

Prepared by and return to:
Kevin T. Wells, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236
(941) 366-9191

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2020000934 81 PG(S)
January 03, 2020 02:26:58 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
BALLANTRAE, A CONDOMINIUM**

**ARTICLES OF INCORPORATION
BYLAWS
BALLANTRAE CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of Condominium of **BALLANTRAE, A CONDOMINIUM** (which Declaration was originally recorded at Official Records Book 1373, Page 0481 *et seq.* of the Public Records of Sarasota County, Florida), and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws (which Articles of Incorporation and Bylaws are recorded as Exhibits to the originally recorded Declaration of Condominium) of **BALLANTRAE CONDOMINIUM ASSOCIATION, INC.** (herein, the "Association") were duly adopted at the Annual Membership Meeting of the Association held on December 2, 2019 and reconvened on December 19, 2019, by the affirmative vote of a simple majority of all of the Association's voting interests as required by Article 22 of the Declaration, Article XV of the Articles of Incorporation and Article 22 of the Bylaws, respectively. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 3rd day of January 2020.

Signed, sealed and
delivered in the presence of:

Sign: Shana J. Corso

Print: Shana J. Corso

Sign: Elba Laufer

Print: Elba Laufer

Sign: Shana J. Corso

Print: Shana J. Corso

Sign: Elba Laufer

Print: Elba Laufer

**BALLANTRAE CONDOMINIUM
ASSOCIATION, INC.**

By: Jack Seaman
Jack Seaman, President

ATTEST:
By: Pat Paulson
Pat Paulson, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of January, 2020, by Jack Seaman as the President of BALLANTRAE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced FL Drivers license as identification.

NOTARY PUBLIC

Sign: Estelle L Pittman

Print: Estelle L Pittman

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of January, 2020, by Pat Paulson as the Secretary of BALLANTRAE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced FL Drivers license as identification.

NOTARY PUBLIC

Sign: Estelle L Pittman

Print: Estelle L Pittman

State of Florida at Large (Seal)

My Commission expires:



BALLANTRAE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
1.	THE CONDOMINIUM ACT.....	1
2.	NAME OF CONDOMINIUM AND NATURE OF RESTRICTIONS	1
	2.1 Name of Condominium	1
	2.2 Nature of Restrictions	1
3.	SURVEY AND PLAT PLAN AND CONDOMINIUM UNITS	2
	3.1 Survey of the Land.....	2
	3.2 Condominium Unit	2
	3.3 Location of Units	2
	3.4 Combination of Units.....	2
4.	DEFINITIONS	3
	4.1 Articles of Incorporation	3
	4.2 Assessment	3
	4.3 Association	3
	4.4 Association Property	3
	4.5 Board or Board of Directors	3
	4.6 Bylaws	3
	4.7 Common Elements	3
	4.8 Common Expenses	4
	4.9 Common Surplus	4
	4.10 Condominium	4
	4.11 Condominium Act	4
	4.12 Condominium Association or Association	4
	4.13 Condominium Documents	4
	4.14 Condominium Parcel	4
	4.15 Condominium Property	4
	4.16 Declaration or Declaration of Condominium	4
	4.17 Developer.....	4
	4.18 Garage	4
	4.19 Lanai	5
	4.20 Land or Lands	5
	4.21 Lease	5
	4.22 Limited Common Elements.....	5
	4.23 Member.....	5
	4.24 Mortgagee or First Mortgagee	5
	4.25 Plat or Plats.....	5
	4.26 Rules and Regulations	5
	4.27 Special Assessment	5
	4.28 Unit.....	5
	4.29 Unit Owner or Owner of a Unit.....	5

4.30	Utility Service	5
4.31	Voting Certificate	5
4.32	Voting Interests	5
5.	OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES	6
6.	COMMON ELEMENTS	6
6.1	Common Elements	6
6.2	Ownership, Uses and Enjoyment.....	6
6.3	Material Alterations of the Common Elements	7
7.	LIMITED COMMON ELEMENTS	7
7.1	Description.....	7
7.2	Driveway	7
7.3	Air Conditioning and Heating Equipment.....	7
7.4	Sewer Pipes and Water Supply Pipes.....	7
7.5	Electrical Facilities	8
7.6	Exclusive Use; No Transfer.....	8
7.7	Failure to Timely Maintain, Repair and Replace a Limited Common Element.....	8
8.	THE CONDOMINIUM ASSOCIATION	8
8.1	Name	8
8.2	Mandatory Membership	8
8.3	Control and Operation.....	9
8.4	Rights and Powers.....	9
8.5	Accounting Records.....	9
8.6	Official Records	9
8.7	Hurricane Shutters	9
8.8	Pest Control.....	9
8.9	Delegation of Management.....	9
8.10	Acts of the Association	10
8.11	Purchase of Units	10
8.12	Acquisition of Property.....	10
8.13	Owner Roster	10
9.	VOTING RIGHTS	10
10.	COMMON EXPENSES	10
10.1	Statutory Common Expenses	10
10.2	Other Common Expenses.....	10
11.	MAINTENANCE, REPAIR, REPLACEMENTS AND ALTERATIONS AND IMPROVEMENTS.....	12
11.1	By the Association	12
11.2	By the Unit Owner.....	12
11.3	Right to Enter Units.....	14
11.4	Incidental Damage	14
11.5	Owner Caused Damage	14
11.6	Failure to Maintain and Repair a Unit.....	15

11.7	Additional Unit Owner Responsibility for Alterations and Additions	15
11.8	Renovation Restrictions	16
12.	INSURANCE, DESTRUCTION AND RECONSTRUCTION.....	16
12.1	Authority to Purchase; Named Insured	16
12.2	Coverage	16
12.3	Premiums and Deductibles	17
12.4	Shares of Proceeds	17
12.5	Distribution of Proceeds.....	18
12.6	Association as Agent	18
12.7	Exclude Personal Property.....	18
13.	RECONSTRUCTION AFTER CASUALTY.....	18
13.1	Determination to Reconstruct or Repair	18
13.2	Plans and Specifications	19
13.3	Responsibility.....	19
13.4	Estimates of Costs	19
13.5	Assessments	19
13.6	Construction Funds.....	19
13.7	Automatic Amendment.....	20
14.	RESTRICTIONS UPON USE	20
14.1	Single Family Residential Use	20
14.2	Change Unit Appearance.....	20
14.3	Nuisance.....	20
14.4	Law and Ordinances	20
14.5	Compliance with Condominium Documents and Rules	20
14.6	Exterior Wires and Items.....	21
14.7	Antennas, Aerial or Satellite Dish.....	21
14.8	Insurance Rates.....	21
14.9	Divide or Subdivide a Unit.....	21
14.10	Obstruction of Ingress and Egress	21
14.11	Unsightly Objects	21
14.12	Garbage or Rubbish.....	21
14.13	Fire or Health Hazard.....	21
14.14	Use of Common Elements	21
14.15	Pets	21
14.16	Discharge of Saline Solution	21
15.	LEASE OF UNITS.....	22
15.1	Term of Lease and Frequency of Leasing.....	22
15.2	Two-Year Lease Prohibition.....	22
15.3	Procedures	23
15.4	Occupancy During Lease Term.....	23
15.5	Occupancy in Absence of Lessee	24
15.6	Regulation by Association.....	24
15.7	Fees and Deposits Related to the Lease of Units	24
16.	MAINTENANCE OF COMMUNITY INTERESTS	24
16.1	Ownership by Trust, Corporations, Partnerships,	

	Limited Liability Companies or Other Artificial Entitles.....	24
16.2	Transfers Subject to Approval.....	25
16.3	Approval by Association.....	25
16.4	Disapproval by Board of Directors.....	26
16.5	Transfer Fee.....	27
16.6	Unauthorized Transactions.....	27
16.7	First Mortgage Companies.....	27
17.	ASSESSMENTS AND LIENS	27
17.1	Annual Budget.....	28
17.2	Share of Common Expenses	28
17.3	Special Assessments.....	28
17.4	Ownership	28
17.5	Liability for Assessments and Charges	29
17.6	No Waiver of Use and Enjoyment; Abandonment of Unit.....	29
17.7	Application of Payments, Restrictive Endorsement.....	29
17.8	Payment Default; Late Fees and Interest.....	29
17.9	Acceleration.....	29
17.10	Liens.....	29
17.11	Priority of Lien.....	29
17.12	Foreclosure of Lien	30
17.13	Notice of Intention to Foreclose Lien.....	30
17.14	Money Judgment	30
17.15	Attachment of Rental Income When Unit is Delinquent.....	30
17.16	Certificate of Unpaid Assessments	30
18.	RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES	30
19.	REMEDIES FOR DEFAULT	31
19.1	Duty to Comply	31
19.2	Enforcement Lawsuit	31
19.3	Negligence.....	31
20.	EASEMENTS	31
20.1	Easements for Access and Encroachments.....	31
20.2	Utility Easements	31
21.	PLANNED UNIT DEVELOPMENT	31
22.	AMENDMENTS.....	32
22.1	Proposal	32
22.2	Approval of Amendments.....	32
22.3	Automatic Amendment.....	32
22.4	Effective Date	32
22.5	Limitation on Amendment	32
23.	TERMINATION	32
24.	MISCELLANEOUS PROVISIONS	33
24.1	Conflict.....	33
24.2	Construction	33

24.3 Interpretation..... 33

24.4 Captions 33

24.5 Waiver of Rights 33

24.6 No Election of Remedies 33

24.7 Waiver 33

24.8 Attorney’s Fees..... 33

24.9 Binding Effect..... 34

24.10 Severability 34

AMENDED AND RESTATED

**DECLARATION OF CONDOMINIUM
OF
BALLANTRAE, A CONDOMINIUM**

*[Substantial rewording of Declaration. See existing Declaration
and amendments thereto for present text.]*

WHEREAS, the Declaration of Condominium of **BALLANTRAE, A CONDOMINIUM** was originally recorded at Official Records Book 1373, Page 0481 *et seq.* of the Public Records of Sarasota County, Florida and has been amended several times by the Unit Owners; and

WHEREAS, given the substantial amount of changes being proposed to the thirty (30) year old original Declaration of Condominium, the Unit Owners and the Association believe that using underlines to indicate the words added and ~~strike-throughs~~ to indicate the words deleted would hinder rather than assist in the understanding of these amendments; and

WHEREAS, the Board of Directors of **BALLANTRAE CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, proposed and approved this Amended and Restated Declaration of Condominium at a duly-noticed Board of Directors' meeting; and

WHEREAS, the Amended and Restated Declaration of Condominium was approved by not less than a simple majority (more than half) of all of the Association's voting rights at a duly-noticed membership meeting held on December 2, 2019 and reconvened on December 19, 2019, pursuant to Article 22 of the then Declaration.

NOW, THEREFORE, BALLANTRAE CONDOMINIUM ASSOCIATION, INC. does hereby amend and restate the Declaration of Condominium for **BALLANTRAE, A CONDOMINIUM** for the purpose of including all previously recorded amendments and additional changes made herein, and does hereby adopt and approve this document, which shall be a covenant running with the Condominium Property and binding all existing and future Unit Owners and all others having an interest in the Condominium or using the Condominium Property.

**ARTICLE 1.
THE CONDOMINIUM ACT**

Chapter 718, Florida Statutes (1979) known as the "Condominium Act", as it existed on the day the Declaration of Condominium was originally recorded in the public records, is incorporated herein by reference and all provisions thereof shall apply to this Condominium except that this Declaration and the exhibits incorporated herein shall control to the extent that the Condominium Act allows such documents to vary the provisions of the Act.

**ARTICLE 2.
NAME OF CONDOMINIUM AND NATURE OF RESTRICTIONS**

2.1 Name of Condominium. The name by which this Condominium shall be known and identified is **BALLANTRAE, A CONDOMINIUM** ("Condominium").

2.2 Nature of Restrictions. All the restrictions, reservations, covenants, conditions and easements contained in this Declaration of Condominium shall constitute covenants running with the land and/or equitable

servitudes upon the Land, as the case may be, and shall rule perpetually unless terminated in accordance with the terms of the Declaration, and shall be binding upon all Unit Owners. In consideration of receiving and acceptance of a grant, devise or mortgage, all grantees, devisees, or mortgagees, their heirs, personal representatives, successor and assigns, and all parties claiming by, through or under such persons, agree to be bound by the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. Both the burdens imposed and the benefits provided shall run with each Unit and all interests appurtenant to such Unit.

ARTICLE 3. SURVEY AND PLOT PLAN AND CONDOMINIUM UNITS

3.1 Survey of the Land. A survey of said land and plot plan locating the improvements thereon and identifying each Condominium Unit and the Common Elements and their relative locations and approximate dimensions are attached hereto as **Exhibit "A"** and are recorded in Condominium Book 14, Pages 26, 26A thru 26G, Public Records of Sarasota County, Florida.

3.2 Condominium Unit. 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. Upper Boundary. The upper boundary of the Unit shall be the plane of the lower surface of the rafters extended to its intersection with the perimetrical boundaries (see sheet 8 of the Condominium Plat).

B. Lower Boundary. The lower boundary of the Unit shall be the horizontal plane of the unfinished floor extended to its intersection with the perimetrical boundaries.

C. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior of the concrete block 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 patio, 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.

D. Apertures. Where there are openings in any boundary, including without limitation, windows, doors, sliding glass doors, and their framing, casing and hardware, etc., all such openings, surfaces, frames and casing shall be included in the Unit's boundary and are NOT part of the Common Elements.

E. Structural Columns, Walls and Utility Chases. No part of the structural columns, load-bearing walls, or utility chases shall be included in the Unit's boundaries.

F. Garages. The Unit shall include the Garage.

3.3 Location of Units. The locations, dimensions, descriptions, identification and numbering and lettering of the respective Condominium Units shall be as described in **Exhibit "A"** and any subsequent amendments thereto as hereinafter provided. In the event that the actual physical location of any Unit at any time does not precisely coincide with **Exhibit "A"** and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in **Exhibit "A"** and subsequent amendments.

3.4 Combination of Units. Nothing in this Declaration shall be construed as prohibiting the Board of Directors from authorizing the removal of any party wall between two or more Units to allow them to be used together

as one Unit. In that event, all Assessments, voting rights and the share of the Common Elements, Common Surplus and Common Expense shall be calculated as the Unit where originally designated on the Condominium Plat, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Owner of such combined Units shall be treated as the Owner of as many Units as have been combined.

ARTICLE 4. DEFINITIONS

The terms used in Declaration of Condominium, the Articles of Incorporation and the Bylaws shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

4.1 "Articles of Incorporation" means the Articles of Incorporation for **Ballantrae Condominium Association, Inc.**, as subsequently amended from time to time.

4.2 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owners.

4.3 "Association" means **Ballantrae Condominium Association, Inc.**, a Florida not for Profit Corporation.

4.4 "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the Unit Owners.

4.5 "Board" or "Board of Directors" means the representative body which is responsible for the operation and administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "board of administration."

4.6 "Bylaws" means the Bylaws of the Association, as subsequently amended from time to time.

4.7 "Common Elements" means the portion of the Condominium Property not included in the Units and shall include without limitation the following:

A. Tangible personal property required for the maintenance of the Common Elements even though owned by the Condominium Association.

B. The land on which the improvements are located and any other land included in the Condominium Property whether or not contiguous.

C. All parts of the improvements, including but not limited to, gardens and landscaping, which are not included within the Units.

D. Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utilities Services to Units and the Common Elements.

E. An easement of support in every Unit which contributes to the support of the building in which the Unit is located.

F. Installation for the furnishing of utility and other services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

4.8 “**Common Expenses**” include the expenses properly incurred by the Board in performance of its duties, including without limitation the expenses specified in Section 718.115, Florida Statutes. Common Expenses also include the following: administration, operation, repair, replacement, protection, preventative maintenance and maintenance of the Condominium Property; the expenses of maintenance, operation, repair and replacement of the Common Elements and other expenses declared to be Common Expenses in the Declaration and by the Bylaws, any other valid charge against the Condominium as a whole, basic cable television expense if so approved by the Board, and if any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure of a superior lien, the unpaid share of Common Expenses or Assessments

4.9 “**Common Surplus**” means the excess of all receipts of the Condominium Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements over the amount of Common Expenses.

4.10 “**Condominium**” means **BALLANTRAE, A CONDOMINIUM**.

4.11 “**Condominium Act**” means Chapter 718 of the Florida Statutes that was in existence on the date the original Declaration were recorded in the Official Records of Sarasota County, Florida. All provisions thereof shall apply to the Condominium to the extent necessary and proper. However, where Chapter 718, Florida Statutes is permissive or to the extent that the Declaration is not in direct conflict with the provisions of said statute, the Declaration shall prevail.

4.12 “**Condominium Association**” or “**Association**” means **BALLANTRAE CONDOMINIUM ASSOCIATION, INC.**, the entity responsible for the operation, maintenance and management of the Condominium.

4.13 “**Condominium Documents**” mean the Declaration of Condominium, the Condominium Plats, the Articles of Incorporation and the Bylaws, all as amended from time to time.

4.14 “**Condominium Parcel**” is a separate parcel of real property, the ownership of which is fee simple, and means a Unit, together with the undivided share in the Common Elements as designated herein as appurtenant to that Unit. By virtue of the Condominium Act, such undivided share of the Common Elements: (i) cannot be separated from the Unit, (ii) must pass with the title to the Unit, (iii) cannot be conveyed or encumbered except together with the Unit, and (iv) must remain undivided with no right on the part of any Unit Owner to an action for partition of the Common Elements. Also appurtenant to a Unit is an exclusive easement for the use of the air space occupied by the Unit, an undivided share of the Common Surplus, and the exclusive right to use Limited Common Elements reserved to that Unit.

4.15 “**Condominium Property**” means and includes the Land, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.16 “**Declaration**” or “**Declaration of Condominium**” means the Declaration of Condominium of **BALLANTRAE, A CONDOMINIUM** (which was originally recorded at Official Records Book 1373, Page 0481 *et seq.* of the Public Records of Sarasota County, Florida), as subsequently amended from time to time.

4.17 “**Developer**” means **SARASOTA REALTY DEVELOPMENT CORPORATION**, a Florida Corporation, and its successors and assigns.

4.18 “**Garage**” means that part of the Condominium Unit that is located at the front of the Unit as depicted on the Condominium Plat.

4.19 "Lanai" means that part of the Condominium Unit that is located to the rear of the Unit as depicted on the Condominium Plat.

4.20 "Land" or "Lands" shall mean the real property described in "Exhibit A" to the Declaration.

4.21 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

4.22 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units as reflected on the Condominium Survey, included as **Exhibit "A"**. The Limited Common Elements include the driveway located between the street and the Garage.

4.23 "Member" means a member of the Association by virtue of being a record owner of legal title to a Unit in the Condominium.

4.24 "Mortgagee" or "First Mortgagee" means a commercial bank, a credit union, a bank holding company, a savings and loan association, an insurance company, a mortgage company, a real estate investment trust or an individual business entity authorized to do business in Florida, holding a duly recorded first mortgage on a Unit.

4.25 "Plat" or "Plats" means the Survey and Floor Plan for **BALLANTRE, A CONDOMINIUM** as recorded in Condominium Book 14, Pages 26 *et seq.*, all of the Public Records of Sarasota County, Florida.

4.26 "Rules and Regulations" or "Rules" means the rules and regulations promulgated by the Association's Board of Directors from time to time.

4.27 "Special Assessment" means any Assessment levied against the Unit Owners other than the Assessment required by a budget adopted annually.

4.28 "Unit" means a part of the Condominium Property which is to be subject to exclusive ownership and is one element of a Condominium Parcel. There are a total of one hundred and two (102) Units in the Condominium.

4.29 "Unit Owner" or "Owner of a Unit" means the record owner of legal title to a Condominium Parcel or Unit.

4.30 "Utility Service" includes, but is not limited to, electric power, basic cable television, telephone, hot and cold water, heating, air conditioning, garbage and sewage disposal.

4.31 "Voting Certificate" means a document which designates one of the record title owners, or the corporate, trust, LLC, partnership, or other entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one Owner or by an entity.

4.32 "Voting Interests" means the voting rights distributed to the Association membership pursuant to the Condominium Documents. There are a total of one hundred and two (102) Voting Interests in the Association.

ARTICLE 5.
OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES

The percentage ownership of the respective Condominium Units in the Common Elements and the percentage share of Common Expenses and Common Surplus shall be equal among all of the Units. Each Unit shall have a 0.98% undivided share.

ARTICLE 6.
COMMON ELEMENTS

6.1 Common Elements. Any right, title or interest in a Condominium Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the Owners of the other Condominium Units. The Common Elements shall include but not be limited to:

- A. All of the Land described in **Exhibit "A"**.
- B. All improvements and parts thereof which are not included within the respective Condominium Units as described in **Exhibit "A"**.
- C. All lakes, parks and open areas.
- D. All structural columns, bearing walls, and utility chases regardless whether they are located within or without the Unit boundary lines.
- E. Any utility areas and installations and all utility services which serve the Common Elements.
- F. All parking areas (except Garages which are a part of the Condominium Unit), driveways (which are Limited Common Elements), and private streets within the boundaries of the Condominium and all street lights, poles, wires and apparatus.
- G. All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wires or pipes, that serve more than one Unit or the Common Elements.
- H. All tangible personal property required for the maintenance, repair and operation of the Condominium and for the common use and enjoyment of the Unit Owners.
- I. Alterations, additions and further improvements to the Common Elements.

6.2 Ownership, Use and Enjoyment. The Common Elements shall be owned in common by all Unit Owners. The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements except as they may be restricted herein or by the reasonable and uniform Rules and Regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof.

6.3 Material Alterations of the Common Elements. The Association may, by action of the Board of Directors, substantially improve and materially alter the Common Elements and/or Association Property, provided that no expenditure may be made for any individual improvement, alteration or addition exceeding five percent (5%) of the Association's then-existing annual budget (including operating and reserves) without the approval of fifty-one (51%) of the Association's eligible Voting Interests present (in person or by proxy) and voting at an Association membership meeting OR, in the alternative, upon the written approval of fifty-one percent (51%) of the total Voting Interests without a membership meeting. However, membership approval is not required for: (1) alterations or improvements reasonably necessary to protect, maintain, preventatively maintain, repair or replacement of the Common Elements or Association Property; (2) the installation and use of energy efficient devices in or on the Common Elements or Association Property; (3) alterations or improvements reasonably necessary to address safety or security concerns; (4) alterations or improvements required by the Florida Building Code or by the Association's insurance company; or (5) compliance with a requirement of the State of Florida, Sarasota County or other governmental entity.

ARTICLE 7. LIMITED COMMON ELEMENTS

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

7.2 Driveway. The driveway located between the street and the Unit's Garage is a Limited Common Element ("LCE") the use of which is limited to the exclusive use and enjoyment of the Owners of the respective Unit, their guests, invitees, lessees, successors and assigns. The Association shall maintain, repair and replace the LCE driveways as a Common Expense. The right of exclusive use of each LCE driveway shall automatically pass with the Unit to which it is assigned, whether or not separately described, and cannot be assigned, transferred or separated from it.

7.3 Air Conditioning and Heating Equipment. All equipment, fixtures, and installations located outside of the boundaries of a Condominium Unit which furnish air conditioning or heating exclusively to that Unit, shall be a Limited Common Element, the exclusive use of which is appurtenant to the Unit, and shall be maintained, repaired and replaced by and solely at the expense of the Unit Owner.

7.4 Sewer Pipes and Water Supply Pipes.

A. Serves a Single Unit. All pipes, no matter their location, which furnish potable water exclusively to a single Unit or dispose of waste water from a single Unit, shall be a Limited Common Element, the exclusive use of which is appurtenant to the Unit, and shall be maintained, repaired and replaced by and solely at the expense of the Unit Owner.

B. Serves More Than One Unit. All pipes, no matter their location, which furnish potable water to more than one (1) Unit or dispose of waste water from more than one (1) Unit, shall be Limited Common Elements, the exclusive use of which is appurtenant to the Units which they serve. The Owners of such Units shall maintain, repair and replace such Limited Common Elements at their sole cost and expense.

7.5 Electrical Facilities. All electrical facilities, wires, fixtures and equipment, no matter their location, that exclusively serve only the Owner's Unit, shall be a Limited Common Element, the exclusive use of which is appurtenant to the Unit, and shall be maintained, repaired and replaced by and solely at the expense of the Unit Owner.

7.6 Exclusive Use; No Transfer. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is assigned. The right of exclusive use of each Limited Common Element passes with title to the Unit to which it is assigned, whether or not separately described, and cannot be separated from it.

7.7 Failure to Timely Maintain, Repair and Replace a Limited Common Element.

A. Enforcement. In the event the Owner of a Unit fails or refuses to properly and/or timely maintain, repair or replace any portion of a Limited Common Element as required by this Declaration within a reasonable time after written demand by the Association, the Board of Directors or an affected Unit Owner shall have the right, but not the legal duty or obligation, to proceed in court and/or arbitration to seek compliance with the applicable Declaration provisions.

B. Right to Assess. If an Owner fails or refuses to perform such maintenance, repair or replacement of a Limited Common Element within a reasonable time after written demand by the Association, the Board shall also have the right, but not the legal duty or obligation, to undertake such maintenance, repair or replacement of a Limited Common Element and assess and/or invoice the affected Unit Owner(s) and the Unit(s) for the necessary sums to perform the maintenance, repairs, or replacement of the Limited Common Elements. The amount assessed and/or invoiced against said Unit Owner(s) and the Unit(s) shall be due and payable within thirty (30) days after written notice from the Association. If such assessment and/or invoice remains unpaid after said thirty (30) day time period, it shall incur a late fee in the greater amount of \$25 or 5% of the invoiced amount and interest at the rate of 18% per year. The Association may proceed to collect such assessment and/or invoiced amount via the recording and foreclosure of a claim of lien against the Unit and/or obtaining a money judgement against the Unit Owner(s).

C. Attorney's Fees. The prevailing party in any proceeding brought pursuant to Articles 7.7.A. or 7.7 B. shall be entitled to recover court costs and reasonable attorney's fees, including without limitation those incurred in mediation, arbitration, pretrial, trial, all appellate levels, bankruptcy and paralegal fees.

**ARTICLE 8.
THE CONDOMINIUM ASSOCIATION**

8.1 Name. The corporation which is responsible for the operation of the Condominium is **BALLANTRAE CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation ("Association").

8.2 Mandatory Membership. All persons owning a vested present interest in the fee title to any of the Condominium Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida shall automatically be Members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner. The Association shall maintain a current roster of names and mailing addresses of its Unit Owners.

8.3 Control and Operation. All of the affairs and property of the Condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of the State of Florida is attached hereto and marked **Exhibit "B"**. The Bylaws governing the operation of the Condominium and of the Association are attached hereto and marked **Exhibit "C"**.

8.4 Rights and Powers. The Association shall have all of the rights and powers provided by the Condominium Act, the Not for Profit Corporation Act, the Articles of Incorporation, the Bylaws and this Declaration.

8.5 Accounting Records. The Association shall maintain accounting records for the Condominium according to good generally accepted accounting practices and as more fully provided in the Bylaws and Section 718.111(13), Florida Statutes.

8.6 Official Records. The Association's official records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and written summaries of them may be supplied at least annually to Unit Owners or their authorized representatives or the Association shall advise the Unit Owners that such summaries are available free of charge upon request. The Association's official records shall include all documents listed in Section 718.111(12), Florida Statutes.

8.7 Hurricane Shutters. The Association shall adopt or has adopted, by Board resolution, hurricane shutter specifications for the Condominium building. Such specifications shall include color, style and other factors deemed relevant by the Board and all specifications adopted by the Board shall comply with the applicable building code.

8.8 Pest Control. The Association may, but shall not be required to, provide pest control services and/or termite treatment to the interior and exterior of each Unit and Limited Common Element as a Common Expense. The Board, in its discretion, may allow an Owner to decline pest control service to the interior of the Unit by the Association, if the Owner employs a licensed pest control company to enter the Unit on a regular basis to perform pest control services; if the Owner provides written evidence to the Association that such services are being performed in the interior of the Owner's Unit; and if the Owner also allows the Association's pest control service company access to the Unit to verify service. Notwithstanding anything stated herein to the contrary, the Association, in its sole and absolute discretion, may elect to provide the pest control services to the interior of any and all Units. The election of an Owner to decline pest control services by the Association shall not reduce the Unit Owner's Assessments, as the cost of pest control services is part of the Common Expenses. The Association's Board of Directors may also elect to supply pest control (bugs, termites, rodents, etc.) to the Common Elements.

8.9 Delegation of Management. The Board may contract for the management and maintenance of the Condominium Property and authorize a licensed management company and/or agent to assist the Association in carrying out its powers and duties. However, the Association, its Board of Directors and officers shall at all times retain the powers, duties and responsibilities provided in the Condominium Act and the Condominium Documents. Unless the approval or affirmative vote of the Unit Owners is specifically required or made necessary by the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be taken by the Association may be taken by the Board of Directors of the Association without a vote of the Unit Owners. A Unit Owner has no authority to take action for the Association or the Board by virtue of being a Unit Owner.

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

8.11 Purchase of Units. The Association has the power to purchase Units in the Condominium and to hold, lease, mortgage or convey them.

8.12 Acquisition of Property. The Association has the power to acquire property, both real and personal.

8.13 Owner Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the roster shall be made available to any Unit Owner upon written request.

ARTICLE 9. VOTING RIGHTS

Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same Owner may own more than one Unit or that Units may be joined or connected together and occupied by one Owner. Unit Owners shall cast their votes in the manner provided in the Bylaws. The Association's Board of Directors may suspend a delinquent Unit Owner's voting rights in the manner provided in Section 718.303(5), Florida Statutes. If a Unit is owned by the Association, no vote shall be counted or cast for that Unit.

ARTICLE 10. COMMON EXPENSES

10.1 Statutory Common Expenses. The Common Expenses shall include those expenses identified in Section 718.115, Florida Statutes, as amended from time to time.

10.2 Other Common Expenses. The Common Expenses shall also include, but not be limited to the following:

A. Costs and Expenses incurred in the operation, maintenance, preventative maintenance, repair, replacement or protection of the Common Elements, Association Property and those portions of the Condominium Units or the Limited Common Elements that the Association is specifically obligated by this Declaration to maintain, repair and/or replace.

B. Costs of management and operation of the Condominium and administrative costs of the Association including professional fees and expenses.

C. Costs of water and sewage service, electricity and other utilities which are not metered separately to the individual Condominium Units.

D. Labor, material and supplies used in conjunction with the Common Elements.

E. Maintenance, repair and replacement of the streets and driveways within the Condominium and the street lighting system.

F. Costs to repair damages to the Condominium Property caused by casualty in excess of insurance coverage.

G. Salary of the manager or managers and their assistants, as shall be determined by the Board of Directors of the Association.

H. Premiums on Association insurance policies required or allowed by the provisions of this Declaration or by Section 718.111(11), Florida Statutes and other applicable law, including but not limited to fire, casualty, liability, employee theft, umbrella, directors and officers and other insurance as provided herein.

I. Cost of material alterations, substantial improvements, additional lands, leaseholds or other possessory or use rights in lands or facilities, or membership or other interests in recreational facilities, purchased as part of the Common Elements or the Association Property for the benefit of all the Unit Owners of the Condominium.

J. Cost of communication services as defined in Chapter 202, Florida Statutes and basic cable expense, unless the provider of such services bills the Unit Owners directly, but only if so elected by the Board of Directors. The Board may elect from time to time to provide such communication services and basic cable expenses to all Units as a Common Expense.

K. Maintenance and repair of the lakes, drainage systems, irrigation system, lawns and open spaces.

L. Any expenses declared Common Expenses by provisions of the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws and any valid charge against the Condominium Property as a whole.

M. Any items or services required by federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer services for a master meter that services the Condominium.

N. Unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all the Unit Owners.

O. 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 Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, the Declaration, the Articles of Incorporation or the Bylaws.

ARTICLE 11.
MAINTENANCE, REPAIR, REPLACEMENTS AND ALTERATIONS AND IMPROVEMENTS

11.1. BY THE ASSOCIATION.

The Association shall maintain, repair and replace as part of the Common Expense the following:

A. Common Elements and Limited Common Elements. The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements, Limited Common Elements (except as otherwise provided herein) and the Association Property.

B. Electrical Wires and Conduits. All electrical wires and conduits that serve the Common Elements or more than one Unit, except that portion to be maintained by a utility.

C. Plumbing Fixtures and Installations. All plumbing fixtures and installations (including water pipes and sewer lines) that serve the Common Elements.

D. Cable Television and Communication Lines. All cable television and communication lines that serve more than one Unit or the Common Elements.

E. Utilities. Installations for utilities located outside the Unit for the furnishing of utilities to the Common Elements.

F. Structural Portions of the Unit. All structural columns, bearing walls, and utility chases regardless of their location.

11.2. BY THE UNIT OWNER.

Each Unit Owner shall maintain, repair and replace, at the Unit Owner's sole expense, everything within the confines of the Owner's Unit which is not part of the Common Elements or Limited Common Elements as defined herein, including but not limited to:

A. Interior Portions of the Unit. All drywall/sheetrock, paint, finish, covering, carpet, tile, flooring, wallpaper and the decoration of all walls, floors and ceiling.

B. Built-ins, Shelves, Cabinets, Etc. All built-in shelves, cabinets, countertops, storage areas, and closets.

C. Appliances, Items, Equipment and Dryer Vents. All stoves, refrigerators, ovens, fans, disposals, compactors, dishwashers, hot water heater(s), smoke alarms, and other appliances and equipment, and dryer or other exhaust vents to the point of termination into a vertical vent serving multiple Units (even if exterior to the Unit). However, the Board of Directors may, in its sole discretion, provide for periodic dryer vent cleaning, including vent components within the Units that connect into vertical dryer vents serving multiple Units as a Common Expense. The Unit Owner is encouraged to replace the Unit's hot water heater every ten (10) years.

D. Electrical Systems. All electrical facilities, wires, fixtures, circuit breakers, circuit breaker panel, and equipment that exclusively serve only the Owner's Unit, no matter where located. Unit Owners will be individually responsible for the maintenance, repair and replacement of the electrical system and electrical distribution systems

serving their Unit from and including the circuit breaker panel serving the Unit inward; that is to say, in respect to all lines servicing only the Unit and outlets within the Unit.

E. Water Pipes and Water Valves. The Unit Owner shall maintain, repair and replace the water supply shut-off valve to the Unit and all water supply pipes and the water supply shutoff valve serving only the Owner's Unit. If the water supply pipe or valve serves more than one (1) Unit or the Common Elements, then the Association will maintain, repair and replace it.

F. Sewage Pipes. All sewage pipes that serve only the Owner's Unit, no matter where located. If a sewage pipe serves more than one Unit, then the Owners of the Units served by such sewage pipes shall be jointly responsible for the costs of clearing blockages, maintaining, repairing and replacing said sewage pipes.

G. Drains, Tubs, Showers, etc. All drains, tubs, toilets, showers, shower pans, shower heads, faucets, connector hoses, flanges, gaskets, p-traps, ice-maker supply lines, and all plumbing, fixtures, and connections located within the Unit.

H. Windows and Screens. All windows, including but not limited to the glass, framing, tracts, hardware, hinges, locks, caulking and screens.

I. Air Conditioning and Heating Systems. All mechanical, ventilating, heating and air conditioning equipment serving the Owner's Unit, no matter where located, including but not limited to the air compressor, air handler, thermostat, FREON/PUREON lines, condensate drip pan and lines, duct work and other related wires, fixtures, equipment, installations and devices.

J. Doors. All exterior and interior doors and the frames, doorknobs, locks, hinges, locks, trim, caulk, thresh holds, and all other mechanisms and components thereof. No Unit front entry door shall be painted, altered, improved or replaced without the prior written approval of the Board of Directors.

K. Garage Doors. The Garage door motor, garage door (including but not limited to the garage door panels), springs, FOBs/remotes, tracts, chains/belts, all associated hardware, assemblies, brackets, outlets, wiring, etc.

L. Furniture and Furnishings. All furniture, furnishings and personal property contained within the Unit or Limited Common Elements.

M. Alterations and Improvements. All alterations and improvements to the Unit or Limited Common Element made by or at the request of the Owner or the Owner's predecessor in title.

N. Hurricane Storm Shutters and Related Improvements. All hurricane storm shutters serving the Owner's Unit.

O. Gutters and Downspouts. All gutters, downspouts and gutter drains serving the Owner's Unit.

P. Additional Unit Owner Obligations. In connection with the Owner's maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair, renovation or replacement

which requires: changes or alterations to the physical appearance of the Condominium Property visible from outside of the Unit; excavation; access to building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not, or the relocation of cabinets or appliances; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Unit Owner is also required to obtain the prior written approval of the Board of Directors for any project that affects or could affect the Common Elements, such as electrical or plumbing repairs or changes that could go beyond the perimeter of the Unit. For all work covered by this subparagraph, licensed and properly certified contractors with adequate insurance are required to protect the Association's interests.

Q. Non-Disturbance and Incidental Damage. The Unit Owner shall perform all maintenance, repair, renovation and replacement without disturbing the rights of other Unit Owners or the Association. The Unit Owner shall be responsible for promptly repairing any incidental damage the Owner, its agent or contractor, causes to another Unit or to the Common Elements while maintaining or repairing the Owner's Unit or Limited Common Elements. Furthermore, the Unit Owner must promptly correct any condition which would, if left uncorrected, cause any damage to the Condominium Property, and shall be responsible for any damages proximately caused by the Owner's willful act, carelessness, negligence or the Owner's failure or refusal to act.

11.3 Right to Enter Units. As more fully provided in Section 718.111(5), Florida Statutes, the Association, its agents, contractors and employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of the Common Elements, Limited Common Elements or any portion of the Unit for which the Association is responsible, or as necessary to prevent or repair damage to the Common Elements, Limited Common Elements or to a Unit or Units. The Association shall have the right to access a Unit at any time in the event of an emergency that endangers or appears to endanger the safety of occupants or their property or to provide pest control services to the Unit. In the case of any emergency originating in or threatening the Condominium Property, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager or managing agent, shall have the right to enter such Unit for the purpose of remediating or abating the cause of said emergency, and such right of entry shall be immediate.

11.4 Incidental Damage. If, in connection with the discharge of its maintenance and repair responsibilities, the Association must damage, remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner owns or is required to maintain, repair or replace, the Association shall be responsible for reinstallation or replacement of that item to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by the Owner's predecessor in title, shall be the responsibility of the Unit Owner, as shall any screens or frames which the Association must remove or damage in connection with its maintenance and repair of the Condominium Property, although the Association may have such screen replacement work performed by its contractor, and the Unit Owner will be responsible for reimbursements as a charge.

11.5 Owner Caused Damage. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by the Owner's intentional act, omission or negligence, or by that of any member of the Owner's family or his or their guests, employees, contractors, agents, or lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements,

Association Property, or to other Units, the Owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions.

Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in Condominiums located in Florida's coastal communities, Condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, if such coverages are available. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association, or its designated representative, may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for charges.

11.6 Failure to Maintain and Repair a Unit. In the event the Owner of a Unit fails or refuses to properly maintain, repair or replace any portion of the Unit as required by this Declaration within a reasonable time, the Board of Directors shall have the right to proceed in a court of equity or in arbitration to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorney's fees, including appellate attorney's fees. Additionally, the Board shall have the right to undertake such maintenance, repair or replacement and assess the Unit Owner and the Unit for the necessary sums to make necessary repairs, improvements or corrections. After reasonable advanced written notice, the Board shall have the right for its agents or employees to enter a Unit or Limited Common Elements, perform the necessary work and collect the amount due from the Unit Owner. The amount shall be due and payable within thirty (30) days after written notice of the invoice is provided to the Unit Owner. If such invoice remains unpaid after said thirty (30) day time period, the Association may proceed to collect such invoice via a common law lien.

11.7 Additional Unit Owner Responsibility for Alterations and Additions. The Unit Owner shall be financially responsible for the insurance, maintenance, repair, care and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for charges of equal dignity to the Common Expense lien created by this Declaration or alternatively, said Owner may be required to remove and re-install said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

11.8 Renovation Restrictions. At the election of the Board of Directors, in order to enhance the quiet enjoyment of Unit Owners, tenants and guests, the Association may adopt guidelines, rules and regulations to govern the work of contractors on the Condominium Property, including but not limited to work hours, contractor approval requirements and qualifications, insurance requirements, as well as strict compliance with the Association's Rules and Regulations, and may require Unit Owners who apply to renovate their Units to complete, and have their contractors complete, information forms, acknowledgements, hold harmless agreements, and rule violation penalty agreements reasonably designed to protect the interests of the Condominium.

ARTICLE 12. INSURANCE, DESTRUCTION AND RECONSTRUCTION

The insurance, other than title insurance, that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

12.1 Authority to Purchase; Named Insured. The Association shall purchase insurance upon the Condominium Property as provided herein and as provided in Section 718.111(11), Florida Statutes. The name insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their respective mortgagees.

12.2 Coverage.

A. Casualty. All Insurable Improvements upon the Condominium Property as originally installed, or replacements of like kind and quality, shall be insured in an amount equal to the replacement cost, excluding foundation and excavation costs; and less a commercially reasonable deductible. "Insurable improvements" shall mean all portions of the Condominium Property or Association Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications and all alternations or additions made by the Association pursuant to Section 718.111(11), Florida Statutes, as amended from time to time. The term "Insurable Improvements" shall in all cases exclude all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing. Such coverage shall afford protection against the following:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

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

B. Public Liability. In such amounts and with such coverage as shall be required by the Board of the Association, and with cross-liability endorsement to cover liabilities of the Unit Owners jointly and severally and the Association.

C. Worker's Compensation. Worker's compensation policy to meet the requirements of Florida law.

D. Other Insurance. Other insurance deemed necessary or desirable by the Board from time to time.

E. Owner's Insurance. Each Unit Owner is required to purchase and maintain adequate insurance coverage as follows: title insurance is optional and is the sole responsibility of the Unit Owner; flood insurance, in excess to the Association's coverage, is optional and is the sole responsibility of the Unit Owner. Each Unit Owner is required to carry basic hazard and liability insurance, which must include liability coverage in the aggregate, including any umbrella coverage, of at least \$500,000.00 for injury to persons or property occurring within such Owner's Unit, the Unit's Limited Common Elements, or claims involving the Unit Owner's family members, tenants, guests, invitees and occupants of the Unit. Unit Owners must also obtain and maintain hazard insurance (commonly known as "HO-6 Insurance"), or a similar product, in amounts deemed sufficient by the Board of Directors. The Board of Directors may establish additional and supplemental individual Unit Owner's insurance obligations annually through Rules and Regulations to provide for the Unit Owners having adequate insurance to rebuild or replace any portion of a Unit that the Association is not responsible for insuring, including, but not limited to personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, 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 the Unit and serve only such Unit. Each hazard insurance policy issued to a Unit Owner must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same Unit. The Board of Directors may require each Unit Owner to provide Certificates of Insurance, or other appropriate evidence of the Unit Owner's carrying required insurance.

12.3 Premiums and Deductibles. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. The Board may establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

12.4 Shares of Proceeds. The Board shall receive such insurance proceeds as are paid and hold such proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

A. Common Elements. Proceeds on account of damage to Common Elements—an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to such Owner's Unit.

B. Limited Common Elements. Proceeds on account of damage to Limited Common Elements—an undivided share for each Unit Owner, such share being the same as the undivided share in the Limited Common Elements appurtenant to such Owner's Unit.

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

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

2. When the Building is not to be restored—an undivided share for each Unit Owner in such Building, such share being proportionate to such Owner's undivided share in the common elements

appurtenant to such Owner's Unit as such share relates to said Building and as determined in accordance with such proportions by the Association.

D. Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner as such Owner's interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

12.5 Distribution of Proceeds. Proceeds of insurance policies shall be distributed to or for the benefit of the beneficial Owners in the following manner:

A. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such repairs or reconstruction as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the mortgagees being of any mortgagee of a Unit and may be enforced by such mortgagee.

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

12.6 Association as Agent. The Association is irrevocably appointed as the agent for each Unit and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12.7 Exclude Personal Property. Any property insurance policy issued to protect the Condominium shall exclude personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing. Unit Owners are responsible for insurance (if desired) of air conditioner compressors which are individually owned, even though they are located in Common Elements. The Unit Owner shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

ARTICLE 13. RECONSTRUCTION AFTER CASUALTY.

13.1 Determination to Reconstruct or Repair.

A. Common Element and Limited Common Element. If the damaged improvement is a Common Element or a Limited Common Element, the damaged improvement shall be reconstructed or repaired unless at least 75% of the entire membership in the Association agree that it shall not be reconstructed or repaired, or it is determined in the manner elsewhere provided that the Condominium shall be terminated.

B. Major Damage. If more than 50% of the Units in the Condominium are found by the Board to be not tenantable, then the damaged improvement will be reconstructed or repaired unless within 120 days after the casualty, it is determined by agreements in the manner elsewhere provided that the Condominium shall be terminated. In the event of such termination, the Owners so affected shall, at the election of the Association, convey their remaining interest in the Condominium either to the Association or to the remaining Owners in the Condominium.

13.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with (a) the plans and specifications of the original Condominium, including any required changes by any applicable governmental code or regulation; or (b) according to plans and specifications approved by the Board of Directors and approved by not less than 75% of the Unit Owners, in accordance with any applicable governmental code or regulation.

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

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

13.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated or actual costs of reconstruction and repair by the Association for Common Elements and Limited Common Elements, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the costs of reconstruction and repair of their respective Units while assessments for damage to Limited Common Elements and Common Elements shall be in proportion to the Owner's share in the Common Elements.

13.6 Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums deposited by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of construction and repair in the following manner and order:

A. Association. The amount of the estimated costs of reconstruction and repair that is the responsibility of the Association shall be disbursed in payment of such costs upon the order of the Board.

B. Unit Owner. That portion of insurance proceeds representing damage to improvements, the reconstruction or repair of which is the responsibility of a Unit Owner, shall be disbursed to that Unit Owner, or if there is a mortgagee endorsement as to that Unit, then to the Unit Owner and the mortgagee, jointly, who may use such proceeds as they may be advised.

C. Surplus. It shall be presumed that the first monies disbursed in payment of costs or reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial

Owners of the fund in the manner elsewhere stated; provided, however, that the part of a distribution to a beneficial Owner that represents assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

13.7 Automatic Amendment. Articles 12 and 13 shall be deemed to be automatically amended as necessary to be consistent with the provisions of Section 718.111(11), Florida Statutes, as it currently exists and as it may be subsequently amended from time to time in the future.

ARTICLE 14. RESTRICTIONS UPON USE

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these use restrictions shall be for the benefit of and enforceable by all Owners of Units in this Condominium and the Association.

14.1 Single Family Residential Use. Each Unit shall be occupied by only one (1) family and its guests at any time. Each Unit shall be used as a residence and for no other purpose. No business, commercial activity or profession shall be conducted in or from a Unit; however, a person may maintain a personal or professional library, may keep personal, business or professional records in the Unit, and may handle personal, business, or professional telephone calls or written correspondence from the Unit. Such uses are expressly declared customary and incidental to the residential use of the Unit.

14.2 Change Unit Appearance. No person shall paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; place any awning on any exterior opening; plant any planting outside of a Unit; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the Common Elements; 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 Elements; nor any of the foregoing without the prior written consent of the Association's Board of Directors. An Owner may fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls of a Unit provided they may be removed without substantial damage to the wall structure when the wall is in a support or structural wall of the building.

14.3 Nuisance. No owner shall use his or her Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance or the highest standards for a first-class residential condominium. No Owner shall cause or permit loud and objectionable noises or obnoxious odors to emanate from the Unit which may cause a nuisance to the occupants of other Units in the sole opinion of the Board.

14.4 Law and Ordinances. The use of a Unit shall be consistent with all applicable laws, ordinances and regulations of any governmental body.

14.5 Compliance with Condominium Documents and Rules. All persons shall conform to and abide by the Condominium Documents and the Association Rules and Regulations. The Board of Directors, or its designated agent, shall have the irrevocable right to enter any Condominium Unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, the Bylaws and the Rules and Regulations of the Association.

14.6 Exterior Wires and Items. No person shall erect, construct or maintain any wire, container, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Association's Board of Directors.

14.7 Antennas, Aerial or Satellite Dish. No television or other antennas, aerials, ham radios or satellite dishes shall be fixed, installed, placed or maintained on or in any portion of the Common Elements or Association Property.

14.8 Insurance Rates. No Owner shall permit or suffer anything to be, done or kept in the Owner's Condominium Unit which will increase insurance rates on any Unit or on the Common Elements or other Units.

14.9 Divide or Subdivide a Unit. No Unit shall be divided or subdivided for purpose of sale or lease, except to the Owner of an adjacent Unit, and only after obtaining the written consent of the Association's Board of Directors. A Unit may be combined with an adjacent Unit and occupied as one (1) Unit, with the prior written consent of the Association's Board of Directors.

14.10 Obstruction of Ingress and Egress. No person shall obstruct the common way of ingress or egress to the other Units or the Common Elements.

14.11 Unsightly Objects. No person shall hang any laundry, garments or other unsightly objects which are visible outside of the Unit. No person shall allow anything to be or remain in the Common Elements that are unsightly or hazardous, in the sole opinion of the Board.

14.12 Garbage or Rubbish. No person shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder, along with bottles, cans and other trash shall be placed in water-proof bags or similar containers before being placed in the appropriate receptacles. Unit Owners shall not permit the deposit of demolition debris to be placed in the Condominium trash chutes or dumpsters but shall require contractors to haul away all demolition debris.

14.13 Fire or Health Hazard. No person shall permit or allow any fire or health hazard to exist in their Unit or the Common Elements.

14.14 Use of Common Elements. No person shall make or permit the use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

14.15 Pets. No person shall allow any animals to be kept in a Unit or to make use of the Common Elements except in conformity with Rules and Regulations promulgated from time to time by the Association's Board of Directors. In the event any pet becomes a nuisance to the other Owners or residents in the reasonable opinion of the Board of Directors, such animal shall be promptly removed from the Unit upon written demand by the Board or its agent.

14.16 Discharge of Saline Solution. No person shall discharge any liquid or substance (except for County Water) into any lake, retention pond, street, easement or Common Element.

ARTICLE 15.
LEASE OF UNITS

In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by Owners shall be restricted as provided in this Article 15. The ability of a Unit Owner to lease the Owner's Unit to others is a privilege, not a right. The privilege may be revoked by the Board if it is abused by the Owner. All leases of units must be in writing. A Unit Owner may lease only the entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

15.1 Term of Lease and Frequency of Leasing. No Unit may be advertised, offered for use via a license or other agreement, held out, offered, advertised, rented, or leased for a period of less than six (6) continuous months or more often than twice per calendar year. The first day of the lease term shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted without Board approval. The Board, at its discretion, may approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed without written Board approval.

15.2 Two-Year Lease Prohibition. Notwithstanding this Article 15, Units acquired after the effective date of the adoption of this Amended and Restated Declaration, which shall be the date of its recording in the Public Records, shall not be rented or leased for a period of twenty-four (24) months following acquisition of the Unit. The date of acquisition of a Unit shall be established by the date of recordation of a deed or other instrument of conveyance in the Public Records of Sarasota County, Florida.

15.3 Procedures.

A. Notice by the Unit Owner. An Owner intending to lease the Owner's Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully-executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and their spouse, if any, as a precondition to approval.

B. Board Action. After the required notice and all information, fees and/or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease, provided however, a written response must be provided to a service member within seven (7) days of submission of a written application pursuant to Section 83.683, Florida Statutes. The Board may delegate its authority to a single director, a committee or an agent.

C. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (1) The Unit Owner is delinquent in the payment of any monetary obligation to the Association at the time the lease application is considered;

(2) The Unit Owner has a history of leasing his or her Unit without obtaining the prior written approval of the Association, or leasing to troublesome lessee and/or refusing to control or accept responsibility for the occupancy of the Unit;

(3) The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees or entering into leases without prior Association approval;

(4) The application on its face indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself or herself in a manner inconsistent with the covenants, rules and restrictions applicable to the Condominium;

(5) The prospective lessee (which shall include all proposed occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act, or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it;

(6) The prospective lessee (which shall include all proposed occupants) has a history of conduct which evidences disregard for the rights and property of others;

(7) The prospective lessee (which shall include all proposed occupants), during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association covenants, rules or restrictions;

(8) The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid; or

(9) The Owner fails to give proper and timely notice of the intention to lease the Owner's Unit to the Board.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the Unit Owner.

E. Applications, Assessments. Applications for authority to lease shall be made to the Board on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Assessments or other monetary obligations due to the Association may not be delegated to the lessee.

15.4 Occupancy During Lease Term. No one but the lessee, his or her family members within the first degree of relationship by blood, adoption or marriage, and his or her spouse and temporary (not more than 30 days in a calendar year) house guests may occupy the Unit.

15.5 Occupancy in Absence of Lessee. If a lessee absents himself or herself from the Unit for any period of time during the lease term, his or her family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions contained in this Declaration and any Rules and Regulations adopted by the Association. If the lessee and all of the family members mentioned in the foregoing sentences are absent, no other person may occupy the Unit.

15.6 Regulation by Association. All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement. 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. The Unit Owner shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to obtain Association approval of the tenant, or fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents and Rules and Regulations, including without limitation the right to institute an action for eviction against the tenant. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner.

15.7 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time, including but not limited to, a security deposit not to exceed the equivalent of one (1) month's rent, into an escrow account maintained by the Association to protect against damages to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

ARTICLE 16.

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the sale, transfer, devise and other title transfer of Units by a Unit Owner shall be subject to the following provisions:

16.1 Ownership by Trust, Corporations, Partnerships, Limited Liability Companies or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company ("LLC"), or other entity which is not a natural person (if approved in the manner provided elsewhere herein). The intent of this provision is to allow flexibility in estate, financial, or tax planning. The approval of a partnership, trustee, or corporation, limited liability company ("LLC"), or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the **"Primary Occupant."** The Primary Occupant shall be the person

entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any 12-month period. Unit Owners of record as of the adoption of this provision shall be required to designate a "Primary Occupant" within thirty (30) days of the effective date hereof, which is the date of recording in the Public Records of Sarasota County.

16.2 Transfers Subject to Approval.

A. Sale or Other Transfer. No Unit Owner may dispose of the Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including without limitation, an agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

B. Gift. If any Unit Owner shall acquire title by gift, the continuance of ownership of the Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Approval to own or occupy may not be denied to any gift recipient who was the prior Owner's lawful spouse at the time of the gift, or was related by the gifting Owner by blood or adoption.

C. Devise or Inheritance. If any Unit Owner acquires title by devise or inheritance, the right to occupy or use the Unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the deceased Owner by blood, marriage or by adoption.

D. Other Transfers. If any Unit Owner shall acquire title by any manner not considered in the foregoing subsections, the continuance of ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

E. Transfers to Trusts. Approval to own or occupy a Unit may not be denied to any person who is the recipient of use or occupancy rights arising from transfer to a trust, where the grantor or settlor of the trust is a Unit Owner, and the beneficiary or other person entitled to use or occupancy under the Trust Agreement was the Owner's lawful spouse or was related to the Owner by blood or adoption.

16.3 Approval by Association.

A. Notice to Board of Directors and to Other Unit Owners.

1. **Sale.** A Unit Owner intending to make a bona fide sale of the Owner's Unit or any interest in it shall give to the Board of Directors and to any other Owner of such Unit written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the unredacted purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of the purchaser(s) and all proposed Unit Occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; however, the Association shall not be obligated to purchase the Unit if the transfer of the Unit is denied for good cause as set forth below.

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 previously considered, shall give to the Board of Directors

notice of acquiring his or her title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require and a certified copy of the instrument evidencing the Owner's title.

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

B. Certificate of Approval.

1. **Sale.** If the proposed transaction is a sale, then within forty-five (45) days after receipt of such notice and information, including a personal interview if requested by the Board, the Board must either approve or disapprove the proposed transaction.

2. **Gift, Devise or Inheritance; Other Transfers.** If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within forty-five (45) days after receipt of such notice and information the Board, including a personal interview if requested by the Board, must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

3. **Approval of Occupant.** If a Unit Owner or purchaser is a corporation, partnership, trust, limited liability company ("LLC"), some other entity, the approval of ownership by the corporation, partnership, trust or other entity shall be conditioned upon approval of a Primary Occupant.

16.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a sale or transfer of ownership of a Unit for reasons other than those provided in Article 16.4. C, the matter shall be disposed of in the following manner:

A. Sale. If the proposed transaction is a sale, then within forty-five (45) 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 the Unit concerned by a purchaser approved by the Board of Directors (including the Association or another Unit Owner) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

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

2. The purchase price shall be paid in cash. The sale shall be closed within forty-five (45) days after the delivery or mailing of the agreement to purchase, or within forty-five (45) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

B. Gifts, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within forty-five (45) days after receipt from the Unit

Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

1. The sale price shall be the fair market value determined by agreement between the seller and purchaser within forty-five (45) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment or specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

2. The purchase price shall be paid in cash. The sale shall be closed within forty-five (45) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the Unit Owner.

C. Disapproval for Good Cause. Approval of the Association for title transfers of a Unit shall be withheld only if a majority of the Board of Directors so votes. The Board of Directors shall consider the following factors and may confer freely with legal counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) has lied or misrepresented facts on the application or during the interview.

2. The person seeking approval (which shall include all proposed Occupants) has been convicted of a violent felony or a sexual offense of any nature.

3. The person seeking approval failed to provide the interview, information or fees required to process the application in a timely manner.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth in Paragraph 16.4. C., the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made.

16.5 Transfer Fee. The Association may charge a transfer fee for the approval of sales or other transfers of title. The fee may not exceed the maximum permitted by law per transaction (currently \$100 per applicant, with husband/wife and parent/child considered one applicant). The specific amount of the transfer fee shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

16.6 Unauthorized Transactions. Any sale or other transfer not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. There shall be no limitation upon sale, lease or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap or familial status.

16.7 First Mortgage Companies. The provisions of this Article 16 shall not be applicable to transfers at foreclosure sales of mortgages held by Institutional First Mortgage Companies, or their affiliate or subsidiary companies, nor to deeds in lieu of foreclosures. However, the provisions of this Article 16 shall apply to any subsequent sales or transfers of that Unit.

ARTICLE 17. ASSESSMENTS AND LIENS

17.1 Annual Budget. The Association has the authority to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for the proper administration and management of the Condominium and the operation of the Association. The Board of Directors of the Association shall approve and may amend from time to time annual budgets of projected anticipated income and estimated expenses for each fiscal year. The annual Assessment shall be paid in monthly or quarterly installments in advance on the first day of each month or each calendar quarter, as determined by resolution of the Board of Directors.

17.2 Share of Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses equal to the Owner's share of the Common Elements and the Common Surplus, as set forth in Article 5 of the Declaration.

17.3 Special Assessments.

A. Board Approval. The Association's Board of Directors may levy one or more special assessments in a total amount not to exceed ten percent (10%) of the Association's then-existing annual budget (including operating and reserves) in a calendar year. No membership approval shall be required of such special assessment(s). Special assessments shall be due and payable as provided in the Board's special assessment resolution.

B. Membership Approval and Exceptions. If the total amount of the special assessment(s) levied in a calendar year shall exceed the amount provided in Article 17.3. A above, the special assessment must first be approved by at least fifty-one (51%) of the Association's eligible Voting Interests present (in person or by proxy) and voting at an Association membership meeting OR, in the alternative, upon the written approval of fifty-one percent (51%) of the total Voting Interests without a membership meeting. HOWEVER, no membership approval shall be required for a special assessment: (1) to protect, maintain, preventatively maintain, repair or replace the Common Elements or Association Property; (2) to make alterations or improvements to the Common Elements or Association Property if necessary to address a safety or security concern; (3) to make an alteration or improvement required by the Florida Building Code or by the Association's insurance company; or (4) to comply with a requirement of the State of Florida, Sarasota County or other governmental entity. Special assessments shall be due and payable as provided in the Board's special assessment resolution.

17.4 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association and no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to the Owner's Unit. No Owner may withdraw or receive distribution of the Owner's share of the Common Surplus, except as otherwise provided by law.

17.5 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and charges coming due while he/she is the Unit Owner. Except as provided below, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and charges against the predecessor for his/her share of the Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. As provided in the Condominium Act, for purposes of the foregoing, the Association is not included in the definition of a "previous owner" in the event it acquires title to a unit by foreclosure or deed in lieu of foreclosure.

17.6 No Waiver of Use and Enjoyment; Abandonment of Unit. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or charges are made.

17.7 Application of Payments, Restrictive Endorsement. All payments on account shall be first applied to accrued interest, then to late charges, then to collection costs, then to attorney's fees incurred incident to collection and then to the Assessment payment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Board of Directors may waive or reduce interest, late fees, costs, and its attorney's fees as it deems appropriate; however, the Board of Directors shall not waive or reduce Assessments.

17.8 Payment Default; Late Fees and Interest. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law (currently, a \$25 or 5% administrative late fee and 18% interest). No payment by check is deemed received until the check has cleared. For Owners who are more than ninety (90) days past due with payment of Assessments, the Association is authorized to: suspend the right of the Owner to use the Common Elements and/or suspend the voting rights of the Owner, in accordance with Section 718.303, Florida Statutes, until the Owner has paid all monetary obligations due the Association.

17.9 Acceleration. If a Special Assessment or installment of the annual Assessment become more than thirty (30) days past due, and the Association has recorded a Claim of Lien against the Unit, the Association's Board of Directors shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessment and all Special Assessments for that fiscal year.

17.10 Liens. The Association has a lien on each Condominium Parcel for any unpaid Assessments including accrued interest, late charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien, whether incurred before, during or after a lien foreclosure lawsuit. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Condominium Act, as amended from time to time. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A lien shall be signed and acknowledged by an officer or agent of the Association.

17.11 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to any recorded first mortgage unless the Association's lien was recorded prior to the first mortgage. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or other lien was recorded, except as otherwise provided by law. Any lease shall be inferior and

subordinate to the Association's lien, regardless of when the lien was recorded. Upon recording, the Association's lien shall relate back to the date of the filing of the original Declaration of Condominium.

17.12 Foreclosure of Lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner provided in Section 718.116, Florida Statutes and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

17.13 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act, as amended from time to time.

17.14 Money Judgment. In addition to its other remedies provided herein and by the Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Interest shall accrue on all final judgments obtained by the Association at the highest lawful rate per annum.

17.15 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payments of Assessments are thirty (30) days or more delinquent. The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, fines, interest, costs, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

17.16 Certificate of Unpaid Assessments. Any Unit Owner, purchaser or mortgagee has the right to request the Association provide a written certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association may charge a reasonable fee for the preparation of such certificate. The authority and amount of the fee must be established in a written resolution adopted by the Board or in a written management agreement.

ARTICLE 18.

RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES

Except as otherwise provided in this Declaration and Section 718.110(11), Florida Statutes, as amended from time to time, the written consent of all savings and loan associations, banks, and insurance companies, and their affiliate or subsidiary companies holding first mortgages of record upon any of the Condominium Units ("Institutional First Mortgagees") shall be first obtained prior to any amendments to this Declaration that materially

and adversely affect the rights or priority of Institutional First Mortgagees or termination of the Condominium, which consent shall not be unreasonably withheld.

ARTICLE 19. REMEDIES FOR DEFAULT

19.1 Duty to Comply. Each Unit Owner, tenant, occupant, resident, contractor and invitee shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time.

19.2 Enforcement Lawsuit. In the event of a violation or breach of any of the Condominium Documents or Rules and Regulations, the Association and any Unit Owner shall have the right, but not the duty or legal obligation, to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The prevailing party in such an administrative proceeding, mediation, arbitration or lawsuit shall recover its reasonable pretrial, trial, bankruptcy, and appellate attorney's fees and costs from the losing party.

19.3 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Owner's act, neglect or carelessness, or by that of any member of the Owner's family, lessees or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rate occasioned by the use, misuse, occupancy or abandonment of a Unit or of the Common Elements or of the Limited Common Elements.

ARTICLE 20. EASEMENTS

20.1 Easements for Access and Encroachments. Each Unit Owner shall have a non-exclusive perpetual easement for ingress and egress to and from the Owner's respective Unit through the Common Elements and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist.

20.2 Utility Easements. All private and public utility companies and agencies providing the Condominium with water, sewer services, electrical, telephone, cable television, and other utilities, are hereby granted such non-exclusive easements over, under, through and across the lands of the Condominium as may be necessary for the purpose of providing such services to the Units and Common Elements of the Condominium. Said easements shall be limited to the actual roadways and utility lines originally constructed by Developer plus sufficient right-of-way for the maintenance thereof, and the Association reserves the right to alter, amend, move or substitute for such easements as may be necessary from time to time. Such easements shall automatically be terminated when they are no longer required by the utility or when other easements are exchanged or substituted in the place thereof.

ARTICLE 21. PLANNED UNIT DEVELOPMENT

Ballantrae is being developed pursuant to Sarasota County Ordinance No. 79-44 dated September 18, 1979 which was filed in the Office of the Secretary of State of Florida on October 1, 1979. Ballantrae is subject to the Notice of Stipulations and Limitations Encumbering Real Property dated October 2, 1979 and recorded in Official

Records Book 1332, Page 581 Public Records of Sarasota County, Florida. The land to be utilized for common open spaces under the terms of such documents is hereby restricted to be used only for open space use in perpetuity or until this restriction is released, altered or amended by the County of Sarasota. Ballantrae is subject to the terms, provisions and restrictions of said documents to the extent that they are designated as covenants running with the title to the land and Ballantrae Condominium Association, Inc. by joinder in the original Declaration, assumes the responsibility or future maintenance as provided therein.

ARTICLE 22. AMENDMENTS TO DECLARATION

22.1 Proposal. An amendment to the Declaration may be proposed by the Board of Directors or by at least twenty percent (20%) of the Association's Voting Interests. Upon an amendment to the Declaration being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment and it shall be the duty of the Secretary to give to each Member notice of such meeting in the manner provided for in the Bylaws.

22.2 Approval of Amendments. Except as elsewhere provided, approval of a proposed amendment to the Declaration shall be upon the affirmative approval of at least a majority (that is, more than half) of the eligible total Voting Interests of the Association.

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

22.4 Effective Date. An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law.

22.5 Limitation on Amendment. No amendment shall be effective unless it be in writing, executed by the President or Vice-President and attested by the Secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. It shall not be necessary for the individual Unit Owners or holders of recorded liens thereon to join in the execution of any amendment, and the execution of any amendment by the President or Vice-President and attested by the Secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of the Declaration, the Articles of Incorporation and the Bylaws.

ARTICLE 23. TERMINATION

The Condominium may be terminated at any time upon the affirmative approval of at least eighty percent (80%) of the Voting Interests of the Association, unanimous written consent of all of the Institutional First Mortgage holders, by an instrument to that effect signed by the President or Vice-President and Secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County. In the event of termination, the rights of owners of mortgages or other liens 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 termination trustee selected by the Board of Directors of the Association.

ARTICLE 24. MISCELLANEOUS PROVISIONS

24.1 Conflict. In the event of a conflict, the Condominium Documents shall govern in the following descending order: (1) Declaration of Condominium, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations of the Association.

24.2 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

24.3 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. The Board's interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

24.4 Captions. The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

24.5 Waiver of Rights. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

24.6 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

24.7 Waiver. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

24.8 Attorney's Fees. In any proceeding arising out of, relating to or caused by an alleged failure or refusal of a Unit Owner, family member, tenant, guest, Occupant, resident or invitee to comply with the requirements of the Condominium Act or the Condominium Documents, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fees incurred in mediation, arbitration, pretrial, trial, on all levels of appeal and in bankruptcy.

24.9 Binding Effect. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

24.10 Severability. If any provisions of this Declaration, the Articles of Incorporation, the Bylaws, Rules or Regulations or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

BALLANTRAE A CONDOMINIUM IN SEC. 22, TWP. 37S., RGE. 18E. SARASOTA COUNTY, FLORIDA

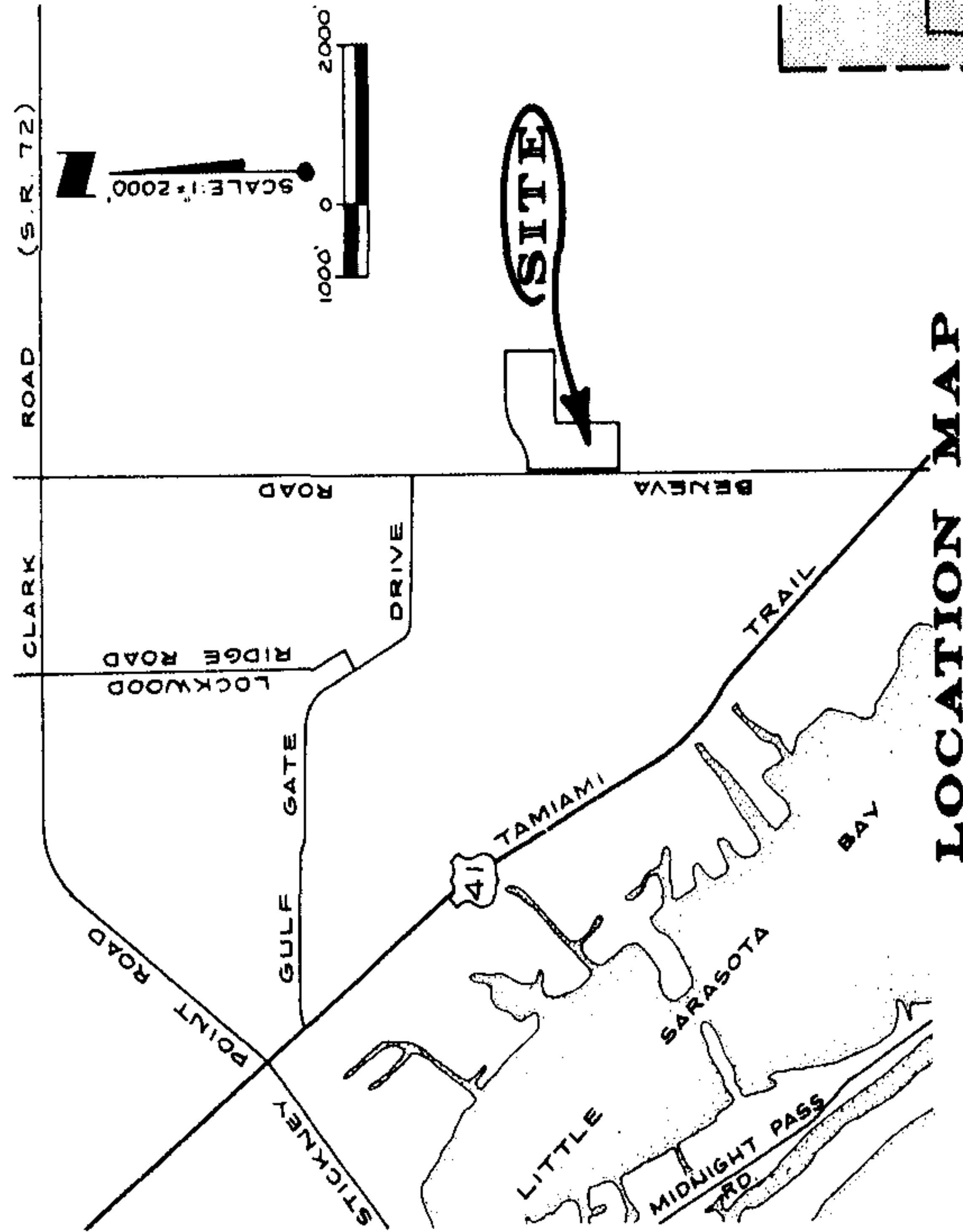
EXHIBIT A TO DECLARATION OF CONDOMINIUM
RECORDED IN O. R. BOOK 7373 AT PAGE 481
OF THE PUBLIC RECORDS OF SARASOTA COUNTY,
FLORIDA.

DESCRIPTION

A TRACT OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
COMMENCE AT A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE N-00°-08'-15"-E ALONG THE WESTERLY LINE OF SAID SECTION 22 A DISTANCE OF 2565.74 FEET TO A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S-89°-19'-47"-E A DISTANCE OF 40.00 FEET TO A CONCRETE MONUMENT FOUND ON THE EASTERLY RIGHT-OF-WAY LINE OF BENEVA ROAD FOR A POINT OF BEGINNING; THENCE S-00°-08'-15"-W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 662.85 FEET TO A CONCRETE MONUMENT FOUND ON THE LINE OF THE COUNTRY CLUB OF SARASOTA RECORDED IN PLAT BOOK 24, PAGES 16 THROUGH 16X OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE FOLLOWING 3 CALLS ARE ALONG THE LINES OF SAID COUNTRY CLUB OF SARASOTA): THENCE N-89°-31'-34"-E A DISTANCE OF 609.69 FEET TO A CONCRETE MONUMENT FOUND; THENCE N-00°-08'-15"-E A DISTANCE OF 987.31 FEET TO A CONCRETE MONUMENT FOUND; THENCE N-89°-28'-00"-E A DISTANCE OF 1060.00 FEET; THENCE S-89°-28'-00"-W A DISTANCE OF 744.27 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°-55'-32" AND A RADIUS OF 744.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 492.64 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 37°-55'-32" AND A RADIUS OF 744.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 492.64 FEET; THENCE S-89°-28'-00"-W A DISTANCE OF 54.28 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF BENEVA ROAD; THENCE S-00°-03'-25"-W A DISTANCE OF 659.41 FEET TO THE POINT OF BEGINNING CONTAINING 36.56 ACRES.

SUBJECT TO DRAINAGE EASEMENT OVER THE FOLLOWING:

A 70 FOOT WIDE STRIP OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
COMMENCE AT A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE N-00°-08'-15"-E ALONG THE WESTERLY LINE OF SAID SECTION 22 A DISTANCE OF 2565.74 FEET TO A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S-89°-19'-47"-E A DISTANCE OF 40.00 FEET TO A CONCRETE MONUMENT FOUND ON THE EASTERLY RIGHT-OF-WAY LINE OF BENEVA ROAD FOR A POINT OF BEGINNING; THENCE S-00°-08'-15"-W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 662.85 FEET TO A CONCRETE MONUMENT FOUND ON THE LINE OF THE COUNTRY CLUB OF SARASOTA RECORDED IN PLAT BOOK 24, PAGES 16 THROUGH 16X OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE FOLLOWING 3 CALLS ARE ALONG THE LINES OF SAID COUNTRY CLUB OF SARASOTA): THENCE N-89°-31'-34"-E A DISTANCE OF 609.69 FEET TO A CONCRETE MONUMENT FOUND; THENCE N-00°-08'-15"-E A DISTANCE OF 987.31 FEET TO A CONCRETE MONUMENT FOUND; THENCE N-89°-28'-00"-E A DISTANCE OF 1060.00 FEET; THENCE S-89°-28'-00"-W A DISTANCE OF 744.27 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°-55'-32" AND A RADIUS OF 744.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 492.64 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 37°-55'-32" AND A RADIUS OF 744.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 492.64 FEET; THENCE S-89°-28'-00"-W A DISTANCE OF 54.28 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF BENEVA ROAD; THENCE S-00°-03'-25"-W A DISTANCE OF 659.41 FEET TO THE POINT OF BEGINNING CONTAINING 36.56 ACRES.



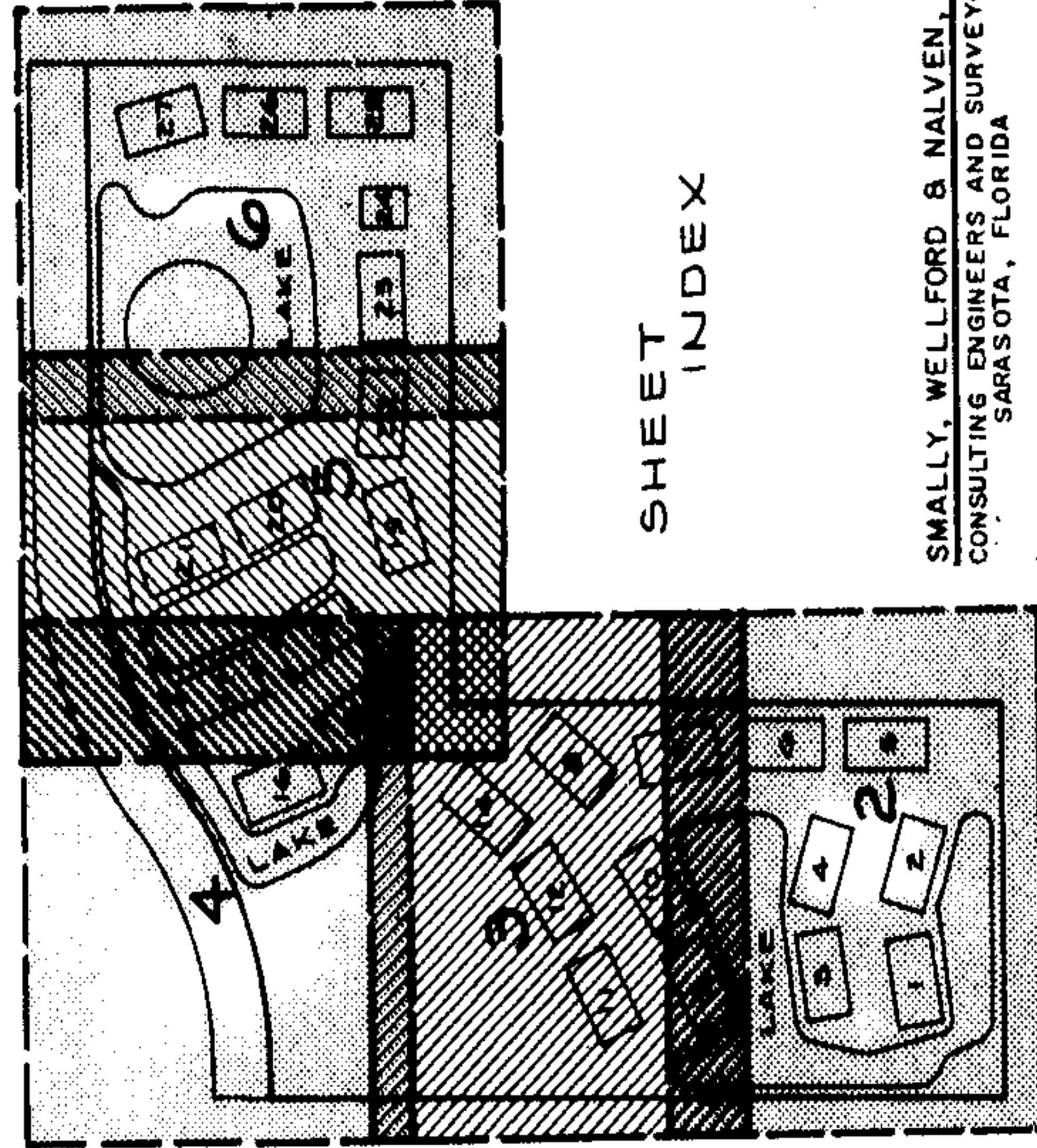
CERTIFICATE OF SURVEYOR

I, DAVID D. KEALY, A PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THIS EXHIBIT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN APPROXIMATE REPRESENTATION OF THE LOCATIONS AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS, IN WHICH THE UNITS ARE LOCATED, AND THAT THE IDENTIFICATION, APPROXIMATE LOCATION AND APPROXIMATE DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

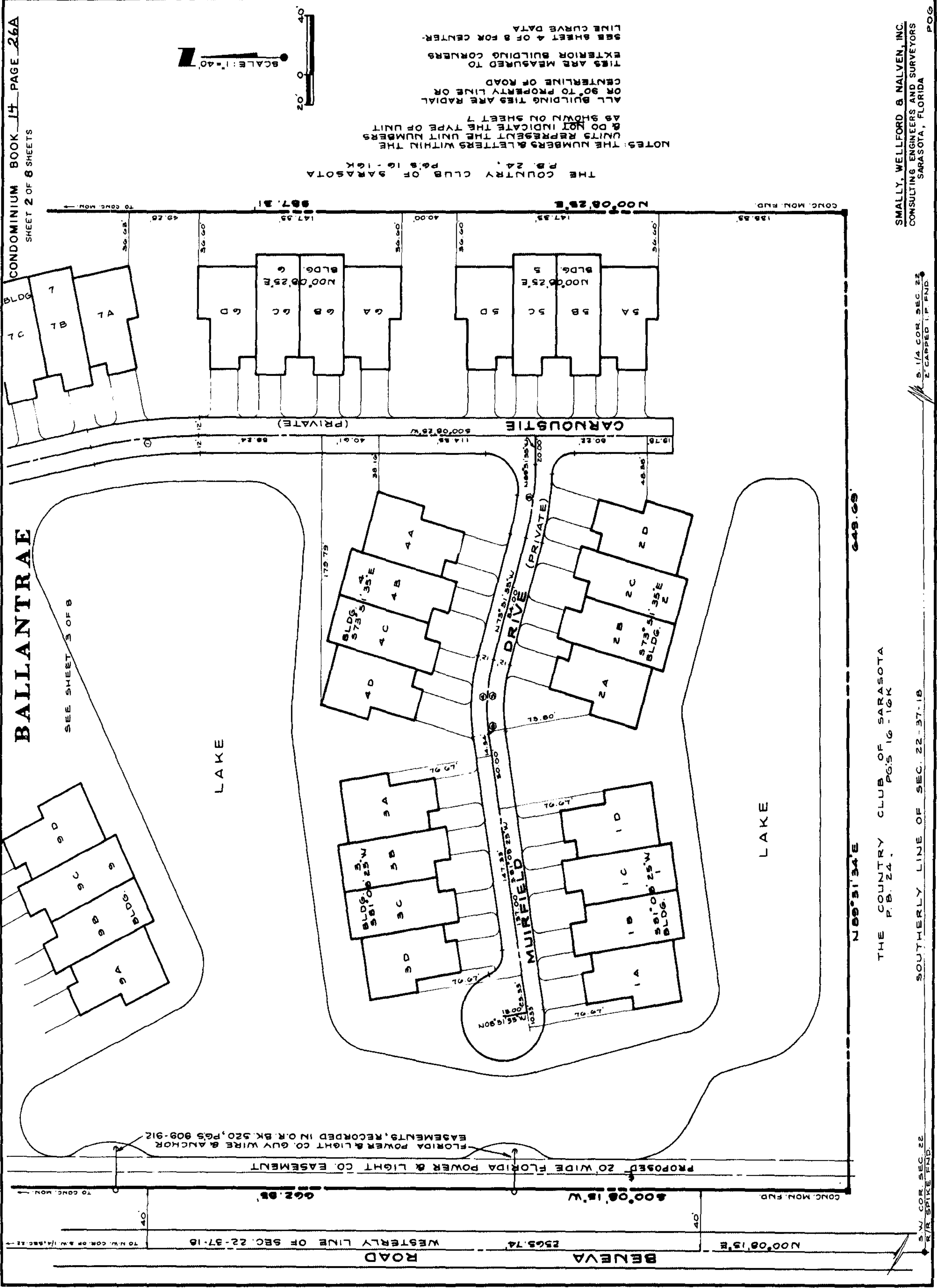
SMALLY, WELLFORD & NALVEN, INC.

BY: *David D. Kealy*
DAVID D. KEALY,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2612

DATE OF SURVEY: 1-17-30



SMALLY, WELLFORD & NALVEN, INC.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA



CONDOMINIUM BOOK 14 PAGE 26A
SHEET 2 OF 8 SHEETS

BALLENTRAE

SEE SHEET 3 OF 8

LAKE

LAKE

BENEVA ROAD

2565.74'

N00°08'15"E

N00°31'34"E

648.65'

THE COUNTRY CLUB OF SARASOTA
P.B. 24.

SOUTHERLY LINE OF SEC. 22-37-18

S. 1/4 COR. SEC. 22
2" CAPPED I.P. END

SMALLY, WELFORD & NALVEN, INC.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

P.O.G.
1996

NOTES: THE NUMBERS & LETTERS WITHIN THE
UNITS REPRESENT THE TYPE OF UNIT
& DO NOT INDICATE THE TYPE OF UNIT
AS SHOWN ON SHEET 7
ALL BUILDING TIES ARE RADIAL
OR 90° TO PROPERTY LINE OR
CENTERLINE OF ROAD
TIES ARE MEASURED TO
EXTERIOR BUILDING CORNERS
SEE SHEET 4 OF 8 FOR CENTER-
LINE CURVE DATA

SCALE: 1"=40'

TO W. COR. SEC. 22

N 00° 08' 15" E 2565.74' 3/4" SPC. FND

BENEVA ROAD

TO E. COR. SEC. 22

N 10° 36' 34" W 49° 00' 00" 588' 19" 47" E

CONC. MON. FND

500° 08' 15" W

662.85' RADIAL

511° 08' 15" W 46.83'

324.41'

CONC. MON. FND

500° 08' 25" W

659.41'

CONC. MON. FND

335.00

TO CONC. MON.

40

2565.45'

500° 03' 25" W

8 10 2 133HS 333\$

04

১৯৯৮

CONDOMINIUM BOOK 14 PAGE 26B
SHEET 3 OF 8 SHEETS

R/R SPIKE END
N.W. COR. SEC. 22

CONDOMINIUM BOOK 14 PAGE 26C
SHEET 4 OF 8 SHEETS

BALLANTRAE

NO.	DELTA	RADIUS	ARC
1.	12°-00'-10"	380.49	79.71
2.	19°-30'-00"	145.49	49.52
3.	16°-00'-00"	177.88	49.68
4.	25°-00'-00"	112.77	49.20
5.	22°-06'-34"	112.77	43.51
6.	02°-53'-26"	112.77	5.69
7.	05°-00'-00"	572.59	49.97
8.	03°-43'-14"	572.59	37.27
9.	01°-16'-14"	572.59	12.70
10.	17°-40'-58"	321.44	99.21



NOTE: ALL BUILDING TIES ARE RADIAL OR
90° TO PROPERTY LINE OR CENTER-
LINE OF ROAD
TIES ARE MEASURED TO EXTERIOR
BUILDING CORNERS
THE NUMBERS & LETTERS WITHIN
THE UNITS REPRESENT THE UNIT
NUMBERS & DO NOT INDICATE THE
TYPE OF UNIT AS SHOWN ON SHEET 7

BENEVA ROAD
WESTERLY LINE OF SEC. 22-37-18
2565.45'

PROPOSED 335.00'
500°03'25"W
TO CONC. MON. 659.41'
20' WIDE FLORIDA POWER & LIGHT CO. ESMT.
FLORIDA POWER & LIGHT CO. GUY WIRE
& ANCHOR ESMTS. REC.
120' OR BKR. 200' PG'S REC.
50' BKR. 200' PG'S REC.

CONC. MON. SET
(TYPICAL)

589'28.00' W
53.25'
589'28.00' W
53.25'
589'28.00' W
54.28'

BLVD.

PERRY

BALLANTRAE DRIVE
(PRIVATE)
152°08'02"20"

R=714.25'

N22°55'21"W

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

N22°27'32"E

NO.	DELTA	RADIUS	ARC
11.	07°-03'-51"	321.44	39.63
12.	09°-04'-46"	321.44	50.94
13.	01°-32'-21"	321.44	8.64
14.	18°-30'-00"	184.21	59.46
15.	00°-21'-17"	184.21	1.14
16.	18°-08'-43"	184.21	58.34
17.	44°-37'-22"	235.00	183.02
18.	22°-08'-39"	694.25	268.32
19.	18°-29'-23"	694.25	224.04
20.	03°-39'-16"	694.25	44.26
21.	75°-35'-50"	102.56	135.32
22.	20°-11'-02"	233.89	82.39
23.	07°-37'-35"	233.89	31.13
24.	12°-33'-27"	233.89	51.26
25.	10°-30'-00"	326.49	59.83
26.	35°-34'-21"	91.59	56.86
27.	27°-59'-29"	91.59	44.74
28.	07°-34'-52"	91.59	12.12
29.	20°-00'-00"	170.14	59.39
30.	28°-57'-47"	37.00	18.70
31.	05°-00'-00"	658.99	57.51
32.	04°-52'-12"	658.99	56.01
33.	00°-07'-48"	1603.26	1.50
34.	05°-00'-00"	1603.26	139.91
35.	11°-04'-19"	515.88	99.69
36.	13°-06'-31"	217.59	49.76
37.	15°-00'-00"	227.87	59.66

SEE SHEET 3 OF 8

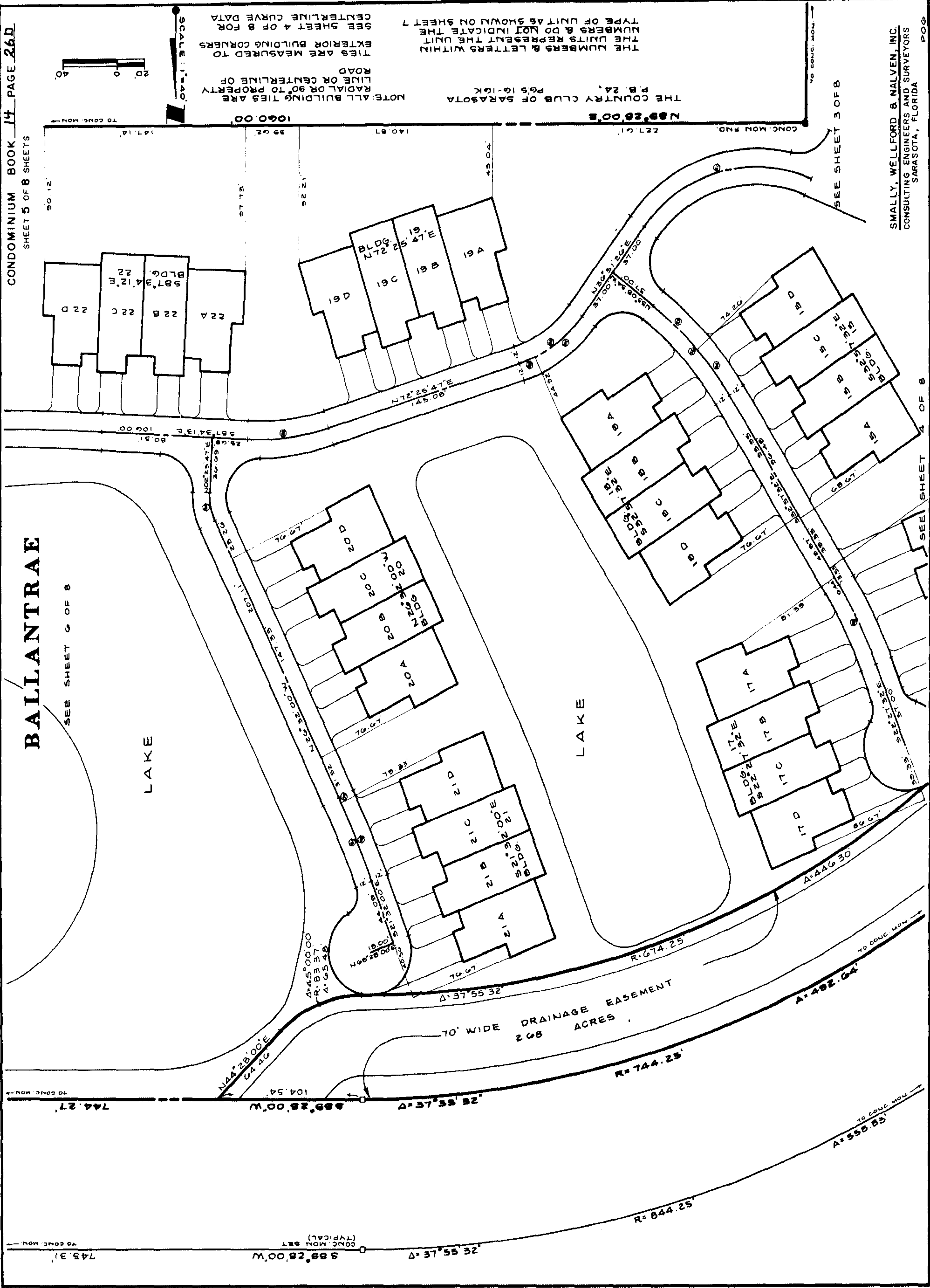
SMALLY, WELLFORD & MALVEN, INC.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

POG

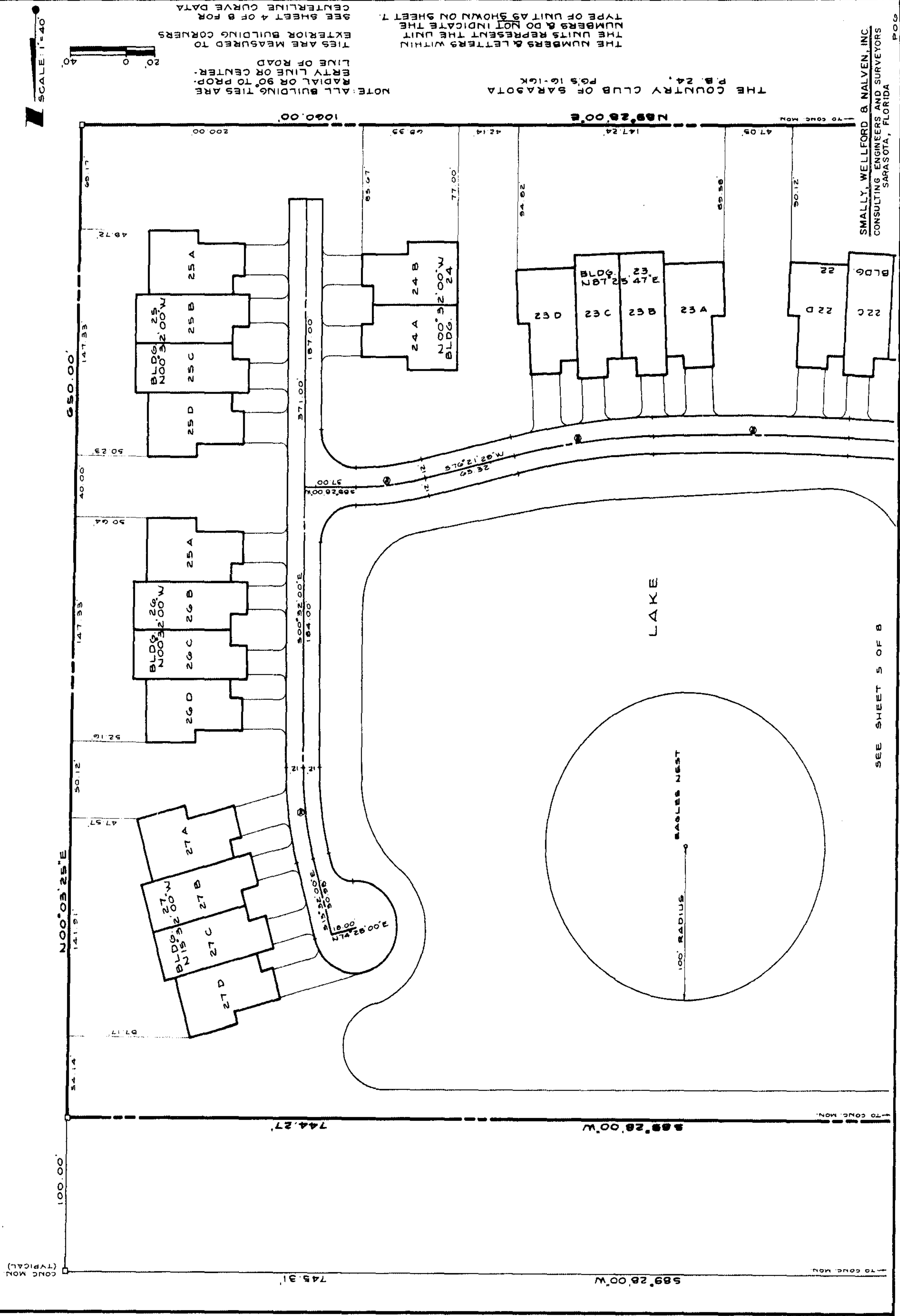
1996

BALLANTRAE

SEE SHEET 6 OF 8



BALLANTRAE



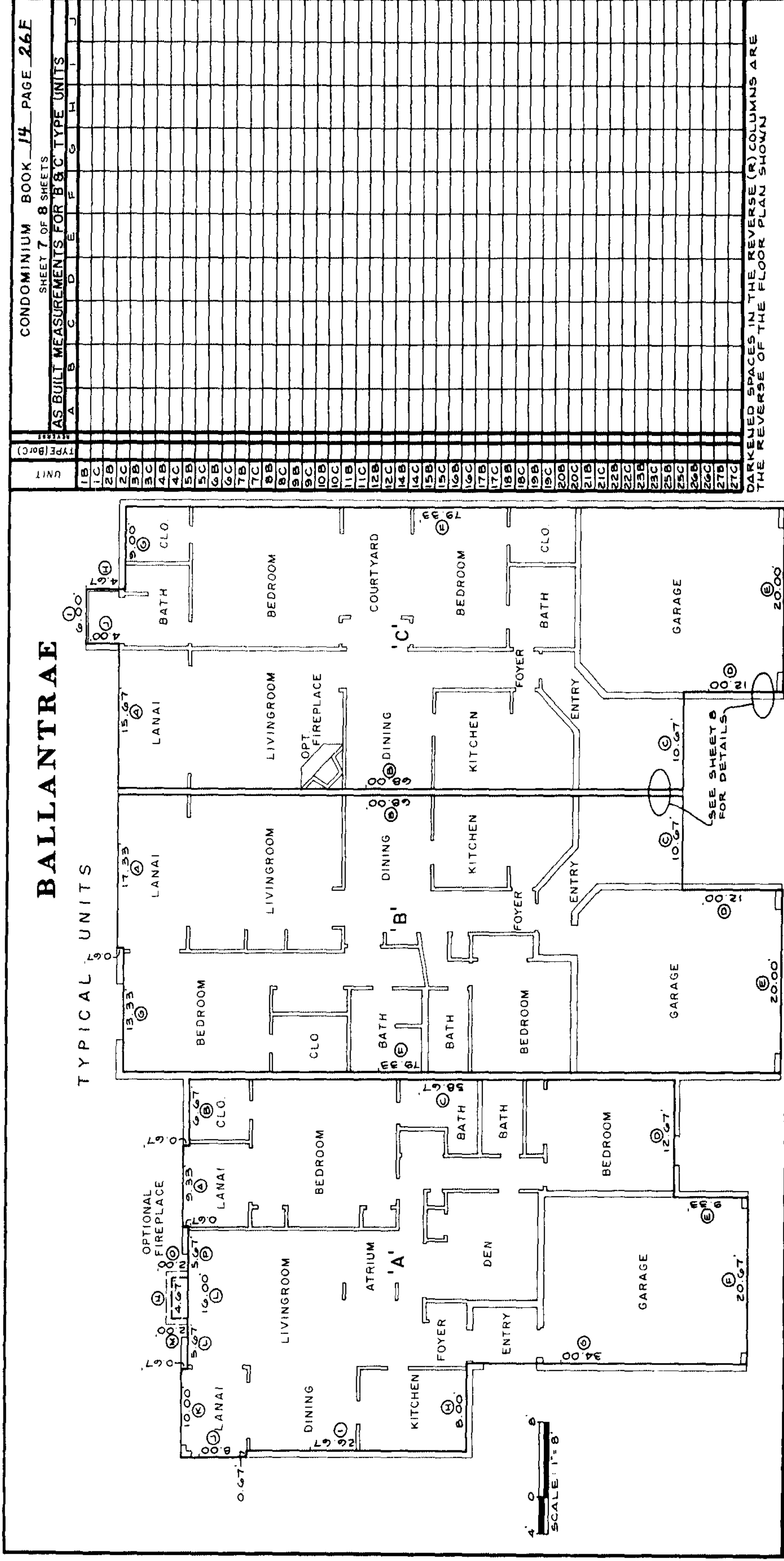
SEE SHEET 5 OF 8

SMALLY, WELLFORD & NALVEN, INC.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

1956
1957

BALLANTRAE

TYPICAL UNITS



CONDOMINIUM BOOK 14 PAGE 26F

SHEET 7 OF 8 SHEETS

AS BUILT MEASUREMENTS FOR 'B' & 'C' TYPE UNITS

UNIT	TYPE (B or C)	A	B	C	D	E	F	G	H	I	J
1B											
1C											
2B											
2C											
3B											
3C											
4B											
4C											
5B											
5C											
6B											
6C											
7B											
7C											
8B											
8C											
9B											
9C											
10B											
10C											
11B											
11C											
12B											
12C											
13B											
13C											
14B											
14C											
15B											
15C											
16B											
16C											
17B											
17C											
18B											
18C											
19B											
19C											
20B											
20C											
21B											
21C											
22B											
22C											
23B											
23C											
24B											
24C											
25B											
25C											
26B											
26C											
27B											
27C											

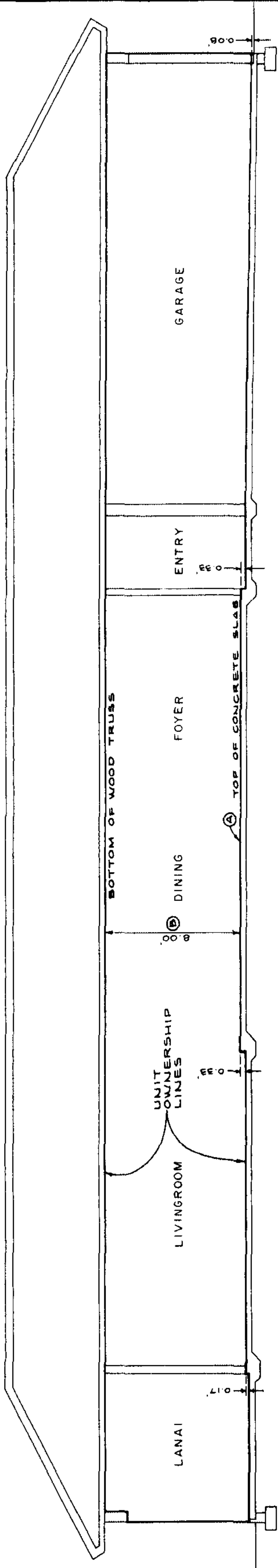
DARKENED SPACES IN THE REVERSE (R) COLUMNS ARE THE REVERSE OF THE FLOOR PLAN SHOWN

AS BUILT MEASUREMENTS FOR 'A' TYPE UNITS

LINE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1A																
1B																
2A																
2B																
3A																
3B																
4A																
4B																
5A																
5B																
6A																
6B																
7A																
7B																
8A																
8B																
9A																
9B																
10A																
10B																
11A																
11B																
12A																
12B																
13A																
13B																

LINE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
14A																
14B																
15A																
15B																
16A																
16B																
17A																
17B																
18A																
18B																
19A																
19B																
20A																
20B																
21A																
21B																
22A																
22B																
23A																
23B																
24A																
24B																
25A																
25B																
26A																
26B																
27A																
27B																

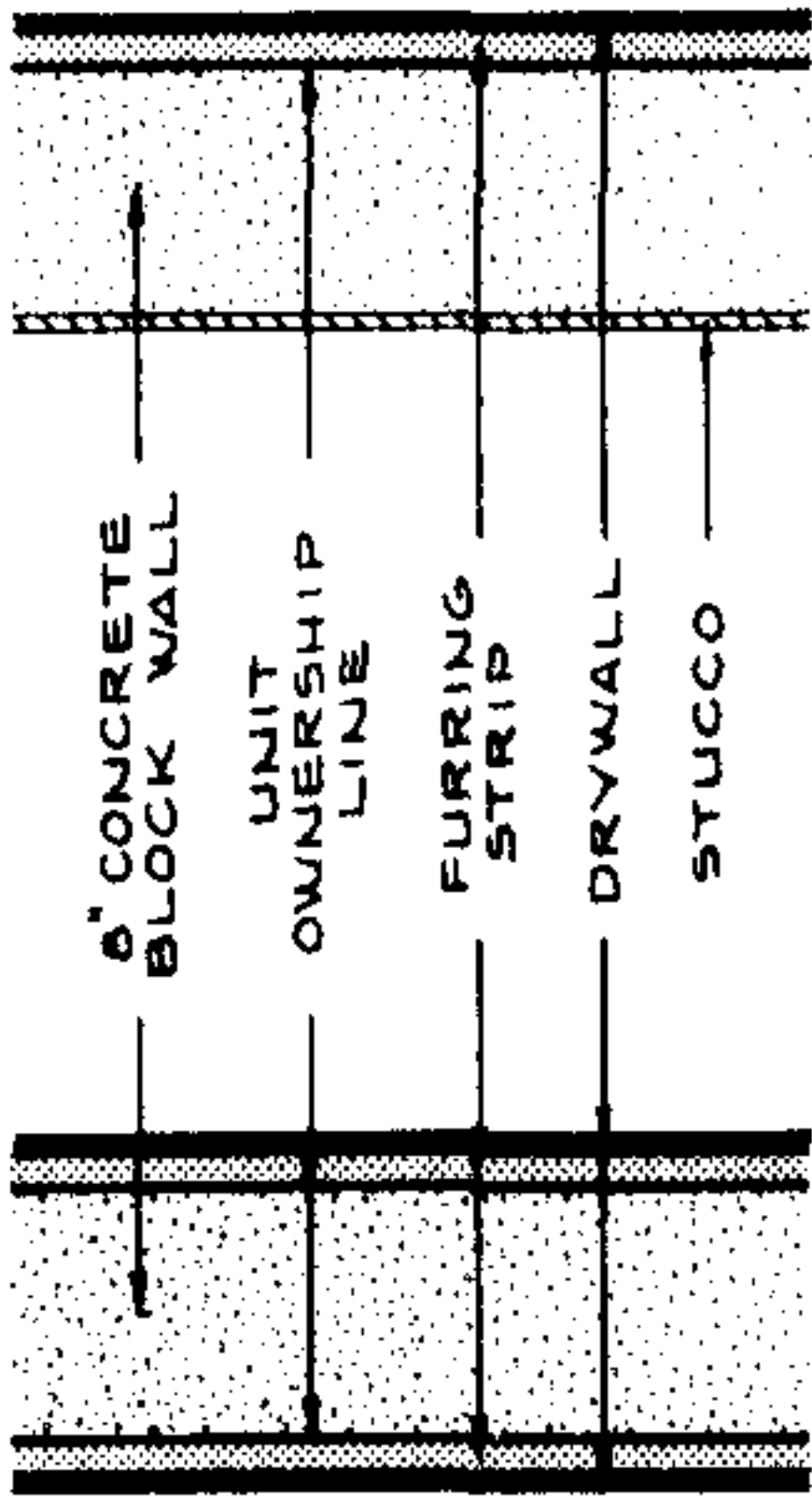
BALLANTRAE



2' 0' 4'
SCALE 1/4"

BUILDING	AS BUILT		ELE- VATION	HEIGHT	
	A	B		A	B
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					

015657
Mar 22 11 50 AM '89



DETAILS