

Prepared by and Return to:
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CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
LAS CASAS, A CONDOMINIUM**

We hereby certify that the attached amendment to the Declaration of Condominium (herein, the Declaration") which Declaration is originally recorded at Official Records Book 593, Page 75 et seq. of the Public Records of Manatee County, Florida, was approved and adopted at a Special Meeting of the Association Membership held on August 30, 2008, by the affirmative vote of not less than two-thirds (2/3) of the voting interests of the Association, as required by Article 6.4 of the Declaration of Condominium and received mortgagee consent and joinder as required by Article 6.5 of the Declaration and by Section 718.111, Florida Statutes, which such joinders are attached hereto.

DATED this 19th day of February, 2009.

Signed, sealed and delivered
in the presence of:

LAS CASAS OWNERS
ASSOCIATION, INC.

sign:

Deborah Lorch

By:

Noreen A. McHugh
Noreen McHugh, President

print:

Deborah Lorch

sign:

[Signature]

print:

Steven D. Hatten

Signed, sealed and delivered
in the presence of:

sign:

Carolyn S. Werner

By:

Paula Cooke
Paula Cooke, Secretary

print:

CAROLYN S. WERNER

sign:

Mary A. Phillips

print:

Mary A. Phillips

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

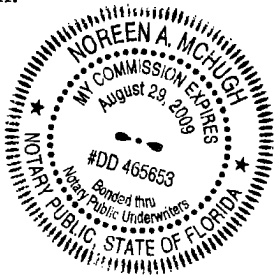
The foregoing instrument was acknowledged before me this 19 day of February, 2009, by as Noreen McHugh as President of Las Casas Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC
sign [Signature]
print _____
State of Florida at Large (Seal)
My Commission expires:

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 17th day of February, 2009, by Paula Cooke as Secretary of Las Casas Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or ~~has produced~~ _____ as identification.



NOTARY PUBLIC
sign Noreen C. McHugh
print Noreen A. McHugh
State of Florida at Large (Seal)
My Commission expires: 8/29/09

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
LAS CASAS ASSOCIATION, INC.

*(Substantial rewording of Declaration of Condominium.
 See existing Declaration of Condominium for present text.)*

ARTICLE 1.
DEDICATION

That certain real property and improvements thereon situate in the County of Manatee, State of Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein, has by this Declaration of Condominium been submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein 'the Condominium Act'). The original Declaration of Condominium of Las Casas, a Condominium, was recorded in the Official Records of Manatee County, Florida at Book 593, Page 75 et seq., on February 1, 1973.

ARTICLE 2.
DEFINITIONS

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and Association Bylaws shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation and Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Declaration of Condominium, Articles of Incorporation or Bylaws is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

2.1. Article of Incorporation or Articles means the Articles of Incorporation for Las Casas Association Inc., as amended from time to time.

2.2. Association means Las Casas Association, Inc., its successors and assigns.

2.3. Board of Directors or Board means the board of directors of the Association which is responsible for the operation and administration of the Association.

2.4. Bylaws means the Bylaws of the Association, as amended from time to time.

2.5. Common Elements means the common elements of the Condominium, which include the land and all other parts of the Condominium not located within the Units and include, but are not limited to the following items:

Amended and Restated
 Declaration of Condominium
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(a) Any utility areas and installations of the utility services which are available to more than one Unit or to the common elements.

(b) All driveways, sidewalks, paths and other means of ingress and egress not located within the Unit Building Sites.

(c) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wires of pipes within the common elements.

(d) The well, and any component thereof, including but not limited to piping, tubing, wiring and pump, which services the Club House.

2.6. Common Expenses means all expenses properly incurred by the Association and shall include all expenses of administration of the Condominium and the Association and expenses of maintenance, operation, repair or replacement of the common elements and of the portions of Units to be maintained by the Association, including but not limited to:

(a) Fire and other casualty and liability insurance as provided herein.

(b) Costs of management of the Condominium, administration costs of the Association, including professional fees and expenses.

(c) Costs of water, operation and maintenance of sewage facilities, electricity, and other utilities which are not metered to the individual Units. The Association shall pay the cost of basic and standard cable television service. The cost of pest control service and any premium or additional cable television service shall be the responsibility of the respective Unit Owners.

(d) Labor, materials and supplies used in conjunction with the common elements.

(e) The cost of such additional land and improvements as may be purchased and added to the Condominium as common elements or Association property by action of the Board of Directors as provided herein.

(f) Damages to the condominium property in excess of insurance coverage.

(g) Expenses of rental, membership fees, operations, replacements and other undertakings in connection with any agreements that may be entered into by the Association for the acquisition of leaseholds, memberships or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium which are intended to provide for the enjoyment, recreation or other use or benefit of Unit Owners.

(h) Salary of a management company and other expenses incurred in the management of the condominium property.

(i) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Association Bylaws.

2.7. Condominium means all of the condominium property of Las Casas, a Condominium, as a whole when the context so permits, as well as the meaning stated in the Condominium Act

2.8. Declaration of Condominium or Declaration means the Declaration of Condominium of the Condominium.

2.9. Limited Common Elements means and includes those common elements which are reserved for use of a certain Unit or Units to the exclusion of the other units. The common elements located within the boundaries of a Unit Building Site shall be limited common elements and their use and enjoyment shall be limited to the Unit Owner of the Unit constructed on said site.

2.10. Unit Building Site means that certain parcel of land within the Condominium which is numbered and identified by the same number as the Unit constructed on said site and the boundaries of which are delineated in Exhibit "A" attached hereto.

2.11. Unit Owner means the owner of a Condominium parcel.

2.12. Utility Services shall include, but be limited to, electric power, hot and cold water, gas, heating, refrigeration, air-conditioning and garbage and sewage disposal.

ARTICLE 3. IDENTIFICATION

3.1. Name and Address. The name by which this Condominium is to be identified and known is Las Casas, a Condominium (herein, "the Condominium"), and its street address is 7209 Las Casas Drive, Sarasota, Florida. The principal corporate office address shall be determined from time to time by the Association Board of Directors.

3.2. The Land. The legal description of the lands which have been submitted in fee simple to the condominium form of ownership are the lands lying in Manatee County, Florida, described in Exhibit "A" attached hereto and made a part hereof (herein, "the Lands") subject to the easements, restrictions and other matters set forth therein or hereinafter described.

ARTICLE 4. DEVELOPMENT PLAN

4.1. Development Plan. The Condominium is described and established as follows:

4.2. Survey. A survey of the land, a graphic description of the Units and the improvements of the Condominium and a plot plan locating the Units and the improvements and identifying the common elements and each Unit and the approximate locations and dimensions of such Units and buildings and other improvements to be placed upon the land, is attached hereto as Exhibit "A" and incorporated herein, which exhibit was originally recorded in Condominium Book 3, Pages 75-76, Public Records of Manatee County, Florida.

4.3. Easements and Use Rights. Each of the following easements are hereby, reserved in perpetuity and otherwise created, granted and conveyed to the Association and the Unit Owners and are covenants running with the land of the Condominium:

(a) **Utilities.** As may be required for utility services in order to adequately serve the Condominium, all units, all improvements and all portions hereof. Utility easements may be granted by the Association to any public or private utilities as may be necessary or desirable to provide utility services for the benefit of the Condominium. Easements through a Unit shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner.

(b) **Pedestrian and Vehicular Traffic.** For pedestrian traffic over, through and across any sidewalks, parking areas, paths, walks, roads, streets and lanes, as the same may from time to time exist, upon the common elements or limited common elements; and for vehicular traffic over, through and across such portions of the common elements as may from time to time be intended for such purposes, but the same shall not give or create in any person the right to drive or park upon any portions of the condominium property.

(c) **Easement for Unintentional and Non-Negligent Encroachments.** If any improvement constructed on a Unit or if any Unit shall encroach upon any common element or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit owner, then an easement appurtenant to such encroaching improvements, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon Unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) **Maintenance and Repairs.** The right to enter over, through and upon all the condominium property for the purpose of maintaining, repairing and replacing any portions of the Condominium that are the responsibility of the Association; provided, however, that entry

upon a Unit except in the case of an emergency shall be permitted only with the consent of the Unit Owner or pursuant to legal process.

- (e) Other Easements. Other easements, if any, set forth in Exhibit "A".

4.4. The Associations' Right to Amend or Relocate Easements and Create Additional Easements. The Association shall at all times subsequently have the right, power and authority to declare and create, convey and dedicate, modify, relocate and amend, from time to time, without joinder and consent of any Unit Owner, mortgagee, or lienor, or, with respect to the Association, reasonable easements over, upon, in and through the Condominium Property for drainage, utility or other purposes and for ingress and egress, provided however, that at the time of the creation of such easements and at the time of the modification or amendment any such easements, such easements and such modifications and amendments shall not unreasonably interfere with the peaceful and lawful use and enjoyment of the Condominium Property and the Units by the Unit Owners.

ARTICLE 5. UNITS

5.1. The Units. Each Unit, together with space within it, together with all appurtenances thereto, shall, for all purposes constitute a separate parcel of real property which is owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration of Condominium or the Condominium Act.

5.2. Unit Numbers. There are twenty-two (22) Units in the Condominium, numbered 1 to 22 inclusive. Each Unit is numbered as such and is located substantially as shown on Exhibit "A" attached hereto.

5.3. Units and Improvements. The Condominium includes twenty-two (22) Units as located on Exhibit "A".

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

- (i) Upper Boundary - the horizontal plane of the undecorated finished ceiling.
- (ii) Lower Boundary - the horizontal plane of the undecorated finished floor.
- (iii) Perimetrical Boundaries. Perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit.

5.5. Appurtenances to Units. The ownership of each Unit shall include and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium Property which shall include but not be limited to:

(a) **Common Elements and Common Surplus.** The undivided share in the land and other common elements and in the common surplus which are appurtenant to each Unit as follows: an undivided 1/22 share to each unit.

(b) **Limited Common Elements.** An undivided share in and exclusive use of the limited common elements appurtenant to the unit.

(c) **Association Membership.** The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

(d) **Improvements Within Unit Boundaries.** All improvements constructed within the boundaries of a Unit shall belong solely and exclusively to the owner of such unit. Such improvements once constructed within a Unit cannot be conveyed, assigned, transferred or encumbered in any manner except as an appurtenance to the particular unit. A transfer of a Unit automatically transfers all improvements thereon, whether or not such improvements are referred to in the instrument affecting the transfer.

(e) **Shared use of the well** which services both units located on the boundary line separating the unit and an immediately adjacent unit.

5.6. Liability for Common Expenses. Each Unit shall be liable for an equal 1/22 share of the common expenses and assessments of this Condominium.

5.7. Ownership of Common Elements and Common Surplus. Each Unit in this Condominium will own an equal 1/22 share in the Common Elements and common surplus of this Condominium.

ARTICLE 6. MAINTENANCE, ALTERATION AND IMPROVEMENT

6.1. Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

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

(a) All common elements.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of Unit Building Site that service part or parts of the Condominium other than the Unit within which contained.

(c) All of the lawns within both the common elements and the limited common elements.

(d) All of the shrubs, bushes and all other landscaping located within the common elements but not within the limited common elements (except as to lawns). The Association's responsibility with regard to lawn maintenance in the limited common elements is limited only to mowing, lawn feeding and weed treatment. The Association shall not be responsible for the replacement of a dead or dying lawn. The Association may, within its sole discretion, remove any rotten, decaying or other hazardous condition found in any vegetation wherever located.

(e) All palm trees on common elements. Any palm trees located on limited common elements will be maintained by the Association to the extent of trimming only. Any further maintenance or replacement shall be the sole responsibility of the Unit Owner.

(f) All incidental damage caused to a Unit by any maintenance, repair or replacement performed by the Association shall be repaired promptly at the expense of the Association.

6.3. Maintenance by the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) Except as otherwise provided herein, to maintain, repair and replace, at the Unit Owner's expense, the limited common elements and all portions of the Unit (except the portions to be maintained, repaired and replaced by the Association). Such shall be done without disturbing the rights of other Unit Owners.

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

(c) To maintain, at the owner's expense, all trees, shrubs, bushes and other landscaping (except maintenance of lawns as stated in Article 6.2(d) and trimming of palm trees as stated in Article 6.2(d)) located within the limited common elements assigned to the owner's Unit. A Unit Owner shall also maintain and replace any landscaping planted by the Unit Owner. All removal or planting must have prior written approval of the Board of Directors.

(d) To share equally any expenses incurred for maintenance, repair and replacement of the well located on unit building boundary line separating the two units that it services and any components thereof, including but not limited to piping, tubing, wiring or pump, even if such components are installed in only one unit serviced by the well. Additionally,

the two units serviced by the well shall share equally the cost of electricity even if metered only to one unit.

6.4. Alteration and Improvement by the Association. The Board of Directors may alter, improve and add to the common elements and Association property, provided that any expenses for such purpose exceeding \$5,000 shall not be made without prior approval by not less than two-thirds (2/3) of all members of the Association, at an Association meeting called in whole or in part for that purpose. This limitation shall not apply to expenditures for the purpose of maintenance, repair, replacement, preventive maintenance or protection of the condominium property or compliance with a governmental order.

6.5. Alteration or Improvement by the Unit Owner. No Unit Owner may alter, modify or remove the exterior or exterior appearance of any portion of a unit, the limited common elements or the common elements without obtaining prior written approval of the Association Board of Directors. If such approval is granted by the Association, it shall be the Unit Owner's responsibility to maintain, repair, and replace the alterations. No Unit alteration may be constructed which encroaches upon the common elements without the unanimous Unit Owner and lien owner joinder and consent required by the Condominium Act. A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of such work. No Unit Owner may make any alteration or additions which would jeopardize the safety or soundness of the unit, the common elements or impair any easement.

6.6. Neglected Maintenance by Unit Owner. In the event a Unit Owner fails to perform any maintenance, repair or replacement for which the Unit Owner is responsible then upon the sending of not less than twenty (20) days notice to the Unit Owner, or without that notice in the event of an emergency, the Association may perform the needed work and shall charge the Unit Owner the cost of that work plus a charge determined by the Board not to exceed twenty-five percent (25%) of the cost, to compensate the Association for overhead and administration. The total amount shall be collectible by the Association in the same manner as an assessment for Common Expenses.

6.7. Enforcement of Unit Owner Maintenance Responsibilities. In the event the owner of a Unit fails to maintain, repair or replace the well or any components thereof, including but not limited to piping, tubing, wiring and pump or any other portion of the Unit or limited common elements as required in this Article, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions and shall be entitled to recover court costs and reasonable attorney's fees; or the Association shall have the right, after providing the owner reasonable notice and an opportunity to comply, to assess the Unit Owner and the Unit for the necessary sums to make the necessary improvements or corrections. After such assessment, the Association shall have the right for its agents to enter a Unit and perform the necessary work. The Association shall have the same remedies to collect such an assessment, including but not limited to lien rights, as it has for an assessment for common expenses.

ARTICLE 7. ASSESSMENTS

The making and collection of assessments against Unit Owners for the common expenses shall be pursuant to the Condominium Act, Association Bylaws, Articles of Incorporation and Declaration of Condominium and is subject to the following provisions:

7.1. Establishment. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and such other assessments as are specifically provided for in this Declaration, the Articles of Incorporation and the Bylaws. In addition, the Board of Directors shall have the power to levy special assessments against the Unit Owners in proportion to each Unit's share of the common expenses, if necessary to cover the unanticipated expenditures which may be incurred during the fiscal year. The procedure for the determination of all assessments shall be as set forth in the Bylaws and this Declaration.

7.2. Collection. Assessments and installments on such assessments paid on or before thirty (30) days after the date first due, shall not bear interest. Once a Unit Owner is thirty (30) days or more past due in the payment of any assessment or installment thereon then each payment due shall bear interest at the highest rate allowed by law from the date first due until paid and shall incur a late charge equal to the greater of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent payment. All payments upon account shall be first credited to any interest and late charges, then to any collection costs and attorney's fees incurred incident to the collection effort and then to the assessment payments first due. All interest and late charges collected shall be credited to the general expense account.

7.3. Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessment, interest, late fees, costs and attorneys' fees against the owner of such condominium parcel until paid. Such lien shall also secure subsequent assessments, interest and late charges, as well as reasonable trial and appellate attorney's fees and costs incurred by the Association incident to the collection of such assessment, performing an owner's maintenance obligations after due notice, or foreclosure of such lien. Such lien shall be executed and recorded in the Public Records of Manatee County, Florida, and perfected as provided by Section 718.116, Florida Statutes. The Association's Board of Directors shall be authorized to file a foreclosure proceeding against a Unit to collect unpaid or delinquent assessments and as otherwise authorized in the Declaration of Condominium.

7.4. Acceleration. If any quarterly assessment is payable in installments and a Unit Owners defaults in payment of an installment, the remaining installments of such quarterly assessment may be accelerated by the Association to maturity by giving the defaulting Unit Owner ten (10) days from receipt of a notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of Directors may require each Unit Owner to establish and maintain a minimum balance deposit with the Association (not to exceed one-fourth of the current annual

assessments) to provide working capital and to cover contingent expenses from time to time. The Association's attorneys are authorized to recover their reasonable attorney's fees incurred in either action. Upon payment of in full, the person making the payment is entitled to a satisfaction of lien.

7.5. Liability for Assessments. A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made.

7.6. Foreclosure. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed, as provided herein, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. A Unit Owner may not be excused from payment of the Unit Owner's share of common expenses unless all other Unit Owners are likewise proportionately excluded from the payment.

ARTICLE 8. ASSOCIATION

8.1. Association. The operation of the Condominium shall be by Las Casas Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth. Notwithstanding anything hereinafter contained or implied to the contrary, the Association shall fulfill its functions and obligations without discriminating against the Unit Owner or any group of Unit Owners.

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

Condominium Act to have the approval of the Board of Directors or the membership of the Association.

8.3. Right of Association to Collect Use Fees; Clean-Up Fees; Security Deposits. If under the terms of this Declaration the Association has the power and authority to allow certain owners and tenants of Unit Owners and/or their guests the exclusive use and occupancy of portions of the Common Elements or Association property (for example, the use of a Hospitality Room for overnight guests or the use of a Club Room or Meeting Room for a private party, seminar or other social function) for various limited periods of time, the Association shall also have the power and authority to charge, levy and collect a use fee and/or clean-up fee and a security deposit from the Unit Owners and/or a Unit Owner's tenant using such facilities. The amount of such fees and charges shall be determined from time to time by the Board of Directors of the Association. The Association shall also have the power and authority to charge a Unit Owner or the tenant of a Unit Owner a security deposit not to exceed the amount of one (1) month's rent to secure the Association against damage to the Common Elements or the Association property when the Unit Owner rents a Unit. The Association shall also have the power and authority to require a Unit Owner or the tenant of a Unit Owner to make a security deposit not to exceed the amount of one (1) month's rent to be held in escrow pursuant to applicable law.

8.4. Additional Powers of Association. The Association shall have the irrevocable right of access into any Unit during personable hours when necessary to make emergency repairs and to do other work necessary for the proper maintenance, repair or replacement of any Common Elements of the Condominium. The Association shall also have the right and power to grant and relocate easements, licenses and permits over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association shall also have the power to adopt and amend rules and regulations governing the details of the operation and use of the Condominium Property.

8.5. Obligations of the Association. The Association shall have all of the obligations imposed upon it by the Florida Condominium Act. In addition, the Association shall make available to Unit Owners and to all Institutional Lenders holding a mortgage on any Unit in the Condominium and to insurers of any first mortgages current copies of the Declaration of Condominium, the Articles and Bylaws of the Association, the Rules and Regulations of the Condominium and all other books, records and financial statements of the Association for inspection during normal business hours.

The Association shall also make available to prospective purchasers current copies of the Declaration of Condominium, the Articles and Bylaws of the Association, the Rules and Regulations of the Condominium and the most recent annual audited financial statement of the Association.

8.6. Bylaws. The administration and management of the Association and the operation of the Condominium Property shall be governed by the Bylaws, a copy of which is attached as Exhibit "D" to this Declaration.

8.7. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair which shall be shared equally by all Units, caused by any latent condition of the property to be maintained by the Association or caused by the elements or other owners or persons.

8.8. Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance to the Unit.

8.9. Membership and Voting Interests and Rights. All Unit Owners in the Condominium are and must be members of the Association. The owner(s) of each Unit shall be entitled to cast one (1) vote (have one (1) voting interest) for each Unit owned as provided in the Bylaws.

ARTICLE 9. INSURANCE

9.1. Authority to Purchase. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association. All insurance policies upon the Condominium Property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of Unit Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificate of mortgage endorsements to the holders of first mortgages on the Units, and if insurance companies shall agree or as otherwise required by law, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents and guests.

9.2. Free Standing Casualty Insurance. Notwithstanding the requirements of Article 9.1, if the Board determines that the members of the Association would realize a reduction in the expense of insuring the condominium property, the Board, in addition to the requirements of 9.3, may then require unit owners to maintain adequate insurance for the condominium property as permitted by Section 718.111(11)(a), Florida Statutes.

9.3. Unit Owners. Pursuant to Section 718.111(11)(c), Florida Statutes, each Unit Owner shall obtain insurance, at his own expense, affording coverage upon all real or personal property located within the boundaries of the Owner's Unit which is excluded from the coverage to be provided by the Association as set forth in that statute. Every insurance policy purchased by a Unit Owner shall provide that the coverage afforded by such policy is in excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association. Each Unit Owner shall have a continuing obligation to provide a certificate of

insurance to the Association, and provide an updated certificate of insurance as the policy is renewed or changed.

9.4. Coverage.

(a) **Casualty.** The structures and all improvements upon the land and all personal property included within the Condominium Property, except such personal property as may be owned by the Unit Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage, with a reasonable deductible clause determined by the Board of Directors. Every hazard insurance policy shall provide primary coverage for:

(i) All portions of the Condominium Property located outside the Units;

(ii) The Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the developer; and

(iii) All portions of the Condominium Property for which the Declaration of Condominium requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "Condominium Property," "building," "improvements," "insurable improvements," "Common Elements," "Association Property," or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance, shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit's boundaries. The foregoing is intended to establish the property or casualty insurance responsibilities of the Association and those of the individual Unit Owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

(b) **Public Liability.** The Association shall purchase and maintain public liability insurance on the Common Elements of at least \$1,000,000, including coverage for legal liability, hired automobile, non-owned automobile and off-premises employee and agent coverage, if applicable.

(c) **Cross-Liability Endorsements.** All liability insurance shall contain cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

9.5. Additional Insurance and Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association, in an amount no less than the maximum funds in the custody of the Association or its management agent at any one time. "Persons who control or disburse funds of the Association", includes without limitation those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association may also purchase additional insurance and/or bonds as it may, from time to time, determine to be necessary or desirable, including but not limited to (a) insurance to cover unpaid and uncollected Assessments, (b) errors and omissions insurance to cover errors and omissions of the Board and officers of the Association, both individual and collective, (c) workmen's compensation insurance, and (d) any other insurance required by Institutional Mortgagees. The Association shall bear the cost of such insurance and bonding as a Common Expense.

9.6. Mortgagee Approval. So long as an Institutional First Mortgagee shall hold a mortgage upon at least a majority of the Units in the Condominium, such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium Property, and the Association shall submit to the mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. If the Association fails to procure any of the requisite insurance coverages hereunder and to pay the premiums therefor, the Institutional Lender will have the right to order and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to such payment. This subparagraph shall be construed as a covenant for the benefit of, and may be enforced by, any such Institutional First Mortgagee.

9.7. Casualty. All of the facilities in the Condominium, including all buildings and improvements and all personal property belonging to the Association or a part of the Common Elements, shall be insured in an amount equal to 100% of their then current replacement cost excluding land, foundations, excavations and other items that are usually excluded from such insurance coverage and with such deductibles, as may be determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered in similar types of projects, including those covered by the standard "all risk" endorsement;

(b) "Master" or "blanket" policy of flood insurance if the Condominium or any portion thereof is located in a special flood hazard area, as defined by the Federal Emergency Management Agency or its successors, in an amount not less than the lesser of (i) the maximum coverage available at subsidized rates under the National Flood Insurance Program for all buildings and other insurable property within the Condominium located within the special flood hazard area, or, (ii) 100% of current replacement cost thereof.

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

limited to, vandalism and malicious mischief and steam boiler coverage of at least \$50,000 if there is a steam boiler in this Condominium.

The casualty policy shall contain a waiver of the right of subrogation against Unit Owners individually, a provision that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of the Unit Owners collectively and a provision that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

9.8. Public Liability. A comprehensive general liability insurance policy shall be carried on the Common Elements and all other areas under the supervision of the Association in an amount of at least \$1,000, 000 for bodily injury, death and property damage for any single occurrence, with excess coverage of at least \$5,000,000. The liability insurance shall provide coverage for death, bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and any liability related to employment contracts to which the Association is a party. Additional public liability insurance shall be carried in such amounts and with such coverages as shall be determined by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

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

9.10. Notice of Cancellation or Changes; Premiums. All insurance policies purchased by the Association shall require the insurer to give the Association and each holder of a first mortgage on a Unit in the Condominium at least ten (10) days prior written notice before it cancels or substantially changes the coverage for the Condominium. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.11. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided, however, that no claims relating to an individual Unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional lender holding the mortgage; and provided further, that if the institutional first mortgagee who holds mortgages securing a greater aggregate indebtedness than any other mortgagee requests the Association to appoint an independent institutional insurance trustee, the Association shall appoint such a trustee to handle the collection and disbursement of all casualty and property insurance proceeds; and provided further that no claims in excess of \$250,000 affecting the Common Elements shall be settled without the consent of all institutional first mortgagees.

9.12. Reconstruction and Repair. If any part of the Condominium Property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated. Notwithstanding anything

hereinbefore contained or implied to the contrary, if the Condominium or any part thereof is damaged by fire or other casualty, such damage shall be restored and repaired according to the original plans and specifications unless those Institutional Lenders holding first mortgages on at least 51% of the Units agree otherwise.

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

9.14. Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the then Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty or other damage shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair, except for damage or destruction caused by the intentional or negligent act or omission of a Unit Owner which shall be the responsibility of that Unit Owner to the extent not covered by insurance.

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

9.16. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, which amount shall be part of the common expenses of the Association assessed against Unit Owners.

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

9.18. Institutional Lender's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional lender holding the greatest dollar volume of Unit mortgages, such institutional lender(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, the mortgagee(s) shall be subrogated to the assessment and lien rights of the Association against the individual Unit Owners for the payment of such item of common expense.

9.19. Personal Insurance. Each individual Unit Owner shall be responsible for purchasing, at his, her or its own expense, liability insurance to cover accidents occurring within the Unit or on that Unit's Limited Common Elements, insurance coverage for all personal property, and insurance coverage for all glass and screens in all windows and sliding doors. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

9.20. General Requirements. If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to any claims against Unit Owners, the Association, their respective servants, agents and guests. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of Directors of the Association shall not be responsible for the quality or financial responsibility of the insurance companies, provided they are licensed to do business in the State of Florida.

9.21. Equitable Relief. Any Unit Owner and any Institutional Lender owning and holding a mortgage encumbering a Unit in this Condominium shall have the right to petition a court having equity jurisdiction in and for the county where the Condominium Property is located for equitable relief relating to the provisions, rights and obligations of this Article.

9.22. Damage by Unit Owner. In the event any damage not covered by insurance is caused to any Unit and/or the Common Elements by a Unit Owner or a tenant, occupant, guest, licensee or invitee thereof or any pet of the foregoing, such damage shall be repaired at the cost and expense of the Unit Owner.

ARTICLE 10. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

10.1. Partial Destruction. In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association. If the proceeds are in excess of an amount equal to the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association Board of Directors. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board of Directors. The insurance carrier shall not be responsible to assure that the proceeds are paid over to the trustee or are properly applied as provided herein. The bank shall disburse the proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are not sufficient to pay the cost of the reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any Unit Owner, but if it is determined by the Board of

Directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of a Unit Owner, such Unit Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds which sum shall be payable by such Unit Owner within thirty (30) days after delivery of written notice of the assessment. In the event the insurance proceeds are equal to or less than the amount of the total budget, they need not be placed in trust but shall be held by the Association and applied directly by the Board of Directors for the above purposes.

10.2. Total or Substantial Destruction. In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds of the Units vote to terminate the condominium. Except for the consent of institutional first mortgagees pursuant to paragraph 18, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner described.

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

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

ARTICLE 11. USE RESTRICTIONS

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

11.1. Occupancy and Use of Units. Each Unit shall be used exclusively as a single family residential dwelling. Single Family shall mean occupancy by a single housekeeping Unit composed of one (1) person; two (2) people no matter how related; or three (3) or more adult persons all of whom are related to each other by blood, marriage, adoption or legal designee of a parent for a minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of the

Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap or other protected classification under federal and Florida fair housing laws. Also, not more than four (4) persons may occupy a unit at any time, subject to the same legal constraint. These limits shall not apply to occupancy of a Unit by a person for a period of not more than thirty (30) days in any calendar year. No business or trade (including but not limited to garage sales and yard sales) shall be permitted to be conducted thereon or therein. Due to the Association's duties, it shall be exempt from the prohibition of conducting business or trade on the condominium property.

11.2. Corporations, Partnerships and Other Entities. The sale, transfer or lease of a Unit to a corporation, partnership, trust or other entity shall be conditioned upon (a) the prior designation by the purchaser, transferee or tenant, as the case may be, of the one single family or individual that will use the Unit as a single family residence and (b) the prior approval by the Board of Directors of the designated single family or individual. No transient or general tourism type use of a Unit by a corporation, partnership trust or other entity shall be permitted. The single family or individual designated as the user and occupant of the Unit owned by a corporation, partnership, trust or other entity shall not be changed more than twice during any one calendar year except in connection with the approved sale, transfer or lease of the Unit. Use of a Unit owned by a corporation, partnership, trust or other entity by others than the designated and approved single family or individual shall be subject to the same restrictions and limitations contained in the Declaration and/or the Rules and Regulations of the Association on the leasing, lending and/or loaning of Units that are applicable to the other Units.

11.3. Alterations. A Unit Owner may not do any of the following without the prior written consent of the Association Board of Directors (except as may be otherwise authorized by the provisions of Article 6 hereof: paint or otherwise change the appearance of any exterior wall, door, window, patio, screened terrace, balcony, or any exterior surface; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a Unit; erect any exterior lights or lighting fixtures or signs; place any signs or symbols in windows or on any balcony or exterior surface; erect or attach any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the Unit) to the Unit or to the Common Elements; erect, construct, or maintain any wire, antennas, air conditioners, garbage or refuse receptacles, or other equipment or structures on the exterior of any building or on or in any of the Common Elements. Also, no Unit alteration may be constructed which encroaches upon the common elements without the unanimous Unit Owner and lien owner joinder and consent required by the Condominium Act.

11.4. Use of Limited and Common Elements. Limited and Common Elements must be kept free at all times from obstructions and encumbrances such as bicycles, hoses, carts, chairs, benches, tables and other personal property, except when such property is in use. Cooking grills and lawn furniture may be used temporarily in the limited or common areas, but must be removed immediately thereafter. The common elements shall be used for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

11.5. Lawful Use. No immoral, improper, offensive, hazardous or unlawful use shall be made of a Unit or the Common Elements. The feeding of wild animals is prohibited. Violations of laws, ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction there over, relating to any portion of the Condominium Property shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. The occupants and Unit Owners shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit and shall promptly pay their Unit's share of all Common Expenses.

11.6. Interference, Annoyance or Nuisance. Occupants of Units shall not suffer, permit or maintain in their Unit loud noises or obnoxious odors, nor otherwise unreasonably interfere with the rights of other Unit Owners. No use or practice shall be permitted which is a source of unreasonable annoyance to residents or other occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property. No noxious or offensive activity shall be carried on or in any Unit, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to other owners or residents. No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes undue interference with the television or radio reception in other Units.

11.7. Fires or Health Hazards. No fire or hazard shall exist within the Condominium Property.

11.8. Partition and Structural Alterations. No condominium parcel or Unit shall be divided or subdivided or severed from the realty, nor shall any Unit be subject to partition in kind and all Unit Owners do, by their acceptance of a conveyance of such Unit, waive any right to a partition in kind. No structural alterations or structural changes shall be made on or in a Unit without the prior written approval of the Board of Directors. However, a Unit may be combined with an adjacent Unit and occupied as one Unit.

11.9. Hazard. Unit Owner shall permit or suffer anything to be done or kept in his Unit which would be a health, safety or fire hazard or which will increase insurance rates on his Unit, the Common Elements or on the Condominium Property.

11.10. Television and Other Outdoor Antenna. There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling house, nor shall any such antenna be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring dwelling houses. However, with the consent of the Board of Directors a satellite television antenna which is (a) no larger than 1 meter in diameter, (b) placed on the ground, or on a post no higher than five (5) feet, or on the side of a house and located either on the side of the residential house or in the back of a residential house, (c) screened by a hedge or fence which is approved by the Board of Directors, (d) compatible with the residential character and appearance of the subdivision, (e)

in compliance with such other written specifications that the Board of Directors shall promulgate in writing from time to time, and (f) in compliance with the Declaration of Condominium may be installed on a residential lot. This restriction will not be enforced if it (i) unreasonably delays or prevents installation, maintenance or use of a protected antenna, as defined hereafter; (ii) unreasonably increases the cost of installation, maintenance or use of such antenna or (iii) precludes reception of an acceptable quality signal. A protected antenna is one designed to receive broadcast satellite service, including direct to home satellite services, including distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services and that is one meter or less in diameter or diagonal measurement, or an antenna that is designed to receive television broadcast signal.

11.11. Age. No child under sixteen (16) years of age shall be permitted to occupy (either overnight or for a day visit) any Unit for more than thirty (30) days in any calendar year. A child having his or her 16th birthday in the year of closing of a Unit shall not be subject to the foregoing restriction. This Section shall not be valid or enforceable unless the Association complies with the requirements of federal law so as to validly be a community restricted to residence by older adults. Las Casas Condominium is operated and intended to provide housing for residents who are fifty-five (55) years of age or older, each Unit shall (unless vacant) be occupied by at least one person fifty-five (55) years of age or older and a Unit may not be occupied unless that condition is met. Notwithstanding the foregoing, a Unit occupied by the surviving spouse of a resident may continue to be occupied by that spouse and a Unit may be occupied by a person who acquires ownership of a Unit by inheritance or devise, without regard in any such instance to the occupant's age, provided that despite such occupancy in any instance, at least eighty percent (80%) of the Units in the condominium are occupied by at least one person fifty-five (55) years of age. Also, the requirement that each unit shall be occupied by at least one person fifty-five (55) years of age or older shall not apply to occupancy of a unit by any person owning or occupying a Unit on the initial effective date of that requirement nor to any spouse of such a person, provided that it shall apply to each tenant upon the expiration of the lease. To aid in enforcement of this section and to comply with federal law, each Unit occupant shall provide to the Association Board of Directors a copy of the occupant's driver's license, passport, birth certificate, other reliable government-issued identification or by affidavit, as the Association shall determine.

11.12. Parking. No vehicles of any kind shall be parked or stored except inside the enclosed garage. This restriction includes, but is not limited to, trucks (including pick-up trucks), trailers, boats racing cars, recreational vehicles, commercial equipment or family type non-commercial automobiles. Parking of vehicles in the drive way or street is prohibited except for short periods of time and visitors.

11.13. Commercial Vehicles. Commercial vehicles may be parked on streets or driveways during the performance of construction, repair, or service functions to Units and the limited and common areas by tradesmen or owners, but such parking must be limited to the

actual time during which such services are being performed. Repairs and maintenance of commercial vehicles may not be performed on streets or Unit driveways.

11.14. Pets. All Unit Owners and their tenants and guests are responsible for collecting and disposing of their pet's waste from any portion of the condominium property including limited and common elements. Pets must be leashed at all times.

11.15. Leasing. Leasing or renting of a Unit or Units by a Unit Owner is not prohibited but is restricted. No portion of a Unit (other than an entire Unit) may be rented or leased. No Unit Owner (except an Institutional Lender, to the extent not prohibited by the Condominium Act) may rent or lease a Unit for a term of less than ninety (90) days nor more than twice in any one calendar year. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. The leasing and renting of Units shall also be subject to the prior written approval of the Board. Any Unit Owner desiring to rent or lease a Unit shall submit such request in writing to the Association setting forth the name of the lessee, and supply such information as may be required by the Association. Approval of tenants shall not be unreasonably withheld. The Association may charge a fee in connection with each request for leasing approval but no such fee shall be in excess of the expenditures reasonably required for such lease approval, nor shall such fee be in excess of the maximum allowed by law. Provided, however, that no lease granted shall in any way be violative of or vitiate or lessen any part of this Declaration or any restrictions upon the use or occupancy of the Unit as herein established, or, as may be hereafter established, in the Public Records of Manatee County, Florida. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of tenant or tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or tenant's guests and special assessments may be levied against the Unit Owner in connection therewith. All leases shall be, as are hereby made, subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

The Board of Directors of the Association may by rules and regulations restrict and limit the loaning or lending of Units by the Unit Owners. Tenants may not loan or lend the Unit(s) they are renting.

During the period of time that a Unit is leased or loaned to others, the Unit Owner and the Unit Owner's family or guests shall not have the right to use or occupy the common Elements.

11.16. Rules. Reasonable rules concerning the use of the Condominium property may be made and amended from time to time by the Association, in the manner provided by its Articles of Incorporation and Bylaws. Copies of such rules and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium by request.

The owners, tenants and occupants of Units shall abide by all provisions of this Declaration and all rules promulgated by the Association.

ARTICLE 12. MAINTENANCE OF COMMUNITY INTERESTS

12.1. Maintenance of Community Interests. The transfer of Units by any owner other than an Institutional Lender shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe.

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

(a) Sale. No Unit Owner other than an Institutional Lender may dispose of a Unit or any interest therein by sale or other transfer without the approval of the Board of Directors of the Association, except to another Unit Owner.

(b) Gift. No Unit Owner shall transfer the Unit by gift or other means of transfer not herein set forth without the approval of the Board of Directors of the Association. This provision shall not be applicable to the immediate family of a Unit Owner.

(c) Devise or Inheritance. A transfer by devise or inheritance shall not be subject to this Article.

12.3. Approval by Association. The approval of the Board of Directors of the Association which is required for the transfer of ownership of Units shall be obtained in the following manner:

(a) Notice to Association.

(i) Sale. A Unit Owner intending to make a bona fide sale or transfer of a Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee and/or such other information as the Association may reasonably require. Such notice, if a sale, at the Unit Owner's option, may include a demand by the Unit Owner that the Association purchase the Unit itself or furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(ii) Gift; Other Transfers. A Unit Owner intending to make a gift of his or her Unit or by any other manner not herein considered or excluded, shall give to the Association notice of the proposed transfer of the Unit, together with such information concerning the new Unit Owner as the Association may reasonably require.

(iii) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove

the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) **Certificate of Approval.** Within twenty (20) days after receipt of such notice and information of a proposed transfer or change of ownership as above set forth, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary, in recordable form, and shall be delivered to the purchaser or proposed transferee by gift and may be recorded in the Public Records of Manatee County, Florida, at the expense of the purchaser or transferee.

(c) **Approval of Corporate Owner or Purchaser.** Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the purchaser or transferee of a Unit is a corporation or other business entity, the approval of ownership by the corporation or other business entity may be conditioned upon requiring that all persons occupying the Unit be also approved by the Association as herein provided.

(d) **Fee for Approval.** The Association may charge a fee in connection with each request for approval but no such fee shall be in excess of the fee authorized by the Condominium Act.

12.4. Disapproval by Association. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand or if the Unit Owner giving notice has acquired his title by gift (except as otherwise provided in Paragraph 12.2(b) hereof) or in any other manner not otherwise heretofore considered or excluded and if the Association shall disapprove the transfer of ownership of such Unit, then within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the Unit Owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(a) If the proposed transaction is a sale, the purchaser shall pay the price stated in the disapproved contract to sell and otherwise comply with all terms and conditions thereof.

(b) If the Unit Owner intends to transfer his or her Unit by gift or in any other manner, the sale price shall be the fair market value determined by agreement between such Unit Owner and the Association or purchaser within twenty (20) days of the delivery or mailing of such agreement, and in the absence of such agreement, within twenty (20) days thereafter, by two (2) M.A.I. appraisers, one hired by the Association and one hired by the Unit Owner and in the event of disagreement between the two (2) appraisers, by arbitration.

(c) Arbitration shall be in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of arbitration shall be paid by the Unit Owner.

(d) The purchase price, if the proposed transaction is a sale, shall be paid as provided in the disapproved contract, and otherwise shall be paid in cash at closing.

(e) The sale shall be closed within twenty (20) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price by the appraisers or arbitration, if such is the case, whichever is the later.

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

(g) If the Association shall fail to purchase or to provide a purchaser as herein required, or if the Association or purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the prior disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which may be recorded in the Public Records of Manatee County, Florida, at the expense of the purchaser or Unit Owner, as the case may be.

12.5. Mortgage. No Unit Owner other than an Institutional Lender who acquires title by foreclosure or deed in lieu thereof may mortgage a Unit or any interest therein without the approval of the Association, except to an Institutional Lender or to a Seller to secure a portion or the entire purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.6. Exceptions. The foregoing provisions of this Article 12 entitled "Maintenance of Community Interests" shall not apply to a transfer or to a purchase by an Institutional Lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings, nor shall such provisions apply to a transfer or sale by an Institutional Lender that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at duly advertised public sale with open bidding provided by law, such as, but not limited to an execution sale, foreclosure sale, judicial sale or tax sale.

12.7. Unauthorized Transactions. Any sale, change of ownership, lease, loan or mortgage which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Association.

12.8. Notice of Lien or Suit.

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

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

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

12.9. No Unlawful Discrimination. The provisions of this Article 12 shall not be used directly or indirectly for the purpose of enforcing unlawful discriminatory policies.

12.10. Time Share Estates. No time share estates may be created in the Condominium or any Unit thereof.

ARTICLE 13. PURCHASE OF UNITS BY ASSOCIATION

13.1. Purchase of Units by Association. The Association shall have the power to purchase Unit s subject to the following provisions:

13.2. Decision. The decision of the Association to purchase a Unit shall be approved by a majority of the Association Board of Directors and approved by seventy-five percent (75%) of the Unit Owners, except as is hereinafter expressly provided for.

13.3. Limitation. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Unit s to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments nor shall the limitation of this paragraph apply to Unit s to be acquired by the Association in lieu of foreclosure of such liens.

ARTICLE 14. COMPLIANCE AND DEFAULT

14.1. Compliance and Default. Each Unit Owner, tenant, guest and occupant of a Unit shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and as these documents and Rules and Regulations may be amended from time to time. Failure of a Unit Owner or occupant to comply shall entitle the Association or other Unit Owners to the relief provided for herein, in addition to the remedies provided by the Condominium Act.

14.2. Enforcement. The Association and its directors, officers and agents are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by entry in to any Unit at any reasonable time during the daylight hours upon reasonable advance notice to the Unit Owner(s) to make an inspection or, correction or to determine compliance.

14.3. Fines. In addition to its other enforcement remedies the Association may levy enforcement fines in the manner provided in Article 16 hereof.

14.4. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Unit Owner's act, neglect or carelessness, or by that of any member of such Unit Owner's family, such Unit Owner's guests, servants, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner or such Unit Owner's family, tenants and/or guests.

14.5. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms or provisions of the Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees to be awarded by the court, whether for trial, appellate or other legal services.

14.6. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 15. AMENDMENTS

15.1. Amendments. An amendment to this Declaration may be proposed either by the Board of Directors of the Association or by the members of the Association who call a special meeting of the membership for that purpose. The text of a proposed amendment shall be included in or with the notice mailed or delivered to Unit Owners of the meeting at which it will be considered. Except as elsewhere provided, approval of a Declaration amendment must be by the affirmative vote of not less than 75% of the Unit Owners present in person and by proxy and voting at a membership meeting called in whole or in part for that purpose. An affirmative vote of 100% of the Unit Owners shall be required to amend the percentages of the common elements, common expenses, and the common surplus as provided herein.

15.2. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent.

15.3. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association and attested by the Secretary or Assistant Secretary of the Association, with the formality of a deed. The amendment shall be effective

when such certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

ARTICLE 16. ENFORCEMENT FINES

16.1. Authority. In addition to other remedies provided to the Association for enforcement of the condominium rules and restrictions, the Association may levy a fine against a Unit Owner for failure of the Unit Owner or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Bylaws, or the Rules or Regulations of the Association.

16.2. Amount. Each fine shall be in an amount determined in each instance as provided in Article not to exceed the amount of \$100 provided that a fine for a continuing violation may be in an amount up to \$100 for each day thereof not to exceed the total amount of \$1,000.

16.3. Notice. Prior to levying any fine, the Association shall provide written notice to the owner of the Unit by personal delivery or by certified mail, return receipt requested, which notice shall include the following:

(a) A statement of the provisions of the Declaration, Bylaws or Association rules which are alleged to have been violated;

(b) A short plain statement of the matters asserted by the Association to constitute the violation, including but not limited to the date or dates of each alleged violation for which a fine may be imposed, as best as can be reasonably determined;

(c) A statement that the Unit Owner will be provided an opportunity for a hearing before a Committee of other Unit Owners, appointed by the Board of Directors in the event such a request is received by the Association not later than fourteen (14) days after receipt of the notice by personal delivery or certified mail;

(d) A statement of the name and address of the person to whom the Unit Owner may request a hearing;

(e) The time, date and place on and at which the hearing shall be held in the event it is timely requested;

(f) A statement that the Unit Owner shall, if a hearing is timely requested, have an opportunity at such hearing to respond to the alleged violation, present evidence and provide written and oral argument on all issues involved, as well as to review, challenge and respond to any material considered by the Committee.

16.4. Hearing. In the event a hearing is timely requested and therefore held, the Committee shall consider all evidence and testimony presented at the hearing prior to the determination whether to impose a fine. Whether or not a hearing is requested and held, the Committee shall determine the amount of the fine, if any, which shall be levied. The Committee's determination shall be transmitted to the Board of Directors which shall formally approve and levy any fine provided by that determination. After a fine is levied, the Association shall provide a demand for payment to the Unit Owner.

16.5. Failure to Pay. In the event a Unit Owner refuses or otherwise fails to pay a fine properly levied, the Association may arbitrate if and as required and proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable attorney's fees of the Association in such collection action, including appellate attorney's fees. Unless otherwise provided by law, no fine shall be a lien against a Unit.

ARTICLE 17. TERMINATION

17.1. Termination. The Condominium may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

17.2. Agreement. The Condominium may be terminated by the approval in writing of all Unit Owners therein, and by all record owners of mortgages thereon.

17.3. Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Manatee County, Florida.

17.4. Share of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the condominium property and all assets of the Association as tenants-in-common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the common elements appurtenant to the owners' Unit prior to the termination of the condominium.

ARTICLE 18. INSTITUTIONAL FIRST MORTGAGES

18.1. Written Consent Required. Except as otherwise specifically provided herein, the written consent of all Institutional First Mortgagees of Units shall be first obtained prior to (a) any change in the percentage of ownership of the common surplus or Common Elements; (b) any change in the percentage of sharing the common expense or assessments; (c) any change in the voting rights; (d) any change in the insurance provisions and (e) the termination of the Condominium. The failure of the Association and Board of Directors to comply with and fully perform the terms of the

Condominium documents and the Condominium Act may constitute an actionable default under the terms of any institutional first mortgage, at the election of such institutional lender.

18.2. Institutional Lenders; Notices. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such eligible institutional lender, insurer or guarantor shall be entitled to timely written notice by the Association of: (a) any proposed Condominium amendment; (b) any proposed termination of the Condominium; (c) any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is first mortgage held, insured or guaranteed by such eligible mortgage holder, insurer or guarantor, as applicable; (d) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder, insurer or guarantor which remains uncured for period of sixty (60) days; (e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and, (f) any proposed action which requires the consent of any specified percentage of Institutional Lenders.

18.3. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request to the Association, to:

- (a) Examine the Association's books;
- (b) Receive notice of Association meetings and attend such meetings;
- (c) Receive notice of an alleged default by any Unit Owner, for whom such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner; and
- (d) Receive notice of any substantial damage or loss to any portion of the Condominium Property.

ARTICLE 19. MISCELLANEOUS

19.1. Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner as may have been designated by that Owner from time to time, in writing, to the Association and in the absence of such address shall be mailed to the address of the Unit. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of

address, which shall be deemed to have been given when received, or five (5) business day after proper mailing, whichever shall first occur.

19.2. Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

19.3. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

19.4. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits attached hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

19.5. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits attached hereto, or, applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions hereof or thereof, all of which shall remain in full force and effect.

19.6. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may have occurred.

19.7. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects and are fully enforceable in accordance with their terms.

19.8. Captions. The captions herein and in the Exhibits attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

**ARTICLE 20.
RECREATIONAL FACILITIES LEASE**

On February 1, 1973, William E. Merrill, Trustee and as Landlord, entered into a certain lease agreement titled "Recreational Facilities Lease" (herein, 'the Lease") with Las Casas Association, Inc., as Tenant. The Lease was recorded in Official Records Book 593, Page 124 et seq. of the Public Records of Manatee County, Florida. On October 31, 1974, the Trustee conveyed the real property and improvements thereon to Las Casas Association, Inc. by virtue of that certain Warranty Deed recorded in Official Records Book 696, Page 940, et seq. of the Public Records of Manatee County, Florida.

Las Casas 35

Southeast corner of
West 1/2 of SE 1/4 of NE 1/4 -

SHEET 2 OF 2 SHEETS

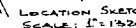
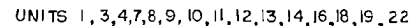
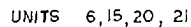
Limited common elements means and includes those common elements which are reserved for use of a certain Unit or Units to the exclusion of the other Units. The use and enjoyment of all the common elements located within the boundaries of a Unit Building Site shall be limited to the Unit Owner of the Unit constructed on said site.

Unit building site means those certain parcels of land within the Condominium which are numbered and identified by the same number as the Unit constructed or to be constructed on said site.

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

Upper Boundary - the plane of the undecorated finished ceiling.
Lower Boundary - the horizontal plane of the undecorated finished floor.

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



SURVEYOR'S CERTIFICATE

I, the undersigned Registered Land Surveyor, hereby certify that a survey was made of the lands shown hereon and that this plat and drawings designated as Exhibit "A" consisting of 2 pages, together with the wording of the Declaration, is a true and correct representation of the lands and the improvements constructed and to be constructed thereon, and that there can be determined therefrom, the identification, location, dimensions, and size of the Common Element, Limited Common Elements and of each Unit.



 Date of Survey: JANUARY, 1973

MORTGAGEE JOINDER AND CONSENT

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

LAS CASAS, A CONDOMINIUM

THE UNDERSIGNED mortgagee of condominium Unit number 2 within Las Casas, a Condominium, pursuant to Article 16.1 of the Declaration of Condominium, hereby joins in and consents to the attached Amended and Restated Declaration of Condominium.

DATED this 6 day of January, 2009.

Witnesses:

Sign: [Signature]
 Print: Sheila D. Pelmat
Sheila D. Pelmat
 Sign: [Signature]
 Print: Jacqueline N. Panaro
Jacqueline N. Panaro
 Assistant Vice President
 STATE OF NEW YORK
 COUNTY OF ECLE

Bank of America
 Sign: [Signature]
 Print: Catherine M. Gorlewski
Catherine M. Gorlewski
 Title: Senior Vice President

The foregoing instrument was acknowledged before me this 6 day of January, 2009, by Catherine M. Gorlewski as the Senior Vice President on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: [Signature]
 Print: Jennifer A. Collier
 State of NEW YORK at Large (Seal)
 My Commission Expires: 9-9-2010

Prepared By and Return to:
 Jeremy V. Anderson, Esquire
 Lobeck & Hanson, P.A.
 2033 Main Street, Suite 403
 Sarasota, FL 34237
 (941) 955-5622

JENNIFER A. COLLIER
 Notary Public - State of New York
 No. 01C05066692
 Qualified in Wyoming County
 My Commission Expires Sept. 9, 2010

MORTGAGEE JOINDER AND CONSENT

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

LAS CASAS, A CONDOMINIUM

THE UNDERSIGNED mortgagee of condominium Unit number 3 within Las Casas, a Condominium, pursuant to Article 16.1 of the Declaration of Condominium, hereby joins in and consents to the attached Amended and Restated Declaration of Condominium.

DATED this 19 day of December, 2008.

Witnesses:

Sign:

Print:

HOLLY M. JARUSEK

Sign:

ASSISTANT VICE PRESIDENT

Print:

Bank of America

Sign:

Print:

Muriel Adams

Title:

Vice President

STATE OF NEW YORK

COUNTY OF ERIE

The foregoing instrument was acknowledged before me this 19 day of December 2008, by MURIEL Adams as the VICE PRESIDENT on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign:

Print:

JENNIFER A. COLLVER

State of NEW YORK at Large (Seal)

My Commission Expires: 9-9-2010

Prepared By and Return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, FL 34237
(941) 955-5622

JENNIFER A. COLLVER
Notary Public - State of New York
No. 01CO5065592
Qualified in Wyoming County
My Commission Expires Sept. 9, 2010

MORTGAGEE JOINDER AND CONSENT

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

LAS CASAS, A CONDOMINIUM

THE UNDERSIGNED mortgagee of condominium Unit number 14 within Las Casas, a Condominium, pursuant to Article 16.1 of the Declaration of Condominium, hereby joins in and consents to the attached Amended and Restated Declaration of Condominium.

DATED this 30th day of DECEMBER, 2008.

Witnesses:

Sign: [Signature]
Print: Kenesia Still

Sign: [Signature]
Print: ELEONOR HAMILTONERIS

PHH Mortgage
Sign: [Signature]

Print: Lisa Rothwein

Title: Asst Vice President

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

The foregoing instrument was acknowledged before me this 30th day of December, 2008, by LISA ROTHWEIN as the Asst. Vice President on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: [Signature]

Print: DOROTHY J. DEMARCO
Notary Public of
Camden County

My Commission Expires Nov. 15, 2011
State of NJ at Large (Seal)
My Commission Expires:

Prepared By and Return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, FL 34237
(941) 955-5622

MORTGAGEE JOINDER AND CONSENT

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

LAS CASAS, A CONDOMINIUM

THE UNDERSIGNED mortgagee of condominium Unit number 17 within Las Casas, a Condominium, pursuant to Article 16.1 of the Declaration of Condominium, hereby joins in and consents to the attached Amended and Restated Declaration of Condominium.

DATED this 5th day of Dec., 2008

Witnesses:

[Signature]
Louis R. Fiore

Sign: [Signature]
Print: MARISSA KERN

Sign: _____
Print: _____

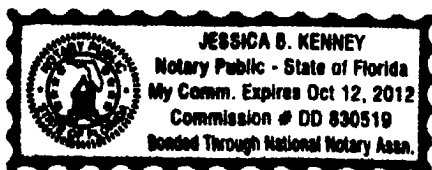
Sign: [Signature]
Print: ADRIANA FULLER

Title: _____

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 5th day of December 2008, by LOUIS B. FIORE as the Mortgagee on behalf of the corporation. He/She is personally known to me or has produced Florida Driver's License as identification.

NOTARY PUBLIC



Sign: [Signature]
Print: Jessica B. Kenney

State of Florida at Large (Seal)
My Commission Expires: 10/12/2012

Witnesses:

Sign: Mary V. Pinney 12/5/8
 Print: MARY V. PINNEY

Sign: JMS
 Print: J BRINSON SANDERS

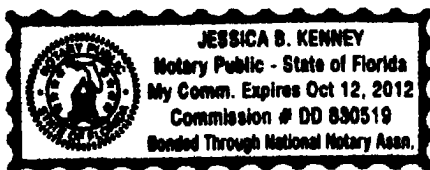
Mary Victoria Pinney
 Mary Victoria Pinney

Sign: [Signature]
 Print: JESSICA KENNEY

Title: _____

STATE OF Florida
 COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 5th day of December 2008, by Mary V. Pinney as the Mortgagee on behalf of the corporation. He/She is personally known to me or has produced Florida Driver's License as identification.



NOTARY PUBLIC

Sign: Jessica B. Kenney

Print: Jessica B. Kenney

State of Florida at Large (Seal)

My Commission Expires: 10/12/2012

Prepared By and Return to:
 Jeremy V. Anderson, Esquire
 Lobeck & Hanson, P.A.
 2033 Main Street, Suite 403
 Sarasota, FL 34237
 (941) 955-5622

MORTGAGEE JOINDER AND CONSENT

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

LAS CASAS, A CONDOMINIUM

THE UNDERSIGNED mortgagee of condominium Unit number 18 within Las Casas, a Condominium, pursuant to Article 16.1 of the Declaration of Condominium, hereby joins in and consents to the attached Amended and Restated Declaration of Condominium.

DATED this 9 day of December, 2008.

Witnesses:

Sign: Kevin Kehe
Print: Kevin Kehe

Sign: Sue Enrich
Print: Sue Enrich

~~GMAC~~ **Mortgage Electronic Registration Systems, Inc. ("MERS")**

Sign: Rebecca Wirtz
Print: Rebecca Wirtz

Title: ASSISTANT SECRETARY

STATE OF IOWA
COUNTY OF BLACK HAWK

The foregoing instrument was acknowledged before me this 9 day of December, 2008, by Rebecca Wirtz as the ASSISTANT SECRETARY on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Sign: G. Hintz

Print: G. Hintz

State of Iowa at Large (Seal)

My Commission Expires: 07/11/2009

Prepared By and Return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, FL 34237
(941) 955-5622

G. HINTZ
NOTARIAL SEAL - STATE OF IOWA
COMMISSION NUMBER 191077
MY COMMISSION EXPIRES JULY 11, 2009

MORTGAGEE CONSENT TO
 AMENDED AND RESTATED
 DECLARATION OF CONDOMINIUM
 LAS CASAS, A CONDOMINIUM

THE UNDERSIGNED mortgagee of condominium Unit number 20 within Las Casas, a Condominium, pursuant to Article 16.1 of the Declaration of Condominium, hereby consents to the attached Amended and Restated Declaration of Condominium.

DATED this 16th day of December, 2008.

Witnesses:

Wells Fargo Bank, N.A Successor By Merger to
 Wells Fargo Home Mortgage, Inc.

Sign: [Signature]
 Print: Alden Berner

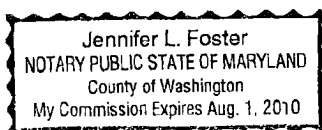
Sign: [Signature]
 Print: Lorna L. Slaughter

Sign: [Signature]
 Print: Jamie McTigue

Title: Vice President

STATE OF Maryland
 COUNTY OF Frederick

The foregoing instrument was acknowledged before me this 16 day of December, 2008, by Lorna L. Slaughter as the Vice President on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Sign: [Signature]

Print: Jennifer L. Foster

State of Maryland at Large (Seal)

My Commission Expires:

Prepared By and Return to:
 Jeremy V. Anderson, Esquire
 Lobcock & Hanson, P.A.
 2033 Main Street, Suite 403
 Sarasota, FL 34237
 (941) 955-5622

MORTGAGEE JOINDER AND CONSENT

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

LAS CASAS, A CONDOMINIUM

THE UNDERSIGNED mortgagee of condominium Unit number 22 within Las Casas, a Condominium, pursuant to Article 16.1 of the Declaration of Condominium, hereby joins in and consents to the attached Amended and Restated Declaration of Condominium.

DATED this 24 day of December, 2008.

Witnesses:

Sign: Kathy Swope
Print: KATHY SWOPE

Sign: Rita Auteri
Print: RITA AUTERI

Fifth Third Mortgage Company

Sign: Philip C. Bodle
Print: PHILIP C. BODLE

Title: AVP

STATE OF OHIO
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 24 day of December, 2008, by Philip C. Bodle as the AVP on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



SARA OHRADZANSKY
Notary Public, State of Ohio
My Commission Expires
February 18, 2013

NOTARY PUBLIC

Sign: Sara Ohradzansky

Print: Sara Ohradzansky
State of OHIO at Large (Seal)
My Commission Expires:

Prepared By and Return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, FL 34237
(941) 955-5622

LAS CASAS ASSOCIATION, INC.

AFFIDAVIT OF NOTICE

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, authorized by law to administer oaths and take acknowledgments, personally appeared Jeremy V. Anderson, Esquire (herein, "Affiant"), who after being by me first duly sworn according to law, deposes and says:

1. Affiant is the attorney for Las Casas Association, Inc. and has personal knowledge of the matters contained herein.
2. As required by Section 718.110(11), Florida Statutes, I did personally prepare and mail the required mortgagee consent and joinders to the mortgagee of record for Units:

#4	Rup/Parodi	Countrywide Home Loans
		Loan #161675322
#5	Guizar	SunTrust
		Loan #0027427558
#8	Wade	SunTrust
		Loan #0029549458
#9	Werner	Wachovia
		Loan #320101000 50 1233
#11	Williams	Financial Freedom
		Loan #3000032636
#12	Woodroof	Wells Fargo
		Loan #0257450395
#13	Fields	Navy Federal Credit Union
		Loan #8008941711
#16	Seymour	Bank of America
		Loan #6801 1006 764799

3. As provided in Section 718.110(11)(d), Florida Statutes, the above referenced mortgagee of records are deemed to have consented to the amendment by their failure to respond within 60 days after the date of the mailing requesting such consent and joinder.

FURTHER AFFIANT SAITH NOT.

JEREMY V. ANDERSON

Sign: [Signature]

Print Name: Jeremy Anderson

Title: Attorney for Association

[CORPORATE SEAL]

The foregoing instrument was sworn to and acknowledged before me this 25TH day of February, 2009, by Jeremy V. Anderson, as the Attorney for Las Casas Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

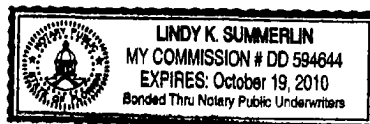
NOTARY PUBLIC

sign [Signature]

print LINDY K. SUMMERLIN

State of Florida at Large (Seal)

My Commission expires:



Prepared by and Return to:
 Jeremy V. Anderson, Esquire
 Lobeck & Hanson, P.A.
 2033 Main Street, Suite 403
 Sarasota, Florida 34237
 (941) 955-5622 (Telephone)
 (941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
 LAS CASAS, A CONDOMINIUM**

We hereby certify that the attached amendments to the Declaration of Condominium (herein, the Declaration") (which Declaration is originally recorded at Official Records Book 593, Page 75 et seq. of the Public Records of Manatee County, Florida), were approved and adopted at a Meeting of the Association Membership held on February 5, 2013, by the affirmative vote of not less than seventy-five percent (75%) of the membership present in person and by proxy and voting, which such approval is sufficient for adoption under Article 15 of the Declaration of Condominium.

DATED this 15th day of July, 2013.

Signed, sealed and delivered
 in the presence of:

LAS CASAS OWNERS
 ASSOCIATION, INC.

sign: Candace B Selby

By:

Noreen A. McHugh
 Noreen McHugh, President

print: Candace B. Selby

sign: Deborah Lorch

print: Deborah Lorch

Signed, sealed and delivered
 in the presence of:

sign: Noreen A. McHugh

By:

Robert Fields
 Robert Fields, Secretary

print: Noreen A. McHugh

sign: [Signature]

print: SALLY S. SWIZAK

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15th day of July, 2013, by Noreen McHugh as President of Las Casas Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign Deborah Lorch

print Deborah Lorch

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15th day of June 2013, by Robert Fields as Secretary of Las Casas Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Noreen A. McHugh

print Noreen A. McHugh

State of Florida at Large (Seal)

My Commission expires:

AMENDMENTS
TO
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
LAS CASAS ASSOCIATION, INC.

[Underlined text indicates new text. Stricken text indicates deleted text.]

ARTICLE 2.
DEFINITIONS

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and Association Bylaws shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation and Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Declaration of Condominium, Articles of Incorporation or Bylaws is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

2.6. Common Expenses means all expenses properly incurred by the Association and shall include all expenses of administration of the Condominium and the Association and expenses of maintenance, operation, repair or replacement of the common elements and of the portions of Units to be maintained by the Association, including but not limited to:

(c) Costs of water, operation, and maintenance of sewage facilities, electricity, and other utilities which are not metered to the individual Units. As provided by law, the Association may enter into bulk contracts for cable and communication services ~~shall pay the cost of basic and standard cable television service.~~ The cost of pest control service and any premium or additional cable television service shall be the responsibility of the respective Unit Owners.

ARTICLE 11.
USE RESTRICTIONS

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

11.3. Use of Limited and Common Elements. Limited and Common Elements must be kept free at all times from obstructions and encumbrances such as bicycles, hoses, carts, chairs, benches, tables and other personal property, except when such property is in use. Cooking grills and lawn furniture may be used temporarily in the limited or common areas, but must be removed immediately thereafter. No hot tub shall be installed, placed, or otherwise used outside of a Unit Building. The common elements shall be used for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

11.17. Permitted Exterior Paint Colors. Within sixty (60) days of the recording of this amendment in the public records of Manatee County, the Board shall adopt paint specifications stating the permitted exterior paint color choices/schemes for unit exteriors. Once adopted, the paint specifications shall be recorded in the public records of Manatee County and shall not be amended without the approval of at least a majority of the unit owners.

Prepared by and Return to:
 Jeremy V. Anderson, Esquire
 Lobeck & Hanson, P.A.
 2033 Main Street, Suite 403
 Sarasota, Florida 34237
 (941) 955-5622 (Telephone)
 (941) 951-1469 (Facsimile)

CERTIFICATE OF ADOPTION

**LAS CASAS, A CONDOMINIUM
 PAINT SPECIFICATIONS**

We hereby certify that the attached exterior paint specifications were approved and adopted at a meeting of the Association's Board of Directors held on Sept 4, 2013, by the affirmative vote of not less than a majority of the Board. Such approval is sufficient for adoption under Article 11.17 of the Declaration which was is originally recorded at Official Records Book 593, Page 75 et seq. of the Public Records of Manatee County, Florida.

DATED this 6th day of September, 2013.

Signed, sealed and delivered
 in the presence of:

sign: [Signature]

print: Steven J Chase

sign: [Signature]

print: Candace B. Selby

LAS CASAS OWNERS
 ASSOCIATION, INC.

By: [Signature]
 Noreen McHugh, President

Signed, sealed and delivered
 in the presence of :

sign: [Signature]

print: STEPHANIE F. GUEZAR

sign: [Signature]

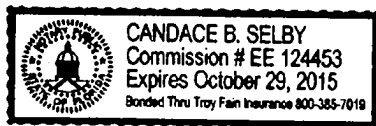
print: NOREEN A McHUGH

By: [Signature]
 Robert Fields, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 6th day of September, 2013, by Noreen McHugh as President of Las Casas Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

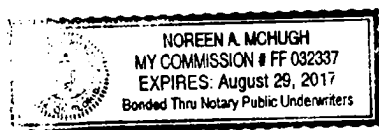


NOTARY PUBLIC

sign Candace B Selby
print Candace B Selby
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4th day of Sept 2013, by Robert Fields as Secretary of Las Casas Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or ~~has produced~~ _____ as ~~identification.~~



NOTARY PUBLIC

sign Noreen A. McHugh
print Noreen A. McHugh
State of FL at Large (Seal)
My Commission expires:

Las Casas Association,
Inc.'s Paint Color Chart

Benjamin Moore Paints:

November Rain	2142-60	Richmond Gold	HC-41	Big Bend Beige	AC-37
Camouflage	2143-40	Roxbury Caramel	HC-42	Mesa Verde Tan	AC-33
Old Prairie	2143-50	Beacon Hill Damask	HC-2	Pismo Dunes	AC-32
Moonlight White	2143-60	Greenmount Silk	HC-3	Hot Springs Stones	AC-31
Simply White	2143-70	Hawthorne Yellow	HC-4	Shenandoah Taupe	AC-36
Mannequin Cream	2152-60	Weston Flax	HC-5	Valley Forge Tan	AC-35
Charleston Brown	PM-23	Windham Cream	HC-6	Cape Hatteras Sand	AC-34
Briarwood	PM-32	Bryant Gold	HC-7	Adobe Dust	2175-40
Annapolis Gray	PM-14	Dorset Gold	HC-8	Peach Blossom	2175-50
Jicama	AF-315	Chestertown Buff	HC-9	Light Salmon	2175-60
Swiss Coffee	OC-45	Blair Gold	HC-22	Peach Parfait	2175-70
Hampshire Taupe	990	Yorkshire Tan	HC-23	Soft Pumpkin	2166-40
Lambskin	OC-3	Pittsfield Bluff	HC-24	Creamy Orange	2166-50
Cimarron	2093-10	Quincy Tan	HC-25	Pale Oats	2166-60
Fresh Clay	2093-20	Monroe Bisque	HC-26	Adobe White	2166-70
Colonial Brick	2093-30	Monterey White	HC-27		
Tate Olive	HC-112	Shelburne Buff	HC-28		
Louisburg Green	HC-113	Dunmore Cream	HC-29		
Saybrook Sage	HC-114	Philadelphia Cream	HC-30		
Flora	AF-470	Waterbury Cream	HC-31		
Lush	AF-475	Standish White	HC-32		
Sussex Green	HC-109	Montgomery White	HC-33		
Wethersfield Moss	HC-110	Wilmington Tan	HC-34		
Nantucket Gray	HC-111	Powell Buff	HC-35		
Crownsville Gray	HC-106	Hepplewhite Ivory	HC-36		
Gettysburg Gray	HC-107	Mystic Gold	HC-37		
Sandy Hook Gray	HC-108	Decatur Buff	HC-38		
Gloucester Sage	HC-100	Putnam Ivory	HC-39		
Hampshire Gray	HC-101	Galveston Gray	AC-27		
Clarksville Gray	HC-102	Ozark Shadows	AC-26		
Danville Tan	HC-91	Harbor Gray	AC-25		
Wheeling Neutral	HC-92	Eclipse	2132-40		
Carrington Beige	HC-93	Dark Pewter	2122-10		
Jamesboro Gold	HC-88	Steep Cliff Gray	2122-20		
Northampton Putty	HC-89	Cloudy Sky	2122-30		
Crown Point Sand	HC-90	Hamilton Blue	PM-6		
Plymouth Brown	HC-73	Platinum Gray	PM-7		
Valley Forge Brown	HC-74	Cliffside Gray	PM-5		
Maryville Brown	HC-75	Barren Plain	211-60		
Townsend Harbor Brown	HC-64	Smoke Embers	AC-28		
Hodley Red	HC-65	San Antonio Gray	AC-29		
Garrison Red	HC-66	Winter Gates	AC-30		
New London Burgundy	HC-61	White Diamond	OC-61		
Somerville Red	HC-62	Baby's Breath	OC-62		
Monticello Rose	HC-63	Winter Snow	OC-63		
Mayflower Red	HC-49	Pure White	OC-64		
Georgian Brick	HC-50	Chantilly Lace	OC-65		
Audubon Russet	HC-51	Snow White	OC-66		
Jackson Tan	HC-46	Ice Mist	OC-67		
Brookline Beige	HC-47	Distant Gray	OC-68		
Bradstreet Beige	HC-48	Mt. Rushmore Rock	AC-39		
Greenfield Pumpkin	HC-40	North Hampton Beige	AC-38		

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
LAS CASAS, A CONDOMINIUM**

We hereby certify that the attached amendment to the Declaration of Condominium (herein "the Declaration") (which Declaration is originally recorded at Official Records Book 593, Page 75 et seq. of the Public Records of Manatee County, Florida), was approved and adopted at a Special Meeting of the Association Membership held on May 29, 2019, by the affirmative vote of not less than seventy-five percent (75%) of the membership present in person and by proxy and voting, which such approval is sufficient for adoption under Article 15 of the Declaration of Condominium.

DATED this 4th day of June, 2019.

Signed, sealed and delivered
in the presence of:

LAS CASAS OWNERS
ASSOCIATION, INC.

sign: Teresa K. Lindsay

By:

Noreen C. McHugh
Noreen McHugh, President

print: Teresa K. Lindsay

sign: Michelle Jimenez Baserva

print: Michelle Jimenez Baserva

Signed, sealed and delivered
in the presence of:

sign: Teresa K. Lindsay

By:

Edward Caraballo
Edward Caraballo, Secretary

print: Teresa K. Lindsay

sign: Michelle Jimenez Baserva

print: Michelle Jimenez Baserva

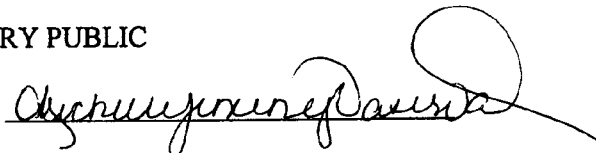
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4th day of June, 2019,
by Noreen McHugh as President of Las Casas Owners Association, Inc., a Florida corporation, on
behalf of the corporation. She is personally known to me or has produced
_____ as identification.

NOTARY PUBLIC

sign

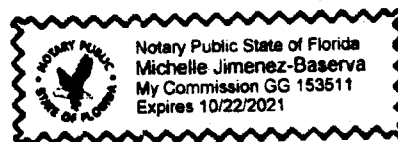


print

Michelle Jimenez-Baserva

State of Florida at Large (Seal)

My Commission expires:

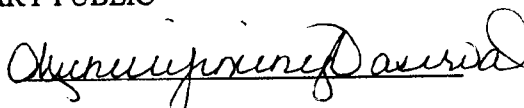


STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4th day of June 2019, by
Edward Caraballo as Secretary of Las Casas Owners Association, Inc., a Florida corporation, on
behalf of the corporation. He is personally known to me or has produced
FL DL as identification.

NOTARY PUBLIC

sign

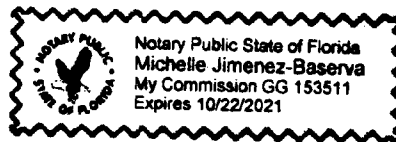


print

Michelle Jimenez-Baserva

State of Florida at Large (Seal)

My Commission expires:



AMENDMENT

DECLARATION OF CONDOMINIUM

LAS CASAS, A CONDOMINIUM

[Additions are indicated by underline.]

**ARTICLE 11.
USE RESTRICTIONS**

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

11.16. Waiting Period for Leasing. A Unit acquired after the effective date of this amendment shall not be leased for a period of twenty-four (24) months following the acquisition of the Unit (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer, in which case the lease will be honored until its expiration and the twenty-four (24) months will then begin tolling. Notwithstanding the foregoing, the following are not subject to the requirement of waiting twenty-four (24) months to lease: 1) A Unit acquired by the Association by foreclosure of a lien for delinquent assessments or by a deed in lieu of such foreclosure; 2) A Unit acquired through inheritance; and 3) A Unit acquired by a trust of which the settlor is the immediate former Owner of the Unit and is a natural person or persons.

[subsequent subsection shall be renumbered accordingly]

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
LAS CASAS, A CONDOMINIUM**

We hereby certify that the attached amendment to the Declaration of Condominium (herein "the Declaration") (which Declaration is originally recorded at Official Records Book 593, Page 75 et seq. of the Public Records of Manatee County, Florida), was approved and adopted at a Special Meeting of the Association Membership held on June 25, 2019, by the affirmative vote of not less than seventy-five percent (75%) of the Unit Owners present in person and by proxy and voting, which such approval is sufficient for adoption under Article 15 of the Declaration of Condominium.

DATED this 2nd day of July, 2019.

Signed, sealed and delivered
in the presence of:

LAS CASAS
ASSOCIATION, INC.

sign: Teresa Lindsay

By:

Noreen C. McHugh
Noreen McHugh, President

print: Teresa Lindsay

sign: Michelle Jimenez-Baserra

print: Michelle Jimenez-Baserra

Signed, sealed and delivered
in the presence of:

sign: Teresa Lindsay

By:

Edward Caraballo
Edward Caraballo, Secretary

print: Teresa Lindsay

sign: Michelle Jimenez-Baserra

print: Michelle Jimenez-Baserra

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of July, 2019, by Noreen McHugh as President of Las Casas Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign

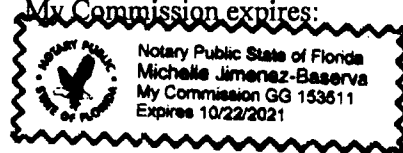
print

Michelle Jimenez-Baserva

Michelle Jimenez-Baserva

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of July, 2019, by Edward Caraballo as Secretary of Las Casas Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign

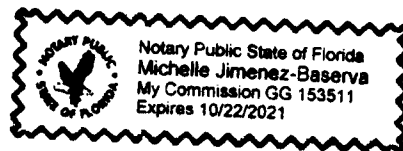
print

Michelle Jimenez-Baserva

Michelle Jimenez-Baserva

State of Florida at Large (Seal)

My Commission expires:



AMENDMENT

**DECLARATION OF CONDOMINIUM
LAS CASAS, A CONDOMINIUM**

[Additions are indicated by underline.]

**ARTICLE 11.
USE RESTRICTIONS**

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

11.15. Leasing. Leasing or renting of a Unit or Units by a Unit Owner is not completely prohibited, but is restricted. No more than two Units in the Condominium may be leased at any one time. No portion of a Unit (other than an entire Unit) may be rented or leased. No Unit Owner (except an Institutional Lender, to the extent not prohibited by the Condominium Act) may rent or lease a Unit for a term of less than ninety (90) days nor more than twice in any one calendar year. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. The leasing and renting of Units shall also be subject to the prior written approval of the Board. Any Unit Owner desiring to rent or lease a Unit shall submit such request in writing to the Association setting forth the name of the lessee, and supply such information as may be required by the Association. Approval of tenants shall not be unreasonably withheld. The Association may charge a fee in connection with each request for leasing approval but no such fee shall be in excess of the expenditures reasonably required for such lease approval, nor shall such fee be in excess of the maximum allowed by law. Provided, however, that no lease granted shall in any way be violative of or vitiate or lessen any part of this Declaration or any restrictions upon the use or occupancy of the Unit as herein established, or, as may be hereafter established, in the Public Records of Manatee County, Florida. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of tenant or tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or tenant's guests and special assessments may be levied against the Unit Owner in connection therewith. All leases shall be, as are hereby made, subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

The Board of Directors of the Association may by rules and regulations restrict and limit the loaning or lending of Units by the Unit Owners. Tenants may not loan or lend the Unit(s) they are renting.

During the period of time that a Unit is leased or loaned to others, the Unit Owner and the Unit Owner's family or guests shall not have the right to use or occupy the common Elements.

Prepared by and Return to:
 Jeremy V. Anderson, Esquire
 Lobeck & Hanson, P.A.
 2033 Main Street, Suite 403
 Sarasota, Florida 34237
 (941) 955-5622 (Telephone)
 (941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

AMENDED AND RESTATED BYLAWS

LAS CASAS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation and Bylaws of Las Casas Association, Inc. (herein, the Association") which Declaration is originally recorded at Official Records Book 593, Page 75 et seq. of the Public Records of Manatee County, Florida, were approved and adopted at a Special Meeting of the Association Membership held on August 30, 2008; as to the Articles of Incorporation, by the affirmative vote of not less than seventy-five percent (75%) of the voting interests present and by proxy and voting as required by Article 9.1 of the Articles of Incorporation; as to the Bylaws by the affirmative approval of seventy-five percent (75%) of the voting interest present and by proxy at a Special Meeting of the Association Membership held on 8/30/2008 and voting as required by Article 8.3 of the Bylaws which is sufficient for adoption.

DATED this 19th day of May, 2009.

Signed, sealed and delivered
 in the presence of:

LAS CASAS ASSOCIATION, INC.

sign: Deborah Lorch

By: Noreen G. McHugh
 Noreen McHugh, President

print: Deborah Lorch

sign: Lorrie Canerata

print: Lorrie Canerata

Signed, sealed and delivered
 in the presence of:

sign: Mary A. Phillips

By: Paula Cooke
 Paula Cooke, Secretary

print: Mary A. Phillips

sign: Deborah L. Fields

print: DEBORAH L. FIELDS

(Corporate Seal)

STATE OF FLORDIA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19th day of May, 2009, by Noreen McHugh as President of Las Casas Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

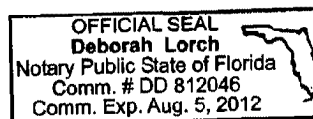
sign Deborah Lorch

print Deborah Lorch

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE



The foregoing instrument was acknowledged before me this 6th day of May, 2009, by Paula Cooke as Secretary of Las Casas Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or ~~has produced~~ _____ as identification.

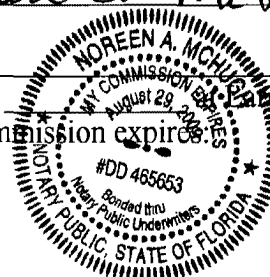
NOTARY PUBLIC

sign Noreen A. McHugh

print _____

State of _____ (Seal)

My Commission expires:



AMENDED AND RESTATED
ARTICLES OF INCORPORATION
LAS CASAS ASSOCIATION, INC.

The Unit Owners of Las Casas, a Condominium (herein, the "Condominium"), located in Manatee County, Florida, hereby adopt these Amended and Restated Articles of Incorporation as the Articles of Incorporation of LAS CASAS ASSOCIATION, INC. The original Articles of Incorporation of the Association were filed with the Office of the Florida Secretary of State on January 26, 1973.

Article 1.
NAME AND ADDRESS

The name of the corporation shall be LAS CASAS ASSOCIATION, INC. (herein, "the Association"). The address of the principal office of the corporation shall be 7209 Las Casas Drive, Sarasota, Florida, or as otherwise determined from time to time by the Association Board of Directors.

Article 2.
PURPOSE

2.1. Purpose. The purpose of the Association is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act") for the operation and management of the affairs and property of the Condominium.

2.2. Distribution of Income. The Association shall issue no stock and make no distribution of income to its members, Directors or officers; provided that the foregoing shall not prevent a member, Director or officer from providing services, as an individual, to the Association other than as a member, Director or officer, for which he or she is reasonably compensated.

Article 3.
POWERS

3.1. Common Law and Statutory Powers. The Association has all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation, the Declaration of Condominium, the Association Bylaws or Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act").

3.2. Specific Powers. The Association shall have all of the powers and duties of an association set forth in the Condominium Act and all of the powers and duties reasonably necessary to manage, maintain and operate the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as Unit Owners to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair and replacement of the Condominium and property and facilities serving the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To charge interest and late charges on delinquent or past due assessments and to accelerate the assessments of a member delinquent in payment of any installment of assessments for common expenses.

(d) To charge a use fee against Unit Owners for the use of designated Association property or certain designated portions of the common elements.

(e) To require as a condition to the letting or renting of a Unit a security deposit to protect against damages to the common elements and/or Association property.

(f) To acquire, own, maintain, manage, repair, replace and operate the Condominium Property and all other property, improvements and facilities serving the Condominium or its Unit Owner members, whether located within or outside the Condominium property, including the maintenance, repair and replacement of drainage facilities serving the Condominium.

(g) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.

(h) To handle rentals of Units for the convenience of the Unit Owners unless otherwise prohibited by law or unless registration is required by law.

(i) To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association.

(j) To approve or disapprove the transfer, lease, loan, mortgage and ownership of Units in the Condominium.

(k) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations for use of the Condominium Property.

(l) To contract for the management of the Condominium with third party contractors and to delegate to such contractor all powers and duties of the Association, except as such are specifically required by the Declaration of Condominium or the Florida Condominium Act to have the approval of Directors or the members of the Association.

(m) To contract for the management or operation of all the portions of the common elements.

(n) To employ personnel to perform the services required for proper management maintenance and operation of the Condominium.

(o) To acquire or enter agreements including but not limited to, leaseholds, memberships or other possessory or use interests in real and personal property, including, but

not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners, to declare expenses in connection therewith to be common expenses and to adopt covenants and restrictions relating to the use thereof and to operate under a fictitious name.

(p) To purchase and own Units in the Condominium and to acquire and hold, lease, mortgage and convey the same subject however, to the provisions of the Declaration and Bylaws relative thereto.

(q) To obtain loans to provide funds for operating, maintaining, repairing, replacing and improving the Condominium and to pledge the income of the Association from assessments against Unit Owners as security for such loans.

3.3. Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Association Bylaws.

3.4. Emergency Powers. For purposes of this Article 3.4 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Association's Board of Directors may exercise the emergency powers provided to Florida corporations by Section 617.0207 and Section 617.303, Florida Statutes and as may be provided in the Condominium Act.

3.5. Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Association Bylaws.

Article 4. MEMBERS

4.1. Members. The members of the Association shall consist of all the record owners of Units in the Condominium shown by recordation of a deed or other instrument in the Public Records of Manatee County, Florida, and after termination of the Condominium shall consist of those who are members at the time of such termination, their successors and assigns.

4.2. Change of Membership. After receiving approval of the Association Board of Directors required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion,

require a member to provide it a certified copy of the Deed or other instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. Limitation of Transfer of Shares of Assets. The share of member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's unit.

4.4. Vote. Each Unit Owner shall have one (1) vote for each Unit owned. When more than one person holds an ownership interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised by one (1) person who must be designated in writing to the Association. In no event shall more than one vote be cast with respect to any one Unit.

Article 5. DIRECTORS

5.1. Board of Directors. The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Association Bylaws, but in no event consisting of less than three (3) Directors. A Director must be a Unit Owner and must fulfill all other requirements of eligibility provided in the Bylaws and Declaration of Condominium.

5.2. Election of Directors. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the Association Bylaws and the Condominium Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and the Condominium Act.

Article 6. OFFICERS

The Association officers shall manage the affairs and operation of the Association. The Board of Directors shall elect officers at its first meeting following the annual meeting of the members of the Association. Officers serve at the pleasure of the Board of Directors. Every officer has a fiduciary duty to the members and to the Association.

Article 7. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including attorney legal fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that a settlement of the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing

right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**Article 8.
BYLAWS**

The Association Bylaws may be amended in the manner provided by the Bylaws.

**Article 9.
AMENDMENTS**

9.1. Amendments. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) The text of a proposed amendment shall be included in or with the notice of the meeting at which the proposed amendment is considered.

(b) An amendment may be proposed either by the Board of Directors or by the members who call a special meeting of the Association in the manner provided in the Bylaws. Except as elsewhere provided, approval of an amendment must be by an affirmative vote of not less than 75% of the Unit Owners present in person and by proxy and voting at a membership meeting called in whole or in part for that purpose.

9.2. Limitation on Amendments. No amendment shall be made which is in conflict with the Condominium Act or the Declaration of Condominium.

9.3. Certification. A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Manatee County, Florida.

**Article 10.
TERM**

The term of the Association shall be perpetual.

**Article 11.
SUBSCRIBERS**

The names and addresses of the original subscribers of these Articles of Incorporation are:

Name	Address
Bradford M. Dingwell	725 South Orange Sarasota, Florida
William W. Merrill	2041 Main Street Sarasota, Florida

Bettye C. Shartas

2041 Main Street
Sarasota, Florida

Article 12.
REGISTERED OFFICE AND AGENT

The registered office of the Association, until otherwise determined by the Board of Directors, shall be 414 Whitfield Avenue, Sarasota, Florida 34243 and the registered agent of the Association at that office, until otherwise determined by the Board of Directors, shall be Noreen A. McHugh.

AMENDED AND RESTATED
BYLAWS
LAS CASAS ASSOCIATION, INC.

ARTICLE 1.
IDENTIFICATION

1.1. Corporate Documents. These are the Bylaws of LAS CASAS ASSOCIATION, INC. (herein, "the Association"), a corporation not for profit under the laws of the State of Florida.

1.2. Purpose. The Association has been organized to provide an entity pursuant to Chapter 718, Florida Statutes, as it may be amended from time to time (herein, "the Condominium Act") for the operation and management of the affairs and property of LAS CASAS, A CONDOMINIUM (herein, "the Condominium") and to perform all acts provided in the Declaration of Condominium, the Articles of Incorporation, these Association Bylaws and the Condominium Act.

1.3. Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Condominium and in the Condominium Act, unless the context requires otherwise.

ARTICLE 2.
MEMBERS' MEETINGS

2.1. Annual Meeting. The annual meeting of the members shall be held at such time and place in Manatee County, Florida, and on such date in February of each year as determined from time to time by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

2.2. Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the entire Board of Directors and must be called by the President or Vice President upon receipt of a request in writing by members entitled to cast not less than one-third (1/3) of the votes of the entire membership, which request shall state a valid purpose for the special meeting. A meeting requested by the members shall be called for a date not less than fourteen (14) days nor more than sixty (60) days after the request is received by the President or Vice President. The notice of a special meeting shall state the purpose of the meeting.

2.3. Notice. Notice of all members' meetings stating the date, time and place, for which the meeting is called, together with the meeting agenda, shall be given by the President, Vice President or Secretary. Such notice and agenda shall be mailed or delivered to each member at the member's address as it appears in the records of the Association, not less than fourteen (14) days and not more than sixty (60) days prior to the date of the meeting. Such a notice and agenda shall also be conspicuously posted on the condominium property at least fourteen (14)

continuous days prior to the meeting. Proof of such mailing or delivery shall be given by the affidavit of the person giving the notice.

2.4. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act.

2.5. Voting Rights. In any meeting of members the Owners of Units in the condominium shall be entitled to cast one vote (voting interest) for each Unit owned, as follows.

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

(b) If a Unit is owned by more than one person, then any of the owners of the Unit may cast the full vote for it, provided that if more than one owner of a Unit shall seek to vote for the Unit and the votes conflict, no vote shall be counted for the Unit in that instance and further provided that if a ballot is provided for a vote at a meeting it shall be provided only to the first owner of the Unit who claims it.

(c) If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit (who shall be one of the current officers or Directors of the corporation) shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association at or prior to the meeting.

(d) If a Unit is owned by a partnership, the person entitled to cast a vote for the Unit shall be designated by a certificate signed by the general partner or managing member of the partnership, and filed with the Secretary of the Association prior to the meeting for which the vote is to be cast.

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

Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner of a Unit. If such a certificate is not on file, the vote of such Owners shall not be considered in determining whether a quorum is present or for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy meeting the requirements of the Condominium Act. A proxy may be made by any person entitled to vote and must be filed with the Secretary of the Association before the appointed time of the meeting, or any adjournment of

the meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

2.7. Adjournments. If a quorum is not present at a meeting of the members, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is otherwise present. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

2.8. Order of Business. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll or certifying of registration and proxies
- (b) Proof of notice of meeting
- (c) Election of Directors
- (d) Reading and disposal of any unapproved minutes
- (e) Report of officers
- (f) Reports of committees
- (g) Unfinished business
- (h) New business
- (i) Adjournment

ARTICLE 3. DIRECTORS

3.1. Membership. The affairs of the Association shall be managed by a Board of five (5) Directors.

3.2. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required.

3.3. Qualifications. All Directors shall be owners, co-owners or officers of corporate owners of Units and at least eighteen (18) years of age.

3.4. Election and Term. The election of Directors shall be conducted in the following manner: Directors shall be elected concurrently with the annual meetings of members by a plurality of the votes cast at the election, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. The term of each Director's service shall extend until the Director's successor is duly elected and qualified or until the Director's earlier resignation, removal or death.

3.5. Vacancies. Except as to vacancies provided by removal of a majority of the Directors by members (which shall be filled in the manner provided by the Condominium Act), vacancies in the Board of Directors may be filled by the remaining Directors.

3.6. Removal. Any Director may be removed with or without cause by a concurrence of a majority of the votes of the entire membership of the Association in the manner provided in the Condominium Act.

3.7. Quorum. A quorum at Directors' meetings shall consist of a majority of the Directors. The acts approved by a majority of the votes present at a meeting when a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, Articles of Incorporation or these Bylaws. A Director may appear at a Directors' meeting by telephone conference call, with a two-way speaker attached at the meeting place.

3.8. Adjournments. If at any meeting the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time, until a quorum is otherwise present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.9. Organization Meeting. The organization meeting of the newly-elected Board of Directors for the purpose of electing officers shall be held immediately upon adjournment of the annual meeting of members without further notice, unless business in addition to the election of officers is to be considered at the meeting.

3.10. Time and Notice. Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors or on the call of the President. Notice of each meeting shall be given by the Secretary to each Director personally or by mail, telephone, facsimile transmission or email and shall be conspicuously posted on the condominium property at least forty-eight (48) continuous hours before the meeting, except in the case of an emergency. Also, not less than fourteen (14) continuous days notice shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property of any Board meeting to consider the levy of a nonemergency special assessment or a proposed rule regarding Unit use.

3.11. Waiver of Notice. Any Director may waive notice to that Director of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to the Director.

3.12. Joinder. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute that Director's approval of the actions taken at that meeting, but shall not be considered in determining a quorum.

3.13. Order of Business. The order of business at Directors' meetings shall be, to the extent applicable:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.14. Directors' fees. There shall be no Director's fees. The Association may reimburse directors and officers for any reasonable expenses or mileage charges incurred in their official capacity upon written request and after obtaining approval from the Board of Directors.

ARTICLE 4. OFFICERS

4.1. Designation, Election and Removal. The executive officers of the Association shall be a President who shall be a Director, a Vice President who shall be a Director, a Treasurer and a Secretary. All officers shall be elected annually by the Board of Directors and may be peremptorily removed with or without cause by a majority vote of the directors at any duly-noticed Board meeting. The Board of Directors from time to time shall elect such other officers, assistant officers and agents and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary or an Assistant Secretary.

4.2. President. The President shall be the chief executive officer of the Association. The President shall have all the powers and duties usually vested in the office of president of a condominium association, including but not limited to presiding at meetings of the membership and the Board of Directors and the appointment of members of committees from time to time as the President in his discretion may determine is appropriate to assist in the conduct of the affairs of the Association.

4.3. Vice President. The Vice President shall act as President in the absence or disability of the President. The Vice President shall also assist the President generally and perform such other duties prescribed by the Directors.

4.4. Secretary. The Secretary shall have custody of and maintain all the corporate records except the financial records. The Secretary shall attend to the proper taking of the minutes of meetings of the Board of Directors and members. The Secretary shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the Association Seal and shall perform all other duties prescribed by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

4.5. Treasurer. The Treasurer shall have custody of all property of the Association, including corporate funds, securities and evidence of indebtedness and financial records. The Treasurer shall keep full and accurate accounts of receipts and disbursements in accordance with

good accounting practices and render accounts of them when required by the President or Board of Directors and at the annual meeting of members. The Treasurer shall perform all other duties prescribed by the Board of Directors or incident to the office of Treasurer.

4.6. Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the performance of such functions.

4.7. Compensation. The compensation of officers and employees of the Association shall be fixed by the Board of Directors. The provision that there shall be no officer or directors' fees shall not preclude the Board of Directors from employing directors or officers as employees of the Association, nor preclude the Association from contracting with directors or officers for the management of the Condominium.

ARTICLE 5 FISCAL MANAGEMENT

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

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

5.2. Budget. The Board of Directors shall, upon notice to the members of the Association as required by the Condominium Act, adopt in advance a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for current expenses and reserves according to good accounting practices, as follows:

(a) Current expenses, which account, if applicable, shall include, but not be limited to the following items:

- (i) Administration of the Association
- (ii) Management fees
- (iii) Maintenance
- (iv) Taxes
- (v) Insurance
- (vi) Other expenses
- (vii) Operating capital
- (viii) Fees payable to the Division

(b) Reserve accounts in accordance with Section 5.3 hereof.

The Board may for any budget year submit the budget for a vote of the members and shall submit the budget for a vote upon petition of the members of the Association as required, and in the manner provided by, the Condominium Act. The budget shall be prepared by the

Treasurer or, under the Treasurer's supervision, by the management or accountant of the Association. Upon adoption, the budget may be amended at any time by the Board of Directors, provided that any budget amendment which would increase the adopted annual budget and quarterly assessments by a total amount of more than two thousand five hundred dollars (\$2,500) for a purpose other than maintenance, repair, replacement, protection or insurance of the condominium property shall first be approved by the affirmative vote of not less than two-thirds (2/3) of all members of the Association, at an Association meeting duly called in whole or in part for that purpose. The members shall be notified of any budget amendment as soon as practicable after it is adopted.

5.3. Reserves. The Association shall maintain separate ledger accounts for roof replacement, building exterior, pools (club house only) and other item of capital replacement or deferred (that is, not annual) maintenance which will exceed ten thousand dollars (\$10,000) together with any other reserves designated in the annual budget. Each reserve account shall be fully funded each year as provided in the Condominium Act unless the members for a budget year determine otherwise in the manner provided by that Act. Such vote shall be taken (if at all) each year, for only one year's reserves. Funds in any reserve account may not be used for any purpose which is not appropriate to that account unless approved by the members as provided in the Condominium Act.

5.4. Annual Budget Assessment. The annual assessment, to fund the annual budget, shall be paid by the Unit Owners in equal quarterly installments on the first day of January, April, July, October of the year for which the budget is adopted. The Association shall provide the Unit Owners notice of the amount of the quarterly payments on or before December 20 preceding the budget year. If an annual budget is not adopted or notice of a budget or quarterly payments is not provided to the Unit Owners, the preceding budget or amount of quarterly payments shall continue until such budget is adopted or such notice is provided, as applicable.

5.5. Special Assessments. The Board of Directors may levy special assessments for common expenses beyond those included in the annual budget, provided that any special assessment in a total amount greater than five thousand dollars (\$5,000), for a purpose other than maintenance, repair, replacement, protection or insurance of the condominium property for which the Association is responsible, shall first be approved by the affirmative vote of not less than a majority of all members of the Association, at an Association meeting duly called in whole or in part for that purpose.

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

5.7. Accounting Report. The Association shall provide to each member an annual audit, review, compilation or financial statement of the Association's accounts as required by the Condominium Act, not later than April 1 of the year following the year for which that report is made.

5.8. Fiscal Year. The corporate fiscal year shall be the calendar year, January 1 through December 31.

ARTICLE 6. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium, Articles of Incorporation or these Bylaws.

ARTICLE 7. RULES

In accordance with the Articles of Incorporation, the Board of Directors may promulgate reasonable rules to govern the use of the Condominium, its property, the common elements and units, provided that no such rule shall be inconsistent with any Unit Owner rights provided in the Declaration of Condominium or these Bylaws.

ARTICLE 8. AMENDMENTS

These Bylaws may be amended in the following manner:

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

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

8.2. Errors. Non-material errors and omissions in the Bylaws shall not invalidate an otherwise properly promulgated amendment.

8.3. Proposal and Adoption. An amendment may be proposed by either the Board of Directors of the Association or by those members of the Association who call a special meeting for that purpose. Except as elsewhere provided, approval of an amendment must be by an affirmative vote of not less than seventy-five percent (75%) of the Unit Owners present in person and by proxy and voting at a membership meeting called in whole or in part for that purpose.

8.4. Limitation on Amendments. No amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected shall

consent No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

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

RULES
AND
REGULATIONS

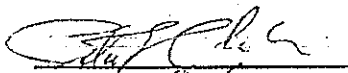
LAS CASAS CONDOMINIUM ASSOCIATION, INC.
7209 Las Casas Drive
Sarasota, Florida 34243

LAS CASAS CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

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Board of Directors

 President

 Vice-President

Dated, February 10, 1997

LAS CASAS CONDOMINIUM ASSOCIATION, INC.
7209 Las Casas Drive
Sarasota, Florida 34243

WITNESSETH:

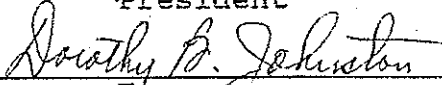
THAT, WHEREAS the LAS CASAS CONDOMINIUM ASSOCIATION, INC. has reviewed the requirements of the recent revisions to the CONDOMINIUM LAW OF FLORIDA, 718 F.S., and

WHEREAS, certain procedures are mandated with regard to provision of a QUESTION AND ANSWER SHEET to prospective buyers, outlining condominium matters of most concern when making a purchase decision; the establishment of policies regarding ACCESS TO ASSOCIATION RECORDS; and compilation of reasonable RULES FOR MEMBER PARTICIPATION IN MEETINGS OF THE BOARD OF DIRECTORS AND/OR GENERAL MEMBERSHIP MEETINGS.

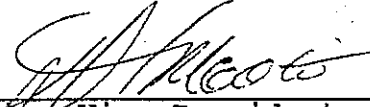
NOW, THEREFORE, BE IT RESOLVED that the attached Association guidelines in these matters be approved by the Board of Directors as policy.

IN WITNESS WHEREOF, the Officers and Directors of the Association have signed these presents, this 10 day of February, 1997.



President


Dorothy B. Johnston
Treasurer



Vice-President


Secretary

(A)

LAS CASAS CONDOMINIUM ASSOCIATION, INC.
7209 Las Casas Drive
Sarasota, Florida 34243

RULES FOR ACCESS TO ASSOCIATION RECORDS:

1. Receipt of Request:

- a) Request must be in writing
- b) Time and date received must be noted on envelope with date stamp. All envelopes must be kept.
- c) Association mailbox should be checked twice each week, on Tuesdays and Fridays by the Association Secretary.

2. Response to Unit Owner:

- a) Must contact by mail postmarked within five (5) business days of receipt of request.
- b) Association officer must be present at disclosure.
- c) Copies of documents will be furnished; unit owner must bear the cost of copies @ \$.25 each (cost may be revised from time to time by the Board of Directors, in consideration of possible inflation).
- d) Money accrued from this service shall be added to the general operating fund.

3. Frequency of requests by an owner shall be reasonable.

(B)

LAS CASAS CONDOMINIUM ASSOCIATION, INC.
7209 Las Casas Drive
Sarasota, Florida 34243

RULES FOR MEMBER PARTICIPATION IN MEETINGS OF THE BOARD OF DIRECTORS AND/OR GENERAL MEMBERSHIP MEETINGS:

Meetings of the Board of Directors and any committee thereof at which a quorum of the members are present shall be open to all unit owners who shall have the right to speak at such meetings with reference to all designated agenda items.

The following rules have been established regarding the frequency, duration and manner of unit owner participation:

1. The speaker must be recognized by the Chair.
2. The statement must be pertinent to the agenda item being discussed.
3. The speaker will be allowed not more than three (3) minutes, unless prior approval to exceed this limit has been granted by the Chairperson.
4. Derogatory or personal remarks are not permitted.
5. Disruptive statements or actions are not permitted.

RULES REGARDING POSTING OF NOTICES:

1. All meeting notices, both General Membership Meeting and Board of Director's Meetings, shall be posted on the Association Bulletin Board in the Clubhouse.
2. Board of Directors' Meeting Notices, including the agenda for the meeting, shall be posted at least forty-eight (48) hours prior to any except an emergency meeting.
3. Written notice of any meeting of the Board of Directors where a special assessment will be discussed or at which rule changes affecting ownership rights are to be considered or approved, shall be mailed or personally delivered for signature to unit owners not less than fourteen (14) days in advance of the meeting.
4. All committees appointed by the President are exempt from open meeting requirements.
5. Notice and agenda of all General Membership Meetings shall be posted (and mailed or delivered, as above) at least fourteen (14) days prior to the meeting.

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LAS CASAS CONDOMINIUM ASSOCIATION, INC.
7209 Las Casas Drive
Sarasota, Florida 34243

QUESTIONS AND ANSWERS FOR PROSPECTIVE BUYERS:

1. What are the unit owners' voting rights?

Each condominium unit shall be entitled to one (1) vote at meetings of the Association. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be exercised by one (1) of such joint owners. (See Articles of Incorporation, Las Casas Condominium Association, Sub Paragraph 4.4 and Las Casas Condominium Association By Laws Section 2.5 and 2.6.

If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association.

2. What Use Restrictions are placed on unit owners?

Use restrictions are outlined in Article 10, pages 16 - 17, in the Declaration of Condominium. Board approved rules are occasionally revised, and unit owners will be advised of these changes. In addition, each new unit owner should receive from the previous unit owner, a document outlining the Rules and Regulations, including use restrictions.

3. What are the restrictions on Unit sales or leasing?

Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse, the unit owner must notify the Board of Directors of the Association in writing, by submitting an application for approval of such sale, rental, lease or transfer, providing appropriate information as outlined in the Declaration of Condominium and Amendments thereto. The Board must respond within ten days. A fee of \$35.00 is charged in connection with the transfer. Leases are restricted to a minimum of one year. The occupants of units shall abide by the Bylaws and all Rules and Regulations promulgated by the Board of Directors concerning occupancy and use of the condominium units, common elements and areas. (See Rules and Regulations, particularly Item number 15 Page 2.)

4. What are the Maintenance Fees and Assessments?

The monthly maintenance fee is applied equally to all Units. ~~The current monthly maintenance fee is in the amount of \$170.00.~~ The maintenance fee must be paid in four equal installments, each in the amount of ~~\$55.00~~ ^{\$650.00} and payable on the 1st day of January,

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April, July and October of each year. The maintenance fee installment of \$510.00 is delinquent if not paid prior to the 10th day of the due date and will be subject to a delinquency charge of \$10.00 for each month of delinquency. The maintenance fee includes general operating expense and hazard insurance for replacement cost of the structures, as well as reserves for exterior painting, roof cleaning, built-up roof replacement, solely for the clubhouse, pool areas, limited areas, and common elements; pool maintenance, repairs and re-marciting, and a miscellaneous account. The fee is recommended each year by the Budget Committee and determined by the Board of Directors. Should the recommended fee cause an increase of more than 15% of the operating budget, the membership, as a whole by majority vote of Unit Owners in attendance, must approve the increase at the Associations Annual Meeting in February.

5. Are fees charged for recreational or other commonly used facilities? Is membership in a recreational facility mandatory?

The Association maintains a pool and clubhouse. No fees are charged for use of these facilities. The monthly maintenance fee and/or any special assessment levied by vote of the Board of Directors or by the Association members covers all costs.

Unit owners are free to use the recreational facilities within the prescribed Rules and Regulations for their use.

6. Is the Association involved in any court case in which the Association may face liability in excess of \$100,000.00?

The Association is not now, nor has it ever been, involved in any court case in which it may face liability. However, the Association maintains insurance in the amount of \$1,000,000.00 against liability.

7. How are members informed of meetings?

Notices of all meetings are posted on the bulletin board in the clubhouse. Notices of General Membership Meetings are delivered and signed for, or are sent by mail to each unit owner.

NOTE:

All prospective purchasers are referred to, and encouraged to examine the Las Casas Condominium Association, Inc. Declaration of Condominium, By-Laws, Articles of Incorporation and all Amendments thereto, which are on file with the Condominium Association and are available to all prospective purchasers.

(E)

LAS CASAS CONDOMINIUM ASSOCIATION, INC.

RULES & REGULATIONS

GENERAL

1. Reasonable rules and regulations respecting the use of the units, common elements and other property in the condominium may be recommended or amended from time to time by the Rules and Regulations committee, and approved and enforced by the Board of Directors. A copy of such regulations and amendments shall be furnished by the Association to all unit owners. Owners shall be responsible for furnishing same to other residents, tenants or purchasers of their condominium.
2. The owners, tenants and occupants of all units shall abide by all documents, including Bylaws and Rules and Regulations promulgated by the Board of Directors concerning occupancy and use of the condominium units, and common elements and areas. All guests who persistently violate these restrictions and use regulations may, at the direction of the Board, be required to leave the condominium property, and the owner of such unit being occupied by such guest, or by a tenant, shall be held responsible for any damage to the common elements committed by such guest or tenant.
3. Each tenant's lease must contain reference to these Rules and Regulations, the Declaration of Condominium, Articles of Incorporation and By-Laws. All leases and sales must be preapproved by the Board of Directors (See Article II, Sub Paragraph 11.2 (a) and 11.3 (a)). A violation of which shall constitute a breach of such lease.
4. Should any problem develop concerning the frequency and duration of use of any unit by persons other than owners or their tenants, the Board of Directors, upon giving due notice, may adopt reasonable rules to alleviate any future problem(s).
5. No unit owner, tenant or guest shall give instructions to contractors or vendors employed by the Association. All complaints or requests from unit owners shall be made in writing and delivered to the appropriate committee chairperson designated by the Board of Directors.
6. The occupants and owners of each unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or sub-divisions, insofar as the same pertain to the control or use of such unit.
7. There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.
8. All applications for the sale of any Unit must be submitted to the Board of Directors for approval, in writing, using the Las Casas approved Sale Application Form, no later than Thirty (30) days prior to the contract closing of title date.

RULES AND REGULATIONS

Page 2

9. All lease applications must be submitted to the Board of Directors for approval, in writing, using the Las Casas approved Lease Application form, no later than Twenty (20) days prior to the date of the proposed occupancy.

10. No leases will be permitted or approved if the term of said lease is less than one (1) year.

- (i) A copy of the executed lease and/or sales contract.
- (ii) A check in the amount of \$ 35.00.

12. Lease and Sales Application forms may be obtained from the President of the Las Casas Association.

13. Enforcement of these Rules and Regulations is a function of the Board of Directors which is responsible for implementation of remedies for violations, which shall be in accordance with the Declaration of Condominium of Las Casas Condominium Association, Inc., Article 10, Paragraph 10.7 and/or the Florida Statutes. Such remedies shall include the reporting of violations of these covenants and By-Laws to the Board of Directors of Las Casas Condominium Association, Inc.

14. Lessees are permitted to use the pool, pool area and the Clubhouse or its facilities. Lessees are also permitted to invite no more than four (4) guests to use the pool and pool area but the lessees must be present at all time when their guests are using the pool and pool area. If Pool Area furniture is used by the Lessee and/or their guests and moved to another location within the Pool Area they must be returned to their original location. Lessees are responsible for the actions, conduct and any damage done to the personal property clubhouse or Pool by themselves and/or their guests.

15. ALL UNIT OWNERS INTENDING TO EITHER SELL OR LEASE THEIR UNITS, EITHER BY MEANS OF THEIR INDIVIDUAL PERSONAL EFFORTS OR BY MEANS OF RETAINING A BROKER, MUST IMMEDIATELY NOTIFY, IN WRITING, THE BOARD OF DIRECTORS OF LAS CASAS CONDOMINIUM ASSOCIATION.

RULES & REGULATIONS

Page 3

MAINTENANCE:

1. Each Unit Owner, Lessee or Occupant must, at all times maintain his/her entire Unit, both interior and exterior, in good, satisfactory, tidy and satisfactory condition, appearance and repair.
2. The Association must maintain the Clubhouse and Pool Area in good condition and repair.

RULES & REGULATIONS

Page 4

ALTERATIONS/ATTACHMENTS

1. All condominium units shall be and remain in original like exterior design, shape, color and appearance. Owners shall not alter or modify the size, shape, color or structure of any exterior surface of their units, including entrance doors, windows, shutters, screens or porches, without prior permission, in writing, from the Board of Directors.

2. No condominium parcel or unit shall be divided, sub-divided or severed from the realty, and no structural alterations or changes shall be made within said unit without prior written approval of the Board of Directors of the Association.

3. Conversion of a garage to any residential use such as, but not limited to, a family room, game room, play room or any type of living area is prohibited. The use of the garage is strictly limited to the customary use of a garage.

4. No lighting fixtures (except as may be required by County Code), wires, antennas of any type, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of any unit.

5. All exterior alterations must be pre-approved by the Board of Directors, including but not limited to:

- a) Enclosing the screened porch located within the condominium unit is permitted as long as the enclosure is inside the screening. However, plans for enclosing the screened porch must be submitted to the Grounds/Construction Committee, who will in turn submit same for approval from the Board of Directors.
- b) Additional rain gutters, and ground-level lighting have also been conditionally approved; however, final approval must be obtained from the Board of Directors, through the Grounds/Construction Committee, before installation.
- c) Trellis-type concealment of electric meters, which does not hamper reading of the meters, may be installed after approval of design by the Grounds/Construction Committee and the Board of Directors.

RULES AND REGULATIONS

Page 5

EXTERIOR AREAS:

1. All refuse, waste, bottles, cans, garbage and trash for front yard pick-up shall be securely wrapped in plastic bags or covered containers, and placed near the driveway by the roadside.
2. No wire, clothes lines, hangers or drying facilities, nor and garbage or refuse receptacles shall be permitted or maintained on the exterior of any unit, or in or any part of the common elements, except by the Association; and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.
3. Unit owners are responsible for keeping their exterior areas clear of debris, newspapers, advertisements and other pages.
4. No signs or any type shall be maintained, kept or permitted on any part of the common elements, or in or on any unit where the same may be viewed from the common elements, except for those signs specifically approved in writing by the Board of Directors, through the Rules and Regulations Committee.
5. Holiday and seasonal decorations are permitted on mailboxes, as long as there is free access. No decorations are permitted on the grass area or where they will interfere with mowing and maintenance operations.

RULES & REGULATIONS

Page 6

COMMON AREA USE:

1. Common elements must be kept free at all times from obstructions and encumbrances such as bicycles, hoses, carts, chairs, benches, tables and other personal property, except when such property is in use. Cooking grills and lawn furniture may be used temporarily in the common area, but must be removed immediately thereafter.
2. In the interest of aesthetics, each unit owner is limited to one small piece of outdoor sculpture or ornamentation (not wood or plastic). Any unit owner who has already exceeded, or would like to exceed, these limitations, must request approval, in writing, from the Rules and Regulations Committee. The request will be forwarded, with Committee recommendations, to the Board of Directors for final action.
3.
 - a) No vehicles of any kind shall be parked or stored except inside the enclosed garage. This restriction includes, but is not limited to, trucks (including pick-up trucks), trailers, boats, racing cars, recreational vehicles, commercial equipment or family type non-commercial automobiles. Parking of vehicles in the drive way or street is prohibited except for short periods of time and visitors.
 - b) Commercial vehicles may be parked on streets or driveways during the performance of construction, repair, or service functions to units and the common areas by tradesmen or owners, but such parking must be limited to the actual time during which such services are being performed. Repairs and maintenance of commercial vehicles may not be performed on streets or unit driveways.
4. All unit owners and their tenants and guest are responsible for collecting and disposing of their pet's waste from any portion of the condominium property including common elements. Pets must be leashed at all times.

RULES AND REGULATIONS

Page 7

RESTRICTIONS ON USE OF UNITS:

1. Occupants of condominium units shall not suffer, permit or maintain in their premises loud noises, or obnoxious odors, nor interfere with the rights of other unit owners, or annoy them by unreasonable noises.
- 2.) Each condominium shall be used as a residential dwelling, and no business or trade shall be permitted to be conducted thereon or therein, which results in undue noise, traffic or inconvenience to other unit owners.
3. No persons under sixteen (16) years of age shall reside in any condominium unit for longer than thirty (30) days in any calendar year.
4. a) No animals of any kind shall be raised, bred, or kept in the common elements. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon three (3) days' notice from the Board of Directors to the owner of the property containing the pet.
b) No pet shall exceed twenty (20) pounds unless approved by the Board of Directors. Exceptions will be made in the case of a handicapped owner, who has a seeing-eye or a "hearing" dog. No pet other than a dog or cat is permitted without prior approval of the Board of Directors.
5. No electric machine or apparatus of any sort shall be used or maintained in any unit, which causes interference with the television reception in other units.
6. In no event shall any two (2) - bedroom unit be occupied on a regular basis by more than four (4) persons.
7. Owners shall not commit nor permit any nuisance, or illegal act in their villas, or in or on the common elements.

RULES AND REGULATIONS

Page 8

SAFETY PRECAUTIONS:

1. a) Owners shall not permit or suffer anything to be done or kept in their units, which will increase insurance rates on their units or on the common property.
- b) No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, in any unit, storage area or common element area, except as required for normal household use.
- c) Garages and driveways may not be used for barbeque purposes, as it poses a fire hazard.
2. a) Owners who plan to be absent from their units (June 1 through November 30) must prepare their units prior to departure by:
 1. Designating a responsible individual to care for their units, their lawns, plants, outdoor premises and unit exteriors.
 2. Furnishing the Board of Directors with the name of said individual.
- b) In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of any emergency, the Board of Directors or other person authorized by the Board, shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.
3. Unit owners who have installed home security alarm systems shall furnish the Sheriff's Department with the name and phone number of any individual, who:
 - a) Has been furnished with a key to the dwelling, should the alarm be activated in the absence of the unit owner, and
 - b) Has knowlegde of the mechanism for de-activating the alarm.

RULES AND REGULATIONS

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USE OF POOL AND POOL AREA

1. See posted Rules upon Pump House.
2. No glassware of any kind permitted in the Pool and Pool Area.
3. Users of the Pool and the Pool Area are to remove all their trash, including left-over food and containers, cigars and cigarette butts, etc. From the Pool, Pool Area and Clubhouse and taken to their own home trash receptacles for disposal.
4. No pets are allowed in the Clubhouse, Pool or Pool Area at anytime.
5. When leaving all users of these areas are responsible for turning off all the Jacuzzi, all lights, heat, air conditioning, etc. in the Pool, Pool Area and Clubhouse.
6. All Unit Owners are responsible for the behavior and actions of their Guests who are using the Clubhouse, Pool and Pool Area.
7. All children using the Clubhouse, Pool and Pool Areas must be accompanied by a Unit Owner/responsible adult who is a guest of a Unit Owner.
8. Undue noise and actions such as loud music, shouting, singing, horseplay, pushing etc. are prohibited.
9. Running and diving in the pool is prohibited.
10. Only conventional swim wear is permitted in the Pool.
11. Cooking is prohibited in the Pool Area.
12. Chaise lounges, tables and chairs have been prearranged on the deck of the Pool. Should there be any reason to move them to another location they should be returned to their original location when leaving the Pool and Pool Area.
13. For Hygiene reasons the following rules are in force:
 - a. Showers are to be taken before entering the Pool.
 - b. Children that are in diapers or children that are not toilet trained are not allowed in the Pool.
 - c. Persons with colds, or having eye, ear or nose discharges, or with communicable diseases may not use the Pool.

RULES AND REGULATIONS

Page 10

- d. Long hair must be tied up or covered when using the Pool.
 - e. Persons using the Pool should make certain to remove any/all pins from their hair.
 - f. When using suntan oils, lotions and creams are used they are to be removed before entering the Pool.
 - g. When using suntan oils, etc. please cover the Pool furniture so that the plastic will not be stained.
14. Local friends and Guests of Unit Owners are prohibited from using the Clubhouse, Pool and Pool Area when the Unit Owner is not present without prior permission from a Board of Director.
15. Unit Owners should not give a key to the Clubhouse, Pool and Pool Area to any other person.

RULES AND REGULATIONS

Page 11

USE OF CLUBHOUSE:

1. All Unit Owners have the right to use the Association Clubhouse at all times except during periods that the Clubhouse has been reserved by another Unit Owner.
2. All Unit Owners have the right to reserve the Clubhouse for a private party or social affair provided that they register their reservation date by posting same on the Calendar in the Clubhouse.
3. Private parties or social affairs sponsored by a Unit Owner are restricted to a total of Sixty (60) individuals. Larger parties are subject to pre-approval by the Board of Directors.
4. Lessees are permitted to use the Clubhouse and its facilities, subject to the Rules and Regulations.
5. Unit Owners who elect to reserve the Clubhouse for private parties or social affairs are responsible for leaving the Clubhouse, at the conclusion of the event, in a clean, tidy, orderly and satisfactory condition. All furniture which has been moved must be returned to the original location. The kitchen and bathroom must be properly cleaned. The said Unit Owners must remove all trash, garbage, papers, etc. from the Clubhouse AND TAKE SUCH GARBAGE, ETC. TO THEIR OWN UNITS FOR PICKUP BY THE COUNTY.
6. Unit Owners who reserve the Clubhouse for such events are responsible for any damage done to the Clubhouse and its facilities by the Unit Owner and/or his/her guests.
7. Any such damage must be immediately reported by the Unit Owner to the Board of Directors.
8. The Clubhouse may not be used by any Unit Owner for a meeting place for another organization.
9. The Unit Owner reserving the Clubhouse must be in attendance at all times during the reserved time period.
10. Before leaving the Clubhouse it is the responsibility of the Unit Owner who has reserved the Clubhouse to be certain that the lights, air conditioning/heat, sauna are turned off. The Clubhouse must be left in a locked position.