

Prepared by and return to:
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CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
CYPRESS STRAND, A CONDOMINIUM
AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION AND
AMENDED AND RESTATED BYLAWS OF THE CYPRESS STRAND
CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of Condominium for Cypress Strand, A Condominium, and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws for the Cypress Strand Condominium Association, Inc. (which Declaration was originally recorded at Official Records Book 1839 at Page 6287 et seq. of the Public Records of Manatee County, Florida) were approved at the membership meeting originally held on March 21, 2018 and which was reconvened on April 18, 2018, by not less than two-thirds (2/3rds) of the entire membership of the Board of Directors, and by not less than two-thirds (2/3rds) of the votes of the entire membership of the Association in the case of the Articles of Incorporation, by not less than a majority of the Board of Directors and not less than a majority of the voting interests of the entire membership of the Association in the case of the Declaration of Condominium and, by not less than a majority of the votes of the entire membership of the Association in the case of the By-Laws which is sufficient for adoption in all of the documents.

DATED this 18 day of April, 2018.

Witnesses: _____) CYPRESS STRAND CONDOMINIUM ASSOCIATION INC.

sign: *Joellen Winger*

By: *Hannelore Rose*
Hannelore Rose, President

print: Joellen Winger

sign: *Justin Thum*

print: Jesse Rutherford

sign: *Angelina Green*

Attest: *Philip Mucerski*
Philip Mucerski, Secretary

print: Angelina Green

sign: Kriste L. Gaudet
print: Kriste L. Gaudet

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18 day of April, 2018, by Hannelore Rose, as President of Cypress Strand Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC



sign Stephanie Tirado
print Stephanie Tirado
State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18 day of April, 2018, by Philip Mucenski, as Secretary of Cypress Strand Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC



sign Stephanie Tirado
print Stephanie Tirado
State of Florida at Large (Seal)

My Commission expires:

Prepared by and return to:
Jeremy V. Anderson, Esquire
Anderson & Givens, P.A.
P.O. Box 12613
Tallahassee, Florida 32308
(850) 692-8900 (Telephone)

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
CYPRESS STRAND, A CONDOMINIUM**

*[Substantial Rewording of Declaration of Condominium. See existing Declaration of
Condominium and amendments for present text.]*

**ARTICLE 1.
DEDICATION**

1.1 PROPERTY BOUND. That certain property in the County of Manatee, State of Florida, which property is more particularly described in **Exhibit "A"** attached hereto, has been submitted to Condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein "the Condominium Act"). The Condominium shall be known and identified as CYPRESS STRAND, A CONDOMINIUM (herein "the Condominium"). The street address for this Condominium is Bay Cedar Lane, Bradenton, Florida 34203. The original Declaration of Condominium was recorded at Official Records Book 1839, Page 6287 of the Public Records of Manatee County, Florida.

1.2 COVENANTS RUNNING WITH THE LAND. All the restrictions, reservations, covenants, conditions, easements and limitations of record and contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein, and shall be binding upon all Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tara, the Articles of Incorporation and the Bylaws of the Condominium Association, the Master Association, and the Tara Community Development District 1, all hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

ARTICLE 2. DEFINITIONS

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and Association Bylaws shall have the meanings stated in the Condominium Act (section 718.103, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation and Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. Where terms are not defined in the Condominium Act or the Condominium Documents, they shall be defined by the Association's Board, which may provide any reasonable definition of the term or may adopt any dictionary definition:

2.1 "ARTICLES OF INCORPORATION" means the Articles of Incorporation of the Association, which are attached hereto as **Exhibit "B."**

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

2.3 "ASSOCIATION" means CYPRESS STRAND CONDOMINIUM ASSOCIATION, INC., a Florida Not For Profit Corporation.

2.4 "BOARD" means the Board of Directors of the Association.

2.5 "BYLAWS" means the Bylaws of the Association, which are attached hereto as **Exhibit "C."**

2.6 "BUILDING(S)" means the roofed and walled structures that house the individual Condominium Units, including the fixtures, installations and additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Condominium Units as originally installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications. The definition of "Common" specifically excludes floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioning/heating equipment, water heaters and built-in cabinets contained within or appurtenant to an individual Condominium Unit.

2.7 "COMMON ELEMENTS" means the portions of the Condominium Property not included in the Units as provided by and in Article 3.6 of this Declaration. References to "Common Elements" include "Limited Common Elements" unless the context otherwise requires.

2.8 "COMMON EXPENSES" means all expenses properly incurred by the Association in the performance of its duties, including but not limited to: expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the Common Elements and of the portions of the units to be maintained by the Association; and expenses declared to be

Common Expenses by this Declaration of Condominium or by the Bylaws of the Association, and any valid charge against the property as a whole.

2.9 "COMMON SURPLUS" means the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits, and revenue over the amount of Common Expenses.

2.10 "COMMUNITY DEVELOPMENT DISTRICT" means the Tara Community Development District 1 which was established with an effective date of December 28, 1999, and is an independent local unit of special purpose government with all the powers conferred by Chapter 190, Florida Statutes.

2.11 "CONDOMINIUM" means that form of ownership of Condominium Property under which Units in the Condominium Buildings are subject to ownership by different Owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements.

2.12 "CONDOMINIUM DOCUMENTS" means this Declaration, the survey and plot plan, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.

2.13 "CONDOMINIUM PROPERTY" means and includes all lands that are subjected 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.

2.14 "DECLARATION OF CONDOMINIUM" means this Declaration of Condominium, as amended from time to time.

2.15 "GUEST" means any individual who is physically in or occupies a unit with the consent of an Owner without the payment of consideration of any kind.

2.16 "LEASE" means the granting by an Owner to an individual or individuals of a right to the temporary use of the Owner's Unit for a valuable consideration.

2.17 "LIMITED COMMON ELEMENTS" means the Common Elements which are reserved herein for the use of a certain Unit or Units to the exclusion of other Units and described in Article 3.7.

2.18 "MASTER ASSOCIATION" means the TARA MASTER ASSOCIATION, INC., the non-profit Florida corporation responsible for the maintenance, landscaping and other matters of common interest to residents of Tara.

2.19 "MASTER DECLARATION" means the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tara, as recorded in OR Book 1667, pages 5247 through 5327, Public Records of Manatee County, Florida, as amended from time to time.

2.20 "MEMBER" means and refers to any person, natural, or corporate, who is an Owner.

2.21 "OWNER" means a record Owner of legal title to a Condominium parcel.

2.22 "PRIMARY OCCUPANT" When legal title to a Unit is held in the name of a corporation, trust, other entity or in multiple names, one individual shall be designated by such title holder or holders and when approved for occupancy, as elsewhere provided, such individual shall be the Primary Occupant and shall be deemed the Owner for purposes of exercising rights under this Declaration and shall be responsible for meeting the obligations of an Owner.

2.23 "RULES AND REGULATIONS" means and refers to the administrative Rules and Regulations promulgated and adopted by the Board of the Association from time to time concerning the use and occupancy of the Condominium Property.

2.24 "SURFACE WATER MANAGEMENT SYSTEM FACILITIES" means those water management areas defined by Rule 40D04.021(5), Florida Administrative Code, and that system designed, constructed, or implemented to control discharges which are necessitated by rainfall events, providing for the drainage and management of surface water within the Condominium, as reflected in or contemplated by any environmental resource permit issued by the Southwest Florida Water Management District ("SWFWMD"). The Surface Water Management System may include, but is not necessarily limited to, lakes, ponds, swales, drainage ways, retention and detention ponds, inlets, ditches, culverts, water control structures, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

2.25 "UNIT" means a part of the Condominium which is subject to private, exclusive ownership as more fully set forth and defined herein.

2.26 "UTILITY SERVICES" shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, irrigation, and garbage and sewage disposal.

ARTICLE 3. DEVELOPMENT PLAN

3.1 SURVEYS. Legal descriptions and surveys of the land subject to this Declaration of Condominium and graphic descriptions of the improvements, and plot plans locating the improvements thereon, and floor plans identifying each Unit and the Common Elements and their relative locations and approximate dimensions are attached hereto, incorporated herein and marked **Exhibit "A"** (herein "the Plat").

3.2 PHASE DEVELOPMENT. The land submitted to the condominium form of ownership by this instrument is located in Manatee County, Florida, and is designated as Cypress Strand Phase 1 and Cypress Strand Phase 2. This is a residential, phased Condominium, having forty-seven (47) Buildings and one hundred eighty-eight (188) Condominium Units. All phases

shall be collectively known as CYPRESS STRAND, a Condominium, with each of the phases being sometimes designated and known as follows:

<u>Phase</u>	<u>Designation</u>
Phase 1	Cypress Strand, A Condominium Phase 1
Phase 2	Cypress Strand, A Condominium Phase 2

3.3 UNITS.

A. The improvements in Phase 1 consist of the following:

(1) Twenty-five (25) two-story Buildings designated as Buildings 1 through 25. Each Building contains a total of four (4) Units.

(2) Units on the ground floor each contain two (2) bedrooms and two (2) bathrooms. Units on the upper floor each contain two (2) bedrooms and two (2) bathrooms.

B. The improvements in Phase 2 consist of the following:

(1) Twenty two (22) two-story Buildings designated as Buildings 26 through 47. Each Building contains a total of four (4) Units.

(2) Units on the ground floor each contain two (2) bedrooms and two (2) bathrooms. Units on the upper floor each contain two (2) bedrooms and two (2) bathrooms.

C. The total number of Units in Phases 1 and 2, being the total Condominium, is one hundred eighty-eight (188).

3.4 UNIT BOUNDARIES.

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 graphically depicted in **Exhibit "A"** and which are more particularly described 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 perimetrical boundaries:

(a) Upper boundaries - in all Units located on the floors below the top floor of a Building, the upper boundary shall be the horizontal plane of the unfinished lower surface of the ceiling. In all Units located on the top floor, 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 lower boundary in all Units shall be the horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

(2) Perimetrical Boundaries.

(a) The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the outermost walls bounding the Unit, including the screened walls of the patio, extended to intersections with each other and with the upper and lower boundaries.

(b) 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.

(c) Exterior surfaces made of glass and other transparent material in the walls of the Unit, and all framings, casings and hardware therefore are excluded from the Unit.

(d) No part of the interior partition walls within a Unit shall be considered part of the boundary of a Unit.

(e) Included in the units are any patios, balconies and garages where shown within the Unit boundary on the attached Exhibits. The boundaries of the balcony, patio and/or garage shall be as follows:

All upper, lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the Unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the balcony and/or patio shall be borne by the Unit Owner of the Unit to which the balcony and/or patio is attached or connected. Each balcony which is a part of the Unit is for the exclusive use of the Owners of such Unit, provided, however, no Unit Owner shall paint or otherwise decorate or change the appearance of any exterior portion of the Condominium Building.

(f) Not included in the Units are all 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 Utility Services, heating, cooling or ventilation to other Units, Common Elements or the Limited Common Elements of other Units.

3.5 APPURTENANCES. There shall pass with a Unit as appurtenances thereto the following:

A. An undivided fractional share in the Common Elements and Common Surplus, as provided for elsewhere in this Declaration.

B. The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as limited Common Elements.

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated.

D. Non-exclusive easements, to be used and enjoyed in common with the Owners of all Units in the Condominium, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including without limitation, easements for the furnishing and maintenance of public Utility Services to all parts of the real property of the Condominium over, across, in and through the land, Buildings and other improvements, as the fixtures and equipment therefore now exist and/or may be modified or relocated.

E. The non-exclusive right of ingress and egress over streets, walks, rights-of-way serving the Units of the Condominium as part of the Common Elements necessary to provide reasonable access to the public ways.

F. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Owner or Owners, including without limitation, encroachments caused by or resulting from the original construction of improvements which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

G. An exclusive easement for the use of the area of land and air space occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the Owner of the Unit, as the same exist in and on the Building, as shown on the attached Exhibits, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

H. A perpetual easement for ingress and egress to and from their Units over and upon stairs, terraces, balconies, walks and other Common Elements intended for such purposes.

I. The right to membership in the "Association", upon the terms and conditions set forth elsewhere herein.

3.6 COMMON ELEMENTS. Common Elements means all portions of the Condominium Property not included within the Units, and includes without limitation the following: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services, heating and cooling and/or ventilation to other Units, Common Elements and the Limited Common Elements of other Units; and (2) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and (3) installations for the furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; (5) fixtures owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium; and (6) any easements on property outside the property described in the survey in **Exhibit "A,"** provided such easements are for the benefit of the Condominium Property.

Common Elements also includes: All tangible personal property used for the enjoyment of Owners or for maintenance of other Common Elements; and any other portions of the Condominium designated as Common Elements by this Declaration or an amendment hereto.

3.7 LIMITED COMMON ELEMENTS. The Limited Common Elements of the Condominium are those Common Elements which are reserved herein for the use of a certain Unit or Units to the exclusion of other Units as follows:

A. **Air Conditioning Equipment.** Air conditioning equipment located outside a Unit which serves only one (1) Unit shall be a Limited Common Element to the Unit which it serves and the maintenance of said equipment shall be the responsibility of the Owner thereof.

B. **Side Landscaped Areas.** The area of the Condominium Property located immediately between two (2) adjacent buildings shall be deemed limited common elements of the two (2) immediately abutting upper and lower Units in each building (herein "Side Landscaped Area(s)"). As depicted on Exhibit "D", each Side Landscaped Area begins ten (10) feet in front of the furthest front corners of the two (2) adjacent buildings and runs fifteen (15) feet past the rear corners of the two (2) adjacent buildings. The Side Landscaped Areas are maintained by the Association and may include sod and other landscaping improvements as determined by the Board from time-to-time. In instances, when building is an end building and does not abut another building, the Side Landscaped area described above applies, except that it shall only extended ten (10) feet outward from the furthest side wall of the building.

To best protect and preserve the Side Landscaped Areas from damage caused by unnecessary pedestrian and pet traffic, no person or pet shall access, walk or otherwise make any use of any portion the Side Landscaped Areas, including for access to the rear of the Condominium Buildings. Notwithstanding anything to the contrary, Association vendors and contractors providing service the Side Landscaped Areas or to other parts of the Condominium Property may access, walk or otherwise use the Side Landscaped Areas. Further, Unit Owners and

their vendors and contractors may utilize the limited common element Side Landscaped Area assigned to their Unit when necessary for Unit maintenance under Article 5 of this Declaration.

C. **Unit Buffer Area.** In order preserve tranquility and to provide for reasonable privacy at the rear of Units, the upper and lower Units in each building shall be assigned as a limited common element a "Unit Buffer Area" immediately to the rear of their building. This Unit Buffer Area extends fifteen (15) feet from the rear of the building as depicted on Exhibit "D". No person or pet shall access, walk or otherwise make any use of any portion the Unit Buffer Areas. Notwithstanding anything to the contrary, Association vendors and contractors providing service the Unit Buffer Areas or to other parts of the Condominium Property may access, walk or otherwise use the Unit Buffer Areas. Further, Unit Owners and their vendors and contractors may utilize the limited common element Unit Buffer Area assigned to their Units when necessary for Unit maintenance under Article 5 of this Declaration.

**ARTICLE 4.
PERCENTAGE OF OWNERSHIP OF THE COMMON
ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS**

4.1 OWNERSHIP OF COMMON ELEMENTS.

A. Each of the Owners of the Condominium shall own an undivided 1/188th interest in the Common Elements.

B. The fee title to each Condominium Parcel shall include both the Condominium Unit and the above described undivided interest in the Common Elements, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

4.2 COMMON EXPENSES AND SURPLUS.

A. The Common Expense and Common Surplus of the Condominium shall be shared by the Owners in the same proportion of their fractional ownership of the Common Elements.

B. Any Common Surplus of the Association shall be owned by each of the Owners in the same proportion as their fractional ownership interest in the Common Elements, any Common Surplus being the excess of all receipts of the Association from this Condominium over the amount of the Common Expenses of this Condominium.

**ARTICLE 5.
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

5.1 BY THE ASSOCIATION. The Association is responsible for the protection, operation, 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 the Owner as provided in Article 5.2). The cost is a Common Expense. The Association's responsibilities include, without limitation:

A. All portions of a Unit contributing to the support of the Unit Building, except interior surfaces, which portions shall include but not be limited to load-bearing walls.

B. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the Condominium other than the Unit within which contained.

C. Any fire suppression or extinguisher services and monitoring for the Condominium Property deemed necessary by the Board or by law.

D. Any pest control or pest monitoring services for the Condominium Property deemed necessary by the Board.

E. The exterior portions of all Buildings, including windows, shall be maintained and cleaned by the Association at such intervals as the Directors determine to be appropriate.

F. The Association shall be responsible for the maintenance of the Limited Common Elements surrounding each Condominium Building as described in Article 3.7 of the Declaration.

5.2 BY THE OWNER. The Owner's responsibilities include, without limitation:

A. To maintain, repair and replace at his expense all portions of his Unit and all contents and improvements therein, except the portions to be maintained, repaired and replaced by the Association.

B. Except as otherwise provided herein, no Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit Building. The Owner shall be responsible for outside screen repair.

C. To maintain air conditioning drain lines serving only the Unit, which such maintenance shall be limited to keeping the drain lines free and clear of clogs and other debris and build up.

D. To replace, within twelve (12) months of the adoption of this amended Declaration, all plastic hoses or metal hoses containing plastic fitting on the following items:

washer, dishwasher, refrigerator, ice machine, sinks and toilets with burst resistant hoses with metal fittings. It is the intent that plastic hoses and metal hoses containing plastic fittings shall be prohibited twelve (12) months after the adoption of this amended Declaration.

E. To maintain at all times the waterproofing of all Unit showers and baths.

F. Each Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

5.3 ALTERATION OF COMMON ELEMENTS AND ASSOCIATION PROPERTY

A. **COMMON ELEMENTS.** A material alteration or improvement to the Common Elements by the Board of Directors which requires the expenditure of Association funds may be made without the prior approval of a majority of the Unit Owners voting, in person or by proxy, at a meeting held for such purpose so long as the material alteration or improvement does not exceed twenty-five thousand dollars (\$25,000.00). The requirement of prior approval of the Unit Owners does not apply to any maintenance, repair, replacement, preventative maintenance, compliance with a government order, or for security and/or safety measures.

B. **ASSOCIATION PROPERTY.** The Board of Directors may materially alter or substantially improve the Association Property without prior Unit Owner approval so long as the material alteration or substantial improvement does not exceed ten thousand dollars (\$10,000). Expenditures exceeding ten thousand dollars (\$10,000.00) shall require the prior approval of a majority of the Unit Owners voting, in person or by proxy, at a meeting held for such purpose.

5.4 ALTERATIONS OF AND IMPROVEMENTS TO UNITS. Neither an Owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

Unless the Owner(s) shall first submit plans for such work to the Board, and the Board, by majority vote shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the Owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior Unit or Building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with white or off-white colored material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or Building, any screens or glass, or any storm or hurricane shutter or awning or any protective or decorative panel,

paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or Building so that it thereby differs in appearance from any other Unit or portion of the Building.

5.5 STORM SHUTTERS. Notwithstanding any provision set forth hereinabove to the contrary, the Board of the Association shall adopt and approve a model, style and color of storm shutter as a standard storm shutter for use in the Condominium. Such storm shutter shall be of the type and design which is affixed directly over a door or window opening. No storm shutter except of the standard model, color and style adopted by the Board shall be used in or upon the Condominium.

5.6 LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to the Owners for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons, unless the Association has insurance to cover said injury or damage, and in that case the liability limitation set forth herein shall not apply to the extent of the coverage provided by said insurance.

5.7 RIGHT OF ACCESS. The Association shall have an irrevocable right of access to each Unit at reasonable hours as may be necessary to perform any obligation under this Declaration or state law and for the maintenance, repair, inspection or replacement of any Common Elements therein, or accessible therefrom, or at any hour for making emergency repairs necessary to prevent damage to the Common Elements, the Unit or to another Unit. Each Unit Owner shall provide a working Unit key and/or code access to the Association. The Board of Directors shall adopt a Unit Key and Access Code policy providing for: 1) reasonable notice; 2) a key and code use and storage procedure, and 3) a protocol for Unit entry. It is the intent of the Board of Directors to schedule Unit entry in advance as practicably as possible to avoid the Association's need to enter into a Unit and/or to utilize Unit keys or code access.

5.8 FAILURE TO MAINTAIN. Upon an Owner failing to maintain his or her Unit as described in this Article 5, and after at least twenty (20) days' written notice by the Association regarding such failure to maintain, the Association may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Owner, or the Association may bring an action at law or in equity. Such entry by the Association or its agents shall not be a trespass and by acceptance of a deed for a Unit, such party has expressly given the Association the continuing permission to do so, which permission may not be revoked. The costs incurred for the Association making such improvements or corrections shall be considered a special Assessment for which the Association has lien rights under Article 6.4 of this Declaration of Condominium.

**ARTICLE 6.
ASSESSMENTS**

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect Assessments against the Owners of all Units. The following provisions shall govern the making, levying and collecting of such Assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association:

6.1 ESTABLISHMENT. The Association, through its Board, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. If required by the Tara Master Association the Assessments shall also include the Assessment levied by the Master Association for the particular Unit. Each Owner, by his acceptance of the Deed for his Unit, is deemed to covenant and agree to pay to the Association, as part of his Assessment the Assessments levied by the Master Association in accordance with the terms of the Master Declaration. The Assessments shall include monies required for the payment of hazard and liability insurance premiums.

6.2 TIME FOR PAYMENT. The Assessment levied for each Unit shall be payable quarterly on January 1, April 1, July 1, and October 1, of each year, or for such other periods and on such other dates as shall from time to time be fixed by the Board.

6.3 INTEREST AND LATE CHARGE, APPLICATION OF PAYMENTS. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association may also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the Assessment or special Assessment or for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the Assessment or special Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

6.4 LIEN FOR ASSESSMENTS. The Association shall have a lien on each Unit to secure the payment of unpaid Assessments and special Assessments which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. No such lien shall continue for a period longer than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such lien shall be executed and recorded in the Public Records of Manatee County, Florida, and perfected as provided by Section 718.116(5), Florida Statutes. A claim of lien for Assessments or special Assessments shall be foreclosed in the same manner as a mortgage

on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid Assessments or special Assessments without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorneys' fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

A. The liability for Assessments or special Assessments may not be avoided by waiver of the use or enjoyment of any Common Element, Association Property, or the abandonment of the Unit for which the Assessments are made.

B. An Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and/or special Assessments which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title of the Unit. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

ARTICLE 7. THE ASSOCIATION

7.1 AUTHORITY. Operation of the Condominium shall be by CYPRESS STRAND CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as **Exhibit "B."** A copy of the Association Bylaws are attached hereto as **Exhibit "C."**

7.2 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 Owners.

7.3 MEMBERSHIP. Each Owner shall automatically be a Member of the Association, and said membership shall terminate when he or she no longer owns a Unit or any interest therein, as more particularly set forth in the Articles of Incorporation and Bylaws.

7.4 VOTING RIGHTS. Each Unit shall be entitled to one (1) vote at meetings of the Association membership. Votes shall be cast as provided in the Bylaws.

7.5 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The shares of Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

7.6 LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain, replace, and repair parts of the Condominium Property and facilities, the Association shall not be liable to any Owners for injury or damage caused by a latent condition of the property to be maintained, replaced and repaired by the Association, or caused by the elements or by other Owners or persons.

7.7 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever a decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast a vote of such Owner in an Association meeting, unless the joinder of record Owner is specifically required by this Declaration.

ARTICLE 8. INSURANCE

Insurance policies obtained by the Association shall name the Association and the Association, as agent for Owners, as the insured. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

8.1 DUTY AND AUTHORITY TO OBTAIN. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is otherwise authorized to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association, its officers, directors, and employees and the Owners and their mortgagees. The named insured shall be the Association, individually, and as agent for the Owners without naming them and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements or memorandum of insurance for such mortgagees. The Owner(s) of each Unit shall, at the expense of such Owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses.

8.2 REQUIRED COVERAGE. The Association shall purchase and carry insurance coverage as follows:

A. CASUALTY INSURANCE. Casualty insurance covering all of the Buildings as that term is defined herein, in an amount equal to the maximum insurable replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of the Association; such insurance to afford protection against:

(1) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement.

(2) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use, to the Buildings of the Condominium including without limitation vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

B. PUBLIC LIABILITY INSURANCE. Public Liability insurance in such amounts, with such coverage and in such forms as shall be determined by the Board of the Association to be reasonable to protect the Association and the Owners of all Units, including without limitation, insurance for hired automobile, non-owned automobiles, off-premises liability, water damage and legal liability, with severability of interests endorsements to provide liability protection for all Owners as a group, and for each Owner's individual interest.

C. WORKMEN'S COMPENSATION INSURANCE. Workmen's Compensation insurance to meet the requirements of law.

D. FLOOD INSURANCE. Flood Insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on units.

E. FIDELITY BONDING. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

8.3 OPTIONAL COVERAGE. The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit. Directors liability insurance may be obtained as an Association expense.

8.4 PREMIUMS. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying, out the provisions of this Article, shall be assessed against and collected from the Owners as Common Expenses.

8.5 ASSURED. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the Owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Owners, with authority

to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property, subject only to the restrictions contained below.

8.6 INSURER. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

8.7 INSURANCE TRUSTEE; SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as Trustee. The duty of the trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the trustee:

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

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

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

(2) When the Condominium Building is not to be restored and the condominium is being terminated an undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

C. **MORTGAGEES.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and the 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 distributions of such proceeds made to the Owner and mortgagee pursuant to the provisions of this Declaration.

8.8 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

A. EXPENSE OF THE TRUST. All expenses of the trustee shall be paid first or provisions made for such payment.

B. RECONSTRUCTION OR REPAIR. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittance to Owners and their mortgagees 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.

C. FAILURE TO RECONSTRUCT OR REPAIR. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittance to Owners and their mortgagees 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.

8.9 ASSOCIATION AS AGENT. The association is irrevocably appointed agent for each Owner and for each owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium property to adjust all claims for property damage less than twenty-five thousand dollars (\$25,000.00) arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims. The Association is likewise irrevocably appointed agent for each Owner and for each Owner of any other interest in the Condominium Property to adjust all claims for property damage in excess of twenty-five thousand dollars (\$25,000.00) arising under insurance policies purchased by the Association. However, for all such claims in excess of twenty-five thousand dollars (\$25,000.00), the Association shall be authorized to execute and deliver releases and to settle claims for the Owners and for the owners of any other interest in the Condominium Property only when the Association has the consent of all affected mortgagees. This provision shall not be construed to confer upon the Association any authority with regard to any claims which an Owner may have for personal injury.

ARTICLE 9.
RECONSTRUCTION OR REPAIR AFTER CASUALTY

9.1 Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

A. COMMON ELEMENT. If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

B. UNIT BUILDING.

(1) **Lesser Damage.** If the damaged improvements are to a Unit Building and if Units to which fifty percent (50%) of the Common Elements are appurtenant are found by the Board of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

(2) **Major Damage.** If the damaged improvements are to a Unit Building and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the Owners of two-thirds (2/3rds) of the Common Elements agree in writing to such reconstruction or repair.

9.2 PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of the Association, and if the damaged property is the Unit Building, by the Owners of not less than two-thirds (2/3rds) of the Common Elements, including the Owners of all damaged Units, which approval shall not be unreasonably withheld.

9.3 RESPONSIBILITY. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Owner, then the Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 ESTIMATES OF COSTS. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 PAYMENT OF RECONSTRUCTION COSTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, each Owner shall be responsible for payment of its pro-rata share of such costs. The cost of construction, reconstruction and repair occasioned by special improvement made at the request of any particular Owner and not common to other Units shall be payable by that Owner.

ARTICLE 10. USE RESTRICTIONS

In order to provide for congenial occupancy of the Condominium Property and to better protect the values of the Units, the use of the Condominium Property and Units shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

10.1 UNITS. Each of the Units shall be occupied overnight by no more than six (6) adults at any one time. No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred, except as a complete Unit. The Units shall be used as a residence and for no other purpose. No trade or business may be conducted in any Unit or on the Common Elements, except that a Unit Owner, tenant or other Unit occupant may have a home office within the Unit so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the Condominium Property; (3) the business activity does not involve persons coming on the Condominium Property who do not reside in the Property or door-to-door solicitation of residents of the Condominium Property; and (4) the business activity is consistent with the residential character of the Condominium Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium Property, as may be determined in the sole discretion of the Board.

10.2 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners.

10.3 LAKES. No swimming, fishing, boating, rafting or other recreational activities shall occur in any lake located on the Condominium Property.

10.4 NUISANCE. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance, discomfort or embarrassment to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property.

10.5 OBSERVANCE OF LAWS. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be that of those responsible for the maintenance and repair of the property concerned.

10.6 LEASING. After approval by the Association elsewhere required, entire Units may be rented provided the occupancy is only by the lessee and his family, his servants and guests. No lease shall be for a period of less than thirty (30) days. An Owner may not lease a unit for more than twelve (12) separate leases or rentals during any one calendar year. A Unit shall not be leased for a period of twelve (12) months following the acquisition of the Unit (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer. If a lease is already in force at the time of transfer, the twelve (12) month lease prohibition shall begin at the conclusion of the lease term. A Unit acquired by

the Association by foreclosure of a lien for delinquent Assessments or by a deed in lieu of such foreclosure is exempt from this restriction. A Unit acquired by a mortgage of a Unit by mortgage foreclosure or by deed in lieu of such foreclosure is exempt from this restriction.

A. Also, no Unit may be leased if its Owner is delinquent in any Assessment payment or other monetary obligation due the Association unless Owner agrees in writing that all rent shall be made payable directly to the Association to satisfy all unpaid Assessments and related interest, late fees, costs and attorney's fees, due at the time of Association approval of the lease and if a delinquency recurs then subsequently during the term of the lease or any extension or renewal thereof, with an assignment to the Association of all rights of the Owner to collect such rent.

B. Each lease or rental of a Unit shall be in writing and shall include, or if it does not shall be deemed to include, the following provisions:

The parties hereto agree that Cypress Strand Condominium Association, Inc. (the "Association"), shall be a third-party beneficiary to this agreement and that the tenant/lessee/occupant of the Unit may be required to pay the rental payments set forth in this agreement directly to the Association in the event the landlord/lessor/owner is delinquent in the payment of regular or special assessments to the Association. The rental payments shall be used by the Association to bring the delinquent assessments current and shall be applied to all sums due (including assessments, interest, late fees, costs and attorney's fees) in accordance with Chapter 718, Florida Statutes, as may be amended from time to time. The parties agree that the tenant/lessee/occupant, upon receiving written notice (hereinafter referred to as "notice") from the Association by hand delivery or certified mail, return receipt requested, shall make all rental payments to the Association until the delinquent assessments have been satisfied. The Association shall hand deliver or mail by certified mail, return receipt requested, a copy of the notice to the landlord/lessor/owner at the last known address of the landlord/lessor/owner. In the event the Association is required to file an action against the landlord/lessor/owner or tenant/lessee/occupant to collect the rent or otherwise enforce the terms of this provision, the prevailing party shall be entitled to its attorneys' fees and costs incurred both at trial and the appellate levels.

10.7 PETS. Each Owner, with approval of the Board, may keep fish and up to two (2) domesticated pets (cats or dogs only) in a Unit. No domesticated pet shall weigh more than twenty-five (25) pounds at maturity. All pets approved shall be maintained and controlled so as not to violate any ordinances or regulations of any controlling governmental body. All pets shall be leashed when outside of a Unit. In the event that any pet kept on the premises shall constitute a nuisance in the opinion of a majority of the Board, then the Owner, when so notified in writing, shall be required to immediately remove said pet from the premises. If an Owner fails to remove a pet, after notice by the Board, the Board shall have the right to obtain an Order from the Court to this effect and all costs incurred in obtaining such Order, including attorney fees, shall be

payable by the offending Owner. The Board shall be permitted to adopt additional Rules governing the keeping of pets on the Condominium Property.

10.8 NOTHING TO BE ERECTED UPON BUILDING OR COMMON ELEMENTS.

No signs, flags, advertisements or notices of any type shall be erected upon the Common Elements; no screen or glassing shall be added to the porches of the Units; and no exterior antennas or aerials shall be erected upon the Units or the Common Elements except as described below; provided, however, the Board in their regulations may vary this restriction regarding signs, flags, advertisements, or notices. With the prior written approval of the Board, the lanai may be enclosed by glass, provided the outside screening remains in place and the proposed glass enclosure conforms to any Board adopted standards.

10.9 TELEVISION AND OTHER OUTDOOR ANTENNAE.

A. **Common Elements.** No television, radio, satellite, or other antenna or satellite system may be erected, attached or installed on the Common Elements without the prior written approval of the Board of Directors. Certain television, satellite, or other antenna systems may be erected, attached or installed on the Common Elements subject to compliance with the following requirements:

1. **Permitted Antennae.** Permitted antennae (collectively hereinafter referred to as "antennae") include: direct broadcast satellite dishes (DBS) that are one meter (39 inches) or less in diameter; multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter of diagonal measurement. Permitted antennae shall be the manufacturer's original color. Permitted antennae shall be erected on the Common Element ground as indicated below. Attachment to a Building is prohibited. Poles, rods, stands or other devices used for the purpose of extending Permitted Antennae are subject to Board regulation. No mast, antenna or similar structure for the transmitting or receiving of am/fm radio, amateur radio or any other form of radio communication shall be permitted to be erected, attached or installed on the Common Elements.

2. **Antennae Location.** Permitted antennae shall only be erected, attached or installed on the Common Element ground at the rear of the Unit. If the area of permitted placement specified above does not permit the Unit Owner an acceptable quality signal because the signal is blocked by trees located on the Condominium Property, the Board of Directors may, at its discretion and at the sole cost of the Unit Owner, remove any portion of a tree, subject to any permitting requirement, which it determines to be interfering with the Unit Owner's reception of an acceptable quality signal.

B. **Limited Common Elements or Within Unit.** Unit Owners may erect, install or attach direct broadcast satellite dishes (DBS) that are one meter (39 inches) or less in diameter; multi-channel, multi-point distribution service devices (MMDS) that are less than one meter (39 inches) in diameter of diagonal measurement (collectively hereinafter referred to as "antennae") in areas in which the Unit Owner has exclusive control (i.e. Limited Common Elements of the Unit and within Unit and to the exclusion of all other Units). No mast, antenna or

similar structure for the transmitting or receiving of am/fm radio, amateur radio or any other form of radio communication shall be permitted to be erected, attached or installed in areas in which the Unit Owner has exclusive control.

C. Compliance with Requirements. To safeguard the safety of the Unit Owners, occupants of the residence in which antennae is erected, attached or installed, neighboring Unit Owners, and other Unit Owners and persons residing in the Condominium, it shall be the obligation of the Unit Owner to comply with all applicable local, state and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the antennae, if any, installing the antennae away from power lines and other potentially dangerous areas, installing and using the antennae in accordance with safety recommendations and requirements of the antennae manufacturer, and in accordance with the customs and standards for the antennae industry, including compliance with electrical code requirements to properly ground the antennae, and installation requirements to properly secure the antennae and hiring licensed contractors with sufficient expertise and adequate insurance to protect their work (if installing the permitted antennae on the common elements).

D. Application and Approval or Other Standards. The Board of Directors may adopt an application and review policy for antennae installation to the extent permitted by state or federal law.

10.10 SEASONAL DECORATIONS, LAWN ORNAMENTS, SECURITY SIGNS, AND FLOWER POTS. Seasonal decorations, lawn ornaments, and security signage is subject to regulation of the Board.

10.11 OUTDOOR GRILLS. The use and storage of outdoor grills and other cooking devices shall only be used in accordance with all applicable laws and in accordance with any Board adopted Rule.

10.12 RENTAL OF COMMON ELEMENT FACILITIES. The Board may charge a fee for the exclusive rental of the Clubhouse. The Board may further regulate the use and rental of the Clubhouse by Board adopted Rule.

10.13 VEHICLES. Only passenger automobiles, sport utility vehicles, passenger vans, trucks, golf carts and personal transportation devices that do not exceed eighteen feet (18') in length are permitted to be parked on Condominium Property overnight. Commercial vehicles, campers, motor homes, trailers, motorcycles (two and three wheeled), boats, and boat trailers are prohibited from parking on the Condominium Property overnight. All vehicles (with the exception of golf carts) shall maintain current registration and license plates and shall be road operable, unless kept within a garage. A commercial vehicle is defined as a truck, pick-up, van or other vehicle with lettering or signs on the vehicle, or vehicles that contain visible tools, tool boxes, ladders, racks or other equipment used for commercial trade. Vehicle repair or maintenance shall be prohibited on all portions of the Condominium Property. Parking of vehicles on the grass, the street, or anywhere within the Condominium Property other than in designated parking areas or garages is prohibited.

Any vehicle which is parked in violation of this Section may be towed, at the discretion of the Board of Directors, without prior or written notice.

10.14 PROHIBITION OF PERSONS CONVICTED OF CERTAIN FELONIES. It shall be a violation of this Declaration for a Unit to be acquired for ownership (whether in whole or in part), leased, owned, or occupied at any time for any duration by any person convicted (either via an adjudication of guilt or a withhold of adjudication) felony drug trafficking, robbery, murder, sexual battery, child molestation, rape or their equivalent under federal or state laws. It shall also be a violation of this Declaration for any ownership or leasehold interest in a Unit to be provided in any manner to any such person. Notwithstanding any requirement in this Declaration that the Association provide an alternative purchaser for the transfer of a Unit, the Association shall not be responsible for providing an alternative purchaser if the requested approval is denied because the person acquiring or being provided ownership of the unit is convicted of any of the enumerated crimes listed herein.

10.15 WELL-KEPT CONDITION. Each owner or occupant shall maintain his or her Unit in good condition and repair, and each owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Unit. Patios, porches, lanais and entry areas shall be kept in a clean and well-kept condition at all times and free of unsightly object and used only for the purposes intended and shall not be used for storage of household goods, hanging of garments or other objects, or for cleaning of rugs or other household items.

10.16 DUAL USE PROHIBITION. Unit Owners who rent or lease their Units waive their rights and privileges enjoyed as a resident Owner in favor of the renter or lessee, and may not use the common elements during the rental or lease period, except as a guest of their tenant or another Unit Owner. However, they still reserve the right to attend official Condominium Association meetings and exercise their right to vote.

10.17 OWNERSHIP BY BUSINESS ENTITIES PROHIBITED/LIMITATION ON NUMBER OF UNITS OWNED. Subsequent to the adoption of this Amended Declaration no business entity of any kind shall be permitted to own a Unit or any interest therein. Business entities owning a Unit on the recording of this Declaration shall not be affected, except that they may not purchase any additional Units after the recording of this Declaration. No person or Trust shall be permitted at any time to own more than two (2) Units after the recording of this amendment. Persons or Trusts owning more than two (2) Units after the recording of this Declaration shall not be affected, except that they may not purchase any additional Units. The limitations stated in this Article 10.17 shall not apply to the Association or to mortgagees that take title to a Unit through foreclosure or by a deed in lieu of foreclosure.

10.18 OCCUPANCY. In no event shall permanent occupancy exceed two (2) persons for each bedroom. Notwithstanding the above, total occupancy may not exceed six (6) adults per Unit when temporary guests are visiting. Temporary guests shall be defined as individuals gratuitously residing in a Unit at the request of the Unit Owner for not more than fourteen (14) consecutive

days or a total of forty-five (45) days in a calendar year. Persons residing within a Unit for more than fourteen (14) consecutive days or a total of forty-five (45) days in a calendar year shall be considered tenants and shall comply with the restrictions set forth in Article 11.5 hereof for leasing.

10.19 RULES AND REGULATIONS. Additional Rules and Regulations concerning the use of the Condominium Property and Unit Access may be made and amended from time to time by the Board of the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Condominium upon request. Each Owner shall abide by the regulations so promulgated.

ARTICLE 11. TRANSFER, SALE, OR LEASE OF A UNIT

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Condominium Units, the transfer, sale, or leasing of a Unit by an Owner shall be subject to the following provisions:

11.1 FORMS OF OWNERSHIP.

A. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

B. **Co-ownership.** Co-ownership of Units may be permitted. If the co-owners are other than spouses, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section.

C. **Ownership By Trust.** A Unit may be owned in trust, if approved in the manner provided for other transfers of title. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short term transient accommodations for several individuals or families. The approval of a Trust as an Owner shall be conditioned upon the designation of one natural person to be the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section.

D. **Life Estate.** A Unit may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the occupancy of the Unit shall be as if the life tenant were the only Owner. If there is more than one life tenant, their occupancy and voting rights shall be determined in the same manner as if the life tenants were co-owners of the Unit. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest

shall be jointly and severally liable for all Assessments and charges against the Unit. If there is more than one life tenant, any one of them may act for all.

11.2 TRANSFERS SUBJECT TO APPROVAL.

A. Sale. No Owner may dispose of a Unit or any interest in a Unit by sale without approval of the Association except that no approval shall be required if the sale is to another Owner; or is a sale in connection with a mortgage foreclosure (or the acceptance of a deed in lieu of foreclosure); or is the sale by the mortgage holder or other party who acquired the Unit in connection with the foreclosure or deed in lieu of foreclosure.

B. Gift. If any Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

C. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board.

D. Approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of his or her death, or was related to the Owner by blood or adoption within the first degree.

E. Other Transfers. If any Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Association.

11.3 APPROVAL BY ASSOCIATION. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

A. Notice to Association.

(1) **Sale or Gift.** An Owner intending to make a bona fide sale or gift of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser or donee, and such other information as the Association may reasonably require. In the case of a sale, notice, at the Owner's option, may include a demand by the Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) **Devise or Inheritance; Other Transfers.** Any Owner who has obtained his title by devise, inheritance, or by any other manner not previously considered shall give to the Association notice of the acquiring of his title, together with such information concerning the Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

(3) **Failure To Give Notice.** If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

(1) **Sale or Gift.** If the proposed transaction is a sale, or gift, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Failure to disapprove within said thirty (30) day period shall be deemed to be the equivalent of approval. If approved, the approval shall be stated in a certificate executed by any officer of the Association, which shall be recorded in the public records at the expense of the purchaser.

(2) **Devise or Inheritance; Other Transfers.** If the Owner giving notice has acquired his title by devise, inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by any officer of the Association, which shall be recorded in the public records at the expense of the Owner.

11.4 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed in the following manner:

A. Sale or Gift. If the proposed transaction is a sale or gift, and if the notice of sale given by the Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Owner must sell the Unit upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by any officer approving the purchaser shall be recorded in the public records at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records at the expense of the purchaser. If the selling Owner defaults or unreasonably delays the procedure, the Association shall be relieved of all obligation to furnish a purchaser, and the alternate purchaser may abandon the transaction or seek specific performance or damages from the selling Owner.

B. Devise or Inheritance; other Transfers. If the Owner giving notice has acquired his title by devise, inheritance, or in any other manner, then within thirty (30) days after receipt from the Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Owner must sell the Unit upon the following terms:

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

(2) The purchase price shall be paid in cash.

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

(4) A certificate of the Association executed by any officer approving the purchaser shall be recorded in the public records at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been

approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records at the expense of the Owner. If the selling Owner defaults or unreasonably delays the procedure, the Association shall be relieved of any obligation to furnish a purchaser, and the alternate purchaser may abandon the transaction or seek specific performance or damages from the selling Owner.

11.5 LEASING OF UNITS. All leases of Units must be in writing. An Owner may lease only his entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee shown on the lease must be one natural person.

A. Procedures.

(1) **Notice.** An Owner intending to lease his Unit shall give to the Association written notice of such intention at least twenty (20) days prior to the proposed transaction, together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The notice shall be by application as provided in Article 11.5 A (5) of this Declaration.

(2) **Approval.** After the required notice and all information requested has been provided, the Board shall approve or disapprove the proposed lease within twenty (20) days. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(3) **Disapproval.** Approval of the Board shall be withheld only if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board cannot approve a lease of a Unit when the payment of Assessments for that Unit is delinquent.

(4) **Failure To Give Notice.** If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days' notice, without securing consent to such eviction from the Owner.

(5) **Application Form.** Applications for authority to lease shall be made to the Board on such forms and include such terms as the Board may, from time to time, provide.

(6) **Committee Approval.** The Board may, by resolution, delegate its approval powers to a committee, which shall consist of at least three (3) Members, to an individual Director or to Management.

B. Term of Lease and Frequency of Leasing. No Unit may be leased more than twelve (12) times in any calendar year. There shall be no maximum length of lease, but all leases for more than one year shall be deemed to include a provision reserving the right of the Association to approve or disapprove the continuance of the lease at annual intervals. No subleasing or assignment of lease rights by the lessee is allowed. No lease may be for a period of less than thirty (30) days.

11.6 FEES FOR PROCESSING APPLICATIONS FOR APPROVAL. Whenever the approval of the Association is required to allow the sale, lease or other transfer of an interest in a Unit, the Association may charge the Owner a processing fee not to exceed the maximum allowed by law for processing the approval.

11.7 EXCEPTIONS. The foregoing provisions of this Article 11 shall not apply to a transfer or purchase by a mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Owner that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

11.8 UNAUTHORIZED TRANSACTIONS. Any sale or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE 12. AMENDMENTS OF DECLARATION

Except as to amendments which are required by Florida law or by a specific provision in this Declaration to have a greater concurrence, the Declaration of Condominium may be amended in the following manner:

12.1 AMENDMENT. Notice of the subject matter and text of a proposed amendment shall be included in or with the notice of the Members' meeting at which the proposed amendment will be considered. A resolution for the adoption of a proposed Amendment may be proposed by either the Board, or by not less than twenty percent (20%) of the Members. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Approval of a proposed Amendment must be by not less than a majority of the Board of Directors and by not less than a majority of the voting interests of the entire membership of the Association.

12.2 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed

by the President or Vice President of the Association and attested by the Secretary or Assistant Secretary of the Association, with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

12.3 LIMITATION ON AMENDMENT. Any proposed amendment that changes the configuration or size of any Condominium Unit in any material fashion, materially alters or modifies the appurtenances to the Unit, or changes the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus, shall require the joinder of the record Owner of the Unit affected, and all record Owners of liens on it in the execution of the amendment, and the approval of two-thirds (2/3rds) of the voting interests of the condominium. Any proposed amendment that affects the Water Facilities or the operation and maintenance of the Water Facilities shall have the prior written approval of the SFWMD.

12.4 ENLARGEMENT OF COMMON ELEMENTS. The Common Elements may be enlarged by an amendment to this Declaration. The amendment must describe the interest in the property and must submit the property to the terms of the Declaration. The amendment must be approved and executed as provided in this Article 11, but such enlargement is not covered by Section 11.3. The amendment divests the Association of title to the land and vests title in the Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Unit owned by them.

ARTICLE 13. BYLAWS

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

ARTICLE 14. REMEDIES FOR VIOLATIONS

14.1 NEGLIGENCE. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or a violation of this Declaration or the Rules of the Association, or by that of any member of his family, or his or their guests, employees, agents or lessees. An Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its Appurtenances, or of the Common Elements, by the Owner, a member of his family, or his or their guests, employees, agents or lessees.

14.2 COMPLIANCE AND DEFAULT. Each Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, Articles of Incorporation, Bylaws and rules adopted by the Board. Failure of an Owner to comply therewith shall entitle the Association or any Owners to recover damages or obtain injunctive relief or both, but such relief shall not be

exclusive of other remedies provided by law. The Association shall arbitrate prior to litigation in such instances and manner as required by state law.

14.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising out of an alleged failure of an Owner to comply with the requirements of the Condominium Act, this Declaration of Condominium, the Exhibits attached hereto, or the rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees, including appellate attorneys' fees.

14.4 NO WAIVER OF RIGHTS. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of Chapter 718, Florida Statutes, this Declaration of Condominium, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14.5 ENFORCEMENT OF MAINTENANCE. In the event an Owner fails or refuses to properly maintain the Unit as required in Article 5 or to correct a violation of this Declaration or the Rules of the Association, the Association or any other Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The prevailing party in such an action shall be entitled to recover court costs and their reasonable attorneys' fees. This is in addition to the remedy provided in Article 5.8 above.

14.6 AUTHORITY TO LEVY FINES. In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may also levy a fine against any Owner for failure of the Owner or of a tenant, occupant, licensee or invitee to comply with this Declaration of Condominium, the Bylaws or Association rules.

ARTICLE 15. TERMINATION OF CONDOMINIUM

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of Units in the Condominium, and by all mortgagees who have recorded their mortgages. If not all Owners agree in writing then a proposed termination may be submitted to a meeting of the Members of the Association, the notice of which meeting gives thirty (30) days' notice of the proposed termination. If the termination is approved by not less than seventy-five percent (75%) of the Owners and written approval from the record Owners of all mortgages upon Units in the Condominium, are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the

other Owners for a period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) **Exercise of Option.** The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased of an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

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

(3) **Payment.** The purchase price shall be paid in cash.

(4) **Closing.** The sale shall be closed within ten (10) days following the determination of the sale price.

C. **Certificate.** The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination which certificate shall become effective upon being recorded in the Public Records.

D. **Shares of Owners after Termination.** After termination of the Condominium, the Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

E. **Amendment.** This section concerning termination shall not be amended without consent of at least four-fifths (4/5) of the Owners and of all owners of mortgages required to approve termination by agreement.

**ARTICLE 16.
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 Owners, governments having jurisdiction, suppliers of Utility Services, and owners and occupants of adjacent lands, as the context may require:

16.1 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed, the rebuilt encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

16.2 UTILITIES AND LAKES AND WETLAND AREAS. Easements are reserved throughout the Condominium Property as may be required to provide Utility Services in order to adequately serve the Condominium Property, provided, however, that such easements through a Unit shall be in accordance with the plans and specifications for the Condominium Building, or as said Building is constructed, unless otherwise approved in writing by the Owner. Easements are also reserved in favor of Tara Community Development District 1 for the purpose of enabling it to maintain the lakes and wetland areas described in Section 16.1 of this Declaration.

16.3 INGRESS AND EGRESS. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements, and for vehicular traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for vehicular travel, but the same shall neither give nor create in any person the right to park upon any portions of the Condominium Property except those areas specifically assigned for such purpose. The parking areas, private roads and other Common Elements contained within the Condominium Property shall be used in common by Owners in this Condominium and their family members, guests, invitees and tenants for the purposes for which same are intended.

16.4 THROUGH COMMON ELEMENTS FOR UTILITIES; STREETS, WALKS, ETC. Notwithstanding anything contained herein or in the Survey and Plot Plan being recorded together herewith to the contrary, it is expressly understood that the Common Elements shall be and are hereby irrevocably made subject to easements for the installation and maintenance of utility lines, equipment and services for the benefit of this Condominium. The streets, walks and other

rights of way serving the Units as a part of the Common Elements necessary to provide reasonable access to the public ways are hereby made subject to non-exclusive easements for ingress and egress for the benefit of the Units. Any Mortgagee consenting to this Declaration does hereby subject its rights to said easements.

16.5 SEWER LINES, WATER LINES, SURFACE WATER DRAINAGE, ETC. The Association and its successors and assigns have a perpetual easement upon, over, under and across the Condominium Property for the purpose of maintaining, operating, installing, repairing, altering sewer lines, water lines, irrigation improvements, surface water drainage improvements, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, and all machinery and apparatus appurtenant thereto as may be necessary or desirable for the operation of the water management and drainage systems, or other systems serving other property in Tara. Manatee County has a surface water drainage easement to drain surface water from Tara Boulevard and other non-condominium properties in accordance with the County approved construction plans for the Condominium.

16.6 DELIVERY, EMERGENCY, AND OTHER SERVICES. There is hereby granted to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Association to service the Condominium Property, and to such other persons as the Association from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Elements for the purposes of performing their authorized services and investigation.

16.7 OTHER. The Condominium Property shall be subject to such easements for utilities as may be required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium.

16.8 EASEMENT AGREEMENTS. The Association shall have the power to enter into easement agreements with other condominium associations which give and grant mutual easements over and across the Common Elements of this Condominium and other condominiums in favor of Owners at this Condominium and owners at said other condominiums without any joinder of Owners at this Condominium being required. The Association shall also have the power to modify, alter and amend any such easement agreements and the easements granted thereby without any joinder of Owners at this Condominium being required. The easement agreements referred to herein may grant owners at other condominiums the right to use the Common Elements of this Condominium in exchange for a grant of the right to Owners at this Condominium to use the Common Elements of said other Condominiums. Each Owner, by his acceptance of the Deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns, to any

such easement agreement and to any modification, alteration or amendment thereof to the same extent and effect as if he had executed such agreement for the purposes therein and herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Owners as required under said easement agreement, acknowledging that all of the terms and conditions thereof are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such an easement agreement have not breached any of their duties or obligations to the Association by virtue of the execution of said easement agreement. The easement agreement, if any, and the acts of the Board of Directors and officers of the Association in entering into such agreement are hereby ratified, confirmed, approved and adopted. Each Owner, by his acceptance of the Deed to his Unit, does irrevocably constitute and appoint the Association as his attorney-in-fact for the purpose of entering into the above described easement agreements, the giving and granting of the easements contained therein and the exception of any modifications, amendments or alterations thereof.

ARTICLE 17.

WETLAND AREAS AND SURFACE WATER MANAGEMENT SYSTEM FACILITIES

17.1 WETLAND AREAS. The property does contain wetland areas, and wet detention ponds, but does not contain any wetland mitigation areas. Said wet detention ponds and wetland areas shall be maintained by the Community Development District. The four (4) large lakes shown on **Exhibit "A"** will be maintained by the Community Development District.

17.2 SURFACE WATER MANAGEMENT SYSTEM FACILITIES.

A. The Surface Water Management System Facilities ("Water Facilities") are located on land that is designated as Common Elements on the plot plans depicted on **Exhibit "A."**

B. No construction activities may be conducted relative to any portion of the Water Facilities, including but not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Water Facilities.

C. The holder of the environment resource permit ("Permittee") shall be responsible for operation and maintenance of the Water Facilities until responsibility is transferred to the Association. The Permittee shall submit to the SWFWMD, Form O&M/ASGN (7/99), which must be approved by the SWFWMD, before the transfer of responsibility to the Association is effective. The Association shall be responsible for operation and maintenance of the Water Facilities upon transfer of responsibility from the Permittee. Operation, maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the environmental resource permit.

D. The SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Water Facilities.

E. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Water Facilities in accordance with the environmental resource permit, unless an alternate entity assumes responsibility in accordance with Florida law.

F. Expenses incurred for the operation, maintenance and replacement of the Water Facilities are deemed to be a Common Expense of the Association.

G. The Developer reserved for itself, its successors and assigns, and granted to the Association, and its respective designees, a perpetual, non-exclusive easement over and across all areas of the water facilities located within the Property for the purposes of the Water Facilities, including the drainage of storm water from the Condominium. However, under no circumstances shall the Water Facilities be used for swimming, fishing, boating, rafting or any other recreational purpose.

ARTICLE 18. TARA COMPLEX

This Condominium is located on land which forms a part of an overall subdivision development known as "Tara." All Owners in this Condominium by virtue of such ownership also are subject to the following rights, memberships, obligations and Assessments:

A. **Master Declaration.** By taking title to a Unit, the Owner becomes subject to the terms and conditions of the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Tara, as recorded in Official Records Book 1667, pages 5247 through 5327, all Public Records of Manatee County, Florida (the "Master Declaration"), as it may be amended from time to time.

B. **Master Association.** In accordance with the provisions of the Master Declaration, all Owners of Units in this Condominium are automatically Members of the Master Association, which membership shall carry such rights and obligations as are more fully set forth in the Master Declaration, including the obligation to pay Assessments.

C. **Voting in the Master Association.** Notwithstanding membership in the Master Association most Members are required to vote through a delegate Member. "Delegate Members" shall be entitled to vote on behalf of all Members of this Association, at meetings of the Members of the Master Association.

**ARTICLE 19.
DISCLOSURE OF PUBLIC FINANCING**

The Condominium Property is located within Tara Community Development District 1. Tara Community Development District 1 ("District") may impose and levy taxes or Assessments, or both taxes and Assessments, on this Property. These taxes and Assessments pay for the construction, operation, and maintenance costs of certain public facilities and service of the District and are set annually by the Governing Board of the District. These taxes and Assessments are in addition to County and other local governmental taxes and Assessments and all other taxes and Assessments provided for by law. The District's annual Assessments are for the District's operational and maintenance expenses (which are a recurring annual Assessment set by the District each year) and for the reduction of the District's long-term capital debt attributable to a Unit.

**ARTICLE 20.
RESTRICTION ON TIME-SHARE ESTATES**

Time-share estates, as defined by the Condominium Act shall not be created, nor permitted with regard to any Units in the Condominium.

**ARTICLE 21.
MISCELLANEOUS**

21.1 SEVERABILITY. The invalidity or unenforceability in whole or in part of any restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration of Condominium, or any Exhibit attached thereto, shall not affect the remaining portions hereof.

21.2 APPLICABLE STATUTES. The validity, application and construction of this Declaration of Condominium and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

21.3 BINDING EFFECT. All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration of Condominium is duly revoked.

21.4 CONFLICTS. If there is a conflict between any provision of this Declaration of Condominium and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Condominium Documents shall take priority in the following order: this Declaration of Condominium, Articles of Incorporation, Bylaws and then the Association Rules and Regulations, all as amended from time to time.

21.5 HEADINGS AND CAPITALIZATION. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

21.6 INTERPRETATION. The provisions of this Declaration of Condominium shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and providing for the same.

EXHIBIT A

DV 1070 DC 4774
DR 1037 FO 0330 50 of 113

DESCRIPTION: CYPRESS STRAND, PHASE 1

COMMENCE AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 35 S., RANGE 18 E.; THENCE N89°29'51"W, ALONG THE NORTHERLY LINE OF SAID SECTION 23, A DISTANCE OF 1735.39 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY 160 FT. WIDE TRANSMISSION LINE EASEMENT, AS DESCRIBED AND RECORDED IN DEED BOOK 333, PAGE 250, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°27'04"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 1324.40 FT. TO THE SOUTHEAST CORNER OF "TARA PHASE II, SUBPHASE F", A SUBDIVISION, AS RECORDED IN PLAT BOOK 37, PAGES 26 THROUGH 28, SAID PUBLIC RECORDS; THENCE N89°27'10"W, ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 84.00 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE N89°27'10"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 744.12 FT. TO THE EASTERLY RIGHT-OF-WAY OF LINGER LODGE ROAD; THENCE S01°24'23"E, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 953.35 FT.; THENCE N88°35'37"E, 172.90 FT.; THENCE N65°40'58"E, 31.64 FT.; THENCE S72°13'56"E, 69.32 FT.; THENCE S15°15'12"E, 33.94 FT.; THENCE S17°46'04"W, 49.02 FT.; THENCE N66°49'46"W, A DISTANCE OF 44.89 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 114°41'09", A DISTANCE OF 100.08 FT. TO THE P.T. OF SAID CURVE; THENCE S01°30'54"E, A DISTANCE OF 170.27 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118°36'19", A DISTANCE OF 103.50 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 290.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°41'25", A DISTANCE OF 150.28 FT. TO THE P.T. OF SAID CURVE; THENCE N89°34'11"E, A DISTANCE OF 55.00 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 35.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 115°39'16", A DISTANCE OF 70.65 FT. TO THE P.T. OF SAID CURVE; THENCE N26°05'04"W, 142.50 FT.; THENCE N08°50'48"E, 56.50 FT.; THENCE S87°04'57"E, 109.98 FT.; THENCE N01°37'00"W, 49.01 FT.; THENCE S86°29'09"E, 21.57 FT.; THENCE N42°40'31"E, 33.56 FT.; THENCE S79°46'30"E, A DISTANCE OF 435.46 FT. TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF TARA BOULEVARD, AN 84 FT. WIDE PUBLIC RIGHT-OF-WAY, AS SHOWN ON THE PLAT OF "TAILFEATHER WAY AT TARA", A SUBDIVISION AS RECORDED IN PLAT BOOK 38, PAGES 60 THROUGH 82, SAID PUBLIC RECORDS, SAID POINT LYING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N73°11'20"E, A DISTANCE OF 392.00 FT.; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY RIGHT-OF-WAY; NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°15'44", A DISTANCE OF 118.10 FT. TO THE P.T. OF SAID CURVE; THENCE N00°27'04"E, A DISTANCE OF 200.00 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 308.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°38'24", A DISTANCE OF 78.70 FT. TO THE INTERSECTION WITH THE EASTERLY LINE OF AFORESAID FLORIDA POWER AND LIGHT COMPANY 160 FT. WIDE TRANSMISSION LINE EASEMENT; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°46'51", A DISTANCE OF 192.34 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 392.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'28", A DISTANCE OF 83.52 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID FLORIDA POWER AND LIGHT COMPANY 160 FT. WIDE TRANSMISSION LINE EASEMENT; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°12'48", A DISTANCE OF 261.44 FT. TO THE P.T. OF SAID CURVE; THENCE N00°27'04"E, A DISTANCE OF 145.07 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 20.85 ACRES MORE OR LESS.

Exhibit "DC-1"

D:\Legal\Tara 3L Ph1 Condo Plat (080502)

DV 1070 DC 770
DR 1077 PD DJJO 52 of 113

DESCRIPTION: CYPRESS STRAND, PHASE 2

COMMENCE AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 35 S., RANGE 18 E.; THENCE N89°29'51"W, ALONG THE NORTHERLY LINE OF SAID SECTION 23, A DISTANCE OF 1735.39 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY 160 FT. WIDE TRANSMISSION LINE EASEMENT, AS DESCRIBED AND RECORDED IN DEED BOOK 333, PAGE 250, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°27'04"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 1324.40 FT. TO THE SOUTHEAST CORNER OF "TARA PHASE II, SUBPHASE F", A SUBDIVISION, AS RECORDED IN PLAT BOOK 37, PAGES 26 THROUGH 29, SAID PUBLIC RECORDS; THENCE N89°27'10"W, ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 828.12 FT. TO THE EASTERLY RIGHT-OF-WAY OF LINGER LODGE ROAD; THENCE S01°24'23"E, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 953.35 FT. FOR A POINT OF BEGINNING; THENCE N88°35'37"E, 172.90 FT.; THENCE N55°40'58"E, 31.64 FT.; THENCE S72°13'56"E, 69.32 FT.; THENCE S15°15'12"E, 33.94 FT.; THENCE S17°46'04"W, 49.02 FT.; THENCE N66°49'46"W, A DISTANCE OF 44.89 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 114°41'09", A DISTANCE OF 100.08 FT. TO THE P.T. OF SAID CURVE; THENCE S01°30'54"E, A DISTANCE OF 170.27 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118°36'19", A DISTANCE OF 103.50 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 290.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°41'25", A DISTANCE OF 150.28 FT. TO THE P.T. OF SAID CURVE; THENCE N89°34'11"E, A DISTANCE OF 55.00 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 35.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 116°39'16", A DISTANCE OF 70.65 FT. TO THE P.T. OF SAID CURVE; THENCE N26°05'04"W, 142.50 FT.; THENCE N08°50'48"E, 56.50 FT.; THENCE S87°04'57"E, 109.98 FT.; THENCE N01°37'00"W, 49.01 FT.; THENCE S86°29'09"E, 21.57 FT.; THENCE N42°40'31"E, 33.56 FT.; THENCE S79°48'30"E, A DISTANCE OF 435.46 FT. TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF TARA BOULEVARD, AN 84 FT. WIDE PUBLIC RIGHT-OF-WAY, AS SHOWN ON THE PLAT OF "TAILFEATHER WAY AT TARA", A SUBDIVISION AS RECORDED IN PLAT BOOK 38, PAGES 60 THROUGH 82, SAID PUBLIC RECORDS, SAID POINT LYING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S73°11'20"W, A DISTANCE OF 308.00 FT.; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY RIGHT-OF-WAY: SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°31'28", A DISTANCE OF 185.59 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 392.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°15'44", A DISTANCE OF 118.10 FT. TO THE P.T. OF SAID CURVE; THENCE S00°27'04"W, A DISTANCE OF 350.00 FT.; THENCE N89°32'56"W, LEAVING SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 844.47 FT. TO THE INTERSECTION WITH AFORESAID EASTERLY RIGHT-OF-WAY OF LINGER LODGE ROAD; THENCE N01°25'23"W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 328.46 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, SAME BEING THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE N01°24'23"W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 370.34 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

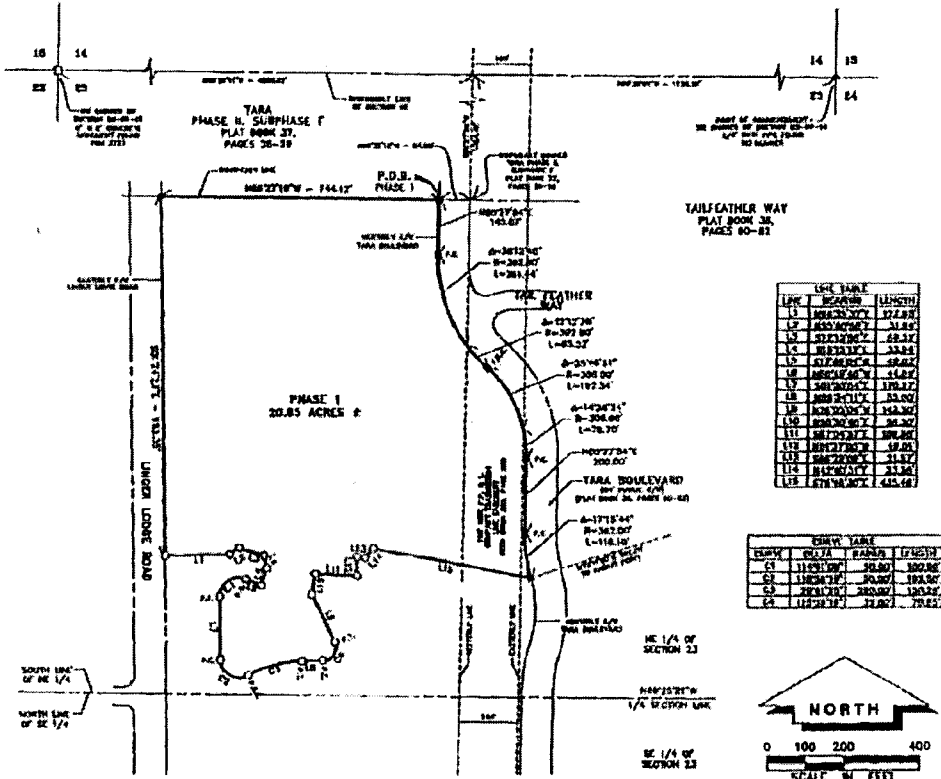
CONTAINING 13.61 ACRES MORE OR LESS.

D:\Legal\Tara 3L Ph 2 Condo Plat (080502)

Exhibit "DC-2"

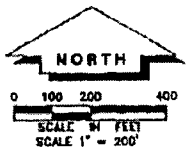
CYPRESS STRAND A CONDOMINIUM

IN SECTION 23, TOWNSHIP 35 S., RANGE 18 E.
 MANATEE COUNTY, FLORIDA



LINE	BEARING	LENGTH
L1	S23°12'36\"/>	

FORM	AREA	PERIMETER
C1	11691.17	26.80
C2	11691.17	26.80
C3	28912.79	26.80
C4	11691.17	26.80



DESCRIPTION: PHASE I

COMMENCE AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 35 S., RANGE 18 E., MANATEE COUNTY, FLORIDA, BEARING S 77°13'36\"/>

- LEGEND:**
- O = 8/8\"/>
 - M = 4\"/>
 - + = ANGLE POINT ONLY, NO CORNER SET OR FOUND
 - A = CENTRAL ANGLE
 - R = RADIUS
 - L = LENGTH
 - P.O.B. = POINT OF BEGINNING
 - P.T. = POINT OF TANGENCY
 - P.O.C. = POINT OF CURVATURE
 - P.O.S. = POINT OF BEGINNING
 - R/W = RIGHT-OF-WAY
 - = MORE OR LESS

- SURVEYOR'S NOTES:**
1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH A BEARING OF N00°00'00\"/>
 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN INSTRUMENT OR WIRE PLAIN, MICROFORM EXCEPT FOR WALKING MEASUREMENTS. EXCEPTED AND NOTED BY RECORD NOT PRODUCED.
 3. REFER TO ATTACHED SHEET 2 OF 7 FOR THE LOCATION OF PROPOSED IMPROVEMENTS.

SURVEY VALID ONLY TO THE DATE OF FIELD SURVEY SHOWN ON SHEET 1 OF 7
 NOT VALID WITHOUT THE ORIGINAL BASED SEAL OF
 A FLORIDA LICENSED SURVEYOR AND MAJOR
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241

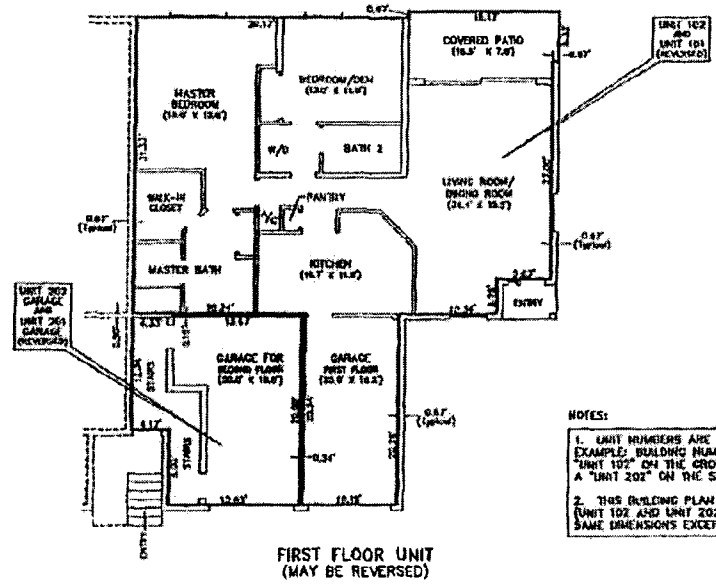
LOMBARDO, SCOPPER & FOLEY, INC.
 REGISTERED PROFESSIONAL SURVEYORS AND ENGINEERS, FLORIDA LICENSE NO. 52412

PHASE 1 - BOUNDARY SURVEY
 EXHIBIT "DC-7-4"

DV 1020 DC 7/18
 DA 10/7 10 QWE 56 OF 115
 CONDOMINIUM PLAT BOOK _____ PAGE _____
 SHEET 2 OF 7

CYPRESS STRAND A CONDOMINIUM

IN SECTION 23, TOWNSHIP 35 S., RANGE 18 E.
 MANATEE COUNTY, FLORIDA



NOTES:

1. UNIT NUMBERS ARE TYPICAL FOR ALL BUILDINGS. FOR EXAMPLE: BUILDING NUMBER B HAS A "UNIT 101" AND A "UNIT 102" ON THE GROUND FLOOR, AND A "UNIT 201" & A "UNIT 202" ON THE SECOND FLOOR (SEE PLOT PLANS).
2. THIS BUILDING PLAN SHOWS THE RIGHT SIDE UNITS (UNIT 102 AND UNIT 202). THE LEFT SIDE UNITS ARE THE SAME DIMENSIONS EXCEPT REVERSED OR MIRROR-IMAGED.

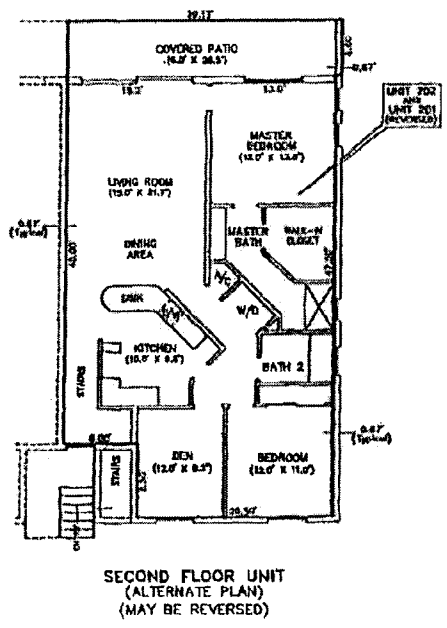
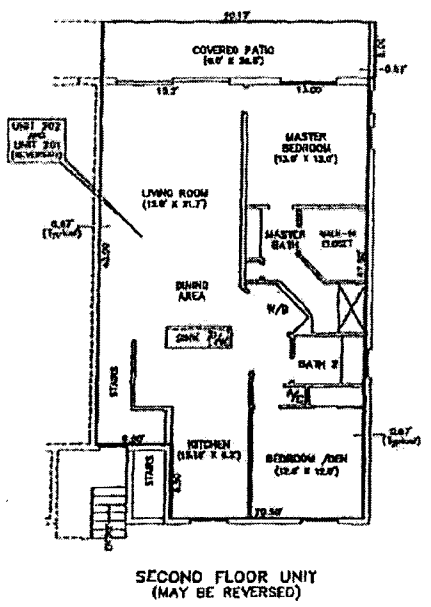


EXHIBIT "DC-7"

PHASE 1

TYPICAL FLOOR & ELEVATION PLAN

LOMBARDO, SKIFFER & FOLEY, INC.
 CONSULTING ENGINEERS, ARCHITECTS & PLANNERS
 200 N. 1st St., Suite 200, St. Petersburg, Florida 34701 (813) 321-1111

BK 1059 PG 6340 22 of 113

CONDOMINIUM PLAT BOOK PAGE SHEET 6 OF 7

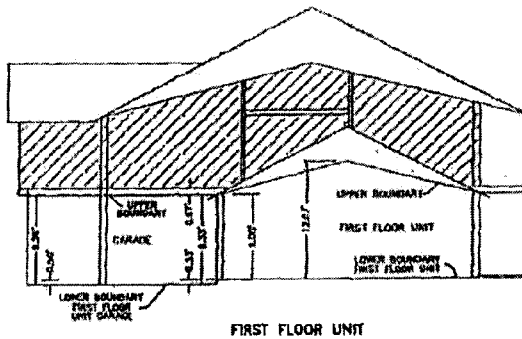
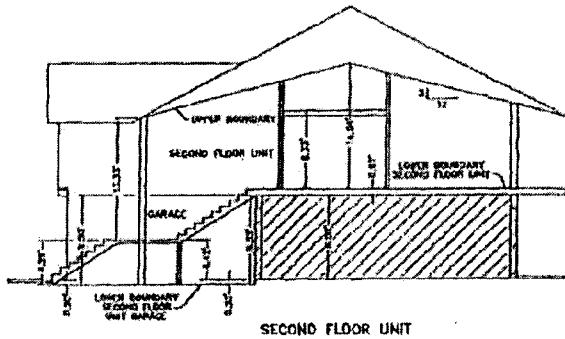
CYPRESS STRAND A CONDOMINIUM

IN SECTION 23, TOWNSHIP 35 S., RANGE 18 E.
 MANATEE COUNTY, FLORIDA

BK 1839 PG 6349 63 of 113

ELEVATION TABLE

BUILDING NUMBER	FLOOR LEVEL	LOWER BOUNDARY ELEVATION	UPPER BOUNDARY ELEVATION
1	FIRST	17.70	30.87
	SECOND	17.70	41.81
2	FIRST	18.80	31.77
	SECOND	18.80	42.81
3	FIRST	19.20	32.57
	SECOND	19.20	43.41
4	FIRST	18.70	31.87
	SECOND	18.70	42.91
5	FIRST	18.80	32.87
	SECOND	18.80	43.11
6	FIRST	18.80	32.77
	SECOND	18.80	43.81
7	FIRST	18.10	31.87
	SECOND	18.10	42.31
8	FIRST	17.80	30.87
	SECOND	17.80	42.01
9	FIRST	18.50	31.47
	SECOND	18.50	42.91
10	FIRST	18.30	31.47
	SECOND	18.30	42.81
11	FIRST	17.40	30.87
	SECOND	17.40	41.81
12	FIRST	17.70	30.87
	SECOND	17.70	41.81
13	FIRST	18.40	31.57
	SECOND	18.40	42.81
14	FIRST	18.50	32.87
	SECOND	18.50	43.71
15	FIRST	18.80	31.87
	SECOND	18.80	43.01
16	FIRST	18.80	32.07
	SECOND	18.80	43.11
17	FIRST	18.80	32.77
	SECOND	18.80	43.81
18	FIRST	18.70	32.87
	SECOND	18.70	43.81
19	FIRST	18.30	32.37
	SECOND	18.30	43.41
20	FIRST	18.10	32.27
	SECOND	18.10	43.31
21	FIRST	18.20	31.77
	SECOND	18.20	42.81
22	FIRST	18.80	31.87
	SECOND	18.80	43.81
23	FIRST	18.40	31.57
	SECOND	18.40	42.61
24	FIRST	18.40	31.87
	SECOND	18.40	42.81
25	FIRST	18.40	31.57
	SECOND	18.40	42.81



TYPICAL CROSS SECTIONS

NOTE:
 ELEVATIONS ARE BASED ON N.G.V.D. 1928 DATUM, ORIGN
 BENCHMARK MANATEE COUNTY CONCRETE MONUMENT
 BRM-162 ON BRADEN RIVER ROAD, ELEVATION = 8200 FEET.

EXHIBIT "DC-- 7"

PHASE 1

TYPICAL FLOOR & ELEVATION PLAN

LOMBARDO, SHIPPER & FOLEY, INC.
 Consulting Engineers, Surveyors & Planners
 174 East 2nd Street, Suite 200, Palmetto, Florida 34101 (813) 786-4444



CONDOMINIUM PLAT BOOK PAGE 7 OF 7

Prepared by and return to:
Jeremy V. Anderson, Esquire
Anderson & Givens, P.A.
1689 Mahan Center Blvd, Suite A
Tallahassee, FL 32308
(850) 692-8900 (Telephone)

Exhibit "B"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CYPRESS STRAND CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE

The name of the corporation shall be CYPRESS STRAND CONDOMINIUM ASSOCIATION, INC. (herein "the Association"). The principal office of the Association shall be located at 2180 West SR 434, Ste. 5000, Longwood, FL 32779. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

ARTICLE 2.
PURPOSE

The purposes of the Association shall be the operation and management of the affairs and property of the Condominium known as CYPRESS STRAND, A CONDOMINIUM (herein "the Condominium"), located in Manatee County, Florida, and to perform all acts provided in the Declaration of Condominium and Exhibits annexed thereto and in Chapter 718, Florida Statutes (herein the "Condominium Act"). The Association shall not be operated for profit.

ARTICLE 3.
DEFINITIONS

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Condominium Act unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CYPRESS STRAND CONDOMINIUM ASSOCIATION, INC.

**ARTICLE 4.
POWERS**

4.1 GENERAL POWERS. The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, except as may be limited or otherwise provided by these Articles of Incorporation or by law.

4.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to those powers described in the Bylaws and as described below:

A. To make and collect Assessments against Members as Owners for the purpose of paying the common costs, expenses and losses of the Condominium.

B. To use the proceeds of Assessments in the exercise of its powers and duties.

C. To maintain, repair, replace and operate the Condominium Property.

D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its Members as Owners.

E. To reconstruct improvements after casualty and to make future improvement of the property.

F. To make and amend reasonable regulations respecting the use of the property in the Condominium.

G. To approve or disapprove the transfer, mortgage and ownership of Units as may be provided by the Declaration of Condominium and the Bylaws.

H. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any Unit and all real or personal property related to the purposes or activities of the Association.

I. To hold funds and property solely and exclusively for the benefit of the members of the Association for purposes set forth in these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

J. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the Regulations for the use of the property in the Condominium.

K. To charge recipients for services rendered by the Association and to charge the user for use of the Association property where such is deemed appropriate by its Board of Directors.

L. To contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of Restrictions, Rules and Regulations, and maintenance of the Common Elements. The Association shall, however, retain at all times the powers and duties granted it by 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.

M. To borrow money for the acquisition of property or a Unit or for any other lawful purpose of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of or agreement in regard to, all or any part of the real or personal property, or property rights or privileges of the Association wherever situated.

N. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation, and to Lease such portions.

ARTICLE 5. MEMBERS AND VOTING RIGHTS

5.1 MEMBERSHIP AND VOTING RIGHTS. The Members of the Association shall consist of all of the record Owners of Units in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, regardless of the number of Owners. The manner of exercising voting rights shall be determined by the Bylaws.

5.2 CHANGE OF MEMBERSHIP. After receiving the written approval of the Board as required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a certified copy of a deed or other instrument to be provided to it. The Owner designated by such instrument thus

automatically and immediately becomes a Member of the Association and the membership of the prior Owner is terminated simultaneously.

**ARTICLE 6.
INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered. The Association shall not issue shares of stock to its Members. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Unit.

**ARTICLE 7.
TERM**

The term for which this Corporation shall exist shall be perpetual, unless dissolved according to law.

**ARTICLE 8.
BOARD OF DIRECTORS AND OFFICERS**

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board. The Bylaws shall also provide for the election, removal, qualification and resignation of the Officers of the Association.

**ARTICLE 9.
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE 10.
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

10.1 NOTICE. The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is to be considered.

10.2 PROPOSAL AND ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by not less than twenty percent (20%) of the voting interests of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such

approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by not less than a majority of the members voting in person or by proxy.

10.3 CERTIFICATION. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Manatee County, Florida.

ARTICLE 11. INDEMNIFICATION

11.1 INDEMNIFICATION. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors and committee members as permitted by Florida law.

11.2 EXPENSES. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

11.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

11.4 MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 INSURANCE. The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's 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 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

**ARTICLE 12.
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 2180 West SR 434, Ste. 5000, Longwood, Florida 32779, and the registered agent at such address shall be Sentry Management, Inc. The Board may change the registered agent and office from time to time as permitted by law.

Prepared by and return to:

Exhibit "C"

Jeremy V. Anderson, Esquire
Anderson & Givens, P.A.
P.O. Box 12613
Tallahassee, Florida 32317
(850) 692-8900 (Telephone)

AMENDED AND RESTATED
BYLAWS
OF
CYPRESS STRAND CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE 1.
NAME

These are the Bylaws of CYPRESS STRAND CONDOMINIUM ASSOCIATION, INC. (herein the "Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering CYPRESS STRAND, A CONDOMINIUM (herein "the Condominium") located in Manatee County, Florida.

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be located at 2180 West State Road 434 Ste. 5000, Longwood, FL 32779. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit" and the year of incorporation (2002). Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association. In no event shall a seal be required to validate corporate actions unless specifically required by law.

ARTICLE 2.
DEFINITIONS

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the

Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

ARTICLE 3.
MEMBERSHIP AND VOTING PROVISIONS

3.1 MEMBERSHIP. Membership in the Association shall be limited to Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner in the Condominium.

3.2 CHANGE OF MEMBERSHIP. Change of membership in the Association shall be established by recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a Member of the Association.

3.3 VOTING RIGHTS. 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. The vote of a Unit is not divisible. The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specified ownership interests:

A. If a Unit is owned by one (1) natural person, the right to vote shall be established by the record title to the Unit.

B. Where a Unit is owned by more than one (1) person, the vote for such Unit shall be cast by any one of the owners of a Unit or the Primary Occupant, if title is held in the name of an entity rather than an individual. If the right of the individual casting the vote for the Unit is challenged by any other person or entity having an ownership interest in the same Unit then the vote for that Unit shall not be permitted or counted unless or until all entities having an ownership interest in the Unit agree as to which of them shall have the right to vote.

C. When a Corporation is the owner of a Unit the vote for that Unit may be cast by any director or officer of the corporation unless there is a dispute by an officer, director or stockholder of the corporation as to who holds such right and the Association is notified of such dispute in which case the Corporation shall be required to produce a corporate resolution naming the proper person to cast the vote. Otherwise the vote for that Unit shall not be considered on the matter before the Association.

D. When the Unit is owned in the name of a Partnership or Trust, any partner or trustee shall have the right to cast the vote for the Unit unless it is challenged by another partner, trustee or beneficiary in which case the vote shall not be considered unless adequate proof of the right to cast the vote is presented to and accepted by the Board.

E. If a Unit is owned by a limited liability company, any authorized agent may cast the vote on behalf of the Unit.

F. If a Unit is owned in trust, its voting representative shall be the trustee, or if the grantor has a right of revocation upon a decedent's death and occupies the Unit, then the grantor, or if any beneficiary occupies the Unit then that beneficiary (and if there are more than one such persons then they shall have voting rights the same as joint Owners of a Unit as provided herein) shall be the voting representative.

In a situation where there are two (2) 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.

3.4 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated 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 membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

ARTICLE 4. MEMBERS' MEETINGS

4.1 LOCATION. All meetings of the Association, unless otherwise provided for in the notice of such meetings, shall take place at the Cypress Strand Clubhouse.

4.2 ANNUAL MEETING. The annual meeting of the Members shall be held each year at a specific date, time and place to be determined by the Board, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members.

4.3 SPECIAL MEETINGS. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary, at the request in writing of the holders of not less than ten percent (10%) of all of the voting interests entitled to vote at the meeting. Such requests shall state the purpose or purposes of the proposed meeting. The

business conducted at a special meeting shall be limited to the matters identified on the meeting's published agenda.

4.4 NOTICE OF MEETING. Notice of a meeting of Members shall state the date, time, place and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be conspicuously posted at the designated location on the Condominium Property not less than fourteen (14) continuous days before the membership meeting. The notice of any Members' meeting shall be sent by mail, hand-delivery or facsimile to each Owner unless the Owner waives in writing the right to receive notice of the meeting. The delivery or mailing shall be to the address of the Member as it appears on the Association's official roster of Members. Each Member bears the responsibility of promptly notifying the Association of any change of address. The posting and providing of the notice shall occur not less than fourteen (14) days prior to the date of the meeting. Proof of notice shall be given by affidavit of the person providing the notice where required by law.

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

4.6 ELECTRONIC TRANSMISSION. Notice of meetings of the Board, Members' meetings (except Owner meetings to recall Directors), and committee meetings may be given by email or other similar electronic method of communication to those Owners who consent to receive notice by electronic transmission. Also, in lieu of or in addition to the physical posting of notice of any meeting on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.7 QUORUM AND VOTING. Members entitled to vote and representing owners of twenty-five percent (25%) of the Units, present in person or by written proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statutes, by the Articles of Incorporation, or by these Bylaws. The acts approved by a majority of the votes present (in person or by proxy) at a Members' meeting at which a quorum is attained shall be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

4.8 PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person or persons authorized to cast the vote for the Unit and filed with the Secretary prior to the appointed time of the meeting, or before the time to which the meeting is adjourned. Any copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other reproduction is a complete reproduction of the entire proxy.

4.9 LIMITED PROXIES. Except as specifically otherwise provided in this Section 4.9, 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 may 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 of Condominium, the Articles of Incorporation, or Bylaws; and for any other matter for which the Florida Condominium Act requires or permits a vote of the 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 matters or changes to items for which a limited proxy is required and given. 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. No proxies, limited or general, can be used to elect the Board.

4.10 ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- A. Call to order by President;
- B. Collection of Director election ballots;
- C. At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a Member or a Director);
- D. Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the Owners represented in person, by proxy.
- E. Proof of notice of the meeting or waiver of notice;
- F. Reading and disposal of any unapproved minutes;
- G. Reports of officers;
- H. Reports of committees;

- I. Unfinished business;
- J. New business;
- K. Adjournment.

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

4.11 ADJOURNED MEETINGS. The Members who are present, either in person or by proxy, may adjourn any membership meeting from time to time as they deem appropriate. Any business that might have been transacted at the meeting as originally called may be transacted at an adjourned meeting without further notice to the Owners if the date, time and place of the meeting is announced prior to the adjournment of the meeting. A meeting may be adjourned by a majority of the votes present (in person or by proxy) at a Members' meeting. If business will be transacted at the adjourned meeting that was not in the original agenda, the Association must re-notice the meeting as required by Section 4.4 hereof.

4.12 MINUTES OF MEMBERSHIP MEETINGS. The minutes of all meetings of Owners shall be kept available for inspection by Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Florida Condominium Act. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

4.13 PRESIDING OFFICER. The chairperson at all Owners' meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Members present may designate any other person to preside as chairperson of the meeting.

4.14 ONLINE VOTING. The Association may conduct elections and other Owner votes through an Internet-based online voting system if an Owner consents, in writing, to online voting and if the requirements specified in the Condominium Act regarding online voting are met.

4.15 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, are 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 Secretary within sixty (60)

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 ten (10) 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 AND TENURE. The affairs of the Association shall be governed by the Board. The Board shall consist of five (5) Directors, as provided herein. At the next election after the adoption of these Bylaws, the three (3) highest vote getting candidates shall be elected to a two (2) year term. The next two (2) highest vote getting candidates shall be elected to a one (1) year term. At every election thereafter, each Director shall be elected to a two (2) year term. The term of each Director shall extend until the Director's successor is duly elected and qualified, or until the Director is removed as elsewhere provided in these Bylaws. In the event of resignation, removal for cause or inability to act by reason of disability, interim replacement Directors may be appointed by the Board to serve out the remainder of the term as specified in Section 5.4 below. Any Director may be removed as provided by law.

5.2 DIRECTOR QUALIFICATIONS. Every Director must be at least eighteen (18) years of age and a competent person under the law. Each Director must be an Association Member.

5.3 ELECTION OF DIRECTORS. The election of Directors shall be held at the annual membership meeting, in the manner provided by law and as follows:

A. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each Owner entitled to vote, a first notice of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. If furnished to the Association by a Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with the mailing of the second notice of election a one-sided candidate information sheet, not larger than eight and a half inches (8½") by eleven inches (11"). The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the membership meeting to all Owners entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely provided written notice to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

B. Additional written ballots will be available for use by those Owners attending the meeting in person. An Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance, but no Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

C. If more persons are timely nominated than there are vacancies to be filled, the election shall be by secret ballot cast in the manner required by the Condominium Act. The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. In the event of a tie vote, there shall be a runoff election as required by law. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual Members' meeting.

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

5.4 VACANCIES ON THE BOARD. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

A. 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, may at its discretion and when convenient appoint a successor, who shall hold office for the remaining unexpired term.

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

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

5.5 REMOVAL OF DIRECTORS. Any or all Directors may be removed with or without cause by a majority vote of the entire Association membership, either by a written

petition or at a special membership meeting called for that sole purpose. The recall shall be determined separately as to each Director sought to be removed. If a special meeting is called by not less than ten percent (10%) of the voting rights for the purpose of recalling one or more Directors, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

5.6 ORGANIZATIONAL MEETING. The organizational meeting of a newly-elected Board shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical, at such date, place, and time as shall be fixed by the Board. Notice of the organizational meeting shall be posted at the designated location on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting. The outgoing President will preside as Chairperson for the meeting until the election of the new President who shall thereupon assume the duties as chairperson for the remainder of the meeting.

5.7 REGULAR MEETINGS; NOTICE. This provision and all notice requirements contained herein shall apply to any Board gathering where at least a majority of the Board meets to discuss or consider Association business, regardless of the name or designation of the meeting, including but not limited to "workshops," "work sessions," or any other similarly named meetings. Regular meetings of the Board shall be held at such dates, times and places as shall be determined by the President or a majority of the Board. Except for 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 at which a quorum of Directors are in attendance shall be open to all Owners who may participate in accordance with the written policy established by the Board. Notice of all meetings at which a quorum of Directors are in attendance shall be posted at the designated location or locations on the Condominium Property (as designated by a duly-adopted Association Resolution) 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 an emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which Assessments are to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. Written notice of any Board meeting at which a special Assessment, or at which an amendment to rules regarding Unit use will be considered, shall be mailed, hand-delivered or electronically transmitted to the Owners not less than fourteen (14) continuous days prior to the meeting and posted at the designated location on the Condominium Property. Evidence of compliance with this fourteen (14) day notice shall be by affidavit of the person providing the notice, and filed among the official records of the Association.

5.8 SPECIAL MEETINGS. Special meetings of the Board shall be held whenever called by the President or a majority of the Board. Special meetings of the Board shall be noticed and

conducted in the same manner as provided herein for regular meetings. All notices of special meetings shall state the purpose of the meeting.

5.9 NOTICE TO BOARD MEMBERS/WAIVER OF NOTICE. Notice of Board meetings shall be given to all Directors personally or by mail, telephone, email or by facsimile, which notice shall state the date, time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Additionally, a Director may consent in writing to receive notification by electronic transmission (email). Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.10 QUORUM. Except as otherwise provided in this Article, a quorum at meetings of the Board shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or by law. Directors may not vote by proxy. Directors shall vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each Director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

5.11 ADJOURNED MEETINGS. The majority of those Directors present at a Board meeting may adjourn the meeting from time to time, provided notice of such newly scheduled meeting is given as required hereunder. At any newly-scheduled meeting, provided a quorum is then present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 JOINDER IN MEETING BY APPROVAL OF MINUTES. The subsequent joinder of an absent Director in the action of a Board meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting; provided, however, the joinder of a Director as aforesaid shall not be used for the purposes of creating a quorum.

5.13 PRESIDING OFFICER. The presiding officer at Board meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, a majority of the Directors present may designate any person to preside.

5.14 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Board meetings shall be:

- A. Roll call.
- B. Reading of Minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

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

5.15 MINUTES OF BOARD MEETINGS. The minutes of all meetings of the Board shall be kept in a book available for inspection by Owners or their authorized representatives, at any reasonable time. The Association may post approved minutes on the Association's website. A vote or abstention for each Director present on every matter put to vote shall be recorded in the minutes. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act.

5.16 UNIT OWNER ATTENDANCE. Meetings of the Board and any committee thereof at which a quorum of the Members of that committee is present shall be open to all Owners. Any Owner may tape record or videotape meetings of the Board subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items, subject to reasonable restrictions. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority of the Members of the Board. Such emergency action shall be notified and ratified at the next regular meeting of the Board.

ARTICLE 6. POWERS AND DUTIES OF BOARD

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration of Condominium, the Articles of Incorporation or these Bylaws may not be delegated to the Board by the Owners. These powers and duties of the Board shall include, but shall not be limited to, the following:

A. The property and business of the corporation shall be managed and administered by the Board, which may exercise all corporate powers specifically set out in the Condominium

Documents which powers may be delegated to its agents, officers, contractors or employees, subject to approval by the Owners only when that is specifically required.

B. The Association, through the action of the Board, shall have the power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, rights of ways expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

C. In addition to other remedies the Association may have, the Association may levy a fine for failure of an Owner, tenant, occupant, Guest, licensee or invitee to comply with the Declaration of Condominium or Association rules.

ARTICLE 7. EMERGENCY BOARD POWERS

In the event of any "emergency" as defined in Section 7.G. below, the Board may exercise the emergency powers described in said Article, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

A. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.

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

C. 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.

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

E. Any officer, Director, or employee of the Association acting with a reasonable belief that 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.

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

G. For purposes of this Article 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 subject to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane watch or warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Article 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, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President or by a Director and the manager 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, Vice President, a Secretary and a Treasurer, and other vice and assistant officers as the Board shall, from time to time, determine. Officers shall be members of the Board of Directors. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary or an Assistant Secretary.

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. The President shall preside at all meetings of the Members and Directors, shall be ex-officio a Member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board to some other officer or agent of the 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 or the President. In the event there shall be more than one (1) Vice President elected by the Board, then they shall be designated "First" (1st) and "Second" (2nd) and shall exercise the powers and perform the duties of the presidency in such order.

8.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Board 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 seal of the Association and shall affix it to instruments requiring the 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 or the President. In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

8.5 TREASURER. The Treasurer shall have custody of all funds of the Association, including money, securities and evidences 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 for examination at reasonable times. The Treasurer shall, at the Board's option, submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Board or the President. In the absence of the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.

8.6 DELEGATION OF FUNCTIONS. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent, employee, accountant or other trained professional provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent, employee, accountant or other trained professional in the performance of such functions.

ARTICLE 9. COMMITTEES

9.1 APPOINTMENT AND REMOVAL. In addition to the authority of the President, the Board may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee Members.

9.2 NOTICE. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation.

Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

9.3 TERM OF OFFICE. Each Member of a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed unless the committee is terminated sooner or the Member is removed from the committee, the Member resigns, or unless such Member shall cease to qualify as a Member thereof.

9.4 QUORUM. Unless otherwise provided in the resolutions of the Board designating the committee, a committee may meet only when a quorum (a simple majority) is present. The act of a majority of the Members present at a committee meeting at which a quorum is present shall be the act of the committee.

9.5 SCOPE AND RULES. Each committee shall abide by the scope and stated purpose of the committee as defined by the President or Board, and may adopt rules for its operation not inconsistent with these Bylaws and with rules adopted by the President or Board.

9.6 REPORTS AND ACTION. Every committee shall report its findings directly to the Board. A committee may not take action on behalf of the Association and the Board unless the Board adopts a written resolution specifically empowering the committee to take such action.

9.7 CANDIDATE SEARCH COMMITTEE. A Director candidate search committee composed of not less than three (3) Members may be appointed by the Board not less than ninety (90) days prior to the annual membership meeting. The purpose of the committee shall be to seek qualified Director candidates and encourage those persons to nominate themselves as Director candidates. The candidate search committee shall in no event nominate or recommend a specific candidate to run for a Director position, but shall generally recruit and encourage eligible persons to nominate themselves as Director candidates.

9.8 OTHER COMMITTEES AND CHAIRPERSON. The Board may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint and remove committee Members, and designate the chairpersons of each committee. One Member of each committee shall be appointed the chair of the committee.

9.9 VACANCIES. Vacancy in the Members of any committee may be filled by the Board or President, as applicable, in the same manner as provided in the case of original appointments.

**ARTICLE 10.
COMPENSATION**

There shall be no compensation for officers or Directors of the Association, except for reimbursement of expenses properly incurred by such officer or Director in furtherance of Association business.

**ARTICLE 11.
RESIGNATIONS**

Any Director, officer or committee Member may resign his or her position at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director, officer or committee Member shall constitute an automatic resignation of such Director or officer without need for a written resignation. Within three (3) days of a resignation from his or her position, the former Director, officer or committee Member must return all Association Property, including all Association records.

**ARTICLE 12.
FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

12.1 ACCOUNTS. The receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with Florida law and generally acceptable accounting principles.

12.2 BUDGET. The Board shall adopt a budget of Common Expenses 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 to or served on all Owners not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

A. If the Board adopts in any fiscal year an annual budget which requires Assessments against Owners which exceed one hundred fifteen percent (115%) of Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of the Members of the Association. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the

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Board shall hand-deliver to each Owner, or mail to each Owner at the address last furnished to the Association, a notice of the special meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed and maintained among the official records of the Association. Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of the Members of the Association. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

B. Any determination of whether the Assessments exceed one hundred fifteen percent (115%) of Assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for maintenance, repair or replacement of the Condominium Property and Association Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property or Association Property.

12.3 STATUTORY RESERVES. In addition to annual operating expenses, the budget(s) shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, Building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds ten thousand dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the Members of the Association have determined, by a majority vote of those present at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of those present at a duly called meeting of the Association.

12.4 OTHER RESERVES. The Board may establish one or more non-statutory reserve accounts for general deferred maintenance and capital expenditures. The amounts proposed to be so reserved shall be included in the proposed annual budget.

12.5 ANNUAL BUDGET ASSESSMENT. The annual Assessment, to fund the annual budget, shall be paid by the Owners in quarterly installments, in advance. (The Board may elect to collect Assessments monthly in which event all references to "quarterly" shall be interpreted to mean "monthly"). The Association shall provide the Owners annual notice of the amount of the payments. If an annual budget is not adopted or notice of a budget or quarterly payments is not

provided to the Owners, the preceding budget or amount of quarterly payments shall continue until such budget is adopted or such notice is provided, as applicable. If the annual Assessment proves to be insufficient, the Board may amend the budget and Assessments at any time, subject to the notice and approval requirements herein.

12.6 SPECIAL ASSESSMENTS. The Board may levy special Assessments for expenses beyond those included in the annual budget.

12.7 DEPOSITORY. The funds of the Association shall be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board.

12.8 FINANCIAL REPORTING. Within ninety (90) days after the end of the 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. 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 Owner at the address last furnished to the Association by the Owner, or hand-deliver to each Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the Owner, without charge, upon receipt of a written request from the Owner. Financial statements (whether it be 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 may elect to provide a greater level of financial reporting than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the Owners may vote to reduce the level of financial reporting prepared or caused to be prepared. 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.

12.9 FIDELITY BONDS. Fidelity bonds shall be required of all persons who control or disburse funds of the Association (i.e., those individuals authorized to sign checks and President, Secretary and Treasurer of the Association). The fidelity bonds or insurance policy must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds are a Common Expense.

12.10 FISCAL YEAR. The fiscal year for the Association shall begin on the first day of April of each calendar year. The Board may adopt a resolution establishing a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

12.11 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT.

If an Owner shall be in default in the payment of an installment of an Assessment, the Board may accelerate the remaining installments of the Assessment upon not less than twenty (20) days' notice to the Owner, delivered by certified mail, return receipt requested, and then the total unpaid balance of the annual Assessment shall come due and payable upon the date stated in the notice. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated.

12.12 APPLICATION OF SURPLUS. Any payments or receipts to the Association paid during the year in excess of the operating expenses and other Common Expenses may, at the discretion of the Board, either be returned to the Owners or applied as a credit toward future Assessments.

**ARTICLE 13.
ROSTER OF UNIT OWNERS**

Each Owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership of a Condominium 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. Each Owner shall provide and maintain with the Association the Owner's current mailing address, Unit identification, voting certifications, and telephone numbers. Each Owner has the duty to promptly notify the Association of any change of address or other pertinent information. The Association shall also maintain the electronic mailing addresses of Owners who consent to receive notice by electronic transmission. The electronic mailing addresses are not accessible to Owners unless an Owner consents in writing to the disclosure of this protected information. Only 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 14.
PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Condominium Act, Florida Not For Profit Corporation Act, case law, the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or Rules and Regulations adopted from time to time by the Board to regulate the participation of Owners at Board, membership, and committee meetings, and to otherwise provide for orderly corporate operations. The failure to strictly conform to these rules of order shall not invalidate an otherwise validly undertaken action.

**ARTICLE 15.
AMENDMENTS**

These Bylaws may only be altered amended or added to in accordance with the following terms, conditions and procedures:

15.1 NOTICE. Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike throughs. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike throughs as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of Bylaw. See Bylaw _____ for present text."

15.2 ERRORS. Non-material errors and omissions in a Bylaws amendment or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

15.3 PROPOSAL AND ADOPTION. An amendment may be proposed by either a majority of the Board or by not less than twenty (20%) percent of the voting interests of the Association who request a special meeting for that purpose. Approval of a proposed amendment must be by not less than a majority of the members voting in person or by proxy. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing providing it is delivered to the Secretary at or prior to the meeting.

15.4 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall recite the Official Records Book and Page of the original recorded Declaration of Condominium and shall be executed by the appropriate officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Manatee County, Florida.

**ARTICLE 16.
RULES AND REGULATIONS**

The Board may promulgate reasonable Rules and Regulations governing the use of Units, Common Elements, Limited Common Elements, Association Property, and the operation of the Association, provided that no such rule shall be inconsistent with any Owner right provided in the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

**ARTICLE 17.
CONSTRUCTION AND CAPTIONS**

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. 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.

**ARTICLE 18.
MANDATORY ARBITRATION OF DISPUTES**

Prior to commencing litigation, unresolved disputes between the Board and Owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.

**ARTICLE 19.
DOCUMENT CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration of Condominium; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

**ARTICLE 20.
OFFICIAL RECORDS**

The Association shall maintain official records as required in Section 718.111(12) of the Florida Statutes, as the same may be amended from time to time.

**ARTICLE 21.
WRITTEN INQUIRIES BY MEMBERS**

When an Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Condominiums, Timeshares, and Mobile Homes ("the Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the

inquiry as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

The Association may through its Board adopt reasonable Rules and Regulations regarding the frequency and manner of responding to Owner inquires, one of which may be that the Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

EXHIBIT "D"

Depicts L.C.E. Side Landscaped Areas and Unit Buffer Areas described in Article 3.7.B. and C. of the Declaration. The depiction herein is not to scale. The actual area of L.C.E. is defined in Article 3.7.B. and C. of the Declaration and shall control.

