

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
MANGROVE CAY I CONDOMINIUM ASSOCIATION,
INC.**

The undersigned officers of Mangrove Cay I Condominium Association, Inc. ("Association"), the corporation in charge of the operation and control of Mangrove Cay Condominium Association, according to the Declaration of Condominium of Mangrove Cay I Condominium Association, Inc. ("Declaration"), thereof as recorded in Official Records Book 15527, Page 749 et seq., of the Public Records of Pinellas County, Florida, hereby certify that the following attached Amended and Restated Declaration was proposed and approved by at least sixty-seven percent (67%) of the members of the Association, at a membership meeting held on October 7, 2021. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium association documentation and applicable law.

IN WITNESS WHEREOF, Mangrove Cay I Condominium Association, Inc., has caused this Certificate to be executed in its name on this 16th day of November, 2021.

Witness

By: KURT LOTT

(name, typed or printed)

Mangrove Cay I Condominium Association,
Inc.

By: Gwendolyn R. Gray

Signature

Witness

Signature: [Signature]

Gwendolyn R. Gray
President (name, typed or printed)

Witness

By: Boyd R. Gray

(name, typed or printed)

ATTEST:

By: [Signature]

Signature

Witness

Signature: Boyd R. Gray

CYNTHIA A CIANCIOLO
Secretary (name, typed or printed)

STATE OF FLORIDA

COUNTY OF PINELLAS

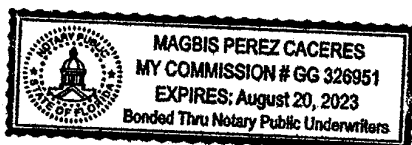
Sworn to or affirmed and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 16th day of November, 2021, by Gwendolyn Gray + Cynthia Cianciolo (name of person making statement).

☒ Personally Known
☐ Produced Identification

[Signature]
(Signature of Notary Public- State of Florida)

Type of Identification Produced _____

Magbis P. Caceres
(Print, Type, or Stamp Commissioned Name of Notary Public)



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTION OF MANGROVE
CAY MASTER ASSOCIATION, INC.**

The undersigned officers of Mangrove Cay Master Association, Inc. ("Association"), the corporation in charge of the operation and control of Mangrove Cay Master Association, according to the Declaration of Covenants, Conditions and Restrictions of Mangrove Cay Master Association, Inc. ("Declaration"), thereof as recorded in Official Records Book 15509, Page 1964 et seq., of the Public Records of Pinellas County, Florida, hereby certify that the following attached Amended and Restated Declaration was proposed and approved by at least two-thirds of the members of the Association, at a membership meeting held on October 7, 2021. The undersigned further certify that the amendment was proposed and approved in accordance with the homeowners association documentation and applicable law.

IN WITNESS WHEREOF, Mangrove Cay Master Association, Inc., has caused this Certificate to be executed in its name on this 16th day of November, 2021.

Witness

By: Boyd R. Gray
(name, typed or printed)

Mangrove Cay Master Association,
Inc.

By: John R. Sincen
Signature

Witness

Signature: Boyd R. Gray

John R. Sincen
President (name, typed or printed)

Witness

By: Boyd R. Gray
(name, typed or printed)

ATTEST

By: Kurt Coft
Signature

Witness

Signature: Boyd R. Gray

Kurt Coft
Secretary (name, typed or printed)

STATE OF FLORIDA
COUNTY OF PINELLAS

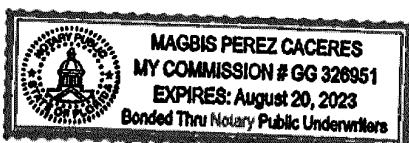
Sworn to or affirmed and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 16th day of November, 2021, by John R. Sincen + Kurt Coft (name of person making statement).

☒ Personally Known
☐ Produced Identification

Type of Identification Produced _____

[Signature]
(Signature of Notary Public- State of Florida)

Magbis P. Caceres
(Print, Type, or Stamp Commissioned Name of Notary Public)



**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM & COVENANTS
OF
MANGROVE CAY CONDOMINIUM ASSOCIATION, INC.**

RECITALS:

Mangrove Cay I, a Condominium was established by a Declaration of Condominium dated and recorded in the Public Records of Pinellas County, Florida, as follows:

Mangrove Cay I, a Condominium was created by the Declaration of Condominium recorded at O.R. Book 15527, Page 749 *et seq.*, of the Public Records of Pinellas County, Florida. The following is a description of the parcel:

That portion of the Southeast 1/4 of Section 17, Township 30 South, Range 17 East, Pinellas County, Florida being further described as follows:
Commence at the Northwest corner of the Southeast 1/4 of Section 17, Township 30 South, Range 17 East, Pinellas County, Florida; thence along the North line of said Southeast 1/4, N.89°38'06"E., 419.50 feet; thence S.00°21'54"E., 637.79 feet to the POINT OF BEGINNING; thence S.65°31'03"W., 144.15 feet; thence N.24°28'57"W., 255.52 feet; thence N.65°31'03"E., 144.15 feet; thence S.24°28'57"E., 255.52 feet to the POINT OF BEGINNING.
Containing 0.84 Acres, more or less.

That portion of the Southeast 1/4 of Section 17, Township 30 South, Range 17 East, Pinellas County, Florida being further described as follows:
Commence at the Northwest corner of the Southeast 1/4 of Section 17, Township 30 South, Range 17 East, Pinellas County, Florida; thence along the North line of said Southeast 1/4, N.89°38'06"E., 237.81 feet; thence S.00°21'54"E., 56.43 feet to the POINT OF BEGINNING; thence S.24°28'57"E., 255.52 feet; thence S.65°31'03"W., 144.15 feet; thence N.24°28'57"W., 255.52 feet; thence N.65°31'03"E., 144.15 feet to the POINT OF BEGINNING.
Containing 0.84 Acres, more or less.

Commence at the center of Section 17, Township 30 South, Range 17 East, Pinellas County, Florida. Thence, bearing N.89°38'06"E., a distance of 61.00 feet to a point; the POINT OF BEGINNING. Thence, bearing N.89°38'06"E., a distance of 501.79 feet to a point; Thence, bearing S.17°03'54"E., a distance of 679.96 feet to a point; Thence, bearing S.42°28'55"W., a distance of 209.87 feet to a point; Thence, bearing N.66°25'39"W., a distance of 80.38 feet to a point; Thence, bearing N.76°44'14"W., a distance of 41.53 feet to a point; Thence, bearing S.88°28'21"W., a distance of 450.23 feet to a point; Thence, bearing N.00°20'23"E., a distance of 771.95 feet to a point; the POINT OF BEGINNING.
Containing 10.81 Acres more or less.

The Condominium Property is further described at Condominium Plat Book 146, Page 45 *et seq.*, of the Public Records of Pinellas County, Florida.

The submission of the lands to the condominium form of ownership by the original Declaration remains effective. No recorded easements to or from third parties or other binding agreements of record are intended to be impaired by the recording of this Combined Amended and Restated Declaration of Condominium ("Declaration"). The original Declaration, as amended heretofore, hereby, and hereafter to remain in effect for the purpose of legally describing the individual Parcels within the Property operated by this Association, and for any other purpose necessary or appropriate by law.

Mangrove Cay Master Association was created by the Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 15509, Pages 1964 *et seq.*, of the Public Records of Pinellas County, Florida. The following is a description of the parcel ("HOA Parcel"):

Commence at the center of Section 17, Township 30 South, Range 17 East, Pinellas County, Florida. Thence, bearing N.89°38'08"E., a distance of 61.00 feet to a point; the POINT OF BEGINNING. Thence, bearing N.89°38'08"E., a distance of 501.79 feet to a point; Thence, bearing S.17°03'54"E., a distance of 679.96 feet to a point; Thence, bearing S.42°28'55"W., a distance of 209.87 feet to a point; Thence, bearing N.66°25'39"W., a distance of 80.38 feet to a point; Thence, bearing N.76°44'14"W., a distance of 41.53 feet to a point; Thence, bearing S.88°28'21"W., a distance of 450.23 feet to a point; Thence, bearing N.00°20'23"E., a distance of 771.95 feet to a point; the POINT OF BEGINNING.
Containing 10.81 Acres more or less.

By adoption of this Declaration, the Association Members hereby adopt certain amendments to the Declaration of Condominium and amendments thereof and the Declaration of Covenants, Conditions and Restrictions and restate the Declarations in their entirety. By adoption of this Declaration, the Members of the Association ratify governance of the Condominium Property and Association Property under the condominium form of ownership and the provisions of the Condominium Act, and the governance of the Common Areas under the ownership of the Association and the provisions of the Homeowners Association Act, as defined in Article 1.1 of this Declaration.

The name of the Condominium is Mangrove Cay I, a Condominium. The name of the Homeowners Association is Mangrove Cay Master Association, Inc.

Mangrove Cay I, a Condominium contains 55 units. Mangrove Cay Master Association contains 55 units.

ARTICLE I

1. DEFINITIONS. As used in this Declaration or elsewhere in the Condominium Documents, unless otherwise provided, and regardless of whether capitalized or not, the terms used are as defined in the Act and as set forth below:

1.1 "Act" or "Condominium Act" means, except where specifically stated to the contrary, the Florida Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions therein contained. **"Homeowners Association Act"** means, except where specifically stated to the contrary, the Florida Homeowners Association Act (Chapter 720, Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 "Articles" means the Articles of Incorporation as may be amended from time to time.

1.3 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Units.

1.4 “Association” means Mangrove Cay Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium and the Common Areas of the Homeowners Association, as successor by merger to Mangrove Cay I Condominium Association, Inc. and Mangrove Cay Master Association, Inc.

1.5 “Association Property” means all property owned by the Association for the use and benefit of the Unit Owners.

1.6 “Board of Directors” or “Board” or “Directors” means the representative body which is responsible for the administration of the Association’s affairs, and which is the same body that is sometimes referred to in the Condominium Act as the “Board of Administration.”

1.7 “Building” means the structures in which the Units and portions of the Common Elements are located.

1.8 “Bylaws” mean the Bylaws of the Association, as may be amended from time to time.

1.9 “Casualty” for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, whether natural or man-made, including (but not limited to) fire, flood, tidal surges and waves, hail, wind, rain, vandalism, acts of terrorism or civil unrest, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

1.10 “Charge” means any legal or equitable indebtedness or monetary obligation of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.11 “Committee” means a group of Board members, Unit Owners, or Board members and/or Unit Owners and/or other Persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

1.12 “Common Areas” means and includes:

1.12.1 All of the property described in Exhibit “A.”

1.12.2 Any and all improvements erected on the property described in Exhibit “A,” including without limitation walkways, parking facilities, lakes, swimming pools and other recreational facilities, ponds, canals, and other watercourses, open spaces, private streets, sidewalks, driveways, street lighting, entrance features, and landscaping, but excluding any public or private utility installations thereon.

1.13 “Common Elements” means and includes:

1.13.1 The portions of the Condominium Property not included within the Units.

1.13.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility and other services to Units and the Common Elements.

1.13.3 An easement of support in every portion of a Unit that contributes to the support of the Buildings, including, but not limited to, all load bearing interior walls within the Units.

1.13.4 The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.

1.13.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration or identified as such in the Plats.

1.14 “**Common Expenses of the Association**” means those expenses for which all Unit Owners are liable to the Association, including but not limited to expenses of and for administration and operation of the Association, Common Elements and Common Areas of Mangrove Cay and such other expenses as may be declared Common Expenses of the Association either by this Declaration, the Articles of Incorporation, the By-Laws or by the Board of Directors. Common Expenses of the Association include, but are not limited to, such items as:

- (a) wages and fees for managerial and other services;
- (b) reasonable insurance for directors and officers and public liability insurance;
- (c) expenses for the maintenance, repair and replacement of all sidewalks, landscaping walls, street lighting, entrance features, parking areas, irrigation and roadways as well as the repair, replacement or upgrades of the commonly used infrastructure;
- (d) expenses for the painting of condominium Buildings but only as part of a community-wide painting project
- (e) security services and alarm monitoring services, including fire, if any;
- (f) Communications Services are specifically considered a Common Expense of the Association, if so designated by the Board with the costs of said services equally assessed to all Units, as permitted by the Act;
- (g) insurance deductibles, including property insurance deductibles if the property insurance policy is a single insurance policy covering all condominium Buildings or covering the Common Areas;
- (h) expenses for the maintenance, repair and replacement of the stairs of the condominium Buildings;
- (i) expenses related to repairing or replacing property covered by the Association’s property insurance policy that is damaged by a casualty;

(j) expenses for maintenance repair and replacement of the awnings and canopies of the condominium Buildings;

(k) carport canopy maintenance, repair and replacement expenses;

(l) expenses for or related to jointly used recreational facilities and amenities;

(m) landscaping and grounds maintenance, including ponds and waterways, of all property located within the Association, amenities or easements;

(n) property, casualty and flood insurance on all condominium Buildings and recreational facilities;

(o) the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property and/or Association Property by the Association, including, but not limited to, fire safety equipment or water and sewer service where a master meter services the Condominium, and where said services are not separately metered to the Units, and other expenses which are reasonably related to the general benefit of the Unit Owners of the Condominiums even if such expenses do not attach to the property or the Condominiums of the Association;

(p) professional fees for accounting and legal services, including legal fees regarding the rights, liabilities, interests or affairs of the Association as an entity as well as those incurred in participating in governmental proceedings or otherwise contesting the development or use of property outside the Condominium Property and/or Association Property;

(q) bulk exterior and interior pest control for Units, if provided by the Association;

(r) the expenses of any items or services required by any federal, state; or local governmental entity to be installed, or supplied to the Property by the Association, including, but not limited to: fire, safety equipment, or water and sewer service where a master meter services the Property; and,

(s) all other expenses of the Association designated by the Board as Common Expenses provided that such expenses shall either be directly attributable to the operation of the Association, shall be for expenses in which all Owners have use rights, or are expenses from which all Owners receive tangible economic benefits

Common Expenses (and Common Surplus) of the Association shall be shared on a 1/55th basis. Determining the allocation of the Common Expenses (and Common Surplus) of the Association as opposed to Common Expenses (and Common Surplus) of the Condominiums shall be in the sole discretion of the Board of Directors of the Association.

1.15 “Common Expenses of the Condominium” means those expenses for which Unit Owners in the individual Condominiums are liable to the Association. Unless designated as an Association Common Expenses, expenses pertaining to the maintenance, deferred maintenance, repair, and replacement of the Common Elements of the individual Condominium is Common Expense of the individual Condominium. The Common Expenses of the Condominium shall also include all other expenses of an individual Condominium designated by the Board as such

provided those expenses are directly attributable to the operation of the individual Condominium, are for expenses related to property or Common Elements that not all Members have use rights, or are for expenses of the individual Condominium that do not provide a tangible economic benefit to all Members. By way of example, but not limitation, utility bills and governmental services (including, but not limited to, water, sewer, electricity and bulk container trash fee) that are not separately metered or billed to individual Units, building painting (except as provided as part of a community-wide painting project), and roof repair and replacement are Common Expenses of the Condominium. Legal fees involving the interests of the physical property within a particular Condominium, including, but not limited to, assessment collection matters, shall be a Common Expense of the individual Condominium. Determining the allocation of the Common Expenses of the Condominium as opposed to Common Expenses of the Association shall be in the sole discretion of the Board. When the Association receives a single billing for an item that is declared a Common Expense of the Condominium (e.g., Building repairs, Building painting, etc.) the Board may allocate segments of said invoices to the individual Condominiums as the Board in its sole discretion deems fair and equitable. Common Expenses of the individual Condominiums shall be as follows: the Unit Owners of Mangrove Cay I Condominium Association based upon the percentages set forth in Exhibit "B." Reserves required by the Act and the Condominium Documents are a Common Expense of the individual Condominium. This paragraph shall only apply in the event another condominium association is formed within the Property.

1.16 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. The total common surplus owned by a Unit Owner consists of that Owner's share of the common surplus of the Association plus that Owner's share of the common surplus of the Condominium in which the Owner's Unit is located, in the proportion set forth in this Declaration. For the Association, each Unit Owner shall own 1/55th of the Common Surplus. For Mangrove Cay I, Unit Owners of the Condominium shall own a share of that Condominium's Common Surplus based upon Exhibit "B."

1.17 "Communications Services" means those services described in Section 202.11(1), Florida Statutes (2021), and for the purpose of this Declaration, includes but are not limited to, bulk video, voice, or internet services.

1.18 "Condominium Documents" means this Declaration; the Condominium Plats, which are described above and incorporated as part of this Declaration by reference, attached as Exhibit "C;" Articles of Incorporation of Mangrove Cay Condominium Association, Inc., Bylaws, and Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the Public Records of Pinellas County, Florida, in order to be valid.

1.19 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.20 "Condominium Property" means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land as depicted in the Surveyor's Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights

appurtenant thereto intended for use in connection with the Condominiums. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property includes Association Property, unless specifically indicated otherwise.

1.21 “County” means the County of Pinellas, State of Florida.

1.22 “Declaration” or “Declaration of Condominium” means this instrument, and as it may be amended from time to time.

1.23 “Developer” shall mean Mangrove Cay Development, LLC, the company that developed Mangrove Cay I, a Condominium and Mangrove Cay Master Association.

1.24 “Emergency” means any one of the following:

1.24.1 When the locale in which the Association located is under a tropical storm or hurricane watch or warning.

1.24.2 When the locale in which the Association is located is under a declared state of emergency from any governmental agency having jurisdiction related to health, safety, and welfare.

1.24.3 When the Common Elements/Areas are in danger of significant damage or have been significantly damaged, as determined by the Board, by Casualty, act of nature, or act of man, including but not limited to fires, floods, hurricanes, tropical storms or other sever weather events, floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or criminal conduct.

1.24.4 An unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Members, the Condominium Property, or Association Property.

1.24.5 A partial or complete evacuation order.

1.24.6 A state of emergency declared by local civil or law enforcement authorities.

1.24.7 A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, storm surge, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

1.25 “Family” or “Single Family” means any one (1) of the following:

1.25.1 One (1) natural person, his or her spouse, if any, and his or her or their parent, grandparent, child, grandchild, or sibling (related by blood, marriage or adoption), who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

1.25.2 Not more than two (2) natural persons not meeting the requirement of Article I, Section 1.25.1 above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

1.25.3 The reference to “natural” is intended to distinguish between an individual and a corporation or other artificial entity. A “Family member” is a Person who resides in a Unit as part of the Owner’s Family, but is not a title holder.

1.26 “Fractional Ownership” or “Unit Sharing” means any arrangement (whether written or verbal) whereby multiple individuals, families, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, or others, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

1.27 “Guest” means any Person who is not the Unit Owner or a Tenant or a member of the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium Property on a temporary basis at the expressed or implied invitation of the Unit Owner or other legally permitted Occupant, without the payment or existence of consideration.

1.28 “Insurable Event” as described in the Act, has the same meaning as Casualty, as defined in Article I, Section 1.9 of this Declaration.

1.29 “Insurable Improvements” means those portions of the Condominium Property required by the Act to be insured by the Association as well as the Common Areas. Whenever a portion of the Condominium Property insured by the Association is replaced by the Association or a Unit Owner with installations intended to comply with then current codes or safety standards, such replacements shall be considered of like kind and quality and the continuing insuring responsibility of the Association. Notwithstanding any interpretation of a provision of the Condominium Documents to the contrary, it is the intention of this Declaration that all Insurable Improvements shall be insured by the Association.

1.30 “Invitee” or “Licensee” means a Person or Persons expressly or impliedly allowed entry onto the Condominium Property or Common Areas for the purpose of conducting business with or providing services to a Unit or a Unit’s Occupant, or otherwise entering the Condominium Property or Common Area on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.31 “Lease” or “Leasing” when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where Persons other than the Unit Owner are permitted to occupy the Unit for the payment of consideration to any party. Any Person who qualifies as a Tenant as described in Article I, Section 1.49 shall be deemed to be leasing a Unit.

1.32 “Lien for Charges” means a lien, which is recorded to secure a Charge.

1.33 “Limited Common Elements” means those Common Elements, which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References in this Declaration to Common Elements include all Limited Common Elements, unless the context would prohibit, or it is expressly provided otherwise. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit or group of Units, and where the area in question lies outside of the boundaries of the Unit, the delegation by this Declaration of Maintenance responsibility for the area by or at the expense of the benefiting Unit Owner(s) shall serve to define the area as a Limited Common Element.

1.34 “Limited Common Expenses” means those expenses affiliated with the Maintenance of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by the Act, or if so provided in this Declaration.

1.35 “Maintenance” or “Maintain” means, unless the context of a provision in the Condominium Documents requires otherwise, required cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “maintenance” does not include repair after Casualty, unless the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by the Condominium Documents or law to maintain, repair, or replace portions of the Condominium Property, the Board has the authority to establish reasonable standards for such maintenance, repair, or replacement, including mandating maintenance, repair, or replacement of said items, when the Board deems same are reasonably necessary, and the Board may likewise adopt specifications for replacement components, without need for Unit Owner approval, notwithstanding any provision in this Declaration to the contrary.

1.36 “Management” means the licensed Community Association Manager and/or Community Association Management Firm, employed or contracted by the Association to assist the Board and its Officers in the day-to-day operation of the Association. There is no requirement for the retention of Management.

1.37 “Material Alteration or Substantial Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a Building or other portions of the Common Elements from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

1.38 “Member” means the record Owner(s) of legal title to a Unit.

1.39 “Occupant” when used in connection with a Unit, means a Person who is physically present in a Unit for two (2) or more consecutive days, including staying overnight for one (1) night.

1.40 “Occupy” when used in connection with a Unit, means the act of staying in the Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

1.41 “Officer” means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

1.42 “Person” means any individual or representative of an entity, including Unit Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require, prohibit, or prescribe certain conduct, the Owner of the Unit with which such Person is affiliated is responsible for ensuring such Person’s compliance with the Condominium Documents.

1.43 “Plats of the Condominiums” means all legal descriptions, site plans, surveys, and graphic depictions of record describing the Condominium Property. The Plats or portions thereof are attached, summarized, or shown with illustrative examples in Exhibit “C” to this Declaration. All Plats of record are incorporated by reference whether or not attached or separately described. The Plats may not reflect the actual configuration or use of the Condominium Property, as deviations from original as-built conditions or uses may have been made over time.

1.44 “Policies and Procedures” means the policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board. Policies and Procedures are part of the Rules and Regulations, and hence part of the Condominium Documents.

1.45 “Primary Occupant” means one (1) or more natural person(s) designated for occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who are not spouses, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term “Owner” includes “Primary Occupant.”

1.46 “Property” shall mean all of the property set forth in the Recitals section above.

1.47 “Resident” means any Person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and includes, as applicable, Owners, Tenants and members of their respective Families who reside in the Unit.

1.48 “Rules and Regulations” means those rules and regulations promulgated by the Board, concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, Common Areas and Association Property, and the administration and operation of the Association (including Policies and Procedures), subject to any limitations contained in this Declaration.

1.49 “Tenant” or “Lessee” means a Person occupying a Unit, other than the Owner where said occupancy by the non-Owner involves consideration, including, but not limited to, the payment of money, the exchange of goods or services, or the provision of direct economic or indirect economic benefit, including tax benefits and the furtherance of business interests, including, but not limited to, use of a Unit as an employee or customer rewards or incentive, or a charity auction or similar prize. The term “Tenant” shall be used interchangeably with “Lessee.”

1.50 “Unit” means a part of the Condominium Property subject to exclusive ownership.

1.51 “Unit Owner” or “Owner” means the record Owner of a Condominium Parcel. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the

Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term Unit Owner is deemed to include, unless the context specifically suggests otherwise, the Unit Owner's Family, Tenants, Residents, Guests, Licensees and Invitees, and as may be applicable, the Family members of such Person, as well as employees or agents of such Persons.

1.52 "Utility" or "Utility Services" as used in the Condominium Act and as construed with reference to the Condominiums, and as used in the Condominium Documents, includes but is not limited to, potable water, irrigation, electric power, gas, hot and cold water, heating, refrigeration, video and Communication Services (including, but not limited to, cable, satellite or other television, telephone or other voice services, and wi-fi or any other internet or computer service), air conditioning, garbage disposal, and sewage disposal.

1.53 "Voting Interests of the Association" means the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one (1) vote in the Association matters. There are fifty-five (55) Units, so the total number of Voting Interests of the Association is fifty-five (55). Matters affecting the entire Association, as determined by the Board of Directors, shall be decided by the Voting Interests of the Association. By way of example, but not limitation, the election of Directors, the recall of Directors, the waiver of financial reporting requirements, alterations of Association Property, certain alterations of Common Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of Incorporation, and amendments to the Bylaws, are decided by the Voting Interests of the Association. Determining whether a voting item involves the Voting Interests of the Association as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion of the Board.

1.54 "Voting Interests of the Condominium" means those voting items which are to be considered for vote by the Unit Owners in individual Condominiums in accordance with the Class Quorum and Voting procedures specified in Article 2 of the Bylaws. By way of example, but not limitation, certain material alterations of Common Elements, certain amendments, and the waiver or reduction of reserve funding shall be based upon the Voting Interests of the individual Condominiums. Determining whether a voting item is a matter involving the Voting Interests of a Condominium, as opposed to Voting Interests of the Association shall be determined in the sole discretion of the Board.

2. STATEMENT OF CONDOMINIUM DECLARATION. On or about 12/4/2006, Mangrove Cay Development, LLP ("Developer") submitted the Mangrove Cay I, a Condominium property described above to condominium ownership in accordance with Florida Statutes.

3. CONDOMINIUM NAME. The names by which the Condominium and Homeowners Association are identified is "Mangrove Cay Condominium Association, Inc."

4. UNIT IDENTIFICATION. The identification of each Unit shall be by number and shall be as indicated on the Plats. As this Declaration does not create a new Condominium, nor merge the Condominium operated by the Association, all conveyances of Condominium Parcels shall contain legal descriptions based upon the originally recorded Declaration of Condominium, as

specified in the Recitals of this Declaration, and as same have been subsequently amended, including amendments contained in this Declaration, and any future amendments or the exhibits.

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land previously submitted to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Plats attached hereto as Exhibit "C." A survey of the land submitted to the covenants, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions of the Homeowners Association and a plat thereof describing the common areas, limited common areas and other property are as shown in the Plat attached hereto as Exhibit "D."

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS AND COMMON AREAS. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit. The voting rights of the Owner of each Unit is 1/55th (one Voting Interest per Unit) for Association matters. As to individual Condominium voting issues, the voting rights of the Owner of each Unit is 1/55th for Mangrove Cay I, a Condominium.

The sharing of Association Common Expenses and ownership of Association Common Elements, Common Areas and Common Surplus of the Owner of each Unit shall be on a 1/55th basis. As to Common Expenses of the individual Condominium, the Owner of each Unit in Mangrove Cay I, a Condominium shall share in same on the fractional basis set forth in Exhibit B. Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests are subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominium exist, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

7. EASEMENTS. Each of the following easements and easement rights is reserved through the Condominium Property and Common Areas and is a covenant running with the land of the Condominiums, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominiums, unless released in connection with termination of the Condominiums. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

7.1 Utility and Other Easements. Utility Services; Drainage Easements are reserved under, through and over the Condominium Property and Common Areas as may be required for utility services and drainage in order to serve the Condominiums and Common Areas. An Owner shall do nothing within or outside Unit Owner's Unit that interferes with or impairs the utility services using these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires,

ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property or Common Areas, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owners permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency.

7.2 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, stairs, paths, walks, center cores, and other portions of the Common Elements and Common Areas as may be from time to time intended and designated for such purpose and use; and for pedestrian traffic over, through and across such portions of the Common Elements, Limited Common Elements and Common Areas as may, from time to time, be intended for such purpose; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid. The Common Elements contained within the Condominium Property and the Common Areas shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purpose for which same are intended, subject to the provisions of the Declaration and the Bylaws.

7.3 Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any Common Encroachments Element, Limited Common Element or upon any other Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the non-negligent or non-purposeful act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

7.4 Support. The Developer and Association granted to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Condominium Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

7.5 Additional Easements. The Association shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property and Common Areas, and to grant easements and relocate any existing easements in any portion of the Condominium Property or Common Areas, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owner, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

7.6 Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, which

now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

7.7 Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units or any of them.

7.8 A non-exclusive easement for ingress and egress over the walks, passages and other rights-of-way of the Common Elements and Common Areas as shall be necessary to provide access to the public ways to and from the units.

7.9 Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the Common Elements; all structural walls, beams and members located within the Units and easements of support in every portion of a Unit which contributes to the support of the improvements; and all personal property held and maintained for the joint use and enjoyment of all of the Owner of all such Units.

7.10 Easements for the common use and enjoyment of the Owners of the portions of the Common Areas not used, from time to time, for walkways, private streets, sidewalks, and/or driveways in such a manner as may be regulated by the Association.

7.11 Easements provided for in the original Declaration of Covenants, Conditions and Restrictions of Mangrove Cay Master Association and the Declaration of Condominium of Mangrove Cay I, a Condominium.

7.12 All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate the Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof. All easements created by the Declarations of Condominium and the Declaration of Covenants, Conditions and Restrictions are subject to all other rights and limitations set forth in this Declaration.

7.13 Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitary sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") preservation areas and drainage areas are hereby reserved to the Developer and the City of St. Petersburg in and to all utility easement, reservation and drainage easement areas (herein called "Easement Areas") shown on the Plat, which easements shall include, without limitation, the right of reasonable access over the Land to and from the Easement Areas; and the Developer and the City of St. Petersburg shall have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") and who shall furnish Utilities or services to the Development. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas

or to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any water retention areas (herein referred to as "Retention or Detention Areas" which are shown on the Plat or which may be constructed in such Easement Areas.

7.14 Easements provided for in all easements of record.

7.15 Maintenance, Repair, and Replacement. Easements exist through, over and beneath the Units and Common Elements for Maintenance of the Units and Common Elements. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

7.16 Recreation Area Easement. To the Owners of each and every Unit in the Association, a perpetual non-exclusive easement appurtenant to each Unit within the Association for the use of the pool and recreation building located in the Recreation Area.

8. CONDOMINIUM UNITS AND APPURTENANCES. Units are those cubicles of space and all improvements constructed therein identified and described in the Plats. The horizontal and vertical boundaries of the Units shall be as follows:

8.1 Unit Boundaries: Each Unit is identified by a numerical designation as set forth in Exhibit "C" attached hereto. Each Unit consists of the area bounded by the unfinished interior surface of the perimeter walls of such Unit extended to their intersection with the upper and lower boundaries of said Unit. The upper boundary of said Unit shall be the bottom of the unfinished ceiling and the lower boundary shall be the top of the unfinished concrete slab floor. For purposes of this paragraph 8.1 the term "unfinished" shall begin at the point immediately below or behind, as appropriate, the finished surface. The term "finished surface" includes, as appropriate, paint (excluding drywall and ceiling texture), wallpaper and wallpaper glue, carpet and carpet pad, tile/marble/stone and the like and their grout and mastic, wood flooring and wood floor glue or nails, and any other decorative item affixed to the unfished portion of the Unit. No Unit Owner shall own the undercoated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit nor shall he own any structural walls, beams or members located within the perimetrical boundaries of the Unit, all of which items are hereby made a part of the Common Elements. Said Owner, however, shall own the non-structural walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

8.2 Exclusive Use. Each Unit Owner has the exclusive use of his or her Unit.

8.3 Appurtenances. The ownership of each Unit includes, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not limited to:

8.3.1 Common Elements. An undivided share of the Common Elements, such undivided share to be that proportion set forth in Article 6.

8.3.2 Easements for the benefit of the Unit. Provided, however, that the Association may suspend the right to use Common Elements, Common Areas or Association Property and suspend other rights or services as permitted by the Act.

8.3.3 Common Areas. An undivided share of the Common Areas, such undivided share to be that proportion set forth in Article 6.

8.3.4 Association Membership and interest in funds and assets held by the Association, provided that funds of the Association are not divisible and may not be separately hypothecated and further provided that the Association may suspend voting rights and other incidents of membership as provided by the Act.

8.3.5 Limited Common Elements. The right to exclusive use of the Limited Common Elements designated by this Declaration.

8.3.5.1 Balconies, Patios and Entry Vestibules appurtenant to Units. Any balcony, terrace, loggia, porch, stairway, entranceway, sundeck, courtyard, and entry vestibules whether such areas are screened or open, as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s), as well as exterior light fixtures attached to the Condominium Building (or in the case of an exterior light fixture being a separate lamp post located on the Condominium Property) and serving only a Unit (or in the case of a stairway serving one or more Units) is a Limited Common Element appurtenant to such adjacent Unit(s).

8.3.5.2 Parking Spaces. Each Unit shall have one parking space assigned to it and said parking space shall be a Limited Common Element. Notwithstanding the foregoing, a Limited Common Element parking space assigned to a Unit may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility. Accordingly, a specific assigned Limited Common Element parking space is subject to change.

8.3.5.3 Hurricane Shutters. To the extent applicable, any hurricane shutters affixed to the exterior of the building for the specific use of a particular unit.

8.4 Easement to Air Space. The appurtenances include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

8.5 Water Management Facilities. A non-exclusive easement exists on behalf of the Association and the Unit Owners over the Water Management Area as further described in permit number 44026696.00.

9. MAINTENANCE, ALTERATION, AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property and Common Areas, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance, Repair, and Replacement Obligation. The Maintenance of all Common Elements, Common Areas and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. The Board has the authority to declare Units in the Condominiums not available for occupancy, or other portions of the Condominium Property or Association Property not available for use, when, in the reasonable discretion of the Board, it is determined that the property cannot be safely inhabited or used, or when the property cannot be used for its intended purposes due to required Maintenance of the Condominium Property. In such cases, the Association shall not be liable to any Unit Owner or any other Person for alternative housing costs, lost rent, loss of use, or any other expense or claim.

9.1.1 General Exterior and Structural Maintenance. Except as provided otherwise herein, the Association's Maintenance responsibility includes, but is not limited to, exterior painting and waterproofing (including caulking), structural maintenance of the Buildings, roofing, maintenance of parking facilities, and general exterior maintenance, but does not include Maintenance of windows, sliding glass doors, hurricane shutters, any other exterior item for which Maintenance responsibility is conferred upon the Unit Owner under Article 9.2, nor any alteration or addition to the Condominium Property made by a Unit Owner or his or her predecessors in title, nor any portions of the Condominium Property exposed to the elements or any structural element for which this Declaration delegates responsibility to the Unit Owner.

9.1.2 Plumbing and Electrical. The Association's Maintenance responsibility includes, except as may be specifically otherwise provided to the contrary, without limitation, all electrical conduits and installations located from (but not including) the Unit circuit breaker outward; electrical conduits and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one (1) Unit, or the Common Elements; plumbing fixtures and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one (1) Unit, or the Common Elements. The Association's Maintenance responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit, or facilities outside the Unit where this Declaration delegates responsibilities to Unit(s) served said items being the Maintenance responsibility of the Unit Owners.

9.1.3 Life Safety Equipment. All fire safety and other life safety equipment, no matter where located shall be Maintained by the Association, excepting smoke alarms within a Unit serving only that Unit, or other fire or life safety additions installed by individual Unit Owners.

9.1.4 Incidental Damage. If, in connection with the discharge of its Maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to Maintain, the Association is responsible for reinstallation or replacement of that item, including drywall and moldings, to its unfinished state, and specifically excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, and cabinetry, and further provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article 13 of this Declaration and the Act. When a Building component which has been damaged or destroyed in connection with the Association's work must be replaced with an upgraded component to comply with current laws, ordinances, or codes, the Unit Owner is responsible for the additional costs, secured by a Lien for Charges, for the amount by which the upgraded component exceeds the cost of a like kind replacement. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including, but not limited to, hurricane shutters which the Association must remove in connection with the maintenance of the Buildings, although the Association may have shutter removal and/or reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

9.2 Unit Owner Maintenance, Repair, and Replacement Obligation. Each Unit Owner is responsible, at his or her own expense, for all Maintenance of his or her own Unit and those Limited Common Elements serving his or her Unit, whether ordinary or extraordinary, including, without limitation:

9.2.1 Windows. The Unit Owner shall Maintain the window installations originally installed by the Developer or subsequent replacement thereof. The Unit Owner's Maintenance responsibility includes the window frame and encasement, the plate glass, balance rods, and all caulking thereof. The Unit Owner is responsible for window locking and opening mechanisms, the windowsill and glass breakage due to any cause, unless covered by insurance. The Owner is responsible for exterior caulking when a window is installed. Thereafter, exterior caulking of the windows, in connection with the Association's general exterior waterproofing program, is the responsibility of the Association. Unit Owners shall be required to keep the interior of windows in their Unit clean and to clean the exterior of those windows, if accessible from the inside of the Unit. The Association may clean the exterior of Unit windows that are not accessible from the interiors of the Units when deemed necessary or desirable by the Board.

9.2.2 Drywall and Finishes. The Unit Owner shall Maintain all drywall or other walls within the Unit, the finishes thereof (including trim and molding), and the structural framing related thereto, including studs and insulation, and specifically including drywall or other walls on the interior side of the exterior boundary walls (including any studs or framing behind such walls and any insulation), and any drywall on the ceiling of the Units, and the permanent finishes or coatings on ceilings.

9.2.3 Electrical. The Unit Owner shall Maintain all electrical fixtures, apparatus or installations located within the Unit and the Limited Common Elements appurtenant to that

Unit, which service only the individual Unit plus all electrical fixtures, apparatus or installations from and including the circuit breaker inward, which service only that Unit.

9.2.4 Sliding Glass Doors. The Unit Owner shall Maintain sliding glass doors and the structural components thereof including frames and fixed panels, the tracks therefore, all door hardware, trim, and caulking, subject to the provisions of Article 9.10.

9.2.5 Screens and Frames. The Unit Owner shall Maintain all window screens, screen doors and balcony screens (including hardware and framing).

9.2.6 Unit Front Entry Door. The Unit Owner shall Maintain Unit front entry door, except that the Association may paint the exterior of entry doors, subject to the provisions of Article 9.11.

9.2.7 Other Doors. The Unit Owner shall Maintain all other doors and the framing and structural components thereof, including trim, caulking, locks and hardware within or servicing the Unit, subject to the provisions of Article 9.10.

9.2.8 Window Screens. The Unit Owner shall Maintain all window screens.

9.2.9 Hurricane Shutters. The Unit Owner shall Maintain hurricane shutters and the structural components thereof, subject to the provisions of Article 9.10.

9.2.10 Electrical, Plumbing, and Mechanical Fixtures. The Unit Owner shall Maintain the electrical, mechanical and plumbing fixtures, pipes, ducts, lines, wiring and outlets (including connections) within a Unit and the Limited Common Elements appurtenance to that Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

9.2.11 Appliances. The Unit Owner shall Maintain all appliances within the Unit.

9.2.12 Heating and Air Conditioning Equipment; Ductwork. The Unit Owner shall Maintain all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, refrigerant lines and discharge lines), dryer vents to the point of termination (even if exterior to the Unit), and air conditioner or air handler discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit).

9.2.13 Floor Coverings. The Unit Owner shall Maintain carpeting and other floor covering (including balcony/patio floor surfaces).

9.2.14 Other Equipment and Fixtures. The Unit Owner shall Maintain all other equipment, fixtures and structures located or contained entirely within a Unit which serve only that Unit, as well as telephone lines and apparatus from the point where a line or apparatus serves only that Unit, and cable television lines and apparatus from the point where said lines or apparatus serve only that Unit, no matter where located.

9.2.15 Plumbing (Incoming). The Unit Owner shall Maintain all incoming plumbing from (and including) the shutoff valve (at hot water) inward.

9.2.16 Plumbing (Outgoing). The Unit Owner shall Maintain outbound plumbing until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is responsible for the remediation of clogged pipes or drains, where the source of blockage or obstruction originates from the Unit, even if the area where the blockage or obstruction is located is outside of the Unit boundary. Notwithstanding the foregoing, the Association shall maintain chases housing freon lines.

Any of the above-described areas that are to be Maintained by the Unit Owner, or by the Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for Maintenance of Condominium Property may not coincide with obligation for insurance of Condominium Property, nor its repair after Casualty, or damage from covered cause of loss under the Association's applicable insurance policy, which are governed by Article 12 and Article 13, respectively.

9.3 Balconies, Patios and Entry Vestibules. The Unit Owner who owns or has the right to the exclusive use of a balcony, patio or entry vestibule is responsible for the Maintenance of: balcony/patio floor coverings (the Board may prohibit certain types of floor coverings, adopt specifications for permissible flooring on balconies, and require the removal of existing coverings when necessary for the structural preservation of the Buildings); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the balcony; and the replacement of light bulbs. The Association is responsible for structural Maintenance of: balcony, patio and entry vestibule floors, ceilings and railings, and the Building walls enclosed by the balconies/patios. The Owner is responsible for caulking when sliding glass doors are installed. Thereafter, periodic exterior caulking of the sliding glass doors is the responsibility of the Unit Owner. However, in connection with the Association's general exterior waterproofing program, it the Association may also caulk the sliding glass doors. Unit Owners may not puncture (by nails, hooks, screws or otherwise) balcony, patio or entry vestibule floors, walls, or ceilings, without obtaining the prior written approval of the Board. Painting of the walls and ceiling of the balconies, patios and entry vestibules in connection with the painting of a Building is the responsibility of the Association. The Unit Owner may elect, with Board approval, to paint the walls and ceiling subject to the conditions of uniformity of appearance (e.g., color, texture) at his or her own expense. Ceiling fans are prohibited on the balconies.

9.4 Unit Floor Coverings. All Units above the third floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed in areas other than kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, upon prior written approval of the Board, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The Board has the authority to adopt specifications for minimum sound proofing material that will be approved. Installed floor coverings shall, in all cases, and/or in the absence of any specifications adopted by the Board, meet the standards of the Florida Building Code and then-prevailing industry standards applicable to similar condominium buildings in Pinellas County, Florida.

9.5 Unit Owner Obligations in Connection with Maintenance, Repair, Replacement and Alterations.

9.5.1 In connection with his or her Maintenance, Repair and Replacement obligations, the Unit Owner has the responsibility to obtain the prior written approval of the Association, through the Board or a committee established by the Board, before performing any Maintenance, Repair, Replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to a Building's roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; replacement of windows, exterior doors and sliding glass doors; such other actions as may cause concern for the peace and safety of the Condominiums and its Residents or the aesthetics of the Condominium Property, as determined by the Board.

Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board. "Extensive" remodeling and "heavy" construction shall be as defined or interpreted by the Board from time to time, but whether so defined or interpreted or not, includes, but is not limited to, the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, and similar equipment, which create substantial noise, dust, or debris, as determined by the Board.
- Activities resulting in the creation of substantial noise that can be heard outside of the Unit, or which create substantial dust or debris, regardless of whether power equipment is used or not, as determined by the Board.
- Activities rendering the Unit uninhabitable during the performance of the work.
- Activities requiring the storage of materials or equipment on the premises outside of the Unit.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- Activities requiring the use of scaffolding, booms, or other forms of exterior access.

The Association may, but shall not be obligated to, act as the Owner's agent in obtaining the services of contractors or others to perform Unit Owner Maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board, to facilitate projects involving the Association's Maintenance of the Condominium Property. In all such cases, the Unit Owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit or elsewhere upon the Condominium Property, that all contractors and other

Persons performing services for the Unit Owner are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens and cause no damage to the Condominium Property. The Board has the power (but not the duty) to require proof of: licensure; building permits; and insurance, and may set standards for insurance as to required coverage, deductibles, or other terms and conditions, and may require the Association to be named as an additional insured under such policies. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with these requirements.

9.5.1 Modifications, Alterations, or Structural Work by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his or her Unit visible from the exterior of his or her Unit, or in any manner change the appearance of any portion of the Common Elements, undertake any structural work, or undertake any structural modification or alteration to the Unit, or make changes to the Unit's finished flooring, staircases or balconies/patios without first obtaining the written consent of the Board, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominiums in part or whole. "Structural" work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising or lowering of ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition wall. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work, modifications or alterations includes any and all work that requires a building permit, a structural permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

The Board may, in circumstances it deems appropriate, and without limiting the right to ask for plans or specifications and other relevant information, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested modification, alteration or addition to the Condominium Property, which requires Board approval, as set forth above. The Board may require, as a condition of review, the Unit Owner's obligation to pay the Association's expenses of review, including, but not limited to, legal, engineering or other consultant fees. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Mangrove Cay, the quality of the proposed alteration, objections of neighboring Residents, and such other criteria as the Board may reasonably adopt in reaching its decision, without limitation. The Board may take into account whether other Unit Owners would be able to make such alterations or modifications, and the effect of the fact that similar requests may need to be approved by the Association. If the Board determines to permit any modification or alteration which is visible from the exterior of the Unit, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Article 9, Section 9.8 of this Declaration, regardless of the cost or expense of

such modification or alteration, provided that the Board may waive the requirement for Unit Owner approval if similar modifications or alterations have been approved by the Association previously, are *de minimus* or for safety (as determined in the sole discretion of the Board), or are specifically authorized by the Condominium Documents. If any Unit Owner requests approval of any structural work, modification or alteration, the Association may permit such work, modification or alteration if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the Buildings, or create a nuisance or disturbance to neighboring Units. The Board may impose requirements on contractors and condition approval on conditions set forth in Article 9, Section 9.5 regarding Unit Owner Maintenance.

9.5.2 The Association may condition its approval of Maintenance, Repairs, Replacements and Alterations on criteria and information as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to Persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all Persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- Right (but not duty) of oversight and/or inspection by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated work;
- Restrictions as to hours and days of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year;
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction;
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed;
- Submission of an application.

All applications, forms, information, etc. required to be provided by the Board of Directors must be submitted in full and be complete prior to the Board of Directors, or its appointed committee, having an obligation to review same.

Additionally, the Association shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual cost and expenses incurred during the review process, including the fees of professional consultants, if any. The minimum review fee shall be \$50.00 provided that the advanced approval of the Association is sought and obtained prior to commencing any work in the Unit. Should an Owner fail to obtain the advance approval of the Association or shall commence work without first obtaining the approval of the Association, the Association shall be entitled to impose a review fee of \$700.00 against the Unit. The Board of Directors shall have the right to reduce or increase the review fees provided for herein. Said review fees shall be assessed against the Unit as a Unit Charge as provided in Article 10.

9.6 Additional Unit Owner Responsibility for Modifications or Alterations. If a Unit Owner (or his or her predecessors in title) makes, or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his or her heirs, successors in title and assigns) shall be financially responsible for the Maintenance, care, preservation, or reconstruction of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Insurance of modifications or alterations shall be the responsibility of the Unit Owner, except as may otherwise be provided by this Declaration or the Act. Any modification or alteration 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 modification or alteration (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation 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 reinstall said modification or alteration, if so determined by the Board. 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, although the Association may provide for stricter liability standards in contracts with contractors.

9.7 Material Alterations or Substantial Additions by Association. Except as may be provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or Substantial Addition to the Common Elements or Association Property, which is real property by the Association, except as authorized by the Board. Provided, however, that if any such Material Alteration or Substantial Addition to real property which is Association Property requires or obligates the expenditure of Association funds of more than ten percent (10%) of the Association's total budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of at least a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by written agreement of at least a majority of the Voting Interests of the Association. Material Alterations or Substantial Additions to the Common Elements of individual Condominiums shall be authorized as follows: the Board of Directors may authorize any Material Alteration or Substantial Addition which does not exceed ten percent (10%) of the total budget for the Condominium for which the Material Alteration or Substantial Addition is proposed. Any Material Alteration or Substantial Addition to Common Elements of a Condominium exceeding that amount

shall be approved by at least forty percent (40%) of the Voting Interests of the Condominium present (in person or by proxy) and voting at a meeting of the Association at which a Class Quorum has been obtained. Notwithstanding the foregoing, if any Material Alteration or Substantial Addition to Common Elements of an individual Condominium (excepting those which are less than ten percent (10%) of the Budget and which may be authorized by the Board) are visible from the exterior from the premises of any other Condominium, such Material Alterations or Substantial Additions shall be approved by forty percent (40%) of the Voting Interests of the Association present (in person or by proxy) and voting at a meeting of the Association at which a quorum has been attained, or by written agreement of forty percent (40%) of the entire Voting Interests of the Association, even in classes where the expenses of such Material Alteration or Substantial Addition is allocated as a Common Expense of the Condominium. Necessary maintenance of the Common Elements or Association Property, regardless of the level of expenditure, is the responsibility of the Board. Cellular antennae and similar apparatus and apparatus to provide communication or internet services as provided in Article 1, Section 1.17, may be placed on the Condominium Property as authorized by the Board, subject to approval of any other entity that may be required.

9.8 Damage Caused by Conditions of the Condominium Property. Each Unit Owner is liable to the Association and/or other Unit Owners for the expenses of any Maintenance of the Condominium Property, made necessary by his or her wrongful act, omission, negligence, violation of the Condominium Documents or applicable law, or same by any member of his or her Family or his, her, or their Occupants, Residents, Guests, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure or Maintain is caused by the Owner's (or his or her Family member's, Occupant's, Resident's, Guest's, Tenant's or Invitee's) wrongful act, omission, negligence, or failure to comply with the Condominium Documents or applicable law, causes 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, and without impairing any coverage obligation which may exist as a matter of law or contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking to impose such liability 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 the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. 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 and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance as a limitation on making third party claims shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), 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, regardless of whether such insurance is legally required.

Unit Owners are responsible for the regular inspection of their Units, maintaining appropriate temperature and humidity control to prevent mold, and to promptly report to the Association any damage to the Condominium Property that is visible from within the Unit or its appurtenant Limited Common Elements, or any other conditions which are relevant to the Association's performance of any Maintenance responsibilities required by the Condominium Documents.

In the event any event, condition, or malfunction poses an immediate threat to safety or where damage to a Building must be stopped or mitigated on an emergency basis, the Association may, but is not obligated to, enter Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate or prevent further damage. Without limitation the Association may take action to stop water discharges and initiate "dry-out" procedures, as agent for the Unit Owner, and at the Unit Owner's expense when portions of the Condominium Property which are the Maintenance responsibility of the Unit Owner are involved, secured by a Lien for Charges.

The Association may, but is not obligated to, repair damage without the prior consent of the Owner in the event of an emergency, and the Owner is responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges.

Unit Owners are required to shut off all water valves when the Unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence. Unit Owners are required to maintain the indoor relative humidity of their Unit a level not to exceed fifty-five percent (55%), and failure to do so will create a presumption of negligence.

Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer, are always available to service the Unit. If the Unit Owner fails to maintain Utility Services to the Unit, the Association has, without waiver of other remedies, the right to enter the Owner's Unit and Limited Common Elements and take any and all lawful actions to make the Utility Services available to service the Unit; in which event, the Unit Owner is charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.9 Combination of Units. The combining of Units is prohibited.

9.10 Hurricane Protection. The Board shall adopt hurricane shutter specifications for the Condominium, which includes color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. Unit Owners are responsible for the installation, operation, and Maintenance of hurricane protection on windows and doors (including sliding glass doors) servicing the Unit. Notwithstanding any provision in this Declaration to the contrary, the Board may, subject to the provisions of the Act, and with the approval of voting interests as may be required by that statute, install and operate hurricane shutters and/or other forms of code compliant hurricane protection (including, but not limited to, code compliant impact glass, windows, and/or doors), except that a vote of the Owners is not required for such installations on or to building components where the Maintenance of such component is the responsibility of the Association pursuant to this Declaration, and hurricane

protection of such components is the responsibility of the Association. The authority conferred by this Article shall apply whether or not such installations constitute a Material Alteration or Substantial Addition to the Common Elements. Costs of installation shall be assessed or charged, and credits given, as provided in the Act.

9.11 Electric Vehicle Charging. The Board, without a vote of the Unit Owners and without regard to Article 9, Section 9.7 of this Declaration, may install a common charging station and may set the terms and conditions of its use, including use fees. Individual charging stations installed by Owners shall be administered as provided in the Act and are subject to the approval of the Association.

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents. The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominiums and for the operation of the Association. This power includes both "regular" Assessments for each Unit's share of the Common Expenses of the Association, Common Expenses of the Condominium in which the Unit is located or individual Limited Common Expenses (which shall be based upon actual costs to be incurred and not allocated in the manner in which Common Expenses are incurred) as set forth in the annual budget, and "special" Assessments for unusual, nonrecurring or unbudgeted Common Expenses (including those for the Association and those for an individual Condominium) or Limited Common Expenses.

10.1 Liability for Assessments and Charges. A Unit Owner is liable for all Assessments and Charges coming due while he or she is the Unit Owner. Except as provided in Article 10.5, any Person or entity which acquires title to a Unit is jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his or her share of the Charges and Assessments, including interest, late fees, attorneys' 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. The liability for Assessments or Charges 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.

10.2 Default in Payment of Assessments for Common Expenses or Charges. 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 from the date first due until paid, in an amount as determined by the Board which, unless otherwise specified, shall be the maximum allowed by law.

The Association has a continuing lien on each Condominium Parcel for any unpaid Assessments (including Special Assessments) and Charges on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien, including, but not limited to, fees, costs, or expenses incurred in a bankruptcy, as well as attorney's fees incurred in any ancillary or supplemental proceeding, including but not limited to appellate proceedings and proceedings to establish entitlement to or the amount of recoverable attorney's fees. If prohibited

by the Act, no lien may be filed by the Association against a Unit until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act. The notice of intent to file a lien includes only those amounts that came due as of the date of said notice. The recorded lien includes the amounts identified in the notice of intent to file a lien along with any additional Assessments (including Special Assessments) or Charges that may have come due since delivery of said notice of intent to file a lien without having to file a separate lien or send a subsequent notice of intent to file a lien.

10.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least forty-five (45) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. 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 at his or her last known address; and, upon such mailing, the notice shall be deemed to have been given. 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 attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act. The notice requirements do not apply if an action to foreclose a mortgage on the Unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the Unit Owner.

10.4 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 has the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to the Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are paid in full. 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, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

10.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his or her Unit. The Association, its agents, and counsel are

permitted to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.7 Lien for Charges. Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, or Maintenance responsibility in connection with the Association's discharge of its Common Element Maintenance responsibilities, or address emergency situations, such as water extraction from a Unit or other expenses related to repairs/replacements following a Casualty. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

10.8 Liens and Encumbrances against Units. The Association has the right to satisfy any delinquent lien or other security interest against a Unit, including without limitation unpaid ad valorem taxes. The Association has no obligation to satisfy such liens nor ascertain their existence. Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments made by the Association will be secured by a Lien for Charges.

10.9 Other Remedies. The Board has the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUMS. The administration and management of the Condominiums shall be by the Association, which has by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including, but not limited to, those set forth more specifically elsewhere in the Condominium Documents. The Association has the authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the Association and election of the Members to the Board is stated in the Bylaws. Without limiting the foregoing, the Association has the following rights and powers:

11.1 Unit and Limited Common Element Access. The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the Maintenance of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements, Common Areas and/or Association Property or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be

amended from time to time. A pass key or code must be provided by the Unit Owner to the Association for each Unit entry door and any private access areas, and as may be applicable air conditioning or utility room or closet, storage unit, and any secured parking area. The Association may utilize a master key/entry system. In the event that Unit Owner fails to provide a key or other applicable means of access, the Association shall be entitled (but is not obligated) to use all reasonable and necessary efforts to access the Unit or Limited Common Element, including, but not limited to, the hiring of a locksmith or the engagement of local fire and rescue authority; in which case, the Association shall also have the right to charge to the Unit Owner all costs and expenses associated with the Association's attempt to gain access to the Unit, secured by a Lien for Charges. Nothing contained in this section shall in any way obligate the Association to act or impose any additional liability or responsibility on the Association with regard to the access of the Unit or Limited Common Elements. When a Unit Owner must Maintain portions of the Condominium Property and/or Association Property, and that activity requires access to another Unit, the Unit Owner has reasonable right of access which shall be administered through the Association. The Unit Owner upon whose behalf access has been obtained is obligated for the expense of repairing any damage to the Condominium Property and/or Association Property, or other property of the Unit Owner or in the Unit accessed.

11.2 Assessments and Charges. The power to make and collect regular Assessments, Special Assessments, and other Charges against Unit Owners.

11.3 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and Association Property and in connection therewith, or its Officers, Committees, Management, or other agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.4 Regulations. The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Condominium Property, Common Areas and Association Property.

11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common Elements and Association Property. The power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval is required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. No Unit Owner approval is required in connection with the Association's right of first refusal set forth in Article 17, nor to dispose of such Unit. No Unit Owner approval is required for the acquisition or disposition of real property necessary, as determined by the Board, to address legal description or survey errors, or boundary or ownership disputes or uncertainties. Leasing of Units, Common Elements or Association Property may be approved by the Board, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents. The Board has the authority to acquire personal property and to dispose of same, without need for membership approval.

11.6 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

11.7 Fees for Use of Common Elements; Other Fees and Deposits. The power to set fees, pursuant to the Act. The Board has the authority to set use fees for use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board may, on a reasonable basis, permit use of the Common Elements or Association Property for private functions. The Board may also establish other fees and deposits determined necessary by the Board. Without limitation, same includes clubhouse/meeting room deposits, use fees and/or clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

11.8 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as authorized by the Board, including, but not limited to, the lease of Building roof areas and other Common Elements for antennas or other telecommunications and similar equipment.

11.9 Limitation upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property or Association Property, the Association is not liable to Unit Owners or any other Person for injury or damages of any nature, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by the acts or omissions of any third party, caused by progressive, latent or unknown condition of the Condominium Property or Association Property, nor for any claims for damages or expenses affiliated with the maintenance and repair of the Condominium Property or Association Property, except incidental damage to Owner property as provided in Article 9, Section 9.1.4. The Association has no liability in any case for loss of use or inability to inhabit the Condominium Property during work performed by, or at the direction of the Association, when the Board reasonably believes the property cannot be safely occupied or occupied in a manner that would unreasonably impede the work during said period(s) of time. Without limiting the intended generality of the foregoing, the Association has no liability for loss of use, loss of rental income, alternative housing or subsistence expenses, or loss of value.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY AND/OR ASSOCIATION PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

11.9.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND/OR THE ASSOCIATION PROPERTY AND THE VALUE THEREOF; AND

11.9.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, PINELLAS COUNTY, AND/OR ANY OTHER JURISDICTION OR FOR THE PREVENTION OF TORTIOUS OR CRIMINAL ACTIVITIES; AND

11.9.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY AND/OR ASSOCIATION PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS ARTICLE, "ASSOCIATION" INCLUDES WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY, TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING, REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION RIGHTS OF ANY INSURER.

11.1 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a Building and Units in sufficient quantities, may present health risks to Persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department. The foregoing notice is provided for informational purposes only. The Association does not conduct radon testing with respect to the Condominiums and specifically disclaims any and all representations or warranties as to the

absence of radon gas or radon producing conditions in connection with the Condominiums. The Association is not responsible for mitigating the existence of radon inside of Units.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON/OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY OR COMMON AREAS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, RADON GAS, OR THE RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF RADON GAS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, MEMBERS, AND AGENTS WHICH SHALL BE FULLY PROTECTED HEREBY.

11.2 Restraint upon Assignment of Shares in Assets Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Each Unit Owner acknowledges that the Condominiums are located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board has the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

The Association is not responsible for the prevention of mold and/or mildew or any damages including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. Prevention and remediation of mold within the boundaries of a Unit, or on Common Elements when due to interior Unit conditions or events, is a Unit Owner responsibility.

EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY OR COMMON AREAS SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO,

OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

11.4 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his or her Unit.

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

12.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage. All provisions pertaining to insurance coverage shall be construed in accordance with the Act, and insurance policies purchased by the Association is intended to comply with all coverage requirements of the Act.

12.2.1 Property Insurance. Except as otherwise provided in this Declaration, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon the Insurable Improvements of the Condominiums, including Association Property and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, unless the Board determines that such coverage for changes in building codes is not reasonably available or commercially practicable, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and other customary exclusions such as foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every thirty-six (36) months, so long as required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. Unless otherwise required by law, and subject to Article 1, Section 1.29, the Unit Owners are responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his or her predecessor in interest or title, except insurance of elements previously insured by the Association which have been replaced with code compliant elements, which shall be considered Insurable Improvements, except as may otherwise be provided by law, or except where a master policy purchased by the Association includes coverage for such alterations, modifications, or additions, when the Declaration requires their insurance and when such policies are purchased such required coverage shall be presumed.

12.2.2 Property Insurance- Unit Owners. Owners shall be required to obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon their Units, including their personal property, for the replacement value thereof, including coverage for changes in building codes. The Board shall have the right, but not the obligation, to require proof of insurance from any Unit Owner and such proof of insurance must be provided within ten (10) days of the Board's request for proof of insurance.

12.2.3 Flood. The Association shall use its best efforts to obtain and maintain adequate flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its "best efforts" to obtain "adequate" flood insurance if it is able to purchase flood insurance up to the limits available through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

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

12.2.5 Fidelity Bond. The Association shall obtain and maintain insurance or fidelity bonding of all Persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one (1) time. As used in this paragraph, the term "Persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

12.2.6 Worker's Compensation. Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

12.2.7 Other Insurance. Such other insurance as the Board may from time to time deem to be necessary, including, but not limited to, Errors and Omissions Officers and Directors Liability insurance coverage and insurance for the benefit of its employees.

12.3 Deductible and Other Insurance Features. The Board shall establish the amount of the deductible under the insurance policies, and other features (including, but not limited to, exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age,

and having similar construction and facilities in the locale where the Condominium Property is situated.

12.4 Premiums. Premiums upon insurance policies purchased by the Association are paid by the Association as a Common Expense of the Condominium, or Common Expense of the Association, as applicable.

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

12.5.1 Common Elements; Proceeds on Account of Damage to Common Elements and Common Areas. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses of the Association appurtenant to the Unit, unless the Association purchases insurance policies specific to each individual Condominium in which case such share being the same as the Unit's undivided share in the Common Expenses of the Condominium in which it is located.

12.5.2 Unit; Proceeds on Account of Damage to Units Shall Be Held in the Following Undivided Shares.

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

12.5.2.2 Common Elements and Units. When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repair (including, but not limited to, shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common Casualty loss or covered cause of loss under the Association's applicable insurance policy causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage. In situations where the Association receives insurance proceeds for an item which the Act generally requires to be insured by the Owner (by way of example, but not limitation, flood insurance proceeds for cabinetry), the Association may disburse these funds to the Owner and may require such assurances as the Board determines reasonable, including, but not limited to, the requirement of the signing of a release, and/or an undertaking to perform the work, and/or requirement that the monies will not be released until the work is complete.

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

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association is distributed in the following manner:

12.6.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the reserve fund kept on behalf of the Condominium.

12.6.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 19.

12.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies carried by the Association, and to execute and deliver releases upon the payment of such claim.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Elements shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

13.2 The Buildings.

13.2.1 Lesser Damage. If the damage renders less than fifty percent (50%) of the Units in a Condominium uninhabitable, as determined by the Board or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

13.2.2 Major Damage. If the damage renders more than fifty percent (50%) of the Units in a Condominium uninhabitable, as determined by the Board or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless seventy-five percent (75%) of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the

Association's applicable insurance policy, provided however that the Board has the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property and/or Association Property, as set forth in the plans and specifications, or if not, then according to plans and specifications approved by the Board, regardless of whether it is a Material Alteration or Substantial Addition as described in Article 9, Section 9.7, and no vote of the Unit Owners shall be required.

13.2.4 Common Areas. If the damaged improvement is any of the Common Areas, the damaged Common Area(s) shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

13.2.5 Definition of "Uninhabitable." For purposes of this Declaration, "uninhabitable" means that the Board has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or covered cause of loss under the Association's applicable insurance policy through available insurance proceeds, plus a Special Assessment against each Unit Owner not to exceed ten percent (10%) of the average fair market value of the Units prior to the Casualty or covered cause of loss, as determined by the Board. This calculation does not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable," a resolution enacted by the Board is binding on all parties, unless wholly arbitrary or contrary to law.

13.3 Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 13.5 below.

13.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and

repair, the Association or Unit Owner shall promptly obtain reliable and detailed estimates of the cost to rebuild or repair.

13.5 Assessments. The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association is considered a Common Expense of the Association, if the Association has purchased a single insurance policy covering all Common Areas and Condominium Property, or if not, such cost shall be a Common Expenses of the individual Condominium, pursuant to Section 718.111(11)(j) of the Act, except as provided elsewhere, including, but not limited to, Section 718.111(11)(n) of the Act.

13.6 Damage Caused By Wear and Tear of the Condominium Property or Uninsurable Loss. Damage to the Condominium Property or Common Areas that is not caused by a Casualty, as defined in Article 1, Section 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

13.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Article 13.2.2, the Condominium shall be terminated in accordance with the procedures set forth in Article 19.

14. OWNERSHIP AND USE RESTRICTIONS. Ownership and use of Condominium Property shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. A Unit shall be used only as a Single Family residence. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. Visitation by Guests is further governed by Article 15 of this Declaration. Occupancy by Tenants is further governed by Article 16 of this Declaration. Units may not be used for commercial or business purposes. Unit Owners and Occupants may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two (2) regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2 Units may only be permanently occupied by Unit Owners, their spouses, their minor children and other registered and approved persons ("Approved Permanent Occupants"). All occupants must register with the Association, provide proof upon request of the Board that all proposed permanent occupants, other than the Unit Owner, will be "permanent residents" of the Unit as such term is used in F.S. 196.015, and adults are subject to background checks which must be provided upon request of the Board by the Owner. Permanent occupancy shall be limited to only Approved Permanent Occupants. Non-permanent residency of occupants, other than Approved Permanent Occupants, shall be governed by Articles 15 and 16 below.

14.3 No Person may occupy or otherwise be present within a Unit, or otherwise present on the Condominium Property as a Family member, Occupant, Tenant, Guest, or Invitee if such Person has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

- a capital, first or second degree felony involving violence to Persons within the past ten (10) years; or
- a first or second degree felony involving illegal drugs within the past ten (10) years; or
- any drug offence involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or
- a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;
- Has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred; or
- Is currently on probation or community control for a felony involving violence to another or damage to or theft of property.

14.4 Nuisance. Neither the Condominium Property or the Common Areas shall be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property or Common Areas, nor which becomes a source of annoyance to the Residents, which will increase insurance rates, which will negatively affect the value of Units, or unreasonably and negatively affects the quality of life for others in the Association. All property shall be kept in a neat and orderly manner. The Common Elements and Common Areas shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of the Residents. The Condominium Property and Common Areas shall be used in accordance with all federal, state, and local laws and ordinances.

14.5 Property Use. The Property shall be used for residential purposes only. No buildings or other improvements at any time situated on the Property shall be used for any business, commercial, amusement, school, clubhouse, charitable, philanthropic or manufacturing purposes, or as a professional office.

14.6 Quiet Hours. The hours between 10:00 PM and 8:00 AM are to be quiet hours for the entire Property and no disturbing noises that will interfere with the rights, comforts or convenience of other unit owners are permitted anywhere within the Property.

14.7 Pets. No pet or animal that would create a nuisance to any other Unit Owner shall be maintained or harbored within a Condominium Unit. A determination by the Board of Directors that a pet or animal maintained or harbored within a Condominium Unit creates a nuisance shall be conclusive and binding upon all parties. Only two small pets that are no heavier than twenty-five (25) pounds at maturity are permitted to reside in a Unit. Guests are limited to having two pets that are no heavier than twenty-five (25) pounds each while in the Association. All persons having pets present within the Association must strictly adhere to all rules and regulations concerning pets.

14.8 Parking. The Developer assigned the exclusive use of one parking space to each Unit as of the date of closing of title to each Unit. Once so assigned, such parking space shall become a Limited Common Element appurtenant to such Unit. In addition, each Unit shall have an additional parking space reserved for it as determined by the Board; however, these additional parking spaces shall not be Limited Common Elements appurtenant to the Units and the Board may reassign said additional parking spaces.

14.8.1 No vehicle may display on or within it any sign, sticker, or other item that in any way advertises a business.

14.8.2 The term "vehicles" shall include light pickup trucks and SUV's. Vehicles shall be limited to two (2) per Unit and shall be parked only in the parking spaces so designated for that purpose by the Association.

14.8.3 Motorcycles and other vehicles similar thereto will be counted as one of the two allowed vehicles and as such must be parked in one of the two unit assigned parking spaces. Such vehicles may not be parked on any other part of the condominium property.

14.8.4 Vehicles shall be parked in such a way as to have the required vehicle identification decal visible to passing vehicles or pedestrians. No vehicle may extend beyond the end of the stripe designated length and/or width of the space.

14.8.5 No vehicle which is not currently licensed or cannot operate on its own power shall be parked on Association Property.

14.8.6 There shall be no parking of commercial vehicles, boats, boat trailers, recreational vehicles, utility trailers, trailers, or any additional item(s) as the Board may include from time to time.

14.8.7 It is strictly prohibited for a Unit Owner or Lessee to lease or sell or in any way engage in a use agreement with any person who does not reside within the Unit of the assigned parking space.

14.8.8 There shall be no storage in the assigned parking space(s) of items other than vehicles themselves items to include, but not limited to, shopping carts, beach chairs, packing boxes or any additional items as identified within the rules and regulations in the parking lots.

14.8.9 No commercial vehicle of any type is to be parked on the upper parking level or within the parking garage area of both levels. All delivery vehicles are to park on the lower-level parking in front of the clubhouse.

14.8.10 No vehicles may park on the grass at any time. Tractor trailers used for the purpose of moving household goods in or out are restricted from parking on the property and are to park on Mangrove Cay Lane.

14.8.11 Unit owners are responsible for damage to any Common Element or Common Area from their vehicles, their Lessees' vehicles, their guests' vehicles and their employees' vehicles.

14.8.12 The Board and its agents shall have the authority to affix stickers to a vehicle indicating a violation of these rules and regulations. Owners have twenty-four (24) hours to resolve the violation and failure to meet this deadline may result in the vehicle being towed at the owner's risk and expense without further notice.

14.8.13 Any vehicle which is not currently licensed or cannot operate on its own power shall not remain on the premises for more than twenty-four (24) hours. If a warning has been placed on the vehicle (pursuant to the rules and regulations), the owner of such Vehicle shall respond to the Board or its agent within twenty-four (24) hours and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's risk and expense without further notice.

14.8.14 No vehicular repairs shall be made on the premises, including but not limited to oil changes and radiator flushes. No vehicles may be washed or detailed within the parking garage at any time.

14.8.15 Owners' and/or Lessees' vehicles are not to be parked in Visitor spaces. Guests may not park in Visitor spaces for more than two consecutive nights. Owners and/or Lessees who wish to reserve an extended stay (more than two nights) parking space for a guest must submit a request for an Approved Parking Space Assignment to the Board.

14.8.16 Parking Assignments. Owners who wish to exchange their assigned parking space(s) with another Owner may submit a written request for approval to the Board. When a unit is sold or the title is changed and under extraordinary circumstances and/or for the purpose of safety, The Board shall have the authority to make a reassignment of parking spaces. In the event there are more than one requests, the Board may consider these requests in order of submission, with the oldest request being considered first.

14.8.17 Additional Reserved Short-Term Parking. The Board has the authority to grant licenses to Unit Owners for the temporary exclusive use of a guest parking space. The Board shall, by rule or resolution, set the maximum duration of the license, set a daily charge for the license, and impose any other requirement as to the issuance and terms of the license. Notwithstanding the foregoing, no license shall be valid for more than thirty (30) consecutive days. In the event that there are more Owners requesting a license than available spaces, the Board shall create a first-come first-served waiting list and no Owner shall be permitted to renew a license until all Owners on the waiting list have either been granted a license or withdrawn their name from the waiting list. Not more than half of the parking spaces on the lower level in front of the clubhouse shall be available for use as additional reserved short-term parking spaces.

14.9 Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls and all common elements shall be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in corridors. No sign,

notice or advertisement shall be inscribed or exposed on or at any window or any part of the condominium, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the condominium or the roof thereon.

14.10 Balconies: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or on terraces. No objects shall be hung from balconies, patios or windowsills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors and balconies or terraces. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from balconies or terraces. Cooking shall only be permitted on any balcony or patio of a Unit as provided for by Section 14.14 below. Unit owners shall not allow anything to be thrown or to fall from windows doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies may be enclosed or screened, without the prior written consent of the Board of Directors of the Association.

14.11 Owners may not place any item on the Common Elements/Areas or Limited Common Elements in such a manner as to impede ingress/egress to the Units. Nothing may be placed, stored or kept under stair treads, on stair treads, or on the stair landings, including potted plants, furniture, art, etc. No items of any nature may be placed on or around lighting posts or fixtures. Exterior security cameras, door lockset or doorbell cameras require written approval of the Board and are subject to removal for any reason.

14.12 Signs. No signs, advertisements, banners, or the like are allowed to be displayed on or in a Unit such that the sign, advertisement, banner, etc. is visible from the outside of the Unit.

14.13 Smoking. Smoking on the Condominium Property and Common Areas, including all portions of the Common Elements and Limited Common Elements is strictly prohibited. Smoking shall mean inhaling, exhaling, burning carrying or possessing any lighted tobacco or other products or materials used in a device for such purpose. Smoking shall specifically include, but not be limited to, the smoking of cigarettes, cigars, pipes, bongs, and any other lighted tobacco or other product or material, whether legal or illegal in the State of Florida. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited.

14.14 Grills. No grill of any kind is permitted to be used within the Units or the Limited Common Elements. For purposes of this section 14.14., a grill is defined as any device used for cooking food which utilizes an open fire, flame or other incendiary method of cooking or lighting the grill.

14.15 Additional Restrictions. Additional use, occupancy, maintenance, transfer and other restrictions are contained in the Rules and Regulations, which may be amended from time to time by the Board. Amendments to the Rules and Regulations may, but need not be, recorded in the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in the Condominium Documents.

15. GUEST OCCUPANCY. Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Any Person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and shall be considered a Resident or Tenant subject to the approval requirements of Article 16 of this Declaration. There are various types of Guest uses, which are regulated as follows:

15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) are permitted to have non-overnight Guests, provided that same does not create a nuisance or annoyance to other Residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the Condominium Property, the Common Areas or otherwise violated the Condominium Documents in the past, and Persons who have been convicted of or pled no contest to a felony, including, but not limited to, registered sex offenders and Persons who have been convicted of or pled no contest to narcotic offenses. Non-overnight Guests need not be registered with the Association, but may be subject to access control protocols or procedures used generally, if any. Non-overnight Guests are permitted to use the Association facilities only when accompanied by the Unit Owner or Tenant, unless otherwise approved by the Board. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including, but not limited to, the maximum numbers of Guests who may use common facilities.

15.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement for registration of overnight Guests with the Association when the Unit Owner or Tenant is simultaneously occupying the Unit, but may be subject to access control protocols or procedures used generally, if any. The Association may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and Persons who have been convicted of or pled no contest to a felony, including, but not limited to, registered sex offenders and Persons who have been convicted of or pled no contest to narcotic offenses.

15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including, but not limited to, the pool, parking areas).

15.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous presence in the Unit. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of the Condominiums. The Association may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and Persons who have been convicted of or pled no contest

to a felony, including, but not limited to, registered sex offenders and Persons who have been convicted of or pled no contest to narcotic offenses.

15.4.1 Non-Related Overnight Guests are not permitted to occupy a Unit on an overnight basis in the absence of the Unit Owner.

15.4.2 Related Overnight Guests may occupy a Unit in the absence of the Unit Owner. For the purpose of this provision, "related" means at least one (1) adult who is occupying the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree: spouse, parent, grandparent, child, grandchild, or sibling. Ten (10) days prior notice to the Association is required. The Board has the authority to require Owners to provide a current background check for their related overnight guests which must be provided at least ten (10) days prior to the related overnight guest's occupancy. No Related overnight guest is permitted to occupying the Unit for more than fourteen (14) nights in any ninety (90) day period.

15.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. The Board may, at a duly noticed meeting, temporarily suspend or permanently ban a Guest from entering the Condominium Property or Common Areas if the Board finds that such Person has engaged in a serious violation of the Condominium Documents or applicable law upon the Condominium Property, the Common Areas, or has engaged in systematic violations of the Condominium Documents or applicable law upon the Condominium Property or Common Areas. Prior to the imposition of such suspension or ban, the Owner of a Unit shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board to show cause why the suspension or ban should not be imposed. The decision of the Board is final and shall not be subject to any requirement for a hearing before any type of Committee. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 16 are not being violated.

16. LEASING. The lease of a Unit is defined as occupancy of the Unit by any Person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value) or the exclusive right to use any portion of a Unit. The term "leasing" and "renting" are used interchangeably in this Declaration. The term "Tenant" and "Lessee" are likewise used interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his or her Unit, the Unit Owner shall furnish the Association with a copy of the proposed lease, the name of the proposed Tenant, the names of all proposed Residents, and such other information as the Association may reasonably require. Any Person occupying the Unit as a Resident after initial approval shall be subject to a separate application and approval process. The Association has thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Tenants or Residents. The Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a period of seven hundred and thirty (730)

continuous days, or twenty-four (24) continuous calendar months. Leases may be extended or renewed, subject to Board approval. No Unit Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including, but not limited to, television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Unit may be leased for anything less than the period of seven hundred and thirty (730) continuous days, or twenty-four (24) continuous calendar months. In addition, no Owner may lease the Owner's Unit during the first twenty-four (24) month period of ownership measured from the date any present Owner acquired title to the Unit. After the first twenty-four (24) month period of ownership, the Owner may lease the Owner's Unit subject to the tenant approval process and the other requirements and limitations of this Declaration and rules and regulations. If a Unit is leased and the Owner seeks to sell or otherwise convey the Unit, the Owner shall, prior to closing and conveyance of the Unit, terminate the lease and regain legal possession of the Unit from the tenant(s) and occupant(s). A purchaser/acquirer may not purchase/acquire a Unit subject to an existing lease, as purchasing/acquiring a Unit subject to an existing lease would violate the prohibition on leasing during the first twenty-four (24) months of ownership. No owner shall have the right to automatically renew any lease.

16.1 Leasing Cap. In order to maintain the residential, non-transient nature of the Community, not more than fifteen percent (15%) of the Association Units shall be leased at any one time. In the event fifteen percent (15%) of the Units are leased and an additional Unit Owner desires to lease a Unit, the Association shall create a waiting list and establish procedures to determine which Unit will be next available for lease on a first come/first serve basis. The Board of Directors may establish reasonable policies and procedures relative to the waiting list; including, but not limited to the manner making request to be placed on the waiting list, the amount of time an Owner has to find an approved Tenant before their right to lease is passed to the next Unit on the waiting list, etc. The fifteen percent (15%) cap shall be calculated discounting the total number of Units owned by the Association. Leases existing as of the date of the recording of this amendment shall be grandfathered under the cap until such time as the Lessee or Unit Owner terminates the lease agreement. At such time, the Unit Owner shall be deemed to have relinquished his/her cap space, and would be eligible to be placed on the waiting list. All Unit Owners that are currently leasing their Unit as of the date this Declaration is recorded must provide the Board with a copy of the current lease within thirty (30) days of the date of recording of the recording of this Declaration. Failure to provide a copy of the completed lease shall serve to forfeit their grandfather status. This restriction shall not apply to the Association.

16.2 Board Right of Approval. The Board has the authority to approve or disapprove all leases and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. No Person may occupy a Unit as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board has the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Unit as a condition for approval. The Board may, but shall not be obligated or have the duty to, conduct criminal background investigation in connection with proposed leases and renewals thereof.

16.3 Tenant Conduct; Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. All provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association shall be applicable and enforceable against the Tenant(s) and all other persons that occupy the Unit with the Tenant(s) to the same extent as against an Owner. A covenant upon the part of Tenant(s) and all other persons that will occupy the Unit with the Tenant(s) to abide by the Rules and Regulations and the Bylaws of the Association, and the terms and provisions of this Declaration, and designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of a violation by the Tenant(s) or any other persons occupying the unit with the Tenant(s), shall be an essential element of any lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. All leases shall further provide, or be deemed to provide, that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant(s) to termination of the lease and/or eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner has the duty to bring his or her Tenant's conduct (and that of the other Unit Residents, Occupants, Guests or Invitees) 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 bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association has the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association has the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association has the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

16.4 Security Deposit. The Board has the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Tenant or Unit Owner place a security deposit in an amount not to exceed the equivalent of one (1) month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements, Common Areas 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 of the Florida Statutes (2021), as amended from time to time.

16.5 Approval Process; Disapproval. Any Unit Owner intending to lease his or her Unit shall submit a copy of the proposed lease, an application, and any other requested information

and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association has the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Unit Owner within such time frame. In the event that a Unit Owner desires to expedite the Association's time frame for consideration of the lease, the Board may, but is not required to, agree to such a time reduction and charge an additional fee for its expedited review in an amount set from time to time by the Board. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association has no duty to provide an alternate Tenant nor does it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

16.5.1 The Person seeking approval (which includes all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

- (a) a capital or first degree felony involving violence to Persons within the past twenty (20) years; or
- (b) a second degree felony involving violence to Persons within the past ten (10) years; or
- (c) any drug offence involving the manufacture and/or distribution of illegal drugs within the past five (5) years; or
- (d) a first or second degree felony involving illegal drugs within the past three (3) years; or
- (e) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred.
- (f) The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred; or
- (g) The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property.

16.5.2 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the Person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the

applicant's conduct is inconsistent with the Condominium Documents and may constitute grounds for denial;

16.5.3 The Person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by his or her conduct in the Condominiums as a Tenant, Resident, Occupant or Guest;

16.5.4 The Unit Owner or Person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process; or

16.5.5 All Assessments, fines and other Charges and monetary obligations against the Unit and/or Unit Owner have not been paid in full.

Notwithstanding the foregoing, if required or necessitated by law or Federal or State agency rule or guidance, the Board of Directors may modify the types of crimes set forth in the categories above and may add definition or clarification to this section on criminal convictions.

16.6 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he or she may have leased or rented his or her interest in the Unit as provided herein.

16.7 Association Fee. The Unit Owner or Tenant seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease unless new occupants will be residing in the Unit.

16.8 No lease may release or discharge the Owner of any Unit from compliance with any obligations and duties as an Owner. All provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association shall be applicable and enforceable against the Tenant and all other persons that occupy the Unit with the Tenant to the same extent as against an Owner. A covenant upon the part of Tenant and all other persons that will occupy the Unit with the Tenant to abide by the Rules and Regulations and the Bylaws of the Association, and the terms and provisions of this Declaration, and designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the Tenant or any other persons occupying the Unit with the Tenant, shall be an essential element of any lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. All leases submitted to the Association for approval must contain provisions requiring the Tenant and all other persons that will occupy the Unit with the Tenant to comply with and abide by all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association and designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by either the Tenant, or any other persons that occupy the Unit with the Tenant, of any lease provisions, this Declaration, the Bylaws, and the Rules and Regulations of the Association or in

the event of a conviction during the term of the lease of any crime outlined in Section 16.5.1 above. The Association shall not be liable to any Owner, Tenant, or any other persons that occupy the Unit with the Tenant by reason of the Association exercising its right to terminate the lease of a tenant pursuant to this section.

16.9 Should any Tenant, Occupant or their guest refuse or fail to abide by and adhere to the Association's Declaration, Bylaws, Rules and Regulations and any other policies adopted by the Association, the Owner shall agree to remove any Tenant, Occupant or guest by legal means, including eviction, at Owner's sole expense. However, in the event that it shall become necessary for the Association to cause such any Tenant, Occupant or guest to be removed from the Unit, including but not limited to by initiating an action for injunctive relief or eviction, the Owner shall be responsible for all costs, charges, and expenses incurred by the Association regardless of whether legal action has been commenced. All said costs, charges, and expenses, including but not limited to reasonable attorney's fees, incurred by the Association shall be added to and become a Charge against the respective Owner's Unit and secured by a lien in as provided for in Article 10 of this Declaration.

17. APPROVAL SALES AND TITLE TRANSFERS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner is subject to the following provisions as long as the Condominiums exist upon the land, which provisions each Unit Owner covenants to observe:

17.1 Forms of Ownership.

17.1.1 Ownership by Individuals. A Unit may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

17.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than spouses, the Board shall condition its approval upon the designation of one (1) approved natural person as "Primary Occupant." Two (2) Persons may, in the discretion of the Board and upon request, be each designated as "Primary Occupants" so long as such Persons are spouses. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The use of the Unit by other Persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the 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 (1) change in Primary Occupant will be approved in any twenty-four (24) month period, except in the case of the death of the Primary Occupant, or when a Primary Occupant designates a spouse as the Primary Occupant. Any new Primary Occupant shall be subject to review and approval by the Association in the same manner as a transfer of title. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

17.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust if approved in

the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a Trust as a Unit Owner is conditioned upon designation by the Owner of one (1) natural person to be the "Primary Occupant." As a condition of approval of a transfer to such entity, the Board may require a personal guarantee from the Primary Occupant or other Person acceptable to the Board for payment of all Assessments, Charges, and other monetary obligations (including, but not limited to, use fees and fines) and for the liabilities affiliated with compliance with the Condominium Documents, including, but not limited to, damages and awards of prevailing party attorneys' fees. The use of the Unit by other Persons shall be as if the Primary Occupant were the only actual Unit Owner. The Primary Occupant shall be the Person entitled to vote on behalf of the Unit, exercise rights of membership, and discharge the responsibilities incident thereto. 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 (1) change in designation of Primary Occupant will be approved in any twenty-four (24) month period, except in the case of the death of the Primary Occupant. Any new Primary Occupant shall be subject to review and approval by the Association in the same manner as a transfer of title.

17.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

17.2 Transfers Subject to Approval.

17.2.1 Sale or Other Transfer. No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer without prior written approval of the Board. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board. Review and approval of transfer applications may be delegated to an Officer, a Committee, or an agent, provided that approval of a transfer shall not be denied, unless approved by a majority of the Board. No Unit may be sold subject to any existing lease.

17.2.2 Gift. If any Unit Owner is to acquire his or her title by gift, his or her ownership of his or her Unit shall be subject to the prior approval of the Board. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

17.2.3 Devise or Inheritance. If any Person shall acquire his or her title by devise, inheritance or through other succession laws, the continuance of his or her ownership of his or her Unit shall be subject to the approval of the Board.

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

17.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

17.3.1 Notice to Board of Directors.

17.3.1.1 Sale or Other Transfer. A Unit Owner intending to make a bona fide sale or other title transfer of his or her Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board may reasonably require at least thirty (30) days prior to such sale or transfer. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants.

17.3.1.2 Devise or Inheritance. A Unit Owner who has obtained his or her title by devise or inheritance, or operation of succession laws, shall give to the Board notice of the acquiring of his or her title, together with such information concerning the Unit Owner as the Board may reasonably require (including that set forth in Article 17.3.1.1), and a certified copy of the instrument evidencing the Owner's title.

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

17.3.2 Approval by Association.

17.3.2.1 Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board, the Board must either approve or disapprove the proposed transaction. In the event that a Unit Owner desires to expedite the Association's time frame for consideration of the lease, the Board may, but is not required to, agree to such a time reduction and charge an additional fee for its expedited review in an amount set from time to time by the Board.

17.3.2.2 Devise or Inheritance. If the Unit Owner giving notice has acquired his or her title by devise, inheritance, or through succession law, then within thirty (30) 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 continuance of the Unit Owner's ownership of his or her Unit.

17.3.2.3 Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, other entity, or more than one (1) individual who are not spouses, the approval of ownership by the corporation, partnership, trust, other entity, or multiple Persons shall be conditioned upon approval of a Primary Occupant.

17.4 Disapproval by Board of Directors. If the Board shall disapprove a transfer or continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

17.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved without good cause, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board, or the Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.1.1 At the 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 (2) appraisers, one (1) of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

17.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to itself purchase the Unit, or provide a purchaser, or if a purchaser furnished by the Association or the Association shall default in his, her, or their 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.

17.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving notice has acquired or will acquire his or her title by gift, devise, inheritance, or succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership without good cause, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, 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 (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.2.1 The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less than bona fide value, 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 (2) appraisers, one (1) 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 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 by the parties.

17.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his, her, or their agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

17.4.3 Disapproval for Good Cause. Disapproval of title transfers or the continuation of ownership pursuant to this Article 17 shall be made by the Board if it is determined that the potential Unit Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Condominium Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Condominium Documents:

17.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the Person seeking approval (which shall hereinafter include all proposed Occupants or Residents) intends to conduct himself or herself in a manner inconsistent with the Condominium Documents;

17.4.3.2 The Person seeking approval has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

(a) a capital or first degree felony involving violence to Persons within the past twenty (20) years; or

(b) a second degree felony involving violence to Persons within the past ten (10) years; or

(c) any drug offence involving the manufacture and/or distribution of illegal drugs within the past five (5) years; or

(d) a first or second degree felony involving illegal drugs within the past three (3) years; or

(e) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred.

(f) The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred; or

(g) The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property.

17.4.3.3 The Person seeking approval has a record of financial irresponsibility, including without limitation prior foreclosures or bad debts such that the Board reasonably concludes that the applicant is unable to meet his or her financial obligations to the Association;

17.4.3.4 The Person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, or has made material misstatements or withheld material/information during the application process; or

17.4.3.5 All Assessments and other Charges against the Unit have not been paid in full, unless the Association has reasonable assurances that said amounts will be paid out of the closing proceeds.

Notwithstanding the foregoing, if required or necessitated by law or Federal or State agency rule or guidance, the Board of Directors may modify the types of crimes set forth in the categories above and may add definition or clarification to this section on criminal convictions.

If the Board disapproves a transfer for good cause, the Association has no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board. The conduct of background investigations and the extent of such investigation, if any, shall be as determined by the Board in its discretion.

17.5 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

17.6 Exceptions. The foregoing provisions of this Article 17, entitled "Approval of Sales and Title Transfers," shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other bona fide mortgagee that acquires its title as the result of owning a purchase money first mortgage upon the Unit concerned; this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Further exempt shall be purchasers at tax deed sales, judicial sales, and governmental levies. However, a transferee from a first mortgagee or other exempt acquirer of title shall be required to be approved by the Association as a condition of ownership and holding title to a Unit.

17.7 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

17.8 Limitation on the Number of Units Owned. In order to facilitate a single family residential community, there are limitations on the number of Units that may be owned by individuals, families and business or legal entities as follows:

- i. Individuals. No person may own more than one Unit at any given time.
- ii. Families. No family may own more than one units at any given time. A family is any two people or more that are related by marriage, blood or adoption.
- iii. Trusts and Business or Legal Entities. No trust, partnership, corporation or other business or legal entity may own more than one Unit at any time. For purposes of this paragraph, if a trust, partnership, corporation or other business or legal entity in which any director, officer, member, trustee, trust beneficiary or owner is also a director, officer, member, trustee, trust beneficiary or owner of a different trust, partnership, corporation or other business entity, those different trusts, partnerships, corporations or other business entities shall be considered a single entity and shall be collectively limited to owning not more than one Unit in the Association.

18. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

18.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

18.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

18.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

18.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least forty percent (40%) (22 Units) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of at least a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Condominium Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association

membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

18.5 Individual Condominium Amendments, Association-Wide Amendments. The Board shall have the authority to determine whether to propose and/or apply proposed amendments to only one (1) Condominium (i.e., "Individual Condominium Amendments"), or to all Property, (i.e., "Association-Wide Amendments"). In cases where the Board applies the amendment to all Condominiums, the term Voting Interest of the Association shall apply to all units operated by the Association, without regard to Condominium by Condominium results. Where the Board authorizes individual Condominium voting, all quorums, voting percentages and the like will be determined on a Condominium by Condominium basis. In all cases, the final decision as to whether to apply "Individual Condominium" or "Association-Wide" voting shall rest with the Board. In general, Association-Wide Amendments will be applied to amendments of covenants and restrictions that are consistent with the operation of Mangrove Cay as a single development. Without limiting the generality of this clause, nor the Board's discretion, use restrictions such as pet provisions, lease restrictions and the like shall be applied on an Association-Wide basis. Conversely, and again without limiting the generality of the foregoing and the Board's discretion, in general, matters which affect only the interests of the Members of a particular Condominium, will be considered the type of amendment and may be voted upon on an Individual Condominium amendment basis.

18.6 Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Pinellas County, Florida, according to law.

18.7 Automatic Amendment. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board, without a vote of the Owners, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.8 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

19. TERMINATION. The Condominium may be terminated under any one (1) of the following alternatives:

19.1 Termination Because of Economic Waste or Impossibility. Notwithstanding anything to the contrary in this Declaration, the condominium form of ownership may be terminated (or partially terminated) by a plan of termination approved by at least seventy-five percent (75%) of the total Voting Interests of the Condominium when:

- the total estimated cost of repairs necessary to restore the improvements in any Condominium to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or
- it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

19.2 Optional Termination. Except as provided in Article 19.1, the condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than five percent (5%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the Act.

19.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 13, which means that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board, the Condominium may be terminated if at least seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

19.4 Mortgage Lienholders. Notwithstanding any provision to the contrary in this Declaration or the Act, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16) of the Act.

19.5 Procedures for Termination and Sale. The termination of the Condominium via any of the methods set forth herein shall be as set forth in Section 718.117(4) – (20) of the Act.

19.6 Amendment. This Article 19 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 18.

20. CONDEMNATION.

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

20.2 Determination Whether to Continue Condominium. Whether the Condominium or Condominiums will be continued after condemnation will be decided in the same manner as repair after Casualty as set forth in Article 13.

20.3 Distribution of Funds. If the Condominium or Condominiums are terminated after condemnation, the proceeds of all awards and Special Assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium or Condominiums are terminated after a Casualty. If the Condominium or Condominiums are not terminated after condemnation, the size of the Condominium or Condominiums may be reduced. The Unit Owners of condemned Units, if any, will share in awards and Special Assessments as provided below.

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

20.5 Units Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominiums.

20.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

20.5.2 Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagee(s).

20.5.3 Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

20.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominiums:

20.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

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

20.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by Special Assessment against all of the Unit Owners who will continue as Owners of any Unit after the

changes in the Condominiums effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

20.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

20.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

21. EMERGENCY POWERS.

21.1 Additional Board Authority. In addition to other authority granted by law and the Condominium Documents, the Board has the following power and authority in connection with an Emergency:

21.1.1 To determine whether the Condominium Property, Common Areas, or portions thereof can be safely used or occupied, which decision shall not be conclusive as to the determination of habitability and useability. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

21.1.2 To declare any part or portion of the Condominium Property, Common Areas, or Association Property unavailable for use, occupancy, or presence upon by Unit Owners, Family members, Tenants, Guests, or Invitees (and to distinguish between such groups) after an Emergency, including during any rebuilding, cleaning, or other process. Such decision by the Board is based upon the advice of emergency management officials, governmental authority or a licensed professional and can be made only if necessary, to protect against liability to or the health, safety, or welfare of the Association, Unit Owners, Family members, Tenants, Guests, or Invitees.

21.1.3 To mitigate damage including taking action to prevent the spread of fungus (including, but not limited to, mold and mildew) including tearing out drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and removing personal property from the Unit and disposing of damaged property or storing such property on-site or at an offsite location, with Unit Owners responsible for reimbursing the Association for items for which the Unit Owner is responsible but which may be necessary to prevent further damage. The Association bears no liability for such actions, if taken in good faith.

21.1.4 To contract on behalf of Unit Owners, with said Unit Owners responsible to reimburse the Association for items for which the Unit Owner is responsible, but which may be necessary to mitigate or prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner is responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

21.1.5 To implement disaster protocols prior to, during, or after an impending disaster, Emergency or state of emergency including, but not limited to, shutting down electricity, security systems, and air conditioners.

21.1.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

21.1.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

21.1.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

21.1.9 To enact and implement restrictions, protocols and procedures the Board may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other protective equipment, quarantines, restrictions or moratoriums on move ins/move outs.

21.1.10 To exercise all emergency powers set forth in the Act.

21.2 In addition to all applicable emergency powers conferred by law and these Condominium Documents, the Board shall have all of the powers in the preceding sections of this paragraph, plus the following powers if a state of emergency has been declared by any governmental entity or official with authority applicable to the locale in which the Condominiums are located regarding any infectious disease outbreak, pandemic, biological or chemical contamination, including sewage, or similar public health risks:

21.2.1 To close the Condominium Property, Common Areas and/or Association Property to Guests and Invitees, including non-resident family members, guests and contractors, excepting such essential contractors as the Board may determine appropriate.

21.2.2 To close all non-essential facilities on the Condominium Property, Common Areas and/or Association Property, including recreational and social facilities.

21.2.3 To restrict or ban entry onto the Condominiums by Guests and Invitees if deemed necessary by the Board.

21.2.4 To enact and implement restrictions, protocols and procedures the Board may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other protective equipment, quarantines, restrictions or moratoriums on move ins/move outs, restrictions or moratoriums on occupancy by Unit Owners, Tenants or Guests if such occupancy presents a health risk, as determined by the Board. To enact any other rules and regulations as approved by a majority of the Board as the Board determines is in the best interests of the health, safety and welfare of Association, the Unit Owners, and Residents, with as much notice as practical.

21.2.6 To have all of the emergency powers as provided for in the Bylaws and Articles of Incorporation.

21.2.7 The powers conferred by this Article 21 shall be in force during such time as an emergency exists, as well as an anticipation of an emergency or in response to an emergency which has resulted in damage to the Condominium Property and/or Association Property, or which continues to present a threat to health, safety and welfare or legal liabilities to the Association.

22. COMPLIANCE AND DEFAULT.

22.1 Duty to Comply; Right to Sue. Each Unit Owner, his or her Family, Tenants, Guests, Invitees and all Unit Occupants and the Association is governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, or for failure to comply may be brought by the Association or by a Unit Owner against:

22.1.1 The Association. The Association may, but shall not be required to, seek enforcement of the Condominium Documents. Without limiting the intended generality of the foregoing sentence, the Board has the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Condominium Documents involving the interest of the Owners of two (2) or more different Units, including, but not limited to, noise complaints, nuisance allegations, and the like;

22.1.2 A Unit Owner; or

22.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents and damage to the Condominium Property by their Family members, Tenants, Guests, Invitees and Unit Occupants.

22.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as amended from time to time, the Association is permitted to recover the costs and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal. The Association shall further have the right to recover its attorney's fees incurred in any ancillary or supplemental proceeding, including but not limited to appellate proceedings and proceedings to establish entitlement to or the amount of recoverable attorney's fees. In addition to the foregoing, if the Association employs an attorney to enforce the provisions of this Declaration against any Owner, including his/her Tenant(s), Occupant(s), Guest(s) or Invitee(s), regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Unit as a Unit Charge as provided in Article 10.

22.3 No Election of Remedies; Remedies Cumulative. 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 (1) 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. It shall not be presumed that money damages shall be an adequate remedy for violations of the Condominium Documents.

22.4 Fines. The Association shall have the right to levy and collect fines as provided for by F.S. 718.303(3) (2021) and F.S. 720.305(2) (2021).

22.5 Waiver of Application of Condominium Documents. The Association has the right to waive the application of one (1) or more of the covenants or restrictions of the Governing 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.

22.6 Notice of Lien or Suit.

22.6.1 Notice of Lien. A Unit Owner shall give written notice to the Association of every lien upon his or her Unit, other than for permitted first mortgages, taxes and Special Assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

22.6.2 Notice of Suit. A Unit Owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his or her Unit, or impose liability on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

22.6.3 Failure to Comply. Failure of an Owner to comply with this Article will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

23. MISCELLANEOUS PROVISIONS.

23.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

23.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

23.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

23.4 Notices. All notices shall be given as provided in the Bylaws.

23.5 Compliance with Fair Housing Laws. 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. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped/disabled individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

23.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

23.7 Interpretation. The Board is responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

23.8 Captions and Headings. The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

23.9 Waiver. 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.

23.10 Plurality; Gender. Wherever the context so permits, the singular includes the plural, the plural includes the singular, and the use of any gender includes all or no genders.

23.11 Southwest Florida Water Management District "SWFWMD". The following terms and conditions are specifically included in this Declaration for the benefit of the Southwest Florida Water Management District ("District") in accordance with the regulations and requirements thereof and pursuant to the permit issued for the installation of the Surface Water Management System in this Development.

(a) The Surface Water Management System shall be located on land that is designated as Common Area, owned by the Association or located-on land that is the subject of an Easement in favor of the Association, its successors and assigns.

(b) The Association shall operate, maintain and manage the Surface-Water Management System in a manner consistent with the District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or storm water management capabilities as permitted by the District. Any repair or reconstruction of the surface water or storm water management system shall only be permitted as approved by the District. If

the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for the same.

(c) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alternation, or other modifications to these areas be made without the prior written permission of the Association, City of St. Petersburg, and the District.

(d) No Owner shall in any way deny or prevent ingress and egress by the Association, the City of St. Petersburg, or the District to any drainage areas or the Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and Easements therefore are hereby specifically reserved and created in favor of the Association, the District, the City of St. Petersburg, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(e) No Unit shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water Management system that have been or may be created by Easement without the prior written consent of the Association, the City of St. Petersburg and the District.

(f) No wall, fence, paving, planting or other improvement may be placed by an Owner within a drainage area, drainage Easement, or the Surface Water Management System.

(g) The District, and the City of St. Petersburg, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

(h) No construction activities may be conducted relative to any portion of the Surface Water Management System without the approval of the District. Prohibited activities in the previous sentence include, but are not limited to digging or excavation, depositing fill, debris or other material items; construction or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the project includes a wetland mitigation area, as defined in Section 1.7.24 of SWFWMD Rules and Regulations/or a wet detention pond, no vegetation of these areas shall be removed, cut, trimmed, or sprayed with herbicide without the specific written approval of the District. Construction or maintenance activities, which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval by the District.

(i) For Surface Water Management Systems that require on-site wetland mitigation as defined in Section 1.7.24 or which require ongoing monitoring and maintenance, the Association shall be required to include in their annual budget and as part of the Assessments made pursuant to Article

10 hereof sufficient funds for monitoring and maintenance of the wetland mitigation areas on an annual basis until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

23.12 All of the covenants, conditions and restrictions contained herein shall be enforceable by the City of St. Petersburg, Florida, and by acceptance of delivery of a deed or other instrument of conveyance with respect to any Unit covered hereby, each Owner, and his successors' and assigns, consents to said enforcement power. Nothing herein shall be construed, however, so as to impose upon the City of St. Petersburg, Florida, any obligation or requirement to investigate, police-or act to enforce any violation thereof. Furthermore, prior to initiation of any formal proceeding-to-enforce any provision hereof, the City of St. Petersburg, Florida, first shall serve written demand upon the then existing Board of Directors or other governing body of the Association designated herein, allowing such Board thirty (30) days within which to compel such compliance with this Declaration, or if said compliance cannot be obtained within said time, to initiate and thereafter diligently pursue legal action to compel such compliance. No omission or failure to act by the City of St. Petersburg, Florida, under this paragraph with respect to any individual or collective violations of this Declaration shall be construed as, nor shall it constitute, any waiver, relinquishment, or estoppel as to the City of St. Petersburg's subsequent right to enforce the same or any other violation hereof. To the extent this Declaration or any provision hereof contains any development, construction or other requirements more stringent than the standard provisions for subdivision development or building construction contained in the City Code for the City of St. Petersburg, the more strict standards shall apply. In this regard, the City of St. Petersburg, Florida, shall have the right to deny any building permit or certificate of occupancy sought for any structure upon the property covered by this Declaration, if the plans and specifications therefore do not meet with the strict requirements of this Declaration, in addition to any requirements of general application to such structures under the then existing Town Code. In the event the City of St. Petersburg, Florida, is hereunder, it shall be entitled to recover, in addition to the fee for all legal services rendered incident thereto on behalf of the City of St. Petersburg, Florida.

IN WITNESS WHEREOF, the Association has caused this Declaration to be made and executed as of the day and year written below.

Witness

By:

(name, typed or printed)

Mangrove Cay Condominium
Association, Inc.

By: _____

Signature

Witness

Signature: _____

Witness

President (name, typed or printed)

By: _____

(name, typed or printed)

ATTEST:

By:

Signature

Witness

Signature: _____

Secretary (name, typed or printed)

STATE OF FLORIDA
COUNTY OF
PINELLAS

Sworn to or affirmed and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this ____ day of _____, 2021, by
_____ name of person making statement).

_____ Personally Known
_____ Produced Identification

(Signature of Notary Public- State of
Florida)

Type of Identification Produced

(Print, Type, or Stamp Commissioned
Name of Notary Public)