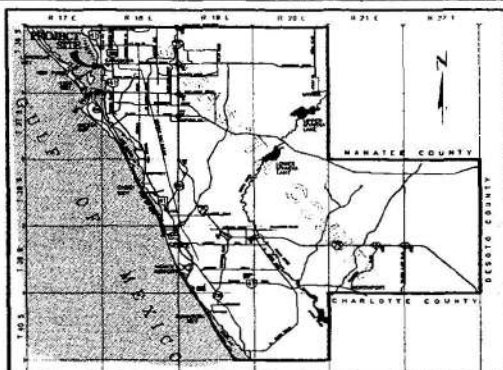
PARCEL 1

A PORTION OF LOTS 5, 6, 7, 8, 9 and 10 OF THE SUBDIVISION OF LOT 11, BLOCK "H", OF THE REVISED PLAT OF THE TOWN OF SARASOTA, AS SHOWN ON THE PLAT OF THE RESUBDIVISION OF BLOCKS "G" AND "H", RECORDED IN PLAT BOOK "A", PAGE 57 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A PORTION OF LOTS 3, 4, 11, 12 AND ALL OF LOTS 5 THROUGH 10, BLOCK "C", A RESUBDIVISION OF LOTS 7 AND 9, BLOCK "H" OF THE REGISTERED PLAT OF THE TOWN OF SARASOTA, RECORDED IN PLAT BOOK "A", PAGE 14, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND A (10' WIDE) ALLEY AND A PORTION OF A (20' WIDE) ALLEY, PER CITY ORDINANCE 81-2481 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 11, BLOCK "C" OF SAID PLAT OF THE TOWN OF SARASOTA, SAID POINT LYING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INDIAN PLACE (PLATTED AS INDIAN AVE., 40' WIDE PUBLIC R/W) AND THE NORTH RIGHT-OF-WAY LINE OF RINGLING BOULEVARD (PUBLIC R/W, WIDTH VARIES, PLATTED AS GOLF STREET); THENCE, LEAVING SAID CORNER AND ALONG THE EAST RIGHT-OF-WAY LINE OF SAID INDIAN PLACE, N. 00°02'01" W, 78.08 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY, N. 00°02'01"W, 196.34 FEET; THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE, N. 44°51'50"E, 30.07 FEET; THENCE N. 89°45'13"E, 195.23 FEET; THENCE S. 00°02'01"E, 171.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 39°11'03", 21.88 FEET TO THE POINT OF TANGENCY; THENCE S. 39°09'02"W, 22.29 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT; THENCE, IN A WESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 50°48'57", 22.17 FEET TO THE POINT OF TANGENCY; THENCE S. 89°57'59"W, 43.04 FEET; THENCE S. 00°02'01"E, 13.04 FEET; THENCE S. 89°57'59"W, 58.50 FEET; THENCE N. 00°02'01"W, 13.04 FEET; THENCE S. 89°57'59"W, 74.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 47,172± SQUARE FEET.

TOGETHER WITH AND SUBJECT TO THE EASEMENTS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2004192176 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.





VICINITY MAP

# RIVO AT RINGLING

## A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2006179442 18 PGS  
2006 OCT 09 04:09 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
TFERNANDEZ REC61P1837781

### LEGAL DESCRIPTION

A PORTION OF LOTS 5, 6, 7, 8, 9 and 10 OF THE SUBDIVISION OF LOT 11, BLOCK "H", OF THE REVISED PLAT OF THE TOWN OF SARASOTA, AS SHOWN ON THE PLAT OF THE RESUBDIVISION OF BLOCKS "G" AND "H", RECORDED IN PLAT BOOK "A", PAGE 57 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; A PORTION OF LOTS 3, 4, 11, 12 AND ALL OF LOTS 5 THROUGH 10, BLOCK "C", A RESUBDIVISION OF LOTS 7 AND 9, BLOCK "H", OF THE REGISTERED PLAT OF THE TOWN OF SARASOTA, RECORDED IN PLAT BOOK "A", PAGE 14, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND A (10' WIDE) ALLEY AND A PORTION OF A (20' WIDE) ALLEY, PER CITY ORDINANCE 81-2481 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 11, BLOCK "C" OF SAID PLAT OF THE TOWN OF SARASOTA, SAID POINT LYING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INDIAN PLACE (PLATTED AS INDIAN AVE., 40' WIDE PUBLIC R/W) AND THE NORTH RIGHT-OF-WAY LINE OF RINGLING BOULEVARD (PUBLIC R/W, WIDTH VARIES, PLATTED AS GOLF STREET); THENCE, LEAVING SAID CORNER AND ALONG THE EAST RIGHT-OF-WAY LINE OF SAID INDIAN PLACE, N. 00°02'01" W. 78.08 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY, N. 00°02'01" W. 196.34 FEET; THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE, N. 44°57'50"E, 30.07 FEET; THENCE N. 89°45'13"E, 195.23 FEET; THENCE S. 00°02'01"E, 171.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 391°13'3", 21.88 FEET TO THE POINT OF TANGENCY; THENCE S. 39°09'02"W, 22.29 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT; THENCE, IN A WESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 50°48'57", 22.17 FEET TO THE POINT OF TANGENCY; THENCE S. 89°57'59"W, 43.04 FEET; THENCE S. 00°02'01"E, 13.04 FEET; THENCE S. 89°57'59"W, 58.50 FEET; THENCE N. 00°02'01"W, 13.04 FEET; THENCE S. 89°57'59"W, 74.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 47,172.8 SQUARE FEET.

TOGETHER WITH AND SUBJECT TO THE EASEMENTS RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2004192176 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

### A. 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:

- (1) UPPER AND LOWER BOUNDARIES - THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE VERTICAL BOUNDARIES:
  - (i) UPPER BOUNDARY - IN ALL UNITS THE UPPER BOUNDARY SHALL FOLLOW THE CONTOUR OF THE INTERIOR UNFINISHED SURFACE OF THE DRYWALL ATTACHED TO THE UNDERSIDE OF THE ROOF TRUSSES.
  - (ii) LOWER BOUNDARY - THE LOWER BOUNDARY IN ALL UNITS SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR OF THE FIRST FLOOR OF THE UNIT.

### B. VERTICAL BOUNDARIES

- (1) THE VERTICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE OUTERMOST WALLS BOUNDING THE UNIT, EXTENDED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.
- (2) WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING, BUT NOT LIMITED TO, WINDOWS AND DOORS, SUCH BOUNDARIES SHALL BE EXTENDED TO THE INTERIOR FINISHED SURFACES OF THE MATERIAL WITHIN SUCH APERTURES, INCLUDING ALL FRAMEWORK THEREOF.
- (3) EXTERIOR SURFACES MADE OF GLASS AND OTHER TRANSPARENT MATERIAL IN THE WALLS OF THE UNIT, AND ALL FRAMINGS, CASINGS AND HARDWARE THEREOF ARE EXCLUDED FROM THE UNIT.
- (4) NO PART OF THE INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- (5) NOT INCLUDED IN THE UNITS ARE ALL COLUMNS, SHEAR WALLS, PIPES, DUCTS, VENTS, WIRES, CONDUITS, AND OTHER FACILITIES, EQUIPMENT OR FIXTURES RUNNING THROUGH ANY INTERIOR WALL, OR HORIZONTAL OR VERTICAL PORTION OF A UNIT FOR THE FURNISHING OF SUPPORT OF THE BUILDING, UTILITY SERVICES, HEATING, COOLING OR VENTILATION TO UNITS, COMMON ELEMENTS OR LIMITED COMMON ELEMENTS.

### NOTES

1. BEARINGS SHOWN ARE ASSUMED, AND ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF INDIAN PLACE, THE BEARING BEING (N. 00°02'01"W).
2. L.C.E. - DESIGNATES LIMITED COMMON ELEMENTS.
3. B.L.P. - INDICATES BUILDING LOCATION POINT.
4. IMPROVEMENTS WITHIN THE L.C.E.'S ARE NOT SHOWN.
5. SEE THE DECLARATION OF CONDOMINIUM FOR ADDITIONAL INFORMATION REGARDING COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
6. ALL PORTIONS OF THE CONDOMINIUM PROPERTY NOT DESIGNATED ON THE PLAT OR DESCRIBED IN THE DECLARATION OF CONDOMINIUM AS A UNIT ARE PART OF THE COMMON ELEMENTS.
7. THE CONDOMINIUM PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.
8. ELEVATIONS SHOWN ARE BASED ON THE CITY OF SARASOTA BENCH MARK NO. F-38, PUBLISHED ELEVATION 16.61', NATIONAL GEODETIC VERTICAL DATUM OF 1929.
9. A/C UNITS ARE LIMITED COMMON ELEMENTS FOR THE UNITS WHICH THEY SERVE.
10. BUILDING AND UNIT DRAWINGS WERE BASED ON ARCHITECTURAL PLANS (ELECTRONIC FILES) PROVIDED BY THE ACP GROUP ON 5/28/04, PROJECT NO. 341150.
11. THE DATE OF THIS PRELIMINARY CONDOMINIUM PLAT IS JUNE 30, 2004. THE IMPROVEMENTS SHOWN ON THIS PLAT ARE NOT COMPLETE AT THIS TIME.
12. THE BOUNDARY AND LEGAL DESCRIPTION SHOWN WAS CREATED USING A BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY SAMPEY & BURCHETT, INC., PROJECT NO. 03110 AND DATED 4/27/04. THE BOUNDARY OF THIS PROJECT WAS FIELD VERIFIED BY THIS SURVEYOR AND NO DISCREPANCIES WERE FOUND.

### CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE LAND SHOWN HEREON AND THAT THIS PLAT, DESIGNATED AS EXHIBIT "A" IN AND TO THE DECLARATION OF CONDOMINIUM OF RIVO AT RINGLING, A CONDOMINIUM, CONTAINING 18 SHEETS, IS A CORRECT REPRESENTATION OF PLANNED IMPROVEMENTS DESCRIBED AND THAT THE CONSTRUCTION OF ALL PLANNED IMPROVEMENTS WITH RESPECT TO RIVO AT RINGLING, A CONDOMINIUM, IS NOT SUBSTANTIALLY COMPLETED. THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS PER CHAPTER 81G17-6 F.A.C.

DATE OF PLAT Oct. 4, 2006

GEORGE F. YOUNG, INC.  
78 SARASOTA CENTER BLVD.  
SARASOTA, FLORIDA 34240

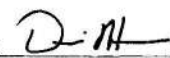
BY   
DENNIS R. HOOVER  
PROFESSIONAL SURVEYOR & MAPPER #4419  
STATE OF FLORIDA



EXHIBIT "A"





NOTES:

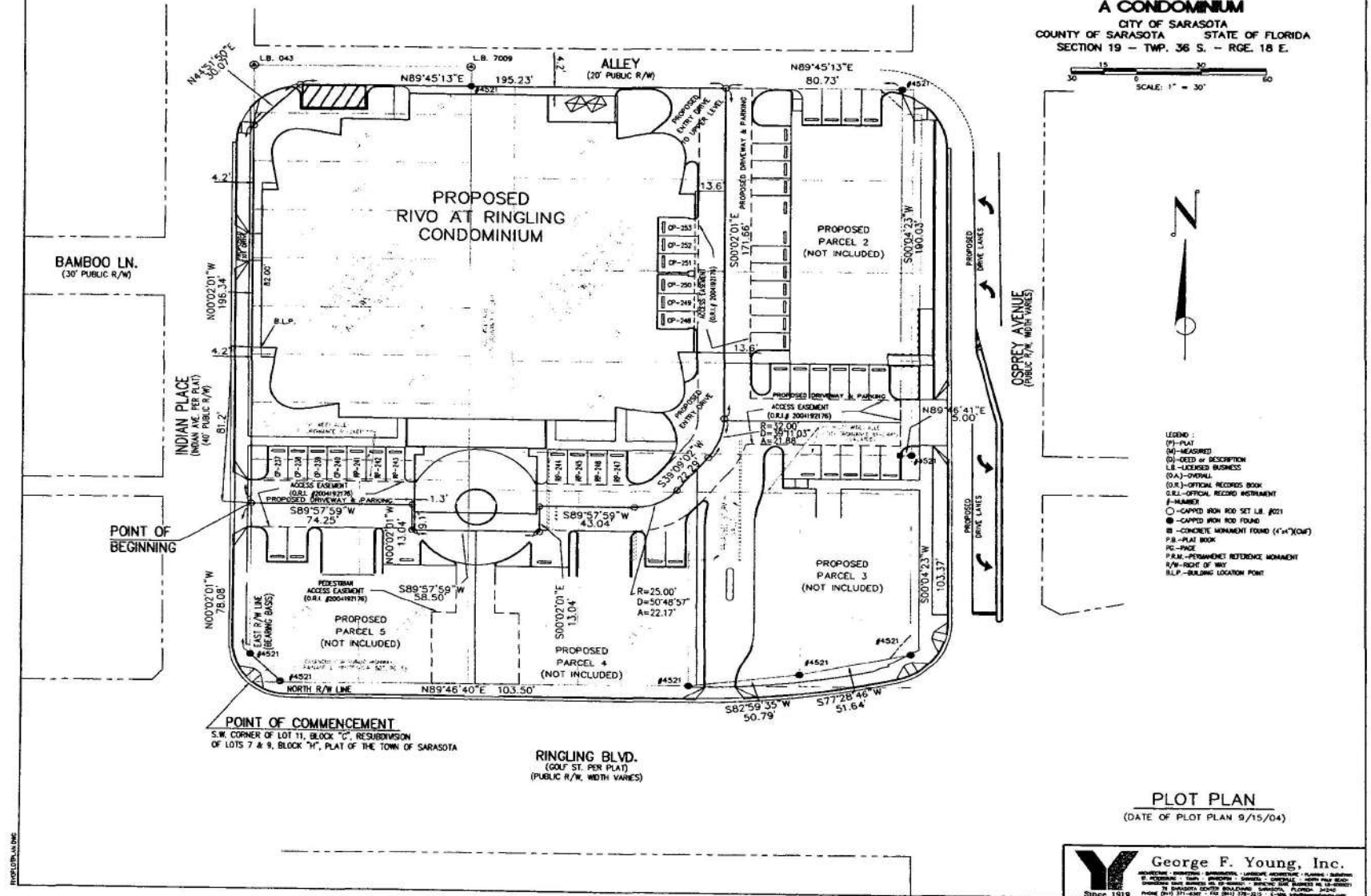
1. ALL IMPROVEMENTS SHOWN ARE PROPOSED, UNLESS OTHERWISE NOTED.
2. SEE SHEET NO. 1 FOR ADDITIONAL INFORMATION.
3. B.L.P. - INDICATES BUILDING LOCATION POINT.
4. CP - INDICATES PARKING SPACE ASSIGNED AS A COMMERCIAL PARCEL PARKING SPACE.
5. RP - INDICATES CONDOMINIUM RESIDENTIAL PARKING SPACE.
6. O.R.I. - INDICATES OFFICIAL RECORDS INSTRUMENT.

CONDOMINIUM BOOK 39, PAGE 48 A  
SHEET 2 OF 16 SHEETS

# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

SCALE: 1" = 30'



PLOT PLAN  
(DATE OF PLOT PLAN 9/15/04)

**George F. Young, Inc.**  
ARCHITECT - ENGINEER - PLANNING - LANDSCAPE ARCHITECTURE - PLANNING - DESIGN  
10000 N. GULF BLVD., SUITE 100, SARASOTA, FL 34231  
PHONE (941) 557-4000 FAX (941) 557-4001 E-MAIL: info@georgeyoung.com

EXHIBIT "A"

SCALE : 1/16" = 1'-0"

1. P-01 and P-03 through P-37 INDICATES THE PARKING SPACE ASSIGNED AS COMMERCIAL PARCEL PARKING. PARKING SPACE RP-02 IS RESERVED FOR CONDOMINIUM RESIDENTIAL USE.
2. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
3. FOR TRUE ORIENTATION OF BUILDING, SEE SHEET No. 2.
4. SEE THE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
5. PARKING DIMENSIONS SHOWN DO NOT REFLECT COLUMNS ON THIS LEVEL.

**Y** George F. Young, Inc.  
ARCHITECTURE • ENGINEERING • INTERIORS ARCHITECTURE • PLUMBING • SURVEYING  
100 MILLBURN ST. • SUITE 100 • NEWTON, MASSACHUSETTS 02459 • TEL: 552-1100  
FAX: 552-1101 • WWW.GEORGEFYOUNG.COM  
SINCE 1919

EXHIBIT "A"

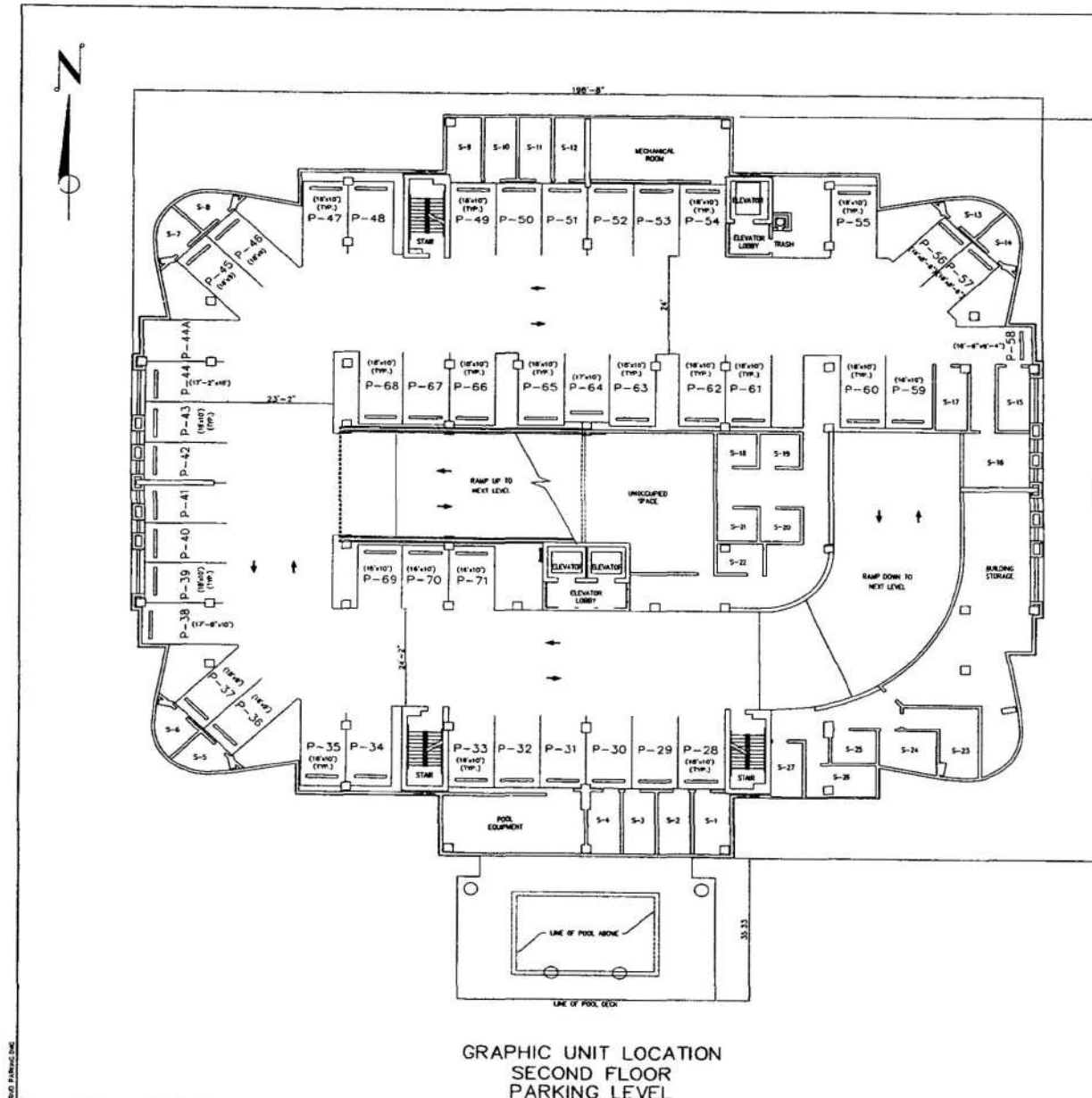
# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

SCALE: 1/16" = 1'-0"

## NOTES:

1. P-28 through P-71 INDICATE PARKING SPACES LOCATED ON THIS LEVEL. A MAXIMUM OF TWENTY PARKING SPACES MAY BE ASSIGNED AS COMMERCIAL PARCELS PARKING SPACES. THE REMAINING PARKING SPACES WILL BE FOR THE RESIDENTIAL UNIT OWNERS.
2. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
3. FOR TRUE ORIENTATION OF BUILDING, SEE SHEET No. 2.
4. SEE THE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
5. PARKING DIMENSIONS SHOWN DO NOT REFLECT COLLARS ON THIS LEVEL.
6. S-1 through S-27 INDICATES THE STORAGE SPACE DESIGNATIONS, TO BE ASSIGNED TO RESIDENTIAL UNIT OWNERS.
7. ASSIGNED RESIDENTIAL PARKING SPACES AND STORAGE SPACES WILL BE L.C.E.'s.



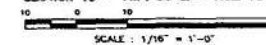
GRAPHIC UNIT LOCATION  
SECOND FLOOR  
PARKING LEVEL

**George F. Young, Inc.**  
ARCHITECTS - ENGINEERS - INTERIORS - LANDSCAPE ARCHITECTS - PLANNING - SPECIAL  
STUDIES - SURVEYING - DESIGN - CONSTRUCTION - GENERAL - 10000  
SARASOTA, FLORIDA 34237 - PHONE (813) 555-1111 - FAX (813) 555-1112  
18000 SARASOTA, FLORIDA 34237 - PHONE (813) 555-1111 - FAX (813) 555-1112

EXHIBIT "A"

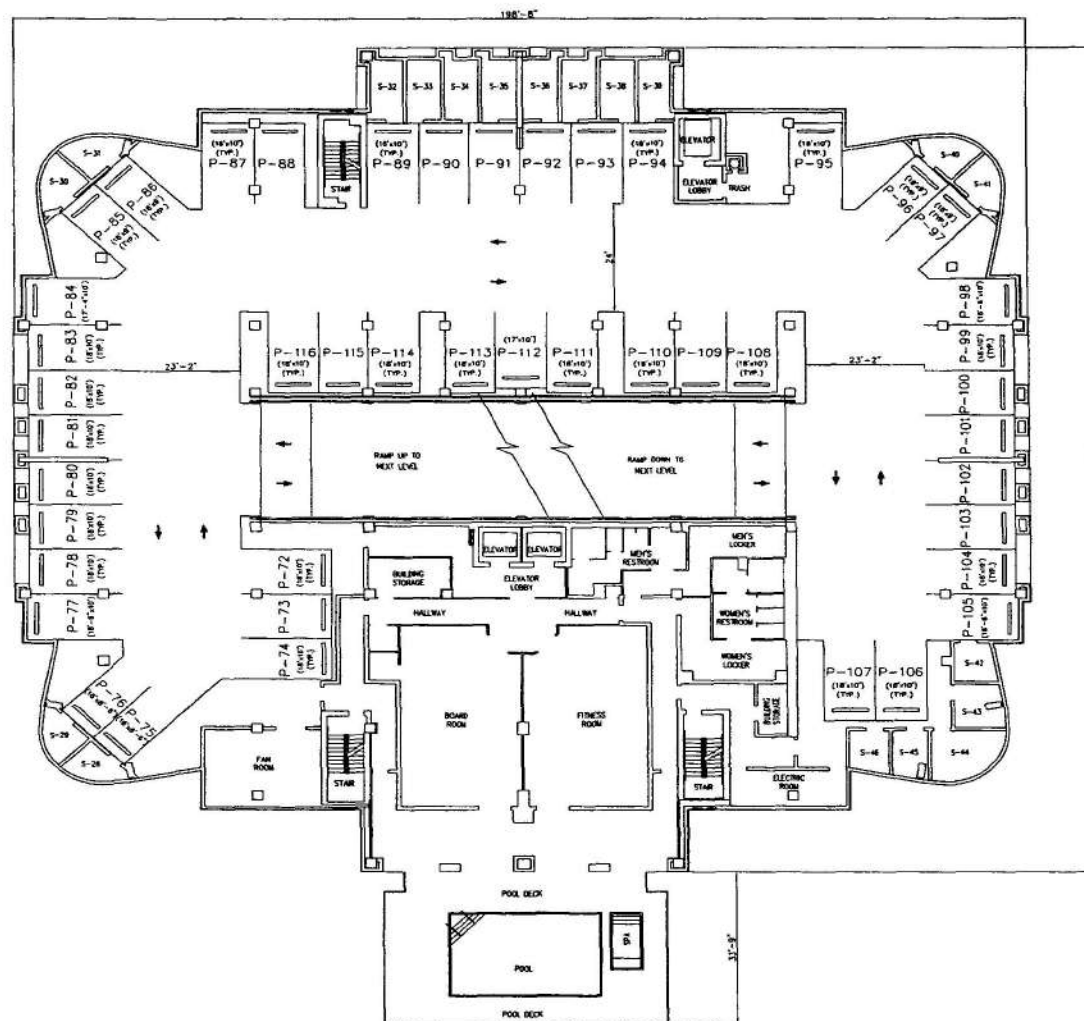
# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.



## NOTES:

1. P-72 through P-116 INDICATE RESIDENTIAL PARKING SPACES LOCATED ON THIS LEVEL.
2. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
3. FOR TRUE ORIENTATION OF BUILDING, SEE SHEET No. 2.
4. SEE THE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
5. PARKING DIMENSIONS SHOWN DO NOT REFLECT COLUMNS ON THIS LEVEL.
6. S-28 through S-46 INDICATES THE STORAGE SPACE DESIGNATIONS, TO BE ASSIGNED TO RESIDENTIAL UNIT OWNERS.
7. ASSIGNED PARKING SPACES AND STORAGE SPACES WILL BE L.C.E.'s.



GRAPHIC UNIT LOCATION  
THIRD FLOOR  
PARKING LEVEL

**George F. Young, Inc.**  
ARCHITECTS • ENGINEERS • INTERIORS • LANDSCAPE ARCHITECTS • PLANNING • SURVEYING  
10000 N. GULF BLVD., SUITE 100, SARASOTA, FL 34231  
PHONE (941) 551-6362 FAX (941) 551-6363 E-MAIL: gyoung@georgeyoung.com

EXHIBIT "A"



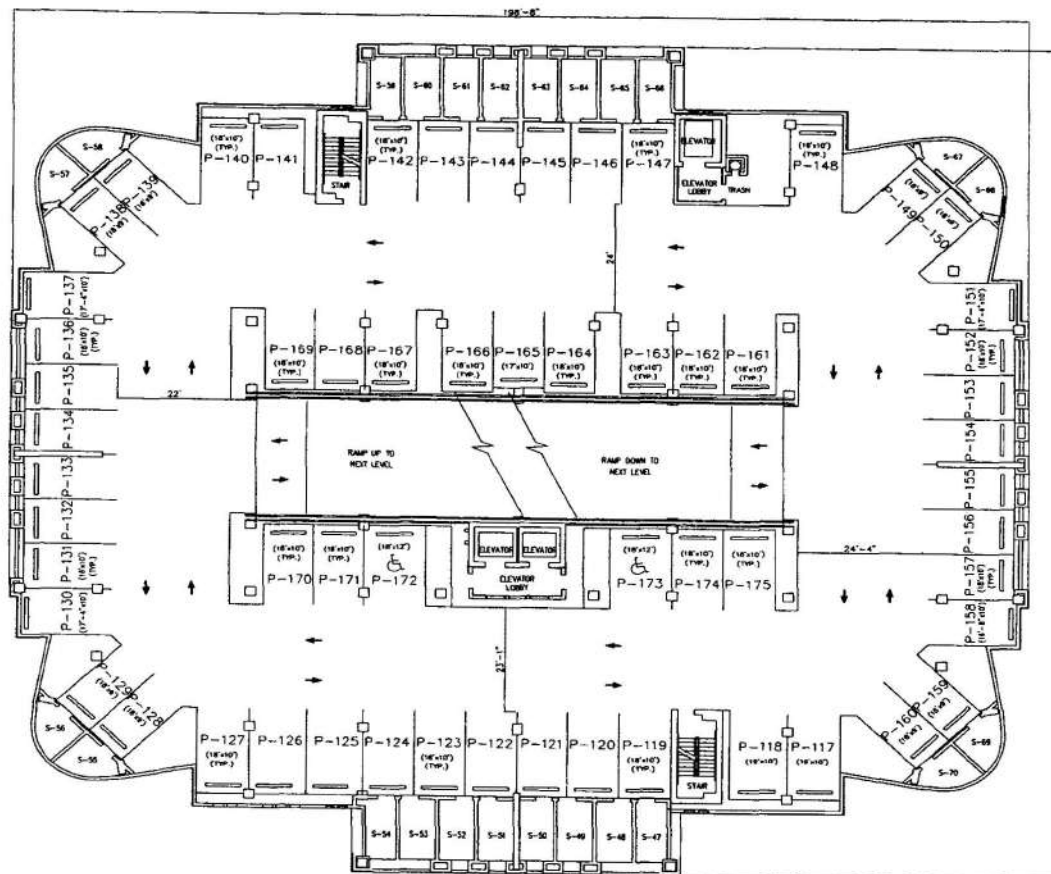
# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - ROE. 18 E.

SCALE: 1/16" = 1'-0"

## NOTES:

1. P-117 through P-175 INDICATE RESIDENTIAL PARKING SPACES LOCATED ON THIS LEVEL.
2. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
3. FOR TRUE ORIENTATION OF BUILDING, SEE SHEET No. 2.
4. SEE THE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
5. PARKING DIMENSIONS SHOWN DO NOT REFLECT COLUMN SPACING ON THIS LEVEL.
6. S-47 through S-70 INDICATES THE STORAGE SPACE DESIGNATIONS, TO BE ASSIGNED TO RESIDENTIAL UNIT OWNERS.
7. ASSIGNED PARKING SPACES AND STORAGE SPACES WILL BE L.C.E.'s.



GRAPHIC UNIT LOCATION  
FOURTH FLOOR  
PARKING LEVEL

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TELEPHONE (941) 551-1400 FAX (941) 551-1401 E-MAIL: gfy@georgefyoung.com

EXHIBIT "A"

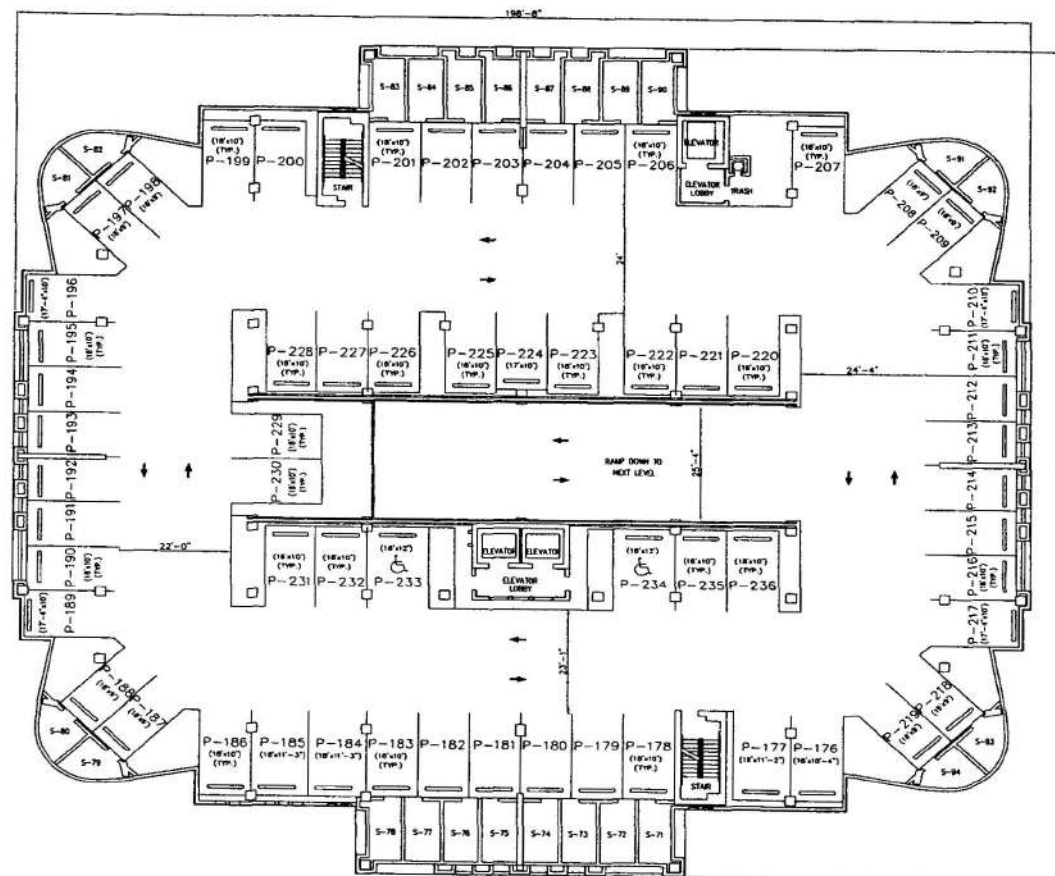
# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

SCALE: 1/16" = 1'-0"

## NOTES:

1. P-176 through P-236 INDICATE RESIDENTIAL PARKING SPACES LOCATED ON THIS LEVEL.
2. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
3. FOR TRUE ORIENTATION OF BUILDING, SEE SHEET No. 2.
4. SEE THE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
5. PARKING DIMENSIONS SHOWN DO NOT REFLECT COLUMNS ON THIS LEVEL.
6. S-71 through S-94 INDICATES THE STORAGE SPACE DESIGNATIONS, TO BE ASSIGNED TO RESIDENTIAL UNIT OWNERS.
7. ASSIGNED PARKING SPACES AND STORAGE SPACES WILL BE L.C.E.'s.



GRAPHIC UNIT LOCATION  
FIFTH FLOOR  
PARKING LEVEL

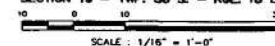
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ARCHITECTS / ENGINEERS / CONSULTANTS / LANDSCAPE ARCHITECTS / PLANNING / SURVEYING  
10000 N. GULF BLVD., SUITE 100, TAMPA, FL 33626-4000  
PH: (813) 271-4000 FAX: (813) 271-4001 WWW: GUYOUNG.COM

EXHIBIT "A"

# RIVO AT RINGLING

## A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

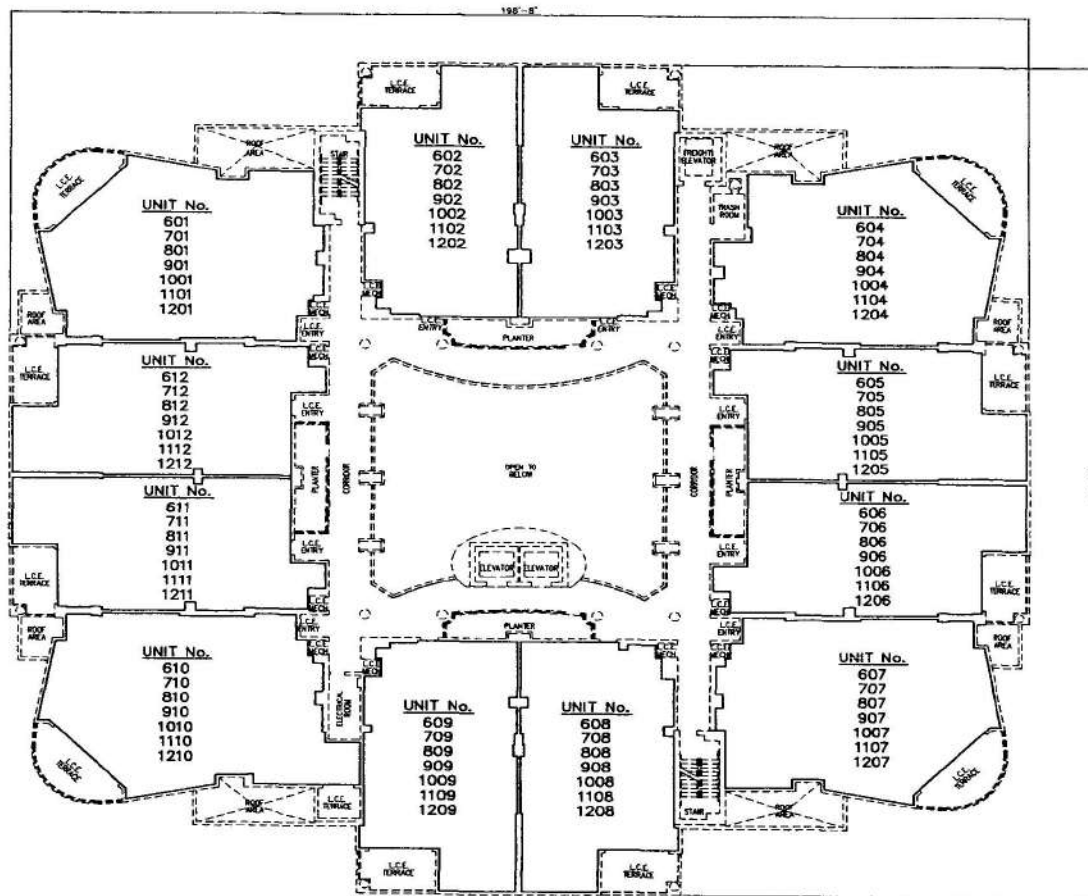


### NOTES:

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'S ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'S.
6. SEE SHEETS 17 & 18 OF 18 FOR RECORD DIMENSIONS.

### LEGEND

- 601 - INDEX TO UNIT NUMBERS  
 - UNIT LOCATION FLOOR LEVEL  
 - UNIT BOUNDARY LINE



NOTES :

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'s ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
6. SEE SHEETS 17 & 18 OF 18 FOR RECORD DIMENSIONS.

LEGEND

- 601 - INDEX TO UNIT NUMBERS  
 UNIT LOCATION  
 FLOOR LEVEL  
 RECORD DIMENSION SEE TABLE ON SHEET 17 OF 18  
 UNIT BOUNDARY LINE.



INDICATES LIMITED COMMON ELEMENT

CONDOMINIUM BOOK 39, PAGE 484  
 SHEET 9 OF 18 SHEETS

# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA  
 COUNTY OF SARASOTA STATE OF FLORIDA  
 SECTION 19 - TWP. 36 S. - RGE. 18 E.

SCALE : 3/32" = 1'-0"

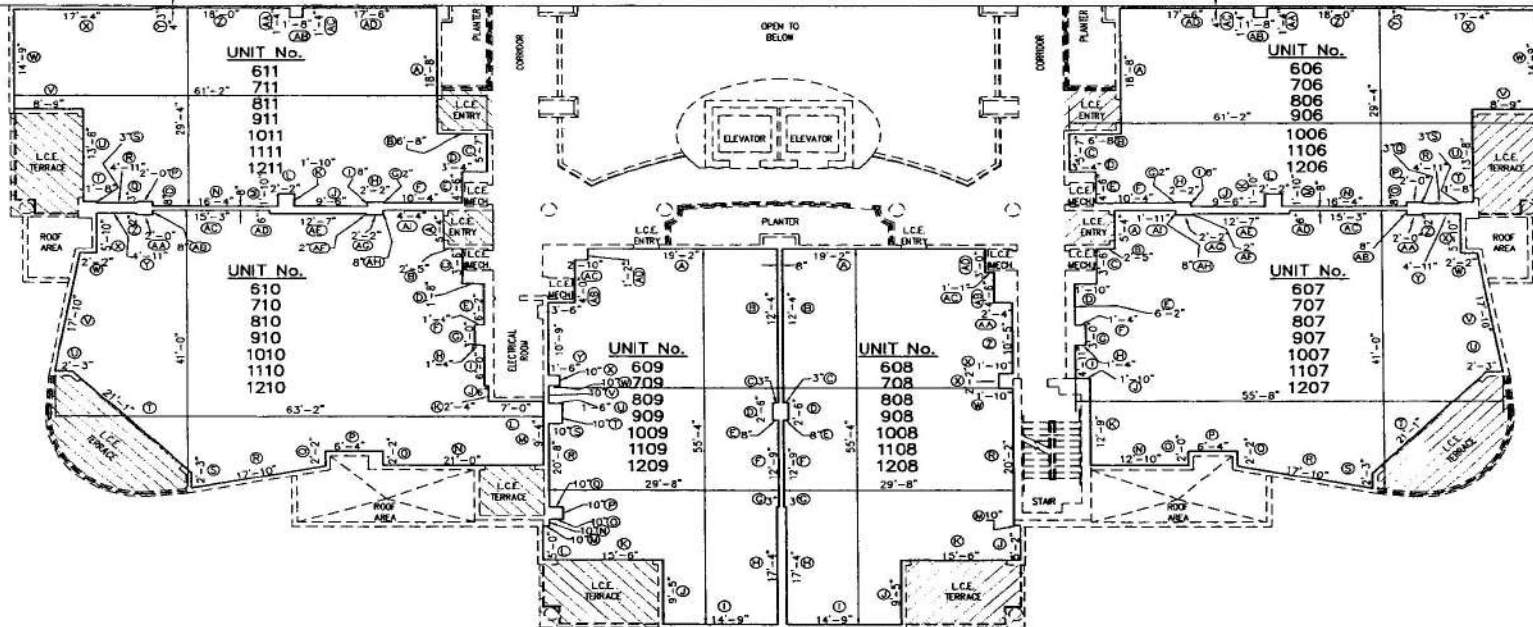
UNIT No.

612  
 712  
 812  
 912  
 1012  
 1112  
 1212

UNIT No.

605  
 705  
 805  
 905  
 1005  
 1105  
 1205

MATCH LINE SEE SHEET No. 10



GRAPHIC UNIT DESCRIPTION  
 SIXTH THRU TWELFTH FLOORS

**George F. Young, Inc.**  
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 10000 N. W. 11th Ave., Suite 100, Fort Lauderdale, FL 33309 • PHONE (954) 341-1111 • FAX (954) 341-1112  
 SINCE 1919

EXHIBIT "A"



NOTES :

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'s ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
6. SEE SHEETS 17 & 18 OF 18 FOR RECORD DIMENSIONS.

LEGEND

601 - INDEX TO UNIT NUMBERS

UNIT LOCATION

FLOOR LEVEL

RECORD DIMENSION SEE TABLE ON SHEET 17 OF 18

UNIT BOUNDARY LINE



INDICATES LIMITED COMMON ELEMENT

CONDOMINIUM BOOK 39, PAGE 48 I  
SHEET 10 OF 18 SHEETS

# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

SCALE : 3/32" = 1'-0"

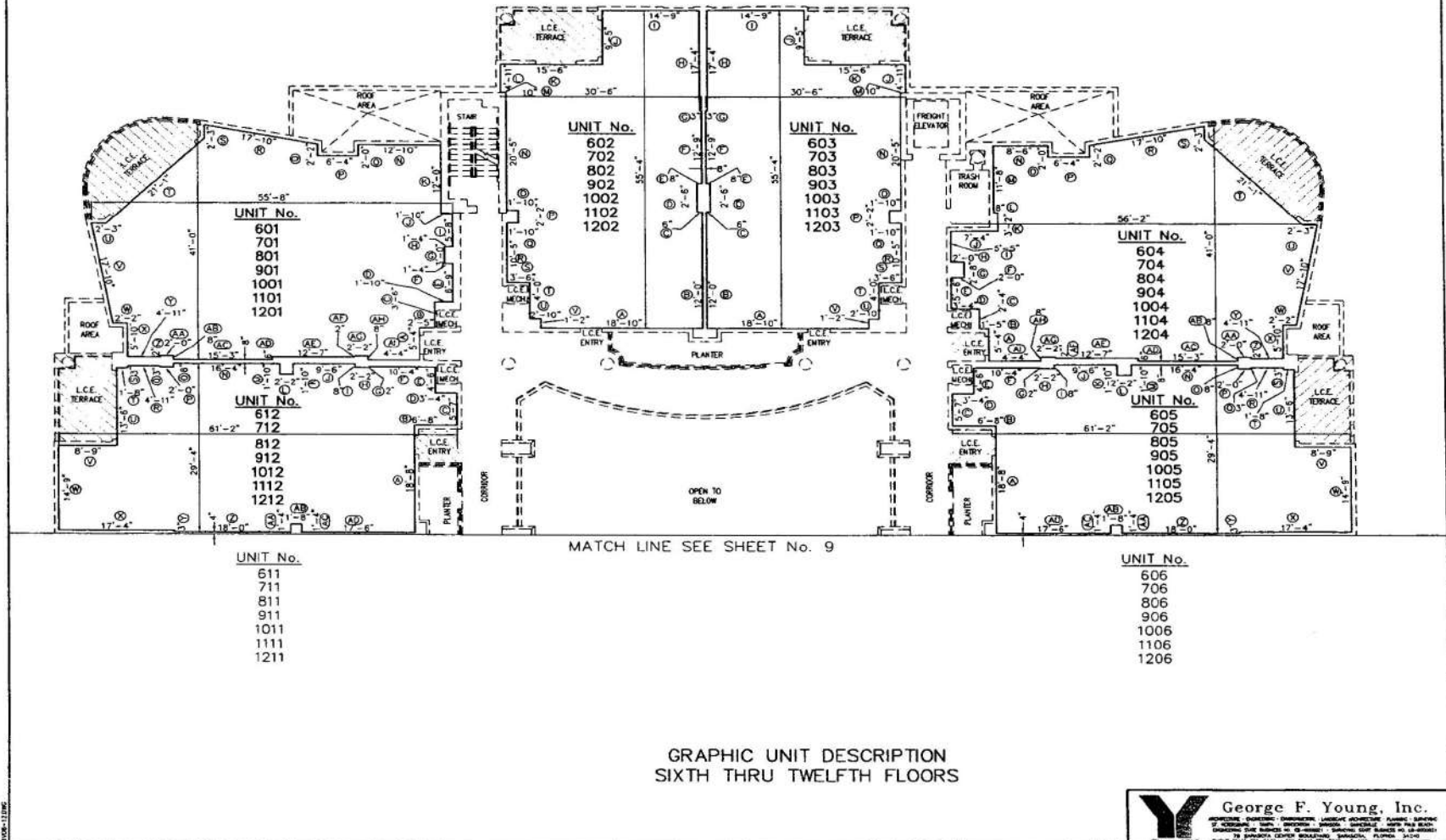


EXHIBIT "A"

# RIVO AT RINGLING

Age Group	No	Small	Medium	Big	Very big
10	~65%	~15%	~10%	~5%	~5%
20	~60%	~20%	~10%	~5%	~5%
30	~55%	~25%	~10%	~5%	~5%
40	~50%	~30%	~10%	~5%	~5%
50	~45%	~35%	~10%	~5%	~5%
60	~40%	~40%	~10%	~5%	~5%
70	~35%	~45%	~10%	~5%	~5%
80	~30%	~50%	~10%	~5%	~5%
90	~25%	~55%	~10%	~5%	~5%

SCALE : 1/16" = 1'-0"

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS. SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'s ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
6. SEE SHEETS 17 & 18 OF 18 FOR RECORD DIMENSIONS.

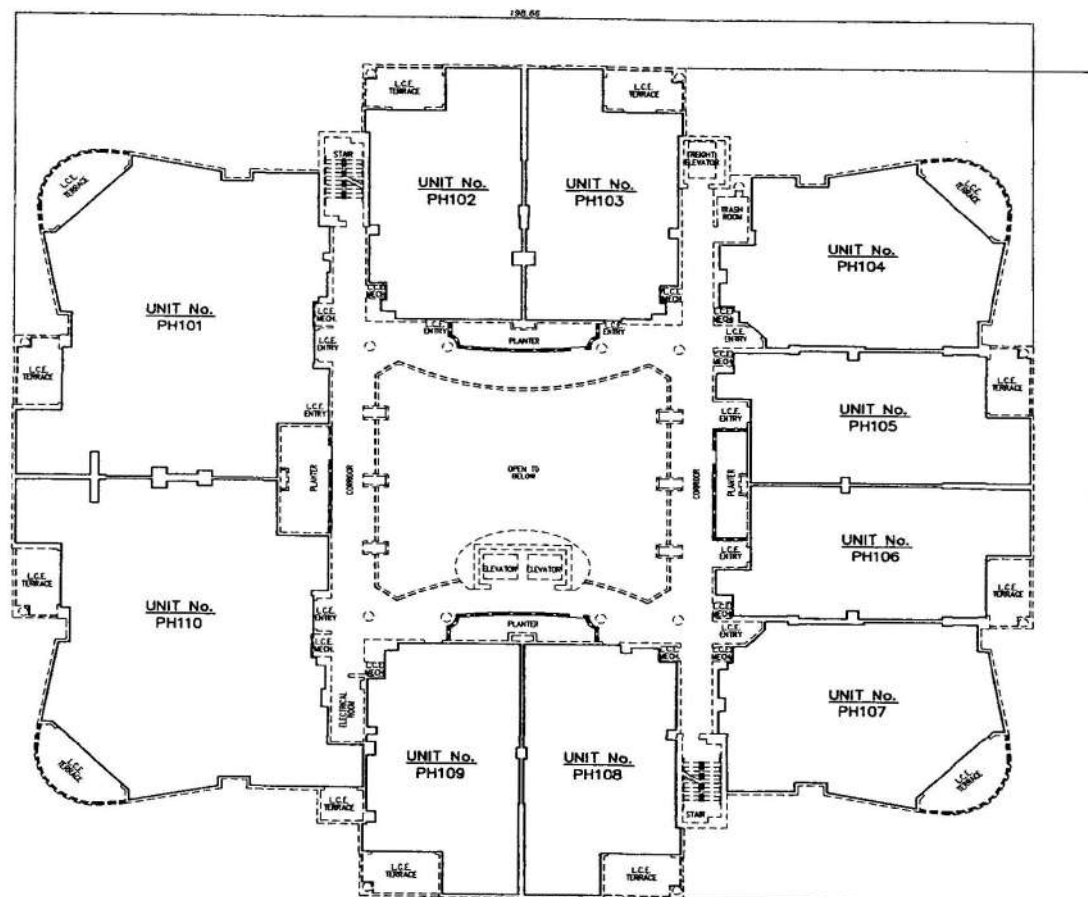
LEGEND :

PH101 -- INDEX TO UNIT NUMBERS

UNIT LOCATION

FLOOR LEVEL

UNIT BOUNDARY LINE



GRAPHIC UNIT LOCATION  
PENTHOUSE LEVEL 1



EXHIBIT "A"

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'S ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'S.
6. SEE SHEETS 17 & 18 OF 18 FOR RECORD DIMENSIONS.

PH101 - INDEX TO UNIT NUMBERS  
UNIT LOCATION  
FLOOR LEVEL



INDICATES LIMITED COMMON ELEMENT

# RIVO AT RINGLING

## A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 18 - TWP. 36 S. - RGE. 18 E.

Figure 1 is a line graph showing the relationship between the angle of the knee joint (in degrees) and the force exerted by the quadriceps muscle (in Newtons). The x-axis represents the angle of the knee joint, ranging from 20° to 20° (likely a typo for 120°). The y-axis represents the force exerted by the quadriceps muscle, ranging from 0 to 2000 N. The graph shows a curve that starts at approximately 200 N at 20°, rises to a peak of about 1800 N at 60°, and then decreases to about 1000 N at 120°.

SCALE :  $3/32" = 1'-0"$

GRAPHIC UNIT DESCRIPTION  
PENTHOUSE LEVEL 1



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PHONE (941) 371-4362 • FAX (941) 378-2735 • E-MAIL info@hollandconstruction.com

EXHIBIT "A"

NOTES :

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'S ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'S.
6. SEE SHEETS 17 & 18 OF 18 FOR RECORD DIMENSIONS.

LEGEND :

PH101 - INDEX TO UNIT NUMBERS  
UNIT LOCATION  
FLOOR LEVEL

UNIT BOUNDARY LINE



INDICATES LIMITED COMMON ELEMENT

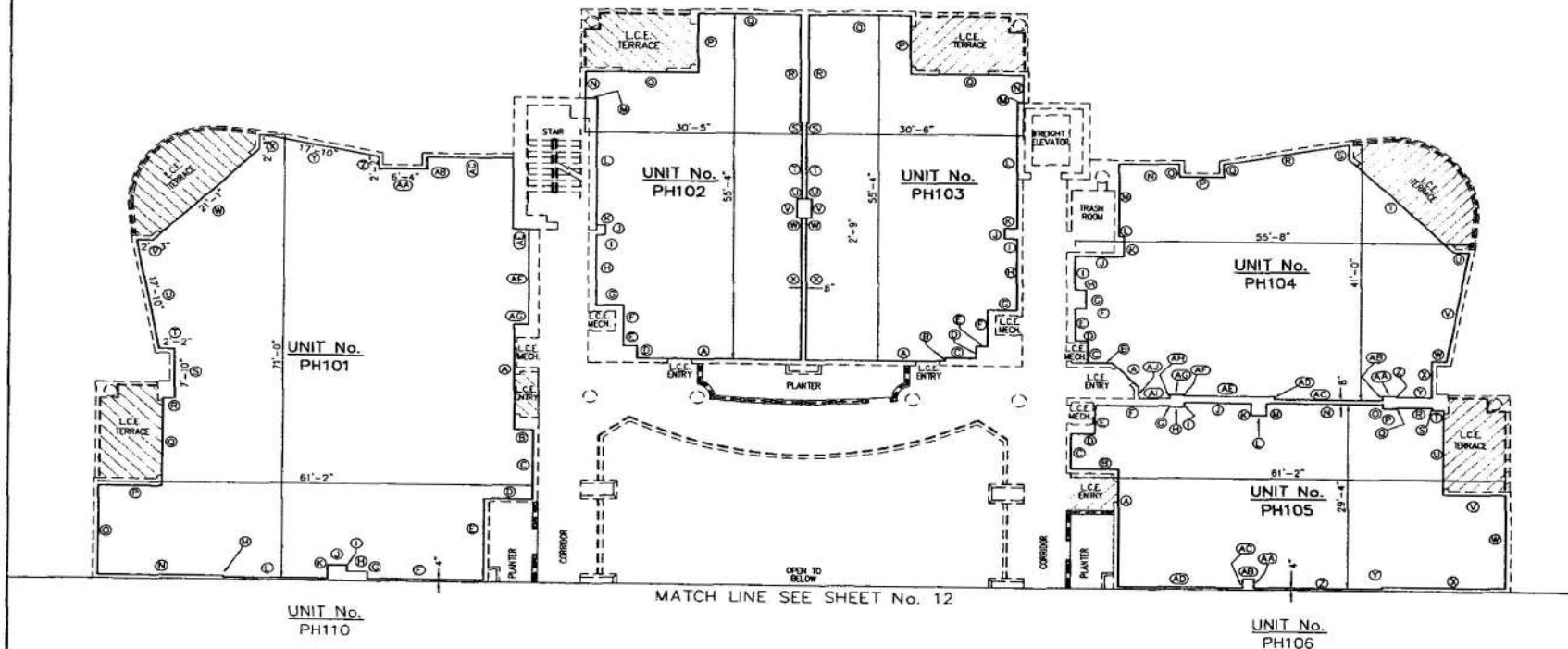
CONDOMINIUM BOOK 39, PAGE 48 L  
SHEET 13 OF 18 SHEETS

# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA STATE OF FLORIDA  
COUNTY OF SARASOTA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

20' 0' 5' 10' 20'

SCALE : 3/32" = 1'-0"



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727-833-1111  
2000 W. GULF BLVD., SUITE 100, TAMPA, FL 33607  
727-833-1111

EXHIBIT "A"



## RIVO AT RINGLING

SCALE : 1/16" = 1'-0"

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'S ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'S.

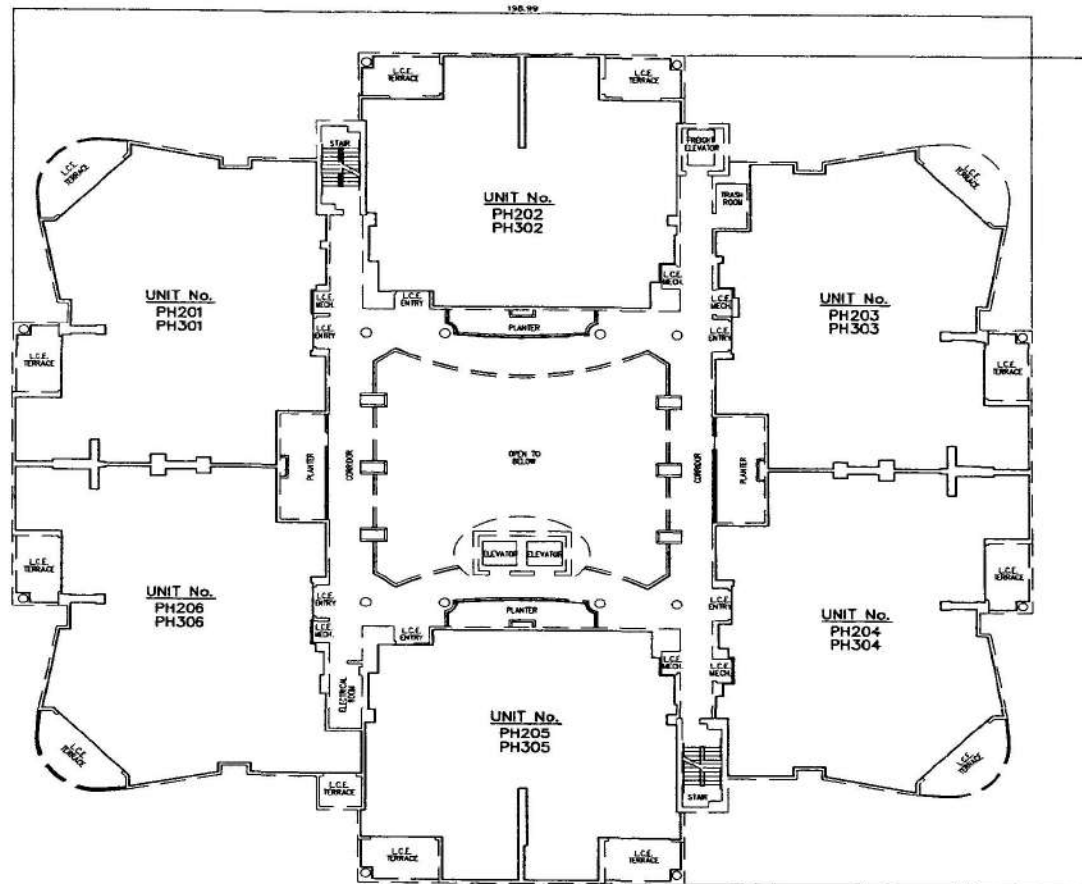
LEGEND:

PH201 - INDEX TO UNIT NUMBERS

UNIT LOCATION

FLOOR LEVEL

UNIT BOUNDARY LINE



GRAPHIC UNIT LOCATION  
PENTHOUSE LEVEL 2 & PENTHOUSE LEVEL 3



EXHIBIT "A"

NOTES :

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'S ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'S.
6. SEE SHEETS 18 OF 18 FOR RECORD DATA.

LEGEND

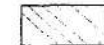
PH201 - INDEX TO UNIT NUMBERS

UNIT LOCATION

FLOOR LEVEL

AS-BUILT DIMENSION SEE TABLE SHEET 16 OF 18

UNIT BOUNDARY LINE



INDICATES LIMITED COMMON ELEMENT

CONDOMINIUM BOOK 39, PAGE 48 IV  
SHEET 15 OF 18 SHEETS

# RIVO AT RINGLING A CONDOMINIUM

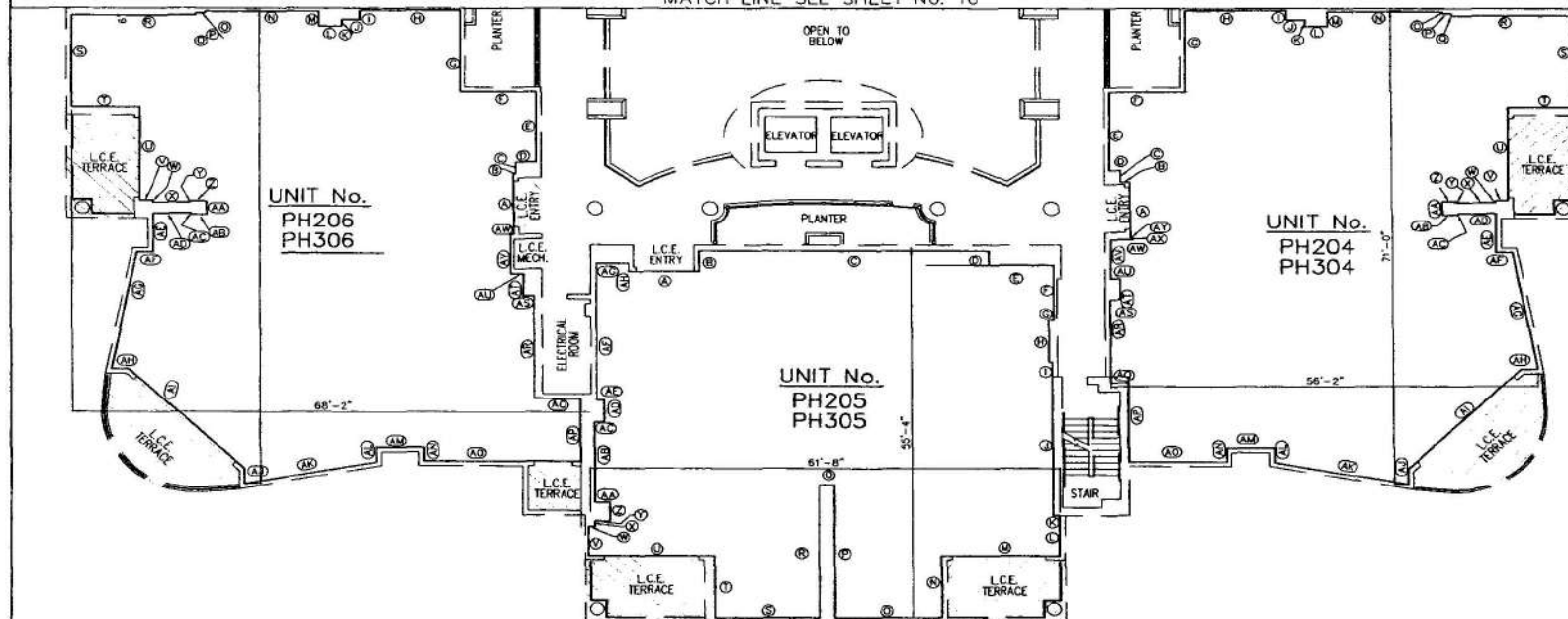
CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

20' 0' 5' 10' 20'  
SCALE : 3/32" = 1'-0"

UNIT No.  
PH201  
PH301

UNIT No.  
PH203  
PH303

MATCH LINE SEE SHEET No. 16



GRAPHIC UNIT DESCRIPTION  
PENTHOUSE LEVEL 2 & PENTHOUSE LEVEL 3

**George F. Young, Inc.**  
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10 PETERSON DRIVE, SUITE 100, SARASOTA, FLORIDA 34236  
PHONE (941) 557-1400 FAX (941) 557-1401 E-MAIL: gyoung@georgeyoung.com

EXHIBIT "A"

NOTES :

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'s ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.
6. SEE SHEET 18 OF 18 FOR AS-BUILT DATA.

LEGEND :

- PH201 - INDEX TO UNIT NUMBERS
- UNIT LOCATION FLOOR LEVEL
- AS-BUILT DIMENSION SEE TABLE SHEET 18 OF 18
- UNIT BOUNDARY LINE



INDICATES LIMITED COMMON ELEMENT

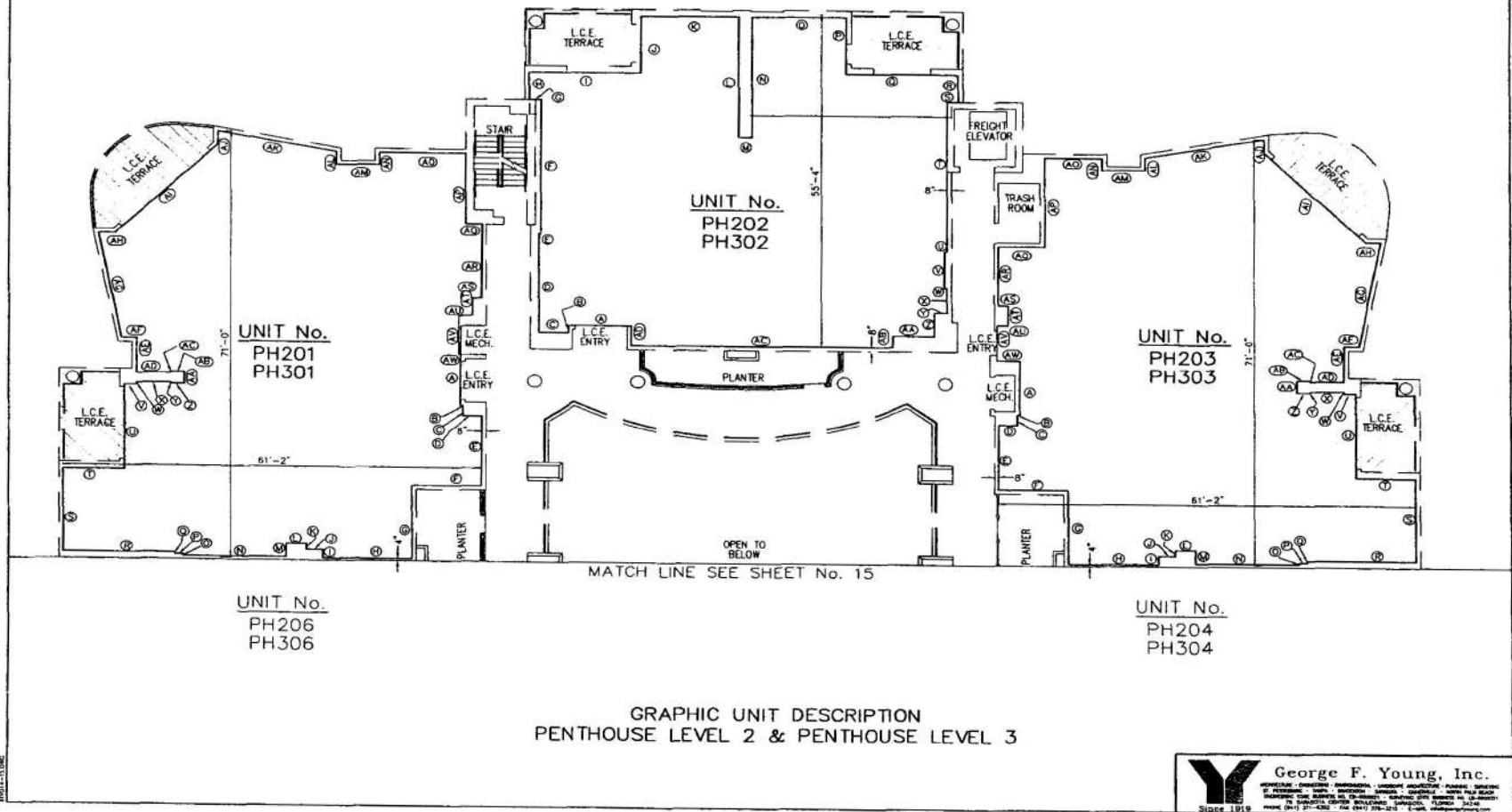
CONDOMINIUM BOOK 39, PAGE 480  
SHEET 16 OF 18 SHEETS

# RIVO AT RINGLING A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

20' 0 5' 10' 20'

SCALE : 3/32" = 1'-0"



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EXHIBIT "A"

# RIVO AT RINGLING

## A CONDOMINIUM

CITY OF SARASOTA  
COUNTY OF SARASOTA STATE OF FLORIDA  
SECTION 19 - TWP. 36 S. - RGE. 18 E.

### NOTES:

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2
2. B.L.P. - INDICATES BUILDING LOCATION FROM
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS
4. IMPROVEMENTS WITHIN L.C.E.'S ARE NOT SHOWN
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'S

601	5-10	2-3	2-10	1-10	4-3	1-2	3-2	1-7	7-0	2-4	11-3	19-3	19-3	1-11	6-0	1-1	2-3	17-2	2-3	20-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3	2-4	18-3
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### UNIT RECORD DIMENSIONS

**George F. Young, Inc.**  
ARCHITECTURE, ENGINEERING, INTERIOR DESIGN, LANDSCAPE ARCHITECTURE, PLANNING, SURVEYING  
1800 RINGLING BLVD., SUITE 200, SARASOTA, FL 34236-1000  
PHONE: (941) 552-1111 FAX: (941) 552-1112  
WWW.GEORGEFYOUNG.COM

EXHIBIT "A"



NOTES :

1. FOR TRUE ORIENTATION OF BUILDING LOCATIONS, SEE SHEET 2.
2. B.L.P. - INDICATES BUILDING LOCATION POINT.
3. L.C.E. - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN L.C.E.'s ARE NOT SHOWN.
5. SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL L.C.E.'s.

UNITS	AP	AQ	AR	AS	AT	AU	AV	AW
PH 304	11'-8"	2'-4"	12'-4"	1'-5"	3'-0"	2'-0"	6'-4"	0'-3"
PH 305								
PH 306	8'-11"	6'-1"	10'-4"	1'-4"	3'-4"	1'-8"	5'-11"	2'-0"

### EXISTING ELEVATIONS

FLOOR LEVEL	FINISHED FLOOR ELEVATION	MEAN GRADE ELEVATION
FIFTEEN+ FLOOR	170.48'	180.28'
FOURTEENTH FLOOR	156.52'	168.73'
THIRTEENTH FLOOR	148.53'	156.81'
TWELFTH FLOOR	137.53'	147.8'
ELEVENTH FLOOR	127.53'	136.81'
TENTH FLOOR	117.54'	125.81'
NINTH FLOOR	107.54'	114.81'
EIGHTH FLOOR	97.56'	103.81'
SEVENTH FLOOR	87.56'	92.81'
SIXTH FLOOR	77.52'	84.81'
PARKING LEVEL 5	67.35'	76.81'
PARKING LEVEL 4	67.35'	66.81'
PARKING LEVEL 3	47.69'	56.81'
PARKING LEVEL 2	37.58'	46.81'
PARKING LEVEL 1	27.58'	36.81'

## UNIT RECORD ELEVATIONS

[illegible]

EXHIBIT "A"

**RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC.**

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**

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## AMENDMENTS

### ARTICLES OF INCORPORATION RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC.

*[Substantial rewording of Articles of Incorporation. See existing Articles of Incorporation for present text.]*

**ARTICLE 1. NAME OF CORPORATION AND PRINCIPAL ADDRESS.** The name of this corporation shall be **Rivo at Ringling Condominium Association, Inc.**, hereinafter referred to as Association. The principal office of said corporation shall be located at 2127 Ringling Blvd., Suite 102, Sarasota, Florida 34237. The Board of Directors of the Association may change the location of the principal office of said Association from time to time.

**ARTICLE 2. PURPOSES.** The purposes of the Association shall be the operation and management of the affairs and property of the Condominium known as **Rivo at Ringling, a Condominium**, located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes.

**ARTICLE 3. POWERS.** The Association shall have all of the common law and statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida Condominium Act and the Declaration of Condominium, as amended from time to time, except as may be limited or otherwise provided by these Articles. Additionally, the Association shall have the power to grant and relocate easements over the Common Elements as required by and consistent with the Master Declaration of Covenants, Conditions, Easements, and Restrictions recorded in Official Records Instrument #2004192176, of the Public Records of Sarasota County, Florida. In the event of an emergency, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes.

**ARTICLE 4. MEMBERS.** All record owners of legal title to any of the Condominium Units of the Condominium shall be Members. Membership shall terminate automatically and immediately as a Member's interest in the record legal title terminates, except that upon termination of the entire Condominium project, the membership shall consist of those who were Members at the time of each conveyance of the respective Units to the Association, or its designee, as provided in said Declaration of Condominium. A new Unit Owner must, within fifteen (15) days of closing on the transfer of title to a Unit, notify the Association in writing of the transfer, as provided in the Declaration of Condominium, and the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a copy of the deed or other instrument of conveyance.

**ARTICLE 5. VOTING RIGHTS.** Subject to a voting right being suspended pursuant to Section 718.303, Florida Statutes, each Condominium Unit shall be entitled to one (1) vote at Association membership meetings. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Bylaws. There shall be no vote for a Unit owned by the Association or held in a court appointed receivership. Owners of more than one Unit shall be entitled to cast one vote for each Unit owned.

**ARTICLE 6. INCOME DISTRIBUTION.** No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered, surplus of unused Special Assessments or as allowed by law.

**ARTICLE 7. REGISTERED OFFICE AND REGISTERED AGENT.** The Board of Directors may change the registered agent and office from time to time as permitted by law.

**ARTICLE 8. CORPORATE EXISTENCE.** The term for which the Association is to exist shall be perpetual, unless dissolved according to law.

## **ARTICLE 9. BOARD OF DIRECTORS AND OFFICERS.**

**9.1 Board of Directors.** The affairs of the Association will be administered by a Board of Directors consisting of the number of directors determined by the Bylaws.

**9.2 Election, Removal and Replacement of Directors.** All directors of the Association shall initially be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

**9.3 Officers.** The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

**ARTICLE 10. BYLAWS.** The Bylaws of the Association may be amended, altered or rescinded in the manner provided in such Bylaws.

**ARTICLE 11. AMENDMENTS.** The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation. Amendments to these Articles shall be proposed and adopted in the following manner:

**11.1 Notice.** Notice of the subject matter of a proposed amendment shall be included in or with the notice of any membership meeting at which the proposed amendment is considered

**11.2 Proposal.** A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty (20%) percent of the Voting Interests of the Association. Upon an amendment to these Articles of Incorporation being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment and it shall be the duty of the Secretary to give to each Member notice of such meeting in the manner provided for in the Bylaws.

**11.3 Adoption.** Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by not less than two-thirds (2/3) of the Voting Interests of the membership present in person or by proxy at any annual or special membership meeting, or by approval in writing by a majority of the total Voting Interests of the entire membership without a membership meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains or has enclosed with the notice the text of the proposed amendment.

**11.4 Filing and Recording.** An amendment shall become effective upon filing with the Florida Secretary of State, Department of Corporations and recording a copy in the Public Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

**11.5 Automatic Amendment.** These Articles of Incorporation may be amended by the Board of Directors, if necessary, to make the same consistent with the provisions of the Declaration of Condominium. Whenever Chapters 617 or 718, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations, are subsequently amended so that these Articles of Incorporation are inconsistent with the applicable law or administrative rules, the Board of Directors, without a vote of the Owners, may, but shall not be under a duty or obligation to, adopt by majority vote of the Board, amendments to these Articles of Incorporation to make them consistent.



## **ARTICLE 12. INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

**12.1 Indemnity.** The Association shall indemnify any person serving or who previously served the Association as a director, officer, or committee member to the fullest extent permitted under Sections 607.0850-607.0859, Florida Statutes, as amended from time to time.

**12.2 Additional Indemnification.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the Voting Interests of the Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

**12.3 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 the person and incurred by the person in any such capacity, or arising out of his or her 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. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

## **ARTICLE 13. MISCELLANEOUS**

**13.1 Definitions and Interpretation.** Terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such interpretation.

**13.2 Conflicts.** The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of an actual or implied conflict in the documents, the documents shall control in the following order:

- A. Declaration of Condominium;
- B. Articles of Incorporation;
- C. Bylaws; and
- D. Rules and Regulations

**13.3 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

**13.4 Severability.** In the event that any article section, clause, paragraph or other provision of the Articles of Incorporation is deemed invalid, it shall be deemed severed and the remaining provisions of the Articles of Incorporation shall remain valid and in full force and effect.

**13.5 Headings.** The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

**RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC.**

**AMENDED AND RESTATED BYLAWS**

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**EXHIBIT "D"**

**AMENDMENTS**

**BYLAWS  
OF**

**RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC.**

*[Substantial rewording of Bylaws. See existing Bylaws for present text.]*

**ARTICLE 1. IDENTITY.** These are the Bylaws of **Rivo at Ringling Condominium Association, Inc.** (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering **Rivo at Ringling, a Condominium**, located in Sarasota County, Florida.

**ARTICLE 2. DEFINITIONS.** The terms used herein shall have the same definitions as stated in the Florida Condominium Act (Chapter 718, Florida Statutes) and the Declaration of Condominium of the Condominium, unless the context requires otherwise.

**ARTICLE 3. MEMBERS.** The Members of the Association shall be the record owners of legal title to the Units in the Condominium. Membership shall terminate automatically and immediately as a Member's interest in the record legal title terminates, except that upon termination of the entire Condominium project, the membership shall consist of those who were Members at the time of each conveyance of the respective Units to the Association, or its designee, as provided in said Declaration of Condominium. A new Unit Owner must, within fifteen (15) days of closing on the transfer of title to a Unit, notify the Association in writing of the transfer, as provided in the Declaration of Condominium, and the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a copy of the deed or other instrument of conveyance.

**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 Rights; 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 (106) in the Condominium. The vote of a Unit is not divisible. The term "Majority" as used in the Condominium Documents in reference to voting by Unit Owners and the Board of Directors shall mean more than fifty percent (50%). The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specified ownership interests:

**3.2.1** If a Unit is owned by one natural person, that person has the right to cast a vote on behalf of the Unit.

**3.2.2** 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.

**3.2.3** 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 holders of the remainder interest may cast the vote.

**3.2.4** If the Owner of a Unit is a corporation, any officer of the corporation may cast the vote of behalf of the Unit.

**3.2.5** If a Unit is owned by a partnership, any general partner may cast the vote on behalf of the Unit.



3.2.6 If a limited liability company ("LLC") owns a Unit, any authorized agent may cast the vote on behalf of the Unit.

3.2.7 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. If 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 Suspension of Voting Rights.** In the event that a Unit Owner is delinquent for more than ninety (90) days in an amount in excess of \$1,000 in paying a fine, fee, or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the voting rights of a Unit Owner. Proof of such obligation must be provided to the Unit Owner at least thirty (30) days before such suspension takes effect. Such a suspension ends upon full payment of all obligations currently due or overdue the Association. A receiver may not exercise voting rights of any Unit Owner whose Unit is placed in receivership for the benefit of the Association pursuant to the Condominium Act. If the Association holds title to a Unit, the vote attributable to that Unit shall not be counted for any purpose.

**3.4 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 membership 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.

**3.5 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 his or her membership, nor does it impair any rights or remedies that 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.

#### **ARTICLE 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 of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The Board of Directors may designate any place located within forty-five (45) miles of the Condominium as the place of the membership meeting. 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.**

**4.2.1 Special Membership Meetings.** Special members' meetings may be called by the President, Vice President or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the Voting Interests. The business conducted at a special meeting shall be limited to that stated in the notice of the membership meeting.

**4.2.2 Recall Special Membership Meetings.** A special meeting of the Members to recall one or more Directors may be called by a written petition signed by at least ten percent (10%) of the Voting Interests of the Association. The Members calling the special meeting of the Members to recall one or more Directors shall be responsible for calling the meeting. The special meeting notice shall specifically state the purpose(s) of the meeting.

Business to be transacted at all special membership meetings shall be confined to the objects and the action to be taken as 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 sent by mail, email, hand delivery, other electronic transmission or as otherwise allowed by law to each Unit Owner unless the Unit Owner waives in writing the right to receive notice of meetings. The delivery, electronic transmission or mailing shall be to the address or electronic transmission of the Member as it appears on the roster of Members. Each Member bears the responsibility of timely notifying the Association of any change of address, electronic address and/or contact information. The posting, electronic transmission and mailing of the notice shall be effectuated not less than fourteen (14) days prior to the date of the membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, emailing, delivery and posting by affidavit. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his or her address as it last appears in the official records of the Association, with postage thereon prepaid.

Notice of specific meetings may be waived before or after the meeting. The attendance, in person or by proxy, of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Members may not, however, attend or participate at membership meetings by telephone conference call, speaker-phone or other similar means.

**4.4 Quorum.** A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast at least a Majority of the votes of the Association's eligible Voting Interests. If a membership meeting cannot be convened due to the failure to obtain a quorum, the membership meeting may be postponed and at the postponed meeting, the quorum requirement shall be reduced to forty percent (40%) of the Association's eligible Voting Interests. A Unit owned by the Association, a Unit placed in a receivership or a voting interest or consent right allocated to a Unit or Member which has been suspended by the Board shall not be counted towards the total number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Condominium Act or pursuant to the Declaration, Articles of Incorporation or these Bylaws.

**4.5 Voting.** The acts approved by a Majority of the Voting Interests present in person or by proxy at a membership meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.

**4.6 Proxies.** Votes may be cast in person or by proxy substantially complying with the requirements of the Condominium Act and the Department of Business and Professional Regulation's ("DBPR") administrative rules. A proxy may be made by any person entitled to vote, but shall only be valid for the specific membership 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 membership 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 Secretary before or at 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 of an eligible voter. Proxies shall not be used in electing Directors.

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 Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida 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. An executed proxy appearing to have been signed by the proxy giver, including a facsimile, scanned or equivalent 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. The use of proxies is to be liberally construed.

Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

**4.7 Adjourned Meetings.** The Members who are present, either in person or by proxy, at a membership meeting may adjourn the meeting from time to time, provided the future date, time and location of the adjourned membership meeting is either: (a) approved at the original meeting by a Majority of the Voting Interests who are present, either in person or by proxy, at the membership meeting, or (b) notice of the newly scheduled membership meeting is given in the manner required for the giving of notice of a meeting.

**4.8 Minutes of Meetings.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes as required by the Condominium Act. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

**4.9 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 mails or delivers a letter or similar communication to each Owner that explains the proposed action. The communication shall include a form of consent to permit each Owner 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 were present and voted. If the requisite number of written consents are received by the Association Secretary 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 held on the sixtieth (60th) day. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

## **ARTICLE 5. BOARD OF DIRECTORS.**

**5.1 Number, Tenure and Term.** The Association shall be governed by a Board of Directors composed of five (5) Directors. Directors shall serve two-year staggered term of office. In the event the Board must be re-staggered, the three (3) candidates receiving the highest number of votes shall each be elected for a term that expires at the annual election after the next annual election. The two (2) candidates receiving the next highest number of votes shall each be elected for a term which expires at the next annual election. In the alternative, the Board may temporarily assign a one (1) year term of office as necessary to re-implement the proper staggering of the Board. If there are five or fewer candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. All Directors shall be elected for two (2) year terms. A Director's term ends at the annual election at which his or



her successor is to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 5.3 below, or in the case of a vacancy, as provided in 5.4 below.

**5.2 Qualifications.** A Director must be a natural person who is at least eighteen (18) years of age or older. A Director must be a Unit Owner, the spouse of a Unit Owner or the designated voter of a Unit that is not owned by a natural person. In the event an incumbent Director becomes ninety (90) days or more delinquent in the payment of any monetary obligation to the Association, such Director will no longer qualify to serve on the Board and will be deemed to have abandoned his/her position as a Director. Co-owners of a Unit and spouses cannot simultaneously serve on the Board unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. When a Unit is owned by a corporation, any officer of the corporation is eligible to serve as a Director. When a Unit is owned by a partnership, any partner of the partnership is eligible to serve as a Director. A grantor of a trust, a resident trust beneficiary and the spouses of such persons are eligible to serve as a Director. A convicted felon whose civil rights have not been fully restored for at least five (5) years as of the date of election is not eligible to serve as a Director. A person who is more than ninety (90) days delinquent in paying their monetary obligations to the Association is not eligible to serve as a director. Any person who has been suspended or removed from serving as a director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a director.

**5.3 Election of Directors.** The procedures set forth in Section 718.112(2)(d)(3), Florida Statutes, as amended from time to time, shall apply to Director elections, including the following to the extent that the following procedures incorporate the procedure set forth in Florida Statutes:

5.3.1 Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association of their intent to be a director candidate not less than forty (40) days before the scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days prior to the membership meeting at which the election will occur, the Association shall mail or deliver a second notice of the membership meeting to all Unit Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon timely request of a director candidate, the Association shall include with the second mailing of the ballot the director information sheet(s), not larger than 8 ½ inches by 11 inches, which were timely furnished by the director candidate(s) to the Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets and director certification forms shall be paid by the Association.

5.3.2 The Director Election Ballot prepared for the annual meeting shall list all Director candidates in alphabetical order by surname. Ballots shall be transmitted or mailed to all eligible Voting Interests with the notice of the annual membership meeting and may be returned to the Association prior to the meeting, or cast at the meeting.

5.3.3 There shall be no nominations from the floor on the date of the election. If more persons are nominated than there are director vacancies to be filled, the election shall be by secret ballot.

5.3.4 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. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election of Directors.

5.3.5 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.

5.3.6 Written ballots will be available for use by those Owners attending the meeting in person. A Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain

assistance. No Unit Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

**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:

5.4.1 If a vacancy is caused by the death, disqualification or resignation of a Director, 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, unless otherwise provided by law.

5.4.2 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 Florida law and the 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 of Director's meeting held to elect a replacement member 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 or videoconference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

**5.5 Removal of Directors.** Directors may be removed or recalled from office with or without cause by an affirmative vote of a Majority of the Voting Interests at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a Majority of all the Voting Interests, in the manner provided in the Condominium Act. A special meeting of the Members to recall a director or directors may be called by ten percent (10%) of the Voting Interests giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any director delinquent in the payment of any monetary obligation to the Association for more than ninety (90) days shall automatically be removed as a director.

**5.6 Organizational Board Meeting.** The organizational meeting of newly-elected Directors for the purpose of electing officers shall be held following the annual membership meeting or within ten (10) days of their election at such date, place and time as shall be fixed by the Board of 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 Board Meetings.** A meeting of the Board occurs whenever a quorum of the Directors gathers for the purpose of conducting Association business. Regular meetings of the Board of Directors shall be held at such dates, times and locations as shall be determined by a Majority of the Directors or on the call of the President or Vice President. Except for meetings held for the purpose of discussing 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 of Directors shall be open to all Unit Owners. Any Member may tape record or videotape open meetings of the Board of Directors subject to reasonable rules adopted by the Board of Directors. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items in accordance with any reasonable rules adopted by the Board of Directors. Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to in writing by the Board.

Notice of such Board meetings shall be conspicuously posted at a designated location on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association,



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. Any item not on the agenda of a meeting of the Board of Directors may be taken up on an emergency basis by at least a Majority plus one of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.

Notice of any meeting in which regular or special assessments against Unit Owners are to be considered for any reasons shall specially state that assessments will be considered and the nature, estimated cost, and description of the purposes for any such special assessments. Written notice of any Board meeting at which rules regarding Unit use will be considered, shall be mailed, electronically transmitted or delivered to the Unit Owners and posted at a designated location on the Condominium property not less than 14 continuous days prior to the meeting. 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 one-third (1/3) of the Directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings.

**5.9 Notice to Board Members; Waiver of Notice.** Notice of Board meetings shall be given to Board members personally or by mail, email, telephone, telegraph, facsimile or any other electronic 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 Agenda and Quorum.** The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two (2) Board members. Except as provided in Section 5.4 hereof, a quorum at Directors' meetings shall consist of a Majority of the entire Board of Directors. 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 of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws. A Director or committee member may participate in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director or committee member may vote as if physically present so long as a speaker is used at the meeting site so that the conversation of such person may be heard by all persons attending the meeting in person. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail. If mailed, the notice and agenda of the Board of Director's meeting shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. 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.

**5.11 Voting.** The acts approved by a Majority of the Voting Interests present at a Board meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws. A Director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers.

**5.12 Discharge of Duty.** A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (a) In good faith; (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) In a manner he or she reasonably believes to be in the best interests of the Association. In discharging his or her duties, a Director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

5.12.1 One or more officers or employees of the Association whom the director reasonably believes to be reliable and competent in the matters presented;

5.12.2 Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or

5.12.3 A committee of the Board of Directors of which he or she is not a member if the Director reasonably believes the committee merits confidence.

A Director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted above unwarranted. A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Article 5.12.

**5.13 Adjourned Board Meetings.** The majority of those Directors present may adjourn the Board meeting provided the date, time and place of the reconvened meeting is announced at the meeting, or a new notice is provided to each Director, and posted at the Condominium, setting forth the date, time, and place of the reconvened Board meeting. At any newly scheduled Board meeting, any business that might have been transacted at the Board meeting as originally called may be transacted.

**5.14 Joinder in Meeting by Approval of Minutes.** A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

**5.15 Presiding Officer.** The presiding officer at the Board of 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.

**5.16 Order of Business.** Except when waived by the President or chairperson of the Board meeting, if a quorum has been attained, the order of business at Board of Directors' meetings shall be, to the extent applicable:

- 5.16.1 Call meeting to Order
- 5.16.2 Proof of due notice of meeting;
- 5.16.3 Reading and disposal of any unapproved minutes;
- 5.16.4 Report of officers and committees;
- 5.16.5 Election of officers;
- 5.16.6 Unfinished business;
- 5.16.7 New business;
- 5.1.8 Adjournment.

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

**5.17 Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes as required by law. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

**5.18 Executive Committee; Other Committees.** The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors 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 to meet the Common Expenses of the Condominium, (c) to adopt or amend any Rules and Regulations governing the details of the operation and use of the Condominium Property, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

The Board of Directors 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 of Directors meetings. All other committees shall be exempt from the requirements of the Condominium Act and these Bylaws and 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 held to discuss personnel issues, or committee 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.

**5.19 Compensation and Reimbursement.** Directors shall not receive any compensation for acting as such; however, Directors may be reimbursed expenses reasonably incurred on behalf of the Association.

**ARTICLE 6. POWERS AND DUTIES.** The affairs and operation of the Association shall be managed by its Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration and operation 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 Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but not be limited to, the following:

6.1 Operating, maintaining, repairing and replacing the Common Elements, Limited Common Elements and Association Property.

6.2 Determining the Common Expenses required for the operation of the Condominium and the Association.

6.3 Collecting the Assessments for Common Expenses from Unit Owners.

6.4 Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

6.5 Adopting, rescinding 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 and Regulations, as provided in Section 15 of these Bylaws.

6.6 Maintaining accounts at depositories on behalf of the Association and designating the signatories therefor.

6.7 Purchasing, leasing or otherwise acquiring Units or other real or personal property, or use rights to same, or entering into contracts in the name of the Association, or its designee.

6.8 Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

6.9 Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

6.10 Obtaining and reviewing insurance for the Condominium Property.

6.11 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.

6.12 Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

6.13 Levying fines for violations of the Declaration of Condominium, Bylaws, Articles of Incorporation and the Rules, Regulations and restrictions established by the Association to govern the conduct of occupants at the Condominium. The Board of Directors may levy a fine against a Unit Owner, not to exceed the maximum amount permitted by law, for each violation by the Owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws, or Rules or Regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend 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 of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the Board has levied a fine shall be afforded an opportunity for hearing before an impartial committee after reasonable notice of not less than fourteen (14) days and said notice shall include:

6.13.1 A statement of the date, time and place of the hearing;

6.13.2 A statement of the provisions of the Declaration, Bylaws, or Rules and Regulations which have allegedly been violated; and

6.13.3 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 committee. The hearing shall be conducted before a committee of three (3) members appointed by the Board, none of whom may be officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of an officer, director or employee. If the committee, by Majority vote which may be taken by secret ballot, does not affirm the fine, it may not be levied.

The Unit Owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine, including but not limited to attendance at the hearing. Fines shall accrue interest and late fees in the same manner as Assessments. Any partial payments received by the Association toward the payment of a fine shall be first applied against attorney fees, then costs, then the unpaid fines.

6.14 Borrowing money when required or in connection with the operation, care, upkeep, repair



and/or maintenance of the Common Elements or the acquisition of property, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of at least a Majority of the Voting Interests shall be required for the borrowing of any sum in excess of Ten Thousand Dollars (\$10,000.00). If reasonably available from the bank or lender, any sum borrowed by the Board of Directors pursuant to the authority contained in this subparagraph (6.14) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his or her interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.

6.15 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 rules and maintenance, repair, and replacement of the Common Elements 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 Condominium Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

6.16 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 including reserves (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), 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.

6.17 At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable fees, charges and security deposits for such private use.

6.18 Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit

6.19 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.

6.20 Adopt procedures, hire personnel and install equipment and systems to provide for the protection and welfare of the Condominium, including, but not limited to, the right, but not the duty or legal obligation, to hire security, use FOBS or key cards, install security cameras, locks or motion sensors, all without the approval of the Unit Owners, regardless of whether such installations would otherwise constitute a material alteration of the Common Elements or Association Property. This includes the right to charge residents for FOBS, key cards and other items that are needed to provide security and safety for the Condominium.

**ARTICLE 7. EMERGENCY BOARD POWERS.** In the event of any "emergency" as defined in Section 7.7 below, the Board of Directors 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.

7.1 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.



7.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

7.3 During any emergency 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.

7.4 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

7.5 Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

7.6 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

7.7 For purposes of this Section 7 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:

7.7.1 A state of emergency declared by local civil or law enforcement authorities;

7.7.2 A hurricane warning;

7.7.3 A partial or complete evacuation order;

7.7.4 Federal or state "disaster area" status; or

7.7.5 A catastrophic occurrence, whether natural or man-made, 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.

An "emergency" also exists for purposes of this Section 7 during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, tornado, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.

## ARTICLE 8. OFFICERS.

**8.1 Executive Officers.** The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary. All officers shall be elected by the Board of Directors and may be peremptorily removed at any properly noticed Board 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 of Directors from time to time shall elect such other officers and assistant 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 an 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 an association and as may be required by the Board of 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, shall have custody of the corporate seal of the Association and shall affix it to instruments requiring the corporate seal when duly signed, 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 an association and as may be required by the Board of Directors or the President.

**8.5 Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Board of Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a Majority of the Board of Directors.

**8.6 Delegation.** The Board of Directors 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.

**8.7 Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed, as they existed during the time that the person was an officer.

**8.8 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**ARTICLE 9. COMPENSATION.** Neither Directors nor officers shall receive compensation for their services as such, and the Board of Directors shall be prohibited from employing a Director or officer as an employee of the Association and from contracting with a Director or officer for the management of the Condominium or for any other compensable service. Officers and Directors may be reimbursed for expenses reasonably incurred on behalf of the Association.

**ARTICLE 10. RESIGNATIONS.** Any Director or officer may resign his or her 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 timely 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 shall constitute an automatic resignation of such Director or officer without need for a written resignation. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

**ARTICLE 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 of Directors shall adopt a budget of Common Expense for the Condominium. 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, electronically transmitted or served on the Owners of each Unit not less than

fourteen (14) days before that Board meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications. Notice of the Board meeting at which the annual budget is to be considered must specifically state that Assessments will be considered and provide the estimated cost and description of the purposes of such Assessments.

**11.2 Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to operating expenses, the proposed budget 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. They 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 in such manner as is required from time to time in rules and regulations adopted by the Department of Business and Professional Regulation. These reserves must be funded unless the Members subsequently determine, by majority vote of the Members present in person or by proxy at a duly notice member 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 budget has been transmitted or mailed to the Unit Owners 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 use for another purpose is approved in advance by a Majority vote of the Members present in person or by proxy at a duly notice member meeting.

**11.3 Contingency Account.** 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 contingency accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements, or special projects. These contingency funds may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so funded shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

**11.4 Assessments; Installments.** Regular annual assessments based on an adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. (The Board may elect to collect assessments monthly in which event all references to "quarterly" shall be interpreted to read "monthly"). Written notice of each quarterly installment may be sent to the Members at least fifteen (15) 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 quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly 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 quarterly installment

**11.5 Special Assessments.** Special assessments may be imposed by the Board of Directors 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 Owners that the special assessment has been levied must contain a statement that a special assessment will be considered and provide the estimated cost and description of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law.

**11.6 Fidelity Bonds.** The President, Secretary and Treasurer, and all other persons who control or disburse funds of the Association shall be insured or fidelity bonded, which insurance or bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premium on such insurance policy or fidelity bonds is a Common Expense.

**11.7 Financial Reporting.** Within ninety (90) days after the end of a fiscal year, the Association shall



prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year, which includes a summary of the reserves and information as to whether they are being fully funded and if not a statement of the assessments which would be needed to bring them up to full funding. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand-deliver to each Member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the Member, without charge, upon receipt of a written request from the Member. Financial statements, whether it is a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement, shall be based on the Association's total annual revenues as provided in Section 718.111(13), Florida Statutes. The Board of Directors may elect to provide a greater level of financial review than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the Members may vote to reduce the level of financial reporting required by statute. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken and the following fiscal year.

**11.8 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors 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, in the State, as shall be designated from time to time by the Board of Directors 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 of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All funds shall be maintained separately in the Association's name. Provided, nothing herein shall restrict the Board of Directors from making prudent investments consistent with its fiduciary duty, which investments do not have to be insured or guaranteed.

**11.10 Collection — Interest; Administrative Late Fee; Application of Payments.** Assessments, fines or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law (currently, 18%) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the maximum amount permissible by law (currently, the greater of \$25 or 5% of each installment of the assessment for which payment is late). The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney fees incurred, and then to the oldest assessment due. Except as otherwise provided in the Florida Condominium Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statutes, as amended from time to time.

**11.11 Competitive Bids.** Pursuant to Section 718.3026(1), Florida Statutes, the Association shall obtain competitive bids for a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds five percent (5%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. The requirements of this Section shall not limit the ability of an Association to obtain needed products and services in an emergency and this Section shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The exceptions of Section 718.3026(2), Florida Statutes shall also apply.

**11.12 Official Records.** The official records of the Association shall be available for the inspection and copying of the Association's Unit Owners and their designated representatives in the manner provided in Section 718.111(12), Florida Statutes. The Association's Board of Directors may adopt reasonable rules regulating such inspection and copying.

**ARTICLE 12. ROSTER OF UNIT OWNERS.** Each Unit Owner shall file with the Association a copy of the deed or other document showing his or her ownership of 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 and shall waive in writing notice of such meeting.

**ARTICLE 13. PARLIAMENTARY RULES.** Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Declaration, the Articles, these Bylaws, or Rules and Regulations adopted from time to time by the Board of Directors to regulate the participation of Unit Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.

**ARTICLE 14. AMENDMENTS.** These Bylaws may be amended in the following manner:

**14.1 Notice.** A copy of the proposed amendment shall be included in or with the notice of a membership meeting at which a proposed amendment is to be considered.

**14.2 Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a Majority of the Board of Directors or by not less than twenty (20%) percent of the Voting Interests of the Association. After such proposal, membership approval of a proposed amendment must be not less than two-thirds of the Voting Interests of the membership represented in person or by proxy at any annual or special membership meeting, or by approval in writing by a Majority of the total Voting Interests of the entire membership without a membership meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains or has included with it the text of the proposed amendment.

**14.3 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. Said copy and certificate shall be recorded by the Association in the Public Records of Sarasota County, Florida. An amendment shall be effective when said documents are so recorded.

**14.4 Effective Date.** The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Sarasota County.

**14.5 Automatic Amendment.** These Bylaws may be amended by the Board of Directors, if necessary, to make the same consistent with the provisions of the Declaration of Condominium. Whenever Chapters 617 or 718, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations, are subsequently amended so that these Bylaws are inconsistent with the applicable law or administrative rules, the Board of Directors, without a vote of the Owners, may, but shall not be under a duty or obligation to, adopt by Majority vote of the Board, amendments to these Bylaws to make them consistent.

**ARTICLE 15. RULES AND REGULATIONS.** The Board of Directors may, from time to time, adopt, amend or add to Rules and Regulations governing the use of Units, Common Elements, Limited Common Elements, Association Property, and the operation of the Association. However, any Board-promulgated Rule or Regulation 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 of Directors to each Unit Owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable without being recorded in the public records.

**ARTICLE 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.



## **ARTICLE 17. MISCELLANEOUS.**

**17.1 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.

**17.2 Definitions and Interpretation.** Terms used in these Bylaws shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation, which shall be binding on all Members and involved parties

**17.3 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders.

**17.4 Severability.** In the event that any Section, clause, paragraph or other provisions of the Bylaws is deemed invalid, it shall be deemed severed and the remaining provisions shall remain valid and in full force and effect.

**ARTICLE 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 nonbinding 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.

**ARTICLE 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.

**ARTICLE 20. CERTIFICATE OF COMPLIANCE.** In accordance with Section 718.112(2)(l), Florida Statutes, a certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Condominium Units to the applicable fire and life safety codes.

**ARTICLE 21. UNIT OWNER INQUIRY.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board is only obligated to respond to one (1) inquiry per month pertinent to any particular Unit.