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2014035043

AMENDED AND RESTATED

DECLARATIONS OF CONDOMINIUM

OF

PINE RUN, a Condominium
PINE RUN, SECTION II, a Condominium
PINE RUN, SECTION III, a Condominium

WHEREAS, the original Declaration of Condominium of PINE RUN, a condominium, was recorded in Official Records Book 1047, Page 2150, et seq.; the original Declaration of Condominium of PINE RUN, SECTION II, a condominium, was recorded in Official Records Book 1333, Page 0403, et seq.; the original Declaration of Condominium of PINE RUN, III, a condominium, was recorded in Official Records Book 1383, Page 905, et seq., all as amended and of the Public Records of Sarasota County, Florida (Declarations of Condominium), and

WHEREAS, there have been several amendments to each of the three Declarations of Condominium as reflected by instruments recorded in the public records, and

WHEREAS, a significant package of amendments was recently approved by an affirmative vote of the membership in the three condominiums as follows:

1. Pine Run, a condominium achieved an affirmative vote of not less than 2/3rds of the entire voting interests of the unit owners in this of the condominium; and
2. Pine Run, Section II, a condominium achieved an affirmative vote of not less than 2/3rds of those unit owners who cast a vote in this condominium; and
3. Pine Run, Section III, a condominium achieved an affirmative vote of not less than 2/3rds of those unit owners who cast a vote in this condominium.

This vote of the unit owners in each of the condominiums was achieved at a duly convened members' meeting held on the 4th day of February, 2014, as required by each of the three Declarations of Condominium.

NOW, THEREFORE, PINE RUN ASSOCIATION, INC., does hereby amend and restate and combine into one document the three Declarations of Condominium for PINE RUN, a condominium, PINE RUN, SECTION II, a condominium, and PINE RUN, SECTION III, a condominium, for the purpose of integrating all of the provisions of the three Declarations of Condominium, together with previously recorded amendments for each of the three Declarations of Condominium, and recently adopted amendments and does hereby resubmit the lands described therein to the terms, covenants, conditions, easements and restrictions thereof which are covenants running with each of the condominium properties and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium properties.

(Substantial Rewrite of the three Declarations. See the Original Declarations and Prior Amendments for Current Text.)

ARTICLE 1 PURPOSE

1.1 Purpose. The purpose of these Declarations initially was to submit the fee simple title to the lands described in each of the instruments and the improvements now or hereafter constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as most recently amended, herein called the "Condominium Act". Chapter 718, Florida Statutes, is incorporated herein by reference and all provisions thereof shall apply to these three condominiums, except that these Declarations and their Exhibits incorporated therein shall control to the extent that the Condominium Act allows such documents to vary the provisions of the Act.

ARTICLE 2 IDENTIFICATION

2.1 Name and Address. The names by which the three condominiums are known are PINE RUN, a condominium; PINE RUN, SECTION II, a condominium; and PINE RUN, SECTION III, a condominium,, and the address where the condominiums are located is 300 Blackburn Point Road, Sarasota, Florida.

2.2 The Land. The lands, which were turned over by the Developers to the Association, in fee simple, which were submitted to the condominium form of ownership are the lands lying in Sarasota County, Florida, more particularly described in Exhibits attached to each of the three Declarations of Condominium, as originally recorded, and are made a part hereof subject to the easements and other matters set forth therein or hereinafter described in this Amended and Restated Declaration.

ARTICLE 3

DEFINITIONS

3.1 Definitions. The terms used in these Declarations and their Exhibits, all of which were attached to each of the three Declarations as originally recorded and which are all incorporated herein, shall have the meanings stated in the Condominium Act and as hereinafter provided, unless the context otherwise requires.

3.2 Unit. Unit means a part of the condominium properties which is subject to exclusive ownership. When used in a conveyance of a unit, and elsewhere when the context permits, the word unit shall include the appurtenances thereto including but not limited to carports and assigned parking spaces as are elsewhere described in this document.

3.3 Developer. Developer means Paver Development Corp., a dissolved Florida corporation and Pine Run Development, LTD., a dissolved Florida Limited Partnership, their designees, successors and assigns.

3.4 Unit Owner or Owner of a Unit. Unit owner or owner of a unit means a record owner of legal title to a condominium parcel.

3.5 Association. Association means PINE RUN ASSOCIATION, INC., a not for profit Florida corporation, which is responsible for the operation of the three condominiums, and its successors and assigns and any entity which operates or maintains other real property in which each of the three condominiums' unit owners have use rights, where unit owner membership in the entity is composed exclusively of condominium unit owners in each of the three condominiums, or their elected or appointed representatives, and where membership in the entity is a required condition of unit ownership.

3.6 Common Elements. Each of the three condominiums shall contain their separate common elements as described in the plot plan as originally recorded for each condominium. In general, the common elements for each of the three condominiums shall include: (a) the portions of the condominium property not included in the units; (b) tangible personal property required for the management, maintenance, repair and operation of the condominium's common elements; and (c) other items as stated in the Condominium Act.

3.7 Limited Common Elements. Each of the three condominiums shall contain their separate limited common elements as described in the plot plan as originally recorded for each condominium. Limited common elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units including, but not limited to, the heating and air-conditioning equipment.

3.8 Common Expenses. Each of the three condominiums shall bear their own common expenses as is required by the Condominium Act. The common expenses of any of the three condominiums shall not be commingled with the common expenses of any other condominium managed by the Association, except that common expenses shall be

pro-rated between two or more of the three condominiums, as necessary, for expenses which are shared by two or more of the condominiums. The common expenses means all expenses and assessments properly incurred by the Association for each of the three condominiums and all the expenses for which unit owners are liable to the Association and include:

(a) Costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the common elements and limited common elements for each condominium, and of the portions of units to be maintained by the Association, including but not limited to:

(1) Premiums for fire, windstorm and other casualty, workers' compensation and other liability insurance, as provided herein.

(2) Administrative costs of the Association, including professional fees and expenses.

(3) Costs of water and sewage service, solar energy systems, garbage collection and trash removal, and all other utilities which are not metered or charged to the individual condominium units shall either be pro-rated between the three condominiums or if not a shared service, then the expense shall be allocated to the appropriate condominium to which the charge was incurred.

(4) Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the common elements for each of the three condominiums.

(5) The cost of such additional land and improvements as may be purchased and added to one or more of the three condominiums as common element or as limited common element by action of unit owners of that condominium shall be a common expense as to the condominium(s) which participate in the purchase or addition.

(6) Damages to each of the three condominium properties in excess of insurable coverage.

(7) The pro-rata share of expenses related to the management of each of the three condominiums and the Association, including the following:

- (i) Salary of a manager, if any, his assistants and agents, and
- (ii) Other expenses incurred in the management of the condominium properties.
- (iii) Management fees charged by management companies, if any.

(8) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the three condominium properties and in carrying out the Association's duties and responsibilities as provided by the Condominium Act, these Declarations, the Articles or the Bylaws.

(b) Expenses declared common expenses by provisions of these three Declarations, the Articles, the Bylaws or the Condominium Act.

(c) Any valid charge against each of the three condominium properties as a whole.

(d) The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular unit (whether such equipment is located inside or outside of the unit) shall not be a common expense for any of the three condominiums, but shall be the individual expense of the owner of the unit being served by such equipment as such equipment is a limited common element in each of the three condominiums.

(e) The cost of master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense for each of the three condominiums or the Association.

3.9 Condominium. Condominium means all of the three condominium properties as a whole or one or more of the three condominiums when the context so permits, as well as the meaning stated in the Condominium Act.

3.10 "Singular", "Plural", Gender. Whenever the context so permits, the use of the "plural" shall include the "singular", the "singular" the "plural", and the use of any gender shall be deemed to include all genders.

3.11 Utility Services. As used in the Condominium Act and as construed with reference to these condominiums and as used in these Declarations, the Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, cable T.V., hot and cold water, heating, refrigeration, air-conditioning, garbage, trash and sewage disposal, and solar energy system.

3.12 Association Property. Association Property means that property, real and personal, which is owned or leased, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

3.13 Committee. Committee means a group of Board members, unit owners, or Board members and unit owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

ARTICLE 4 DEVELOPMENT PLAN

4.1 Development Plan. The three condominiums are described and established as follows:

4.2 Survey, Graphic Description of Improvements and Plot Plan. The surveys' of the land, a graphic description of the improvements in which the units are located and the other improvements of the three condominiums and the plot plans locating the improvements thereon and identifying each condominium's common elements and each condominium's units and providing accurate representations of their locations and dimensions are attached to the respective Declarations for each of the three condominiums as a composite Exhibit as originally recorded and each of which are integrated into this document and made a part hereof.

4.3 Easements. Each of the following easements were granted to each of the three condominiums by its Developer, by way of the original recorded Declaration for that condominium, and these easements run with the Association as the Developers' successor and assigns and the unit owners for each condominium. These easements are covenants which run with the land for each condominium to which they were granted and notwithstanding any of the other provisions of these Declarations, may not be amended or revoked and shall survive the termination of each of the three condominiums and the exclusion of any of the lands of each of the three condominiums from that condominium.

(a) Utilities. As may be required for utility services in order to adequately serve each of the condominiums, the units and all portions thereof, provided, however, easements through a unit shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the unit owner. The unit owners in each Pine Run condominium shall have a perpetual nonexclusive easement for ingress and egress, utilities and drainage over, under and through the common element of each other Pine Run condominium, and such easement shall survive the termination of any Pine Run condominium, unless otherwise agreed upon by the effected condominium's unit owners.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, stairways, parking areas, paths, walks and lanes, as the same may from time to time exist, upon the common elements for each of the three condominiums; and for vehicular traffic over, through and across such portions of each condominiums' common element as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of any of the condominium properties not intended for such use.

(c) Easement for Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common element in any of the three condominiums or upon any other unit by reason of original construction or by the non-purposeful or non-negligent

act of the unit owner, then an easement appurtenant to such encroaching unit, to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element in any of the three condominiums shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) Support. Every portion of a unit contributing to the support of any of the condominium buildings or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

(e) Lake and Drainage. The lake which covers a part of the common elements of each of the three condominiums and the recreation area is a man-made lake forming a part of the drainage system for Pine Run. The Association received a nonexclusive perpetual easement over all such lake areas and drainage systems for the purposes intended and ingress and egress to maintain same. The Association shall pay a pro rata share of maintenance, care and upkeep of said lake and entire drainage system whether or not same is constructed upon common elements or lands owned by the Association.

(f) Other Easements. Other easements, if any, as may be set forth in Exhibits as attached to the respective Declaration for each of the three condominiums, as originally recorded.

4.4 Improvements. Pine Run, a condominium includes 66 residential units; Pine Run, Section II, a condominium includes 38 residential units; and Pine Run, Section III, a condominium includes 43 residential units. The common elements in each of the three condominiums include open parking areas, driveways, lawn and landscaping and other improvements and facilities as shown on Exhibits as attached to each of the Declarations for the three condominiums as originally recorded. The units, buildings and other improvements and facilities are located substantially as shown in the plans attached to each of the Declarations for the three condominiums as originally recorded.

4.5 Unit Boundaries. Each unit shall include that part of the building containing the unit which lies within the boundaries of the unit, which boundaries shall be determined in the following manner:

(a) Pine Run, a condominium:

(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:

(i) Upper Boundary - The plane of the undecorated finished ceiling, which would be the uppermost undecorated finished ceiling in the case of a unit with more than one story.

(ii) Lower Boundary - the horizontal plane of the undecorated finished floor, which would be the lowermost floor in the case of a unit with more than one story.

(2) Perimetrical Boundaries. Perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries, and when there is attached to the unit a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. Such boundaries shall also include the terraces serving such units.

(b) Pine Run, Section II, a condominium and Pine Run, Section III, a condominium:

(1) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to their intersection with the perimetrical boundaries:

(i) Upper Boundary - the horizontal plane of the undecorated finished ceiling of the unit, extending to its intersection with the perimetrical boundaries.

(ii) Lower Boundary - the horizontal plane of the unfinished concrete floor of the unit, extending to its intersection with the perimetrical boundaries.

(2) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. When there is attached to the unit a balcony, porch, terrace, patio or canopy, said attachment is a limited common element.

4.6 Common Elements. Each of the three condominiums contains its own common element as described in the Declaration for each condominium, as originally recorded. The common element of any of the three condominiums shall not be commingled with the common element of any other condominium managed by the Association. The common element of each of the three condominiums include the land and all other parts of the condominiums not within the units and include, but are not limited to the following items:

(a) All of the lands which are described in each of the condominiums' plot plans;

(b) All improvements and parts thereof which are not included within the boundaries of the respective condominium units;

(c) All planting areas and planters (outside of units), lawns, trees, grass and shrubs;

(d) All driveways, sidewalks, stairways (except those in Pine Run, a condominium which are defined as part of the unit in Article 4.5(a) above), hallways and other means of ingress and egress to the units;

(e) Other recreation facilities;

(f) All mechanical equipment outside the respective condominium units, but not the heating and air-conditioning equipment serving each unit.

(g) Any utility areas and installations and all utility services which are available to more than one unit or to the common elements of each condominium and which are not owned by the respective utility companies, including easements through the units necessary to provide such services;

(h) All guest parking areas not assigned to a unit as limited common elements, but the Association is given express right to assign or re-assign same to a unit if it deems this is desirable, and all driveways and other means of ingress and egress;

(i) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements for each of the condominiums and up to the exterior surface of the unit wall which are not owned by utility companies;

(j) All tangible personal property required for the maintenance and operation of each of the condominiums and for the common use and enjoyment of the unit owners;

(k) Alterations, additions and further improvements to the common elements of each condominium;

(l) Any lands owned by the Association and submitted to condominium ownership by an amendment to any of the Declarations approved and executed as provided herein for amendments generally, pursuant to the provisions of Chapter 718, Florida Statutes; and

(m) The forgoing and all other common elements for each condominium shall be available for use by the condominiums' respective unit owners without discrimination except as herein set forth. Such use will be without charge except as authorized by these Declarations.

4.7 Limited Common Elements. The following portions of the condominium properties shall be considered limited common element (LCE), as are indicated on the condominium plot plan as attached to the Declaration for each respective condominium,

as originally recorded, and as otherwise stated herein, to be used exclusively by the owner of such specific unit:

(a) Balconies, porches, courtyards, garages, carports and storage areas by reference to a specific unit number;

(b) Exterior stairways that serve a single unit, whether or not shown on the plat (except those in Pine Run, a condominium which are defined as part of the unit in Article 4.5(a) above);

(c) The exclusive use of at least one such covered or uncovered parking space was assigned by the Developer for the respective condominium to the owner of each unit. An owner receiving such an assignment and the lawful occupants of such units shall thereafter have the exclusive right to the use of such space, which shall thereafter be appurtenant to the unit and may be transferred and reassigned only in connection with the sale, lease or transfer of the unit. A sale or transfer of a unit shall automatically, without further documents being filed, transfer the exclusive right to use such space to the new owner. Prior to the 2014 year, the use of certain carports may have transferred between units. The transfers made between these unit owners will constitute the valid assignment of that carport as an appurtenance to the owner's unit. Hereafter, the carport can no longer be transferred between owners. The Board of Directors may by way of Rules and Regulations govern the use of assigned carports and parking spaces.

(d) The use of the porches, balconies, courtyards, garages and carports designated as LCE shall be subject to the restrictions provided herein, and they shall not be used for the storage of any apparatus, equipment or thing (except automobiles in the garages and carports) without the written consent of the Board of Directors of the Association;

(e) The land under each respective unit is a LCE to be used exclusively by the owner of the respective unit above it.

ARTICLE 5 THE UNITS

5.1 The Units. The units of these condominiums are more particularly described and the rights of their owners established as hereinafter provided.

5.2 Number of Units. There are a total of 66 residential units in Pine Run, a condominium; and a total number of 38 residential units in Pine Run, Section II, a condominium, and a total number of 43 residential units in Pine Run, Section III, a condominium.

5.3 Unit Identification. Each unit and carport in each condominium is identified by its corresponding number.

5.4 Appurtenances to Units. The owner of each unit shall own a share and certain interests in the condominium property in which his unit is located, which share and interest are appurtenant to his unit, including but not limited to the following items that are appurtenant to the units as indicated:

(a) Common Elements and Common Surplus. The undivided shares in the land and other common elements and in the common surplus which are appurtenant to each unit in Pine Run, a condominium shall be a 66th; in Pine Run, Section II, a condominium shall be 38th; and in Pine Run, Section III, a condominium shall be 43rd.

(b) Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

5.5 Liability for Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses for the condominium in which his unit is located and in the expenses of the Association, such share for those units located in Pine Run, a condominium shall be a percentage as reflected in the Declaration as originally recorded; in Pine Run, Section II, a condominium shall be a percentage as reflected in the Declaration as originally recorded; and in Pine Run, Section III, a condominium shall be a percentage as reflected in the Declaration as originally recorded.

ARTICLE 6 MAINTENANCE, ALTERATION AND IMPROVEMENT

6.1 Maintenance, Alteration and Improvement. The responsibility for the maintenance of the condominium properties and restriction upon the alteration and improvement thereof shall be as hereinafter provided.

6.2 By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of a unit, except interior surfaces, contributing to the support of the buildings, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and 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 each of the condominiums other than or in addition to the unit within which contained;

(c) All of the common elements in each of the three condominiums.

(d) All structural portions of all limited common element, in each of the three condominiums, including but not limited to the carport shed doors, shall be

maintained by the Association, except those areas specifically required to be maintained by unit owners.

(e) All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

(f) Electrical wiring up to the service panel or meter for each unit.

(g) Water pipes which serve more than one unit or the common element.

(h) Television lines up to the wall outlet.

(i) Sewer lines up to the point where they serve only one unit.

(j) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

(k) All exterior building walls, including painting, waterproofing, and caulking, but excluding the painting of the wall separating the balcony from the unit when it is enclosed by a screen or other means, in which event it shall be painted by the owner.

(l) The balcony railings.

6.3 Recreation Facilities. Certain recreation facilities have heretofore been conveyed to the Association by deed recorded in Official Records Book 1148, page 1184, Public Records of Sarasota County, Florida. All costs and expenses incurred in the maintenance, repair and replacement of such facilities and insurance and taxes thereon shall be paid by the Association as part of the common expenses assessed to all unit owners having a right of use of such facilities. The use of such facilities shall be subject to such restrictions, Rules and Regulations as may be promulgated by the Board of Directors. The Association is permitted to enter into an agreement, from time to time, with the neighboring homeowner association for the purpose of sharing the use and expense of these facilities.

6.4 By the Unit Owner. The responsibility of the unit owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of his unit except the portions to be maintained, repaired and replaced by the Association. The unit owner shall also maintain, repair and replace all door and window hardware, including sliding glass door assemblies and tracks; outside windows, window frames, louvers, doors, including any sliding glass doors, screens, screening and screen supports, whether located within the unit or on the common element, including but not limited to those items located in screened porches. Such shall be done without disturbing the rights of other unit owners and upon obtaining the written approval of the Board of Directors. These items shall be

repaired, painted or replaced with colors and material as similar to original equipment as is available.

(b) To maintain, repair and replace, at his expense, all air-conditioning and heating equipment, ducts and lines serving his unit, whether located within the unit or on the common element.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit without the prior approval of the Board of Directors of the Association.

(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(e) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or in the common element and serving only the unit which includes all electrical lines between the unit and its individual service panel and its meter, all water up to the unit's individual water meter and waste lines, which serve only their unit, whether located within the unit or on the common element.

(f) Carpeting and other floor coverings.

(g) Shower pans.

(h) The main water supply shut-off valve for the unit.

(i) Other facilities or fixtures that are located or contained entirely within the unit and serve only the unit.

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

(k) The interior surface and interior decorations of all limited common elements, including porches, balconies, carports, courtyards and storage areas (provided that if they are visible from any common element or other unit same shall be maintained in a uniform manner with other "LCE's" and in a manner acceptable to the Board of Directors; plantings in courtyards and the surface of all floors in all "LCE's". Structural portions of all "LCE's" shall be maintained by the Association.

(l) Other Unit Owner Responsibilities:

(1) Balconies. Where a limited common element consists of a balcony area, the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and all fixed glass and sliding glass and screen doors in portions of the entrance way to

said area, if any and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of the railings and all exterior walls (but not the painting of the wall separating the balcony from the unit if it is enclosed by screening or other means) and the concrete slabs or wood deck flooring if no concrete slab exists on the balcony.

(2) Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(3) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the Rules and Regulations of the Association.

6.5 Water Intrusion. Neither the Association nor any unit owner shall be liable for any damage to the property or person of any other unit owner or occupant caused by water intrusion into a unit through the common elements or from another unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or unit owner is guilty of gross negligence or willful and wanton misconduct. Insurance requirements as contained in Chapter 718, Florida Statutes, remain the Association's obligation.

6.6 Alteration and Improvement. Neither a unit owner nor the Association shall make any alterations in the portions of a unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the unit, or impair any easement, without first obtaining the approval in writing of all owners in the unit in which such work is to be done, and the approval of the Board of Directors. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

6.7 Unit Owner Modifications. If a unit owner makes or has made any modifications, installations or additions to his unit, the common elements, or the limited common elements appurtenant to his unit, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the condominium property, provided, however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors.

6.8 Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements (such as the electrical, plumbing, air conditioner system, and water heater), such owner shall be deemed to have warranted to the Association and its members that the proper County permits are received and that the contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.9 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant common elements as required by these Declarations, or makes any additions or alterations without the required written consent of the Association, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit or common element, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or to remove any unauthorized additions or alterations. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other expenses of collection, if any, and shall constitute an assessment. This assessment may be collected by way of a lien on the unit and may be foreclosed in the same manner as is described in these Declarations.

6.10 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements appurtenant to his unit, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any common element appurtenant to the unit (except those common elements required to be maintained by the Association as provided in these Declarations), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to either units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. Any costs and expenses incurred to mitigate the damage or to prevent its spread shall be the unit owner's responsibility to pay to the vendor. In the event the unit owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the unit owner as an assessment, by means of a claim of lien as permitted by Article 7 of these Declarations. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

6.11 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under these Declarations, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. Each unit owner shall provide the Association with a current key to their unit. No unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied. If the Association cannot access a unit by use of the key provided, then the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage to the unit, surrounding units and common elements resulting from delay in gaining entrance to the unit caused by the non-availability of a key. In the event the unit owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 7 of these Declarations. In addition, each unit owner shall maintain a storage shed key in an accessible location within their unit, with such location provided to the Association in writing in order that the Association may access the shed for utility purposes, as necessary.

6.12 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses of the respective condominium where the unit is located. An owner has the option to decline such service by written Physician's statement delivered to the Association. The Association may determine that despite the owners written request to discontinue service, such service is necessary for the protection of the balance of the condominium where the unit is located. In which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on the same time schedule as the Association's schedule, to perform pest control services and furnish written evidence thereof to the Association. Each owner who declines pest control service shall be responsible for all expenses which flow from this decision. Because the cost of pest control service provided by the Association is part of the common expenses for the condominium where the unit is located, the election of an owner not to use such service shall not reduce the owner's assessments.

6.13 Common Elements, By the Association. The maintenance, replacement, repair and operation of the common elements of each condominium shall be the responsibility of the Association as a common expense, allocated to each particular condominium for the work performed for that property.

6.14 Alteration and Improvements of Common Elements. There shall be no material alteration, substantial additions or further improvement of common elements in any

of the condominiums or to real property which is Association property without prior unit owner approval. The vote to achieve this change for each condominium's common element is by an affirmative vote of not less than two-thirds (2/3rds) of the unit owners in that condominium who cast a vote, by limited proxy, at a properly called members' meeting. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved.

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

6.16 Liability of the Board for Architectural Decisions. No member of the Board shall be liable to any owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any owner submitting plans hereunder agrees:

(a) Not to seek any damages or make any claim arising out of approval of plans hereunder.

(b) To indemnify and hold Board members harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and other costs at all tribunal levels, arising out of the approval of any plans regardless of the negligence of the Board of Directors, their representative, or appointing entity.

ARTICLE 7 ASSESSMENTS

7.1 Assessments. The making and collection of assessments against the unit owners for common expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided. Such share for those units located in Pine Run, a condominium shall be a percentage as reflected in the Declaration as originally recorded; in Pine Run, Section II, a condominium shall be a percentage as reflected in the Declaration as originally recorded; and in Pine Run, Section III, a condominium shall be a percentage as reflected in the Declaration as originally recorded.

7.2 Share of Common Expenses. Each unit owner for those units located in Pine Run, a condominium shall be liable for a percentage, as reflected in the Declaration as originally recorded, of the common expenses for that condominium; in Pine Run, Section II, a condominium shall be liable for a percentage, as reflected in the Declaration as originally recorded, of the common expenses for that condominium, and in Pine Run, Section III, a condominium shall be liable for a percentage, as reflected in the Declaration as originally recorded, of the common expenses for that condominium. Therefore, each

unit owner shall be responsible in proportion to each unit's share in the common expenses, payable monthly, on the first day of each month, for the expenses associated with the Association. Furthermore, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year.

7.3 Annual Budget of Common Expenses. The annual budget of common expenses for each of the three condominiums and for the Association shall be adopted by the Board of Directors of the Association and a copy of the budget shall be provided to each unit owner as required by Florida law.

7.4 Interest; Application of Payments. Assessments and installments of 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 due until paid. All payments upon account shall be first applied to any interest accrued by the Association, then any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection and then to the assessment payment first due. All interest collected shall be credited to the general expense account. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

7.5 Late Fee. The Association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of \$25.00 or five percent (5%) of any installment of the assessment for each delinquent installment that the payment is late.

7.6 Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

7.7 Lien for Assessments or Other Expenses as Provided for in These Declarations. There shall be a lien for unpaid assessments as provided by the Condominium Act or for other expenses as provided for in these Declarations, which lien shall also secure costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.8 Estoppel Information. The Association shall, within fifteen (15) days after receiving a written request for same, certify to any owner, prospective purchaser of a unit, or mortgagee in writing (also referred to as an "estoppel letter"), signed by an officer of the Association, setting forth whether all assessments and other sums due the Association have been paid. In no event shall such fee be in excess of \$100.00 or as otherwise

permitted by law, whichever is greater. Such certificate may be relied upon by all interested persons.

7.9 Assignment of Rent. In the event the unit owner leases his unit, then the rent payment required from the tenant shall be payable to the Association in the event the unit owner becomes delinquent in payment of an installment of an assessment. The Association shall first provide the unit owner with written notice of the delinquent assessment. In the event the unit owner has not paid the assessment as provided for in the Condominium Act in a timely fashion, then the Association shall provide written notice to the owner and the tenant requiring that all rent payable on the property be delivered and made payable to the Association until such time as the assessment obligation for the unit is brought current.

7.10 Resale Capital Contributions. The Association has the power to levy a resale capital contribution upon the transferee in any conveyance of title to a unit, by an owner/member to a new resident (i.e., not a current owner/member). The amount of the resale capital assessment and the manner of payment shall be as determined by a resolution of the Board from time to time, but in any event shall be levied in an amount not to exceed three (3) month's assessment payment for the unit being purchased. The due date shall be the date of the closing of the conveyance. Payment of the resale capital contribution shall be the legal obligation of the transferee. For purposes of this Section 7.10, the terms "conveyance" shall mean any transfer of record legal title to a unit, by deed or other means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed or "land contract." It does not refer to a transfer of title resulting from foreclosure of a lien, or a deed in lieu of foreclosure, or the death of the transferor, nor to a transfer of title to a trustee, or a corporation, or the transferor's current spouse, without changing occupancy, solely for estate planning or other financial or tax reasons. All monies raised by the Resale Capital Contribution shall be placed in the Association's Reserve Account.

7.11 Recreation Facilities. All costs and expenses incurred in the maintenance, repair and replacement of the recreational facilities and insurance and taxes thereon shall be paid by the Association as part of the common expenses assessed to all unit owners having a right of use of such facilities. The use of such facilities shall be subject to such Rules and Regulations as may be promulgated by the Board of Directors.

7.12 Lake and Drainage. The lake which covers a part of the common elements of each of the three Pine Run condominiums and the recreation facilities is a man-made lake forming a part of the drainage system for Pine Run. The Association shall pay a pro rata share of maintenance, care and upkeep of said lake and entire drainage system whether or not same is constructed upon common elements or lands owned by the Association.

ARTICLE 8 ASSOCIATION

8.1 Association. The operation of the three condominiums shall be by Pine Run Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth. All of the affairs and property of the condominiums and of the Association shall be controlled by the officers and Board of Directors of the Association.

8.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association were attached to each Declaration as originally recorded, as an Exhibit.

8.3 Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium properties as set forth in the Condominium Act, these Declarations and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of these Declarations to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including, but not limited to country clubs, club houses, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominiums, intended to provide for the enjoyment, recreation or other use or benefit of unit owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the condominiums and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by these Declarations, the Bylaws or the Condominium Act to have the approval of the Board of Directors or the membership of the Association.

8.4 Bylaws. The administration of the Association and the operation of the condominiums' properties shall be governed by the Bylaws, as amended, a copy of which was attached as an Exhibit to each of the Declarations as originally recorded.

8.5 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominiums' properties, the Association shall not be liable to unit owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

8.6 Restraint Upon Assignment of Shares and Assets. The share of members in the funds and assets of the Association or of the condominium in which his unit is located cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance of his unit.

8.7 Approval or Disapproval of Matters. Whenever a decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of record owners is specifically required by these Declarations or the Condominium Act.

8.8 Membership and Voting Rights. All unit owners in the three condominiums are and must be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. The owners of each unit shall be entitled to cast one (1) vote for each unit owned notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

8.9 Rules and Regulations. The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements in their respective condominium and in the recreational facilities, except as they may be restricted by the reasonable and uniform Rules and Regulations duly adopted by the Association Board of Directors from time to time, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

ARTICLE 9 INSURANCE

9.1 Insurance. The insurance other than title insurance which shall be carried upon the condominium properties and the property of the unit owners shall be governed by the provisions hereinafter set forth.

9.2 Authority to Purchase; Named Insured. All insurance policies upon the condominium properties shall be purchased by the Association and the named insured shall be the Association individually and as agent for the unit owners in each of the three condominiums, naming them and their mortgagees as their interests may appear.

(a) Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of unit owners.

(b) The provisions of 718.111(11)(f), Florida Statutes, as amended, for insurance policies issued on or after January 1, 2009, are included herein.

(c) Pursuant to said provision, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "Association property," or any other terms found in the three Declarations of Condominium which define the scope of property or casualty insurance that the Association must obtain.

(d) The Association shall obtain property or casualty insurance for:

(1) All portions of each of the three condominium properties as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

(2) All material alterations, additions or improvements made to the three condominium properties or Association property.

(e) The Association's property or casualty insurance policy shall exclude all personal property within the units or limited common elements, and improvements and/or alterations made within a unit either by the current or prior unit owner, all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit.

(f) This insurance requirement includes, but is not limited to the obligation that the Association shall replace original fixtures and items located within the unit except as provided for in paragraph (e) above, drywall and perform mold remediation services within the boundaries of a unit, together with the obligation to repair and replace air conditioning and heating systems whether located within the unit or on the common element, as necessary, in the event of a casualty.

(g) The deductible for the Association's insurance policy shall be paid as a common expense for each casualty. The deductible will be paid by the unit owner if the following circumstances exist :

(1) The damage is within a unit and is a part of the unit which is the unit owner's obligation to insure, but the Association's insurance policy provides coverage for the claim.

(2) The damage is caused by the intentional conduct, negligence, or the failure to comply with the terms of these Declarations or the Association Rules and Regulations by the unit owner, member's of his family, other unit occupants, tenants, guests or invitees.

(h) Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

9.3 Insurance Deductible. The insurance policies may include deductibles as determined by the Board of Directors. The deductible shall be consistent with industry standards and prevailing practice for communities of similar size, age, construction and facilities of this condominium in Sarasota County. The Board of Directors shall establish the amount of the insurance deductibles based upon the level of available funds and predetermined assessment authority at a properly called Board of Director meeting. The Board meeting agenda shall state the proposed deductibles, the available funds, the assessment authority relied upon by the Board and an estimate for any potential

assessment amount levied against each unit to fund the deductible for each casualty, if any.

9.4 Mortgagee Approval. So long as an institutional first mortgagee shall hold a mortgage upon any unit, the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This subparagraph shall be construed as a covenant for the benefit of, and may be enforced by, any institutional first mortgage.

9.5 Casualty. All buildings and improvements upon the lands and all personal property included in the condominiums' properties shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined by an independent insurance appraisal or update of a prior appraisal. The full insurable value shall be determined at least once every 36 months. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(b) Flood insurance, if required by any lenders; and

(c) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

9.6 Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group, to a unit owner.

9.7 Workers' Compensation. Workers' Compensation insurance shall be carried to meet the requirements of the law.

9.8 Other Insurance. The Association shall carry such other insurance and in such amounts as the Board of Directors shall determine from time to time to be desirable.

9.9 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.10 Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided, however, that no claims relating to an individual unit upon

which there is a first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage.

9.11 Reconstruction and Repair. If any part of the three condominium properties shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that one or more of the condominiums shall be terminated.

9.12 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and institutional first mortgagees holding mortgages on the units involved.

9.13 Responsibility. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair.

9.14 Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.15 Assessments. 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, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, as part of the common expenses of the condominium in which the damage occurred, to be assessed against the unit owners of the condominium in which the damage occurred.

9.16 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against unit owners of the condominium in which the damage occurred, shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as common surplus for the condominium in which the damage occurred.

9.17 Unit Owner Insurance Obligation. Each unit owner shall be responsible for insuring the contents of his unit which belong to him, the portions of the unit which are the unit owner's obligation to insure pursuant to Chapter 718, Florida Statutes and any improvements made within his unit.

9.18 Negligence. In the event the Board of Directors determines that such casualty loss was proximately caused by the negligence of the occupant of any unit, the owner of said unit may be assessed a sum sufficient to reimburse the Association and/or the condominium in which the damage occurred, for the deficiency in insurance proceeds and the Association shall have a lien for such amount, plus interest at the rate of 18% annum from the date of such assessment, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act and such lien is collectable as provided for in Article 7 of this Declaration.

9.19 Surplus of Insurance Proceeds. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus for either the Association or the condominium in which the damage occurred, as is required by the Condominium Act

ARTICLE 10 USE RESTRICTIONS

10.1 Use Restrictions. The use of the property of each of the three condominiums shall be in accordance with the provisions hereinafter set forth.

10.2 Units. Each of the units shall be occupied only by the owner, his tenants, servants and guests, and the respective families and guests of the owner and his tenants, as a residence and for no other purpose.

10.3 Subdivide Unit. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending the Declaration for the condominium in which the unit is located, to show the changes in the units to be affected thereby.

10.4 Commercial Use. No part of any of the three condominium properties shall be used directly or indirectly for any business or other non-residential purpose, except that unit owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the unit as a residence, but only if the activity is permitted under the zoning regulations of Sarasota County, and is confined solely within their units, and only if the activity cannot be seen, heard or smelled by other residents of the condominium. No activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the condominium where the unit is located, nor shall any activities be permitted which would increase the insurance risk of either unit owners or the Association, or create a danger. The Association shall have the right to provide or authorize such services on the respective condominium's common elements as it deems appropriate for the enjoyment of the common elements and for the benefit of that condominium's unit owners.

10.5 Common Elements. The common elements for each of the three condominiums shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

10.6 Alteration to Unit, Common Element or Limited Common Element. The following alterations are prohibited:

(a) No partition, construction of cabinets or other appurtenance in any carport or storage area that is a LCE, or roof over and/or enclose any patio, sun deck or screened porch is permitted to occur except with the written consent of the Board of Directors.

(b) No owner shall paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the Board of Directors facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any plantings outside the unit (other than within the courtyard designated as LCE appurtenant to that unit), except upon written approval of the landscaping plan by the Board of Directors of the Association; erect any exterior lights or signs; place any signs or symbols in windows or in the common elements of any of the three condominiums; erect or attach any structures or fixtures within the common elements of any of the three condominiums; nor any of the foregoing without the prior written consent of the Board.

(c) No owner shall make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common element of any of the three condominiums; fasten light fixtures, shelving, pictures, mirrors, object d'art, curtain rods or similar household items to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure; nor any of the foregoing without the prior written consent of the Board.

10.7 Nuisances. No nuisances shall be allowed upon any of the three condominiums' properties, nor any use or practice not contemplated by these Declarations which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements of any of the three condominiums which will increase the rate of insurance upon the condominium's property. No loud and objectionable noises or obnoxious odors may emanate from the unit nor may music or music devices be played which may cause a nuisance to the occupants of other units in the sole opinion of the Board.

10.8 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any of the three condominiums' properties nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modifications or repair of any of the three condominiums' properties

shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.9 Leasing. Use of a unit is restricted as follows:

(a) Entire units only may be rented, provided the occupancy is only by the tenant and/or his family, his servants and guests. Rental of rooms or less than the entire unit is prohibited.

(b) A tenant shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Directors.

(c) No unit may be leased or rented for a period of less than one month or more than one year.

(d) No unit shall be rented or leased more than four (4) times during any calendar year.

(e) Occupancy of a unit by a person or persons, except the spouse of an owner, or the parents, children, grandchildren or siblings of either the owner or his spouse, when the unit owner is not in residence, shall be treated as a lease and shall be counted as one (1) occupancy in a calendar year under the limitation of subparagraph (d) hereof, but shall not be treated as a lease for purposes of subparagraph (c) hereof the intent being that this type of occupancy may be for any period of time but only four (4) per year.

(f) Units may only be occupied by tenants as a single family residence. Single-family shall include one person; two or more persons all of whom are related by blood, marriage, or legal adoption; or not more than two unrelated persons living and cooking together as a single housekeeping unit.

(g) Guests of tenants must be registered with the Association. The maximum stay for guests of tenants is fourteen (14) days. Guests of tenants may not use the unit except when the tenant is also in residence.

(h) An owner of a leased unit may not use any portion of the common elements for the condominium where the unit is located, except as a guest, and may not use the common elements of any of the other condominiums, including the recreation area.

10.10 Signs. No signs of any type shall be displayed anywhere on any of the three condominium properties without the express permission of the Board of Directors of the Association.

10.11 Antennas, Aerials, Etc. Without the prior permission of the Board of Directors of the Association, no television antennas, air conditioners, aerials, satellite dish or structures of any sort shall be erected, constructed or maintained on the exterior of any building.

10.12 Clothes Lines, Etc. No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any unit or in or on any part of the common elements, except in areas designated by the Association, and no clothes, rugs, draperies, spreads, towels or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, door, balcony or chair.

10.13 Electrical Apparatus. No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with the computer usage, television or radio reception in other units.

10.14 Parking. No commercial vehicles, panel vans, passenger vans exceeding eight (8) passengers, motorcycles, trucks, boats, campers, trailers, mobile homes or recreational vehicles may be parked upon the premises of any of the three condominium properties, except in areas designated by the Board of Directors. Parking of other vehicles may be restricted by Rule and Regulation which the Board of Directors, in its discretion, may promulgate from time to time. Service vehicles are permitted parking privileges during the time they are actually serving the unit or common elements.

10.15 Regulations. Reasonable Rules and Regulations concerning the use of the three condominium properties may be made and amended from time to time by the Board of Directors of the Association, provided such Rules and Regulations are of uniform application. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the three condominiums by request.

10.16 Pets. No pets shall be permitted in or on any of the condominium properties for the three condominiums, except as otherwise provided for in the Association's Rules and Regulations.

10.17 Insurance Requirements. No unit owner or occupant shall permit or suffer anything to be done or kept in his condominium unit or in the common elements which are appurtenant to that unit which will increase insurance rates on any unit in that condominium or that condominium's common element.

ARTICLE 11 MAINTENANCE OF COMMUNITY INTERESTS

11.1 Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner shall be subject to the following provisions so long as the each of the three condominiums exist and the units in useful condition exist upon the land, which provisions each unit owner covenants to observe.

11.2 Transfers Subject to Approval. The following transfers shall be subject to approval:

(a) Sale. No unit owner may dispose of a unit or any interest therein by sale or other transfer without the prior written approval of the Board of Directors.

(b) Gift, Devise or Inheritance. If any unit owner shall acquire his title by gift, devise or inheritance or other means of transfer not herein set forth, the continuance of his ownership of his unit shall be subject to the prior written approval of the Board of Directors.

(c) Lease, Rental or Occupancy in the Absence of the Owners. No unit owner may lease, rent or allow his unit to be occupied in his absence without the prior written approval of the Board of Directors.

11.3 Approval by Association. The approval of the Association which is required for the transfer of ownership of units, leasing, renting or occupancy in the absence of the unit owner shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A unit owner intending to make a bona fide sale or transfer of his unit or any interest therein shall give to the Association at least thirty (30) days prior notice of such intention, together with the name and address of the intended purchaser or transferee and/or such other information as the Association may reasonably require. Such notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser 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) Gift, Devise or Inheritance; Other Transfers. A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a copy of the instrument evidencing the owner's title.

(3) Leasing, Renting or Occupancy of Unit in Absence of Unit Owner. A unit owner intending to lease, rent, or allow his unit to be used in his absence shall give written notice of his intent to the Association and such other information required by the Association thirty (30) days prior to such rental, lease or occupancy of the unit.

(4) Failure to Give Notice. If the notice to the Association herein required 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 of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Application, Transfer Fee Requirements. Written application for such approval shall contain such information as may be required by application forms

promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance.

(c) Certificate of Approval. Within thirty (30) days after receipt of such notice and information of a proposed transfer, change of ownership, lease, rental or occupancy in the absence of the unit owner, as above set forth, the Association must either approve or disapprove the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate form, and in the case of a transfer of ownership, shall be delivered to the purchaser or unit owner and shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser or unit owner.

(d) Approval of Corporate or Partnership Owner or Purchaser. Inasmuch as the units may be used only for residential purposes, and a corporation cannot occupy such a unit for such use, if the unit owner or purchaser of a unit is a corporation or partnership the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the unit be also approved by the Association.

(e) Fee for Approval. The Association may charge a fee in connection with each request for approval, including but not limited to a transfer required by an inheritance situation, but in no event shall such fee be in excess of \$100.00 per applicant or as otherwise permitted by law, whichever is greater. Each person to be approved, other than husband/wife or parent/dependent child, are considered one applicant.

(f) Approval of Leasing. All leases shall be subject to prior approval of the Association. For purposes hereof, occupancy of a unit by a person or persons in the absence of the owner, except for the spouse of the owner, or parents, children, grandchildren or siblings of the owner or his spouse, shall be treated as a lease and must be approved by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective tenant shall make himself available for a personal interview by the screening committee prior to the approval of such lease. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview in Sarasota County. It shall be the owner's obligation to furnish the tenant with a copy of all pertinent condominium documents including these Declarations of Condominium and current Rules. Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with these Declarations and all other documents governing or affecting the condominium community; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant at the

owner's expense, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide it shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

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

(a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the condominiums' documents.

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

(c) The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

(d) The owner allows a prospective owner or tenant to take possession of the premises prior to approval by the Association as provided for herein.

(e) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in these condominiums as a tenant, unit owner or occupant of a unit.

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

(g) All assessments, fines and other charges against the unit or the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

11.5 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of as follows:

(a) Sale or Change of Ownership. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, or if the unit owner giving notice has acquired this title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the unit owner an agreement to purchase by a purchaser ap-

proved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) If the proposed transaction is a sale, the purchaser shall have the option (to be stated in the agreement) to pay the price as stated in the disapproved contract to sell, or to pay the fair market value determined by arbitration.

(2) If the unit owner has acquired his title by gift, devise, inheritance or any other manner, the sale price shall be the fair market value determined by agreement between seller and purchaser within twenty (20) days of the delivery or mailing of such agreement, and in the absence of such agreement, by arbitration.

(3) Arbitration shall be in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate 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 arbitration shall be paid by the purchaser.

(4) The purchase price shall be paid in cash at closing.

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

(6) A certificate of the Association executed by its President and Secretary approving the purchaser shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser.

(7) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction or changed 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 of Sarasota County, Florida, at the expense of the purchaser or unit owner, as the case may be.

11.6 Mortgage. No unit owner may mortgage his unit or any interest therein, except to a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, or to a vendor to secure a portion or all of the purchase price, without the approval of the Association. The approval of any other mortgagee, including the seller, may be upon conditions determined by the Association, or may be arbitrarily withheld.

11.7 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to a purchase by a bank, life

insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, 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 or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, 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 an execution sale, foreclosure sale, judicial sale or tax sale. This exception does not apply to a mortgage held by a former owner of the unit, regardless of whether the mortgage is held in the former owner's name or some other entity, partnership or trust.

11.8 Unauthorized Transactions. Any sale or mortgage which is not authorized pursuant to the terms of these Declarations shall be void unless subsequently approved by the Association.

11.9 Disapproval of Lease. If the Association would disapprove a lease, then the proposed tenant may not occupy the unit.

11.10 Notice of Lien or Suit.

(a) Notice of Lien. A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of a lien.

(b) Notice of Suit. A unit owner shall give notice in writing, to the Association of every suit or other proceeding which may affect title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

11.11 Tenants Rights to Use Common Element. When a unit is leased, a tenant shall have all use rights in the Association property and those common elements appurtenant to the unit, otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of Association property and common elements otherwise readily available for use generally by unit owners.

ARTICLE 12 COMPLIANCE AND DEFAULT

12.1 Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of these Declarations of Condominium, Articles of Incorporation,

Bylaws and Rules and Regulations adopted pursuant thereto as set forth herein and as said documents and Rules and Regulations may be amended from time to time. Failure of a unit owner to comply therewith shall entitle the Association or other unit owners to the relief, hereinunder provided, in addition to the remedies provided by the Condominium Act.

12.2 Enforcement. The Association and its directors, officers and agents are hereby empowered to enforce these Declarations and the Bylaws and Rules and Regulations of the Association. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or as necessary to prevent damage to the common elements or to another unit or units. The Association shall provide the unit owner with advance notice of this entry into the unit when possible, except in the event of an emergency situation.

12.3 Authority of Board of Directors to Levy Fines or Sanctions.

(a) Compliance Committee. The Board of Directors shall establish a Compliance Committee. The Compliance Committee shall consist of three (3) unit owners, each of the three condominiums shall be represented on the Committee, none of whom shall be an officer or a director, nor the spouse or a family member of an officer or a director. The requirements for qualification as a Compliance Committee member includes maintaining a current status in their assessment obligations and maintaining their unit in compliance with the terms contained in this Declaration.

(b) Fine Power. The Association may levy reasonable fines against a unit for failure of the owner or its occupant, licensee, or invitee to comply with any provision of these Declarations of Condominium, the Bylaws, or the reasonable Rules of the Association. No fine shall become a lien against a unit. A fine shall not exceed \$100.00 per violation or be levied in an amount other than as permitted by law, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000.00 or as otherwise permitted by law, whichever is greater. A fine shall not be levied except after giving reasonable notice and opportunity for a hearing to the owner and, if applicable, its licensee or invitee.

(c) Hearing. The Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. The notice shall include:

- (1) A statement of the date, time, and place of hearing;
- (2) A statement of the provisions of these Declarations, the Bylaws, and lawfully adopted Rules and Regulations which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

(d) Evidence Presented. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(e) Compliance Committee Recommendation. Upon completion of the hearing or in the event the unit owner fails to attend the hearing, the Compliance Committee shall present to the Board of Directors a written statement outlining the action to be taken regarding the unit owner's alleged violation together with a recommended monetary fine amount. The Compliance Committee's written statement shall provide the Board of Directors with a recommended monetary fine amount for each incident determined by the Committee to constitute a failure to comply with the governing documents and the rationale supporting the recommendation. The Compliance Committee shall deliver a copy of the written statement to the unit owner, by regular mail or hand delivery, at the same time it is delivered to the Board.

(f) Levy. Upon the levying of any fine, the Board may collect such fines in one or more installments. Each day of violation shall be a separate violation.

(g) Notice. The affected owner, whether the offending party or not, shall always be given notice of the hearing and notice of the fine as levied.

(h) Collection of Fine. In the event a fine is levied as a result of this process and the unit owner refuses or fails to pay the fine within thirty (30) days from the date the fine reaches the aggregate amount of \$1,000.00 for the violation(s), then the Board of Directors in its discretion is authorized to file a legal action in the Sarasota County Court system to collect the fine. All expenses incurred in collecting the fine, including but not limited to attorney's fees and costs, will be the unit owner's responsibility. In the event a Court Judgment is obtained and it is in proper form with a certified copy recorded in the Public Records of Sarasota County, Florida, this Judgment is by Florida law considered a Judgment lien which is valid for a period of ten (10) years, unless extended as permitted by law. The Board of Directors in its discretion may institute subsequent legal action as necessary to collect on the Judgment if the unit owner fails to voluntarily pay the same. In the event it is determined by the Board of Directors necessary to collect the Judgment lien, all attorney's fees and costs incurred by the Association in collection on the Judgment lien, together with statutory interest on the Judgment, shall be the unit owner's responsibility to pay.

(i) Sanctions. The Compliance Committee may also levy sanctions as are permitted under Chapter 718, Florida Statutes.

(j) Additional Sanctions. The Compliance Committee may also levy the following sanctions, as necessary in the event the unit owner violate the requirements set forth in the condominium governing documents:

(1) In the event the occupant of any unit shall refuse to comply with the restrictions, rules and payment of assessments, such occupant may be denied use of the recreation facilities of the three condominiums until such default is corrected.

(2) During any period of default by a unit owner in the payment of any assessments against the unit, the Association may discontinue the supply of any utility services to such unit which are paid by the Association as part of the common expenses. Upon the correction of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

12.4 Negligence. A unit owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall reimburse the Association for the insurance deductible expense incurred in the casualty event and also pay to 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 which are appurtenant to the unit, by the unit owner.

12.5 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of these Declarations, the Bylaws, the Articles, the Condominium Act or the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or unit owners thereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys fees to be awarded by the court or the arbitrator.

12.6 No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, these Declarations, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 13 AMENDMENTS

13.1 Amendments. Except as otherwise specifically provided herein, these Declarations of Condominium may be amended only in the manner hereinafter set forth.

13.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

13.3 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least twenty percent (20%) of the condominium unit owners.

13.4 Vote. Condominium unit owners not present in person or by proxy at the meetings considering the amendment may express their vote in writing, by limited proxy, providing such vote is delivered to the Secretary at or prior to the meeting. An affirmative vote of not less than 2/3rds of the unit owners of each condominium who cast a vote, either by person or by proxy, is required to effect the change to each of the three Declarations.

13.5 Limitation on Amendment. No amendment shall discriminate against any unit owner nor against any unit or class or groups of units unless the unit owners so affected shall consent.

13.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers 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 Sarasota County, Florida.

ARTICLE 14 TERMINATION

14.1 Termination. These condominiums may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

14.2 Agreement. In, the alternative to the manner contemplated by the Condominium Act, each condominium property may be removed from the provisions of these Declarations at any time by a vote of eighty percent (80%) of the voting rights of all unit owners in each Pine Run condominium and unanimous written consent of all of the institutional first mortgage holders on the units in that condominium. In the event of termination, the rights of owners of mortgages or other liens on units in the affected condominium and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the Board of Directors of the Association.

14.3 Certificate. The termination of one or more of the three condominiums shall each be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts affecting the termination, which certificate(s) shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

14.4 Shares of Owners after Termination. After termination of one or more of the three condominiums, the unit owner shall own the condominium property in which his unit was located and all assets of this condominium as held by the Association as tenants in common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners regarding the assets of this condominium. Such unit owner's undivided shares in the property of the condominium where his unit was located, shall be the same as the undivided shares in the

common elements and common surplus appurtenant to the owners' unit prior to the termination.

ARTICLE 15 RIGHTS OF FIRST MORTGAGEES

15.1 Defined. The term "institutional first mortgagees" as used in these Declarations shall mean all savings and loan associations, banks, real estate investment trusts, insurance companies or their subsidiaries or affiliates or other conventional institutional lenders, including Fannie Mae and Freddie Mac, and other generally recognized residential mortgage lenders, holding first mortgages upon any of the condominium units.

15.2 Written Lender Consent. Notwithstanding any of the foregoing provisions of these Declarations, the written consent of all first mortgagees, whether institutional or private parties, shall be first obtained prior to the following:

- (1) the partition or subdivision of any unit;
- (2) any change in the percentage of ownership of the common surplus or the common elements;
- (3) any change in the percentage of sharing the common expense or assessments; and
- (4) any change in the voting rights.

15.3 Unpaid Assessments. The first mortgagee who acquires title to a unit by foreclosure or deed in lieu thereof shall be responsible for the payment of any unpaid assessments pertaining to such unit existing or accrued at the time such first mortgagee acquires title pursuant to the requirements set forth in the Condominium Act or if the Association is not a party to the mortgage foreclosure action, then the first mortgagee is responsible for all unpaid assessments, interest, late fees, attorney fees and costs incurred due to collection on this unit.

ARTICLE 16 MISCELLANEOUS

16.1 Severability. If any provisions of these Declarations or their Exhibits hereto, as originally recorded or later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

16.2 Controlling Documents. The provisions of these Declarations of Condominium shall be controlling over any conflicting or inconsistent provisions of any other condominium documents, including any and all such documents which by reference are made a part of these Declarations.

16.3 Covenants Running with the Land. All provisions of the three condominium documents shall be construed to be covenants running with the land for each of the respective condominiums, including but not limited to every unit and the appurtenances thereto as regarding the particular condominium in which the unit is located; and every owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of the condominium documents regarding the particular condominium in which the unit is located.

16.4 Interpretation. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and singular shall include the plural. Captions to paragraphs are for convenience only, and shall not be used in interpreting these Declarations.

16.5 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the three condominium properties, the Association shall not be liable to unit owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the properties to be maintained by the Association, or caused by the elements or other owners or persons.

In WITNESS WHEREOF, the Association has caused these Amended and Restated Declarations of Condominium to be signed in its name by its President this 17th day of March, 2014.

ATTEST:

By: Peter Campanelli
Peter Campanelli/Secretary

PINE RUN ASSOCIATION, INC.

By: Pat Foley
Pat Foley, President

WITNESSES:

Mark Reese
Mark Reese
Warren Wood
Warren Wood

STATE OF FLORIDA
COUNTY OF SARASOTA

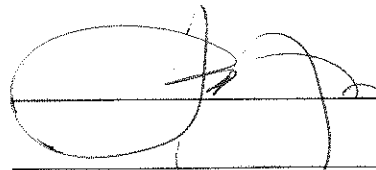
I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Pat Foley, as President and Peter Campanelli, as Secretary, of PINE RUN ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Amended and Restated Declarations of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Amended and Restated Declarations of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

March WITNESS my hand and official seal at Sarasota County, Florida this 17th day of March, 2014.

My Commission Expires:



JACALYN K. WOOD
MY COMMISSION # EE 884310
EXPIRES: April 20, 2017
Bonded Thru Budget Notary Services



Printed Name of Notary
Notary Public Commission # _____