

DECLARATION OF CONDOMINIUMCURRY CREEK CONDOMINIUM VILLAS
SECTION I-I-
SUBMISSION STATEMENT

CASTLE COMMUNITIES, INC., a Florida corporation, the developer of CURRY CREEK CONDOMINIUM VILLAS - a CONDOMINIUM and the owners and holder of the fee simple title in and to the real property hereinafter described in Article III, hereby submits the portion described as Phase I and may subsequently submit Phases II, III, IV and V lands to condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration, the attached By-Laws or lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

-II-
NAME

The name by which this Condominium is to be known and identified is:

CURRY CREEK CONDOMINIUM VILLAS
SECTION I-III-
LANDS

The legal description of the real property included and subject to subsequent inclusion in the Condominium is:

SECTION I

Commence at the northwest corner of the southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet to the Point of Beginning, thence, South 89°58'29" East, 345.00 feet to the intersection with the Northerly extension of the approximate centerline of an existing canal, thence, along said extension line, South 00°00'37" West, 600.71 feet, thence, South 89°58'21" West, 345.00 feet to the intersection with the West line of said Section 5, thence, along said line, North 00°00'37" East, 601.03 feet to the Point of Beginning and containing 4.759 acres, more or less.

PHASE I

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet to the Point of Beginning, thence, South 89°58'29" East, 208.00 feet, thence, South 00°00'37" West, 293.50 feet, thence, North 89°58'29" West, 163.00 feet, thence South 00°00'37" West, 110.00 feet, thence, South 33°40'36" East, 18.03 feet, thence, South 89°58'29" East, 175.00 feet, thence, south 00°00'37" West, 50.50 feet, thence, South 89°58'29" East, 33.00 feet, thence, south 00°00'37" West, 12.00 feet, thence, South 89°58'29" East, 82.00 feet to the intersection with the approximate centerline of an existing canal thence, along said centerline, South 00°00'37" West, 119.71 feet, thence, South 89°58'21" West, 195.00 feet, thence, North 00°00'37" East, 129.89 feet, thence, North 89°58'29" West, 10.00 feet, thence, North 00°00'37" East, 22.50 feet,

thence, North 89°58'29" West, 140.00 feet to the intersection with the West line of said Section 5, thence, along said line, North 00°00'37" East, 448.50 feet, to the Point of Beginning and containing 190,229.50 square feet, more or less.

PHASE II

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet, thence, South 89°58'29" East, 208.00 feet to the Point of Beginning, thence, continue along said line, South 89°58'29" East, 137.00 feet to the intersection with the Northerly extension of the approximate centerline of an existing canal, thence along said extension line, South 00°00'37" West, 156.00 feet, thence, North 89°58'29" West, 137.00 feet, thence, North 00°00'37" East, 156.00 feet to the Point of Beginning and containing 21,372 square feet, more or less.

PHASE III

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet, thence, South 89°58'29" East, 208.00 feet, thence, South 00°00'37" West, 156.00 feet to the Point of Beginning, thence, South 89°58'29" East, 137.00 feet to the intersection with the approximate centerline of an existing canal, thence, along said centerline, South 00°00'37" West, 137.50 feet, thence, North 89°58'29" West, 137.00 feet, thence, North 00°00'37" East, 137.50 feet to the Point of Beginning and containing 18,837.50 square feet, more or less.

PHASE IV

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet, thence, South 89°58'29" East, 208.00 feet, thence, South 00°00'37" West, 293.50 feet to the Point of Beginning, thence, South 89°58'29" East, 137.00 feet to the intersection with the approximate centerline of an existing canal, thence, along said centerline, South 00°00'37" West, 95.00 feet, thence, North 89°58'29" West, 115.00 feet, thence, South 00°00'37" West, 30.00 feet, thence, North 89°58'29" West, 175.00 feet, thence, North 33°40'36" West, 18.03 feet, thence, North 00°00'37" East, 110.00 feet, thence, South 89°58'29" East, 163.10 feet to the Point of Beginning and containing 33,974.50 square feet, more or less.

PHASE V

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet, thence, South 89°58'29" East, 345.00 feet to the intersection with the Northerly extension of the approximate centerline of an existing canal, thence, along said extension line, South 00°00'37" West, 388.50 feet to the Point of Beginning, thence, continue along said line South 00°00'37" West, 92.50 feet, thence, North 89°58'29" West, 82.00 feet, thence, North 00°00'37" East, 12.00 feet, thence, North 89°58'29" West, 33.00 feet, thence, North 00°00'37" East, 80.50 feet, thence, South 89°58'29" East, 115.00 feet to the Point of Beginning and containing 241.50 square feet, more or less.

A N D

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 478.50 feet to the Point of Beginning, thence, South 89°58'29" East, 140.00 feet, thence, South 00°00'37" West, 22.50 feet, thence, South 89°58'29" East, 10.00 feet, thence, South 00°00'37" West, 129.89 feet, thence, South 89°58'21" West, 150.00 feet to the intersection with the West line of said Section 5, thence, along said line, North 00°00'37" East, 152.53 feet to the Point of Beginning and containing 22,639.50 square feet more or less.

Phase I lands are submitted to this condominium ownership and development by this Declaration. Phase II, Phase III, Phase IV and Phase V may be added subsequently on or before January, 1984, and such lands may be submitted by amendment to this Declaration executed and acknowledged by the developer without necessity for approval or consent of any unit owners or mortgagees and developed according to legal description, plot plans, survey and graphic description submitted with this Declaration.

IV-
IDENTIFICATION OF UNITS

The Condominium property submitted herewith consists of the land described in Article III as Phase I and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. In addition, the Condominium property shall include as common elements and/or to be treated as common elements any interest in real property acquired by the Condominium Association in accordance with the provisions of Article XXIV entitled "RECREATIONAL FACILITIES" herein contained. The principal improvements on the real property submitted herewith to condominium ownership consists of two (2) buildings containing eight units (numbered 8, 9, 10, 11, 20, 21, 22 and 23), said buildings being numbered 3 and 7, a recreation site, private roadways (designated Settlement Road), parking areas, concrete walk and paved areas. Each building is a one-story building and contains four condominium units. Units numbered 10, 11, 20, 21, 22 and 23 are two bedroom, two bath units. Unit number 8 is a two bedroom, one bath unit and unit number 9 is a one bedroom, one bath unit. The porches to units 11 and 20, the patios to each unit, the entries to each unit, and the designated existing parking are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Maintenance and upkeep of each entry and porch shall be the exclusive responsibility of the unit owner or owners to which it shall be appurtenant. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

V-
SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

There is attached hereto as Exhibit "A" and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof by reference. Said exhibits have been certified to and in the manner required by §718.104(4)(3), Florida Statutes, The Condominium Act.

ADDITIONAL PHASES

On or before January 31, 1984, the Developer may develop as additional phase or phases, Phase II, Phase III, Phase IV and Phase V, or any one or more of them, and amend the Declaration and exhibits thereto to submit such lands to the condominium, and describe the improvements and state the amended rights and obligations as required by law. If so developed and submitted:

- (1) Phase II shall consist of Building #1, containing Unit #1 (2 bedroom and 2 bath), Unit #2 (1 bedroom and 1 bath), Unit #3 (1 bedroom and 1 bath) and Unit #4 (2 bedrooms and 2 baths);
- (2) Phase III shall consist of Building #2, containing Unit #5 (2 bedrooms and 2 baths), Unit #6 (2 bedrooms and 2 baths) and Unit #7 (2 bedrooms and 2 baths);
- (3) Phase IV shall consist of Building #4, containing Units #12 and 14 (each a 2 bedroom and 2 bath) and Unit #13 (1 bedroom and 1 bath) and Building #5 containing Units #15, 16 and 17 (each a 2 bedroom and 2 bath);
- (4) Phase V shall consist of Building #6, containing Units 18 and 19 (each a 2 bedroom and 2 bath) and Building #8, containing Units 24 and 25 (each a 2 bedroom and 2 bath).

ADDITIONAL CONDOMINIUMS

The Developer reserves the right to develop other lands as separate condominiums, to be designated CURRY CREEK CONDOMINIUM VILLAS, SECTION 2 and CURRY CREEK CONDOMINIUM VILLAS, SECTION 3 and provide that the affairs of each such condominium shall be managed by the Association, herein provided for, that the unit owners of such additional condominiums shall be members of the Association herein provided for, that each unit of each section shall be entitled to one vote in the Association (to be cast as herein provided), that the said Association shall manage, supervise and operate each condominium, that the Association shall have for each condominium the authority herein specified and the authority granted by law when necessary by law or when compatible with this Declaration and that the units of each condominium shall enjoy a common nonexclusive use with all other units of the common roadways and sidewalks in each condominium. However, such use shall not be deemed a right to share in the common surplus of any condominium other than that in which the owner's unit is situated. Further, the Association shall have the exclusive conclusive authority to decide which items shall be common expense to unit owners of more than one condominium and what portion thereof shall be born by each condominium.

RECREATIONAL FACILITIES

A Recreation Site is designated and submitted to condominium development in Phase I and the Developer contemplates without commitment that such area may be used particularly as a swimming pool facility and that a similar site for tennis courts or other recreational purpose may be submitted and ultimately improved for such use in Section Two, Section Three, or both, and that such recreational facilities may be made available to one or more condominiums other than that in which situated.

Accordingly, the Developer reserves the right in its exclusive discretion to improve the Recreation Site in Phase I such as a pool facility (such improvement to be accomplished by the Developer at its sole and exclusive cost) and to submit to condominium and develop or improve similar recreation sites and facilities in each additional section and to provide by Declaration for each section that each of the recreation facilities shall be for the non-exclusive use of each unit of each condominium. In the event that such recreation site or sites are committed in one or more additional condominiums, each site and any facilities thereon may be subject to the non-exclusive use of units of other condominiums and the Association shall be authorized in its exclusive discretion to improve, maintain and operate each facility and equitably distribute the cost as a common expense to the budgets of the various condominiums.

VI

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT.

Each unit shall have as an appurtenance thereto an equal undivided share in the common elements: 1/8 initially; 1/12 when phases 1 and 2 are complete; 1/15 when phases 1, 2 and 3 are complete; 1/21 when phases 1, 2, 3 and 4 are complete and 1/25 when phases 1, 2, 3, 4 and 5 are complete. The common expenses shall be borne by the condominium unit owners and the said unit owners shall share in the common surplus, each in the same proportions as undivided share in common elements. In the event of any different order of completion of future phases, if any, at the completion of each future phase, the owners in such future completed phases and the owners of prior completed phases shall share equally the common elements, common expenses and common surplus.

VII

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is CURRY CREEK OWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit. The Association shall have all the powers, rights and duties set forth in this Declaration, the By-Laws and Articles of Incorporation. A copy of the Articles of Incorporation of the Association are appended hereto as Exhibit No. B. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by law. Article X of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation.

Additional condominiums to be named CURRY CREEK CONDOMINIUM VILLAS, SECTION 2 and SECTION 3, may be developed. In that event, the unit owners of each of such additional condominiums shall also be members of this same Association and this same Association shall have, and exercise, identical powers, management and supervision of such additional condominiums.

VII

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Condominium Association which are annexed to this Declaration as Exhibit No. C and made a part hereof. Said By-Laws may be amended as provided by pertinent statutes as amended.

IX

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a condominium unit whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article VII hereinabove and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every condominium unit shall accept ownership of said unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each condominium unit is entitled to one vote in the Condominium Association. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Articles of Incorporation and By-Laws which are attached hereto and made a part hereof as Exhibit B and C. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws (such as "2/3 of the unit owners" or "a majority of the members") unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium units present and voting. Unless a particular provision shall require otherwise, a majority vote of the number of votes of units present and voting and entitled to vote on any matter, shall be controlling, providing a quorum is present. The one vote to which each unit is entitled shall be equally divided among its joint owners, if any, unless they agree otherwise as provided by the By-Laws.

X

AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of 2/3 of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments, except as otherwise specifically provided in this Declaration.

B. The provisions of Paragraph A above notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association in so far as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. The provisions of Paragraph A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses or ownership of common surplus fails to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scrivener's error a unit has not been designated an appropriate undivided share of the common elements, common expense or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by Law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other Documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the unit owners voting at a meeting of unit owners (members of the Association) called at least in part for the purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Paragraph, materially adversely affects property rights of unit owners, the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment, considered and approved pursuant to this Paragraph, modifies the shares of common expense, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements, common expense or common surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this Paragraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant to attributable to another unit.

XI

PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof as private single-family residences and for no other purpose, except where specific exceptions are made in this Declaration, and occupants thereof shall not be under sixteen years of age except as hereinafter provided.

In order to assure the operation and maintenance of a quiet and predominantly adult community, to provide for a congenial occupation of the Condominium and to protect the value of the property, the use of the property shall be restricted in accordance with the following provisions:

A. The units shall be used as single-family residences and its owners and occupants may not be under sixteen years of age except for temporary occupancy as hereafter provided. The various rooms which are not condominium units and are not limited common elements appurtenant to one or more condominium units, may be used for such purposes as shall be lawful and permitted by the Association.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by rules and By-Laws of the Association as are compatible with such purposes and this Declaration.

C. No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession and proper use of the Condominium Property by residents.

D. No unit owner shall permit nor suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium Property.

E. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor of any condominium unit or any part thereof.

F. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his condominium parcel or any part of the Condominium Property.

G. Reasonable regulations concerning use of the Condominium Property and especially the common elements and limited common elements may be promulgated by the Condominium Association. Copies of all regulations shall be furnished to all unit owners.

H. Temporary occupancy by children in a unit for no longer than thirty (30) days in a calendar year shall be allowed unless prohibited by Association By-Laws.

I. One household pet not exceeding twenty (20) pounds in weight may be kept on the unit premises and allowed on common property subject to Association rules and regulations.

J. No units may be rented for a shorter period than three (3) months, except that the Association, upon resolution of its Board of Directors approved by a majority of the units or upon initial resolution of the unit owners approved by a majority of the units, may adopt such regulations as it deems wise relative to the rental period.

XII CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the apartments and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

A. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

B. A unit owner intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease, the name and address of the intended purchaser or lessee, such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects. The Association shall have the first right to buy or lease on the same terms.

C. No sale, transfer, lease or conveyance of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the document of conveyance.

D. Failure of the Association to act in fifteen (15) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this ARTICLE XII shall apply to original and all successive sales, leases, transfers, subleases or assignments.

F. No unit owner shall sell or lease nor shall approval be given until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed lessee can qualify as to the use restrictions.

G. If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Every purchaser or lessee who acquires any interest in a condominium unit shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association and the provisions of the Condominium Act.

I. Should any condominium unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit, including the fee ownership thereof, without complying with the provisions of Paragraphs C through F above, provided however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of Paragraph C through F above shall again be fully effective with regard to subsequent sales or conveyances of said unit.

XIII

RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of sixteen (16) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of ARTICLE XII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

C. Nothing in this ARTICLE XIII shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XIV

ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by The Condominium Act, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, flood, windstorm and extended coverage insurance on the Condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements

(but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the Condominium, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or other, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Board of Directors of the Association to be common expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities permitted in ARTICLE XXIV hereof.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in ARTICLE VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at ten (10%) percent per annum.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

XV

LIEN OF THE ASSOCIATION

The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the unit owner of each condominium unit as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees including appellate court fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act.

PROVISIONS RE TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including common elements, limited common elements and the condominium units. In such case, the tax will be apportioned against each parcel according to the schedule of ownership or common elements contained in Exhibit No. 4 hereto and otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium Property as a whole instead of against each parcel it shall be treated as a common expense in accordance with the provisions of this ARTICLE XVI.

XVII

MAINTENANCE AND REPAIRS

A. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air-conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached balconies); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached balconies); and all window and plate glass in windows and plate glass in the perimeter walls of the unit and its attached balconies. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their balconies and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony, balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box applicable and servicing the unit inward; that is to say, in respect of all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the By-Laws of the Association.

XVIII

ALTERATION OF UNITS

A. No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air-conditioning units which may protrude through the walls or roof of the building, install hanging plants or lights in balconies or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit, without consent of the Association. No unit owner nor any other person shall install upon the roof or exterior of the Apartment Building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association.

B. Any alteration in units owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph B may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

XIX

ALTERATIONS, ADDITIONS AND
IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

1. A special meeting of all the unit owners may be called for the purpose of acting upon the proposal of such substantial alteration, improvement or addition, upon not less than thirty (30) days nor more than sixty (60) days notice.

2. A vote of two-thirds (2/3) of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.

3. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall bear the same portion or share of such cost as is the share of the common elements appurtenant to his unit, as such shares are set forth in paragraph VI of this Declaration.

XX

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in paragraph VI of this Declaration. Each individual

unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of The Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements to the extent that and only if the law mandates such personal liability.

A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements and limited common elements, but also the liability of individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the unit owner against all liabilities for damage to persons and property whether occurring within or without a unit, and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all unit owners, then the Association may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

XXI

PROVISIONS FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION,
INSURANCE TRUSTEE, EMINENT DOMAIN CONDEMNATION

A. PURCHASE OF INSURANCE. The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available, including flood insurance. Because of the location of the Condominium Property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business

in Florida, designated by the Board of Directors of the Association. Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency or premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION.

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares of the common elements as set forth in Article VI of this Declaration.

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS. Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Article VI of this Declaration and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Article VI, except as provided in Paragraph I below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3) or more of all units are or have been rendered untenantable by casualty loss or damage; and/or,

2. If two-thirds (2/3) or more of all the units are not or have not been rendered untenantable by casualty loss or damage, then with respect to at least one separate and distinct building within the Condominium, that three-fourths (3/4) or more of the units in such building are or have been rendered untenantable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless two-thirds (2/3) of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described in subparagraph 1 above, but with respect to one or more buildings be at least that degree with respect to each of such buildings described in subparagraph 2 above, then each building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the unit owners owning units in such buildings so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear in accordance with the provisions of Paragraph I below, and the Condominium Property shall to the extent provided for in Paragraph I below be removed from the provisions of The Condominium Act, as amended, in accordance with the provisions of Paragraph I below. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3) of the unit owners or, in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has not received the necessary writings from three-fourths (3/4) of the unit owners residing in each of the separate buildings which have experienced the degree of damage mentioned in subparagraph 2 above.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. Only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit

or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

I. REPAIR AND RECONSTRUCTION. The provisions of Paragraphs D, E, and F to the contrary notwithstanding, each separate and distinct building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only building in the Condominium, to the effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such building shall be first used for the reconstruction and repair of that building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium unit owners in that building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction or repair as contemplated by Paragraph D above. For the purpose of this Paragraph 1, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements as set forth in Exhibit No. 4 attached hereto, divided by the sum total of the shares in the common elements attributable to all the condominium units in that building as set forth in paragraph VI. The relative proportion thus established with respect to all condominium units in a building is hereinafter referred to as the "relative common elements per building".

2. If under the provisions of Paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular building which has suffered casualty loss and damage and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that building suffering such casualty loss or damage in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of Paragraph I - 1 above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the unit owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the unit owners and their mortgagees as their interests may appear in the separate building suffering such loss or damage in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that there shall occur to a separate building the degree of damage or destruction described in Paragraph F - 2 above, but the Condominium as a whole shall not have experienced the degree

of damage, destruction or loss as set forth in Paragraph F - 1 above, and the building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of Paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that building only and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraiser, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed building, as follows:

The total of the relative common elements per building attributable to units in the building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction of the said building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium units in the said destroyed or damaged building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with ARTICLE XXVI. If the Condominium shall not elect to terminate in accordance with ARTICLE XXVI, then the Condominium Association shall purchase the condominium units in the destroyed or damaged building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each such unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the building so damaged or destroyed, shall be set aside and the balance paid over to the condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

b. The Condominium Association, upon the acquisition of the title to the units and interests of the unit owners in the damaged or destroyed building, shall have the option of either:

(1) Terminating the Condominium Regime with respect to the destroyed or damaged building and making the site thereof a common element of the Condominium; or,

(2) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3) of the condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

c. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium Property the destroyed and/or damaged building as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged building among the remaining unit owners in the proportions that their shares of the common elements as set forth in ARTICLE VI hereof bear to one another; such that upon completion of such redistribution one-hundred percent (100%) of the common elements will have been distributed among the remaining condominium unit owners and the condominium units not contained in the damaged or destroyed Apartment Building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed Apartment Building among the remaining units in the proportions of their shares of the common expenses and common surplus as set forth in ARTICLE VI. to this Declaration of Condominium bear to one another, such that upon completion of such redistribution, one-hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium units not contained in the damaged or destroyed Apartment Building.

J. In the event of change in Condominium Property by eminent domain so as to reasonably justify or suggest a modification or change in the common elements, in the judgment of the Board of Directors of the Association, the Board of Directors shall have the authority to make such changes, modifications and repairs and other provisions of this Declaration notwithstanding, shall have the authority to amend the Declaration and exhibits thereto to reflect and demonstrate such changes. However, such changes may not alter the undivided share in common elements, the share of common expenses or the share in common surplus so to make any unit's share more or less than an equal share, may not alter the right to vote and may not alter the size or configuration or serviceability of any unit. Should a portion of a unit be taken by eminent domain so that only a portion of the unit remains as Condominium Property, the Board of Directors may by negotiation with the owner purchase the untaken remainder of the unit as an item of common expense and convert it to common elements.

XXII.

MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgage owned by that mortgagee.

B. If the holder of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage or as result of a deed given in lieu of foreclosure, such acquiror of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former unit owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the unit owners including such acquiror, his successors and assigns.

C. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, or the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

XXIII.

DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

A. The provisions of ARTICLE XII of this Declaration respecting sale, transfer and lease of condominium parcels shall not be applicable to the Developer who is submitting the Condominium Property to the condominium form of ownership. The Developer has and reserves the right to sell, lease or rent condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of units including but not limited to the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided. The Developer may sell, lease, mortgage and/or rent parcels owned by it to any person or persons whomsoever and the provisions of Paragraph C through F of ARTICLE XII shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association.

B. So long as the Developer holds any units for sale in the ordinary course of business none of the following actions may be taken by the Condominium Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

1. Assessment of the Developer as a unit owner for capital improvements; and
2. Any action by the Association that would be detrimental to the sales of units for the purpose of this Paragraph.

C. The provisions of ARTICLE XI of this Declaration to the contrary notwithstanding, the Developer may retain and use as sales offices, promotion and developmental offices and models any units, common elements and limited common elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and other Condominium Documents or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Condominium Association or any of the unit owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

D. For the purpose of this ARTICLE XXIII and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only CASTLE COMMUNITIES, INC. as defined in ARTICLE I hereof, but shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate developer appointed by CASTLE COMMUNITIES, INC. as a successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder together with the said CASTLE COMMUNITIES, INC., providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be so treated as the "Developer".

E. This Article shall not be amended without the written consent of the Developer and any successor or alternate Developer designated in accordance with the provisions of Paragraph D above.

XXIV.

RECREATIONAL FACILITIES

A. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of two-thirds (2/3) of the Association's members and subject to the requirements of Paragraph C below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, 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. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph A and Paragraph C below.

B. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this ARTICLE XXIV, this Article may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

C. The provisions of Paragraph A above notwithstanding, mortgagees holding first mortgages on any unit or units shall, if they acquire such units by foreclosure or deed in lieu of foreclosure, take such unit or unit exempt from and free and clear of any of the terms and obligations and without the use benefits of such agreements entered into under the authority granted in Paragraph A above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph C shall thereafter not apply to such unit or units. The exemption granted in this Paragraph C shall include but not be limited to an exemption from the payment of the prorata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however,

at or before the time the Association enters into such agreement or agreements, a majority (as defined in Paragraph B of ARTICLE XXI hereof) of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph C shall not apply to any mortgagee or to any unit in the Condominium.

D. The provisions of Paragraph A to the contrary notwithstanding, the consent of the Developer shall be a mandatory requirement to the Association's entry into any agreement or acquisition authorized under Paragraph A above at any time the Developer owns condominium units the common elements of which aggregate ten (10%) percent or more. This ARTICLE XXIV shall not be amended without Developer's consent so long as Developer owns more than one condominium unit in the Condominium.

XXV.

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the By-Laws of the Condominium Association or of The Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

XXVI.

TERMINATION

The provisions for termination contained in Paragraph F of ARTICLE XXI of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by three-fourths (3/4) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium.

XXVII.

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

XXVIII.

SPECIAL PROVISIONS REGARDING ASSIGNMENT
OF PARKING AND TRANSFER OF PARKING SPACES

A. The provisions of ARTICLE XII, "CONVEYANCES", of this Declaration to the contrary notwithstanding, condominium unit owners from time to time may convey and transfer their rights in and to the parking spaces constituting limited common elements appurtenant to their units among themselves; that is to say, from one apartment condominium unit owner to another, with the written consent of the Condominium Association, which consent shall not be required when the transfer is to or from the Developer, and with the written consent of the holders of any mortgages encumbering the unit from which the parking space is being transferred, with the following limitations and in the following manner:

1. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance the condominium unit from which the parking space shall have been transferred or conveyed shall have at least one (1) parking space appurtenant thereto as a limited common element and the condominium unit to which the parking space shall have been transferred or conveyed shall have no more than three (3) parking spaces appurtenant thereto as limited common elements. The limitations of this subparagraph 1 do not apply to the Developer.
2. No portion of the common elements attributable to a unit shall be transferred or conveyed from one unit to another for reason of the transfer or conveyance of a parking space, and the undivided shares in the common elements as set forth in Exhibit No. B to this Declaration shall in no way be varied or changed with respect to any unit for reason of the transfer or conveyance of a parking space.
3. Such a transfer or conveyance shall be evidenced by a written deed of conveyance executed by both the transferor and transferee. It shall identify the transferor by name and as the unit owner of a specific condominium unit and identify that condominium unit by its number. It shall also demonstrate the name of the transferee by name and as the unit owner of a specific condominium unit and identify that condominium unit by its number. It shall set forth in substance that the parties are transferring and conveying the particular parking space which is a limited common element appurtenant to the unit owned by the transferor to the transferee for the purpose of having the particular space become a limited common element appurtenant to the condominium apartment unit owned by the transferee. It shall further set forth the consent of the transferor to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a limited common element appurtenant to the transferee's condominium apartment unit subject in full to the provisions of the Declaration of Condominium.
4. The deed of conveyance shall be executed with the formalities for deeds in the State of Florida and promptly shall be recorded among the Public Records of Sarasota, Florida. The deed of conveyance shall be effective no sooner than such recording.
5. The consent of the Condominium Association may be evidenced on the deed of conveyance mentioned in Paragraph 3 above, or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the Public Records of Sarasota County, Florida. Such consent may be in any form the Condominium Association may choose and shall be executed with such formalities as are required of affidavits and for the recording of affidavits among the Public Records of the State of Florida.
6. Once the aforementioned deed of conveyance shall have been duly executed and recorded in accordance with the provisions of this ARTICLE XXVIII and the consent of the Condominium Association shall have likewise been given

and so recorded, the Declaration of Condominium and, in particular Exhibit "A" hereto, shall be deemed amended to the extent necessary to conform to that transfer and conveyance as authorized under this ARTICLE XXVIII, the provisions of ARTICLE VIII, "AMENDMENT TO DECLARATION", to the provisions of ARTICLE VIII, "AMENDMENT TO DECLARATION", to the contrary notwithstanding.

7. Nothing herein shall be deemed to authorize the transfer of any limited common element or other appurtenance to a condominium apartment unit or any part or share thereof to any person or persons whomsoever except the limited common elements which constitute parking spaces may, as herein provided, be conveyed between unit owners provided that at no time may such parking spaces or any of them be owned in whole or in part by any person or persons who are not condominium unit owners, except the Developer. The Developer may exchange parking spaces assigned to it in respect of condominium units owned by it or parking spaces not yet assigned by it for parking spaces previously assigned to other unit owners without the Condominium Association's approval. Any transfer or conveyance of a parking space by any person except the Developer, with or without the consent of the Condominium Association to any other person or persons who is or are not condominium unit owners, except transfers or conveyances to the Developer, shall be totally void.

B. The provisions of ARTICLE V, Paragraph B, to the contrary notwithstanding, the Condominium Association shall not have the right to assign any of the parking spaces in this Condominium during the time the Developer or any successor developer shall own any units in this Condominium whether or not such units are held or offered for sale until the expiration of two (2) years after the date of the sale and conveyance of the last unit in this Condominium to other than the Developer or successor or alternate developers. The Developer may, by instrument in writing, relinquish its control over the assignment of parking sooner than the expiration of the period of time hereinabove set forth. Such instrument shall be effective to transfer to the Condominium Association the power and authority to assign then unassigned parking spaces as appurtenances to the various condominium apartment units.

XXIX.

SPECIAL INSURANCE AND MAINTENANCE PROVISIONS

A. PLATE GLASS INSURANCE. The Condominium Association may in the exercise of its discretion and from time to time determine that plate glass within the perimeter walls of the condominium units may be more economically insured by the Condominium Association under such coverages as the Association shall obtain as elsewhere provided in this Declaration and, in such case, the Condominium Association shall be deemed to have an insurable interest in such plate glass. Upon such determination by the Condominium Association and until otherwise determined by the Association, it shall be the Association's obligation and expense to repair or replace such plate glass as is damaged through casualty loss which is so insured or which may be so insured. Otherwise, and in the absence of the Association making the determination as set forth herein, the replacement of the plate glass in the perimeter walls of a condominium unit for reason of damage or destruction through casualty loss shall be the unit owners' responsibility, except that in any and all events loss or damage occasioned by fire shall be the responsibility of the Association. It shall be deemed a sufficient determination by the Association, and no special act of the Association shall be required, if the Association shall undertake insuring such plate glass for casualty losses in addition to fire or if the Association has acquired or maintains a fire and extended coverage policy.

upon the Condominium Property which contains coverages in addition to fire for casualty loss to such plate glass, whether or not such plate glass coverage is specifically set forth therein, and whether or not there shall be any deductible clause. Nothing herein shall be deemed to alter the condominium unit owners' obligations for maintenance of the plate glass in perimeter walls where that obligation otherwise exists. For the purposes of this Paragraph A, the term "plate glass" as used herein is descriptive of all glass in exterior perimeter boundaries of condominium units in picture windows and sliding glass doors, as opposed to window panes, and is not descriptive of the process whereby glass is manufactured or prepared (e.g., "float" process).

B. MAINTENANCE CONTRACTS. If there shall become available to the Condominium Association a program of contract maintenance for all appliances and/or all airconditioning compressors and/or air handlers serving individual condominium units which the Association determines is to the benefit of the condominium unit owners to consider, then upon resolution of the unit owners by a majority of those voting at a meeting of the unit owners at which a quorum is present, or by a majority of their whole number in writing, the Condominium Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. If, on the other hand, the Condominium Association determines that the program may be undertaken by the Association for the benefit of condominium unit owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the unit owners electing to be included in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual unit owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the unit owners electing in such written undertakings as the Association shall deem proper to evidence the said unit owners' obligations to the Association for their proportionate share of the costs of such program.

XXX.

MISCELLANEOUS PROVISIONS

A. COMMENCEMENT OF DEVELOPER'S OBLIGATIONS. Developer's obligation to pay maintenance for monthly common expenses may be deferred and excused as follows:

1. The Developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the Condominium as would be the obligation of the condominium units owned by the Developer except for this Paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the fourth month next succeeding the recording of this Declaration, providing, however, that the Developer shall be obligated to pay that portion of the common expense attributable to such units owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium Property if such taxes are common expenses under the provisions of this Declaration or of the By-Laws of the Condominium Association.

The Developer or other person owning condominium units or having an obligation to pay common expenses may be excused from the payment of his share of the common expense which would have been assessed against his unit during the period of time that he shall have guaranteed to each unit owner or, in the case of a Developer, by agreement between the Developer and at least a majority of the unit owners other than the Developer, that the assessment for common expenses of the Condominium imposed upon the unit owners will not increase over a stated dollar amount, providing that the Developer or such other persons shall obligate themselves to pay any amount of common expenses incurred during that period (of the guarantee of maintenance) and not produced by the assessments at the guaranteed level received and receivable from other unit owners. The agreement of the Developer may be contained in the Purchase Agreements for condominium units in the Condominium heretofore and hereafter executed with Developer. Persons other than the Developer or specific designees of the Developer may be excused from payment as aforesaid but only if both the Developer and the Condominium Association shall approve.

B. RIGHT OF ENTRY. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property, or any of it.

C. CONTRACTUAL LIENS AUTHORIZED. Each condominium unit owner in this Condominium is authorized to grant liens upon his respective condominium unit to secure the payment of his share (or the share attributable to his condominium unit in the appropriate cases) of any fees, dues, charges or other exactions which the condominium unit owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to-wit, memberships, liens, contracts or other undertakings obtained by the Condominium Association for the use of the condominium unit owners by any means whatsoever. So long as such a lien encumbers a unit, the owner of that unit may not vote for voluntary termination of the condominium form of ownership without the consent of the holder of that lien. In the event of the termination of the condominium form of ownership as provided for by Law or by the terms of this Declaration, the said lien so created shall attached to the undivided interests in the Condominium Property resulting from termination, held by the condominium unit owner creating such lien or owning a unit encumbered by such lien. This Paragraph C shall be liberally construed to grant condominium unit owners maximum authorities to grant the liens hereinmentioned for the purposes herein provided and shall not be construed in any way to restrict the powers or authorities of the condominium unit owner nor to require any particular form for the creation of such liens, but condominium unit owners shall, in addition to the powers and authorities created herein, have the power and authority to create liens on their units which they would otherwise have had, had this Paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this Paragraph shall take priority from the recording among the Public Records of Sarasota County, Florida, of the document creating that lien. This Paragraph shall not be construed to cause or allow liens created under the authority of this Paragraph to become effective earlier than the aforementioned recording of the document creating such lien and neither this Paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

D. EASEMENTS. The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium Property for public utility purposes and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium Property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the Public Records of Sarasota County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph D.

E. MASTER TELEVISION ANTENNA AND CABLE TELEVISION. The Association, by action of its Board of Directors, is authorized to enter into agreements to provide or allow master television service, whether or not in association with cable television service, to be given to the owners or occupants of improvements to real property in the vicinity of the Condominium, upon such terms and conditions as the Board of Directors shall approve, including but not limited to the authority of the Association to enter into a master television service contract in which the cost shall be treated as a common expense. This authority is granted in realization of the fact that a master television antenna may be able to serve the condominium unit owners as well as persons residing on other improved property in the vicinity of the Condominium on a more economical basis. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as the Board of Directors shall approve to effectuate the intentions of this Paragraph. Unit owners shall have the right to have cable television service extended and provided within their units without action of the Board of Directors and such services may be brought to the unit owners requiring or desiring such service over the common elements of the Condominium and as other utility services may be extended to the condominium units, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them. Nothing in this Paragraph E shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install either a master television antenna or cable television facilities in this Condominium, nor to prohibit such installation.

F. SECURITY SYSTEM. The condominium unit owner shall have the right to have his unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as shall be reasonably necessary to provide such service to such condominium unit providing that such installation shall not be unsightly when installed outside the unit and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

G. SPECIAL PROVISION RE PARKING. The Condominium Association may adopt reasonable rules and regulations which shall provide a manner in which parking spaces may, in the absence of the use thereof by the unit owner or owners to which such parking is assigned as an appurtenance (limited common element) to their unit, be used by guests, providing that any such rules and regulations shall not interfere with the reasonable use of such parking spaces by the owners of the condominium apartment units to which they are appurtenant as limited common elements. This Paragraph shall not apply to parking located within garages (indoor parking) unless approved by a vote of two-thirds (2/3) of the total number of condominium apartment unit owners and, during such time as the Developer or successor Developer shall own five (5) or more condominium apartment units, then this Paragraph shall not apply to garage (indoor) parking spaces without the written permission of Developer.

H. ASSOCIATION MAY WAIVE LEASEHOLD RESTRICTIONS. The provisions of ARTICLE XII of this Declaration respecting the restrictions on leasing and the right of the Association may be waived as a matter of Association policy uniformly applicable to all unit owners, upon recommendation of the Association approved by resolution of the membership (unit owners). Notwithstanding such waiver, the Board of Directors shall have the power to reimpose any of the waived restrictions or limitations set forth in ARTICLE XII without approval of the membership being required. By a two-thirds (2/3) vote of the Board of Directors, the Board may impose additional restrictions and rules and regulations upon the leasing of units in addition to those contained in ARTICLE XII, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

I. DEVELOPER'S RIGHT TO USE UNITS AS OFFICES. The Developer may maintain offices in not more than two (2) units until all other units of the Developer have been sold, provisions of ARTICLE XI of the Declaration to the contrary notwithstanding. Thereafter, the Developer may maintain offices in not more than one (1) unit of the Condominium with the permission of the Condominium Association or the membership under such reasonable terms and conditions as the Association and the Developer shall negotiate. This Paragraph I may not be amended without the written consent of the Developer.

J. PORCHES, TERRACES AND BALCONIES MAY BE ENCLOSED. Porches, terraces and balconies may be enclosed only with the approval of the Condominium Association's Board of Directors. This provision may be amended upon recommendation of the Board of Directors by a vote of two-thirds (2/3) of the whole number of votes of the Condominium Association.

K. RESTRICTION ON AMENDMENTS. Provisions of ARTICLE X of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any units in this Condominium, and for a period of two (2) years after the sale and conveyance of the last condominium unit owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate developer.

L. APPROVAL BY CONDOMINIUM ASSOCIATION. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the unit owners or the Condominium Association's member.

M. SHARES OF OWNERSHIP ON TERMINATION.

1. Upon removal of the Condominium Property from the provisions of The Condominium Act or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common in the undivided shares set forth as percentages in Article VI hereof, which shares are hereafter referred to as "Termination Shares" in the same proportions as the ownership of common elements and common expenses.

2. Paragraph M-1 above and Article VI may be amended in accordance with the applicable provisions of Article X hereof. The amendatory procedures set forth in Paragraph C of Article X may be employed in any appropriate case therein mentioned and in any case in which through scrivener's error it shall appear that the total of the Termination Shares shall not equal exactly 100%. No amendment, however, whether under Paragraph A, B or C of Article X, may change the Termination Share attributable to a unit without the written consent of the unit owner of that unit and of all mortgagees holding mortgages encumbering that unit. This Paragraph M-2 may not be amended without unanimous consent of all unit owners.

XXXI

CANALS, PONDS, LAKES AND WATERWAYS

It is understood that this Condominium contains and abuts certain canals, ponds, lakes and/or waterways. The rights of Developer relative to the same are subject to certain statutory and common law rights of the public and governing bodies. To the extent that Developer may impose the same the following restrictions and reservations are hereby declared relative to such water areas, to-wit:

(1) Until Developer has completed all construction permitted by this Declaration and Declarations for other sections of Curry Creek Condominium Villas the Developer shall have the right to improve and maintain all water shores and bottoms at Developer's expense (or at the expense of the Association, if Developer is managing the Condominium on behalf of the Association or if the Association is then being operated by the various Unit owners), from time to time as Developer deems necessary or appropriate. Developer is hereby granted access over the common elements of this Condominium for such purpose.

(2) Developer reserves the right to convey any such water areas to the Association, except to the extent that the same are common elements of this Condominium or any section of Curry Creek Condominium Villas, and all Unit owners through assessment by the Association shall pay their pro-rata share of the maintenance of such water areas as then determined by the Association.

(3) No boat motors may be operated on any such water areas except for the main body of Curry Creek.

(4) No boat or motor repair work may be performed in canals or docking areas.

(5) Boats of owners may only be anchored or docked or launched or taken from the water at those areas and locations designated or approved by the Association.

(6) The Association may pass from time to time uniform rules and regulations governing the use of such water areas, bottoms and shores as will promote the common benefit and convenience of all owners of Units in all sections of Curry Creek Condominium Villas.

XXXII.

RIGHT TO CONSTRUCT PORCHES, LANAIS, PATIOS, ETC.

Until the conveyance by the Developer to a purchaser of the last unit or until ten (10) years from the date hereof, whichever event occurs first, Developer does hereby reserve the exclusive right to extend party walls within the limits depicted on the Condominium plat mentioned above for the benefit of any particular Unit and/or to install or enclose a porch, lanai, or patio in the rear portion of such Unit within the boundaries thereof. Any such installation by Developer to be done only relative to Units owned by Developer or under contract with the owners thereof. In the event any Unit owner desiring such installation does not wish to contract with Developer, such Unit owner shall have the right to select another contractor to do such work but Developer (or the Association if Developer is no longer managing the same) shall have the right of approval of the proposed installation, which installation must be in keeping with work done by Developer in appearance and design. The contractor and owner shall be jointly obligated to repair at their expense any damage to the common elements or limited common elements by reason of such installation.

IN WITNESS WHEREOF, CASTLE COMMUNITIES, INC. has caused this Declaration of Condominium to be executed by its duly authorized officers this 6th day of April, 1977.

IN THE PRESENCE OF:

Ray Graham
Barcl E. Glass

CASTLE COMMUNITIES, INC.

BY: Paul R. Bell

ATTEST: Robert E. Quiston
(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF) SS:

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared Paul R. Bell and Robert E. Quiston

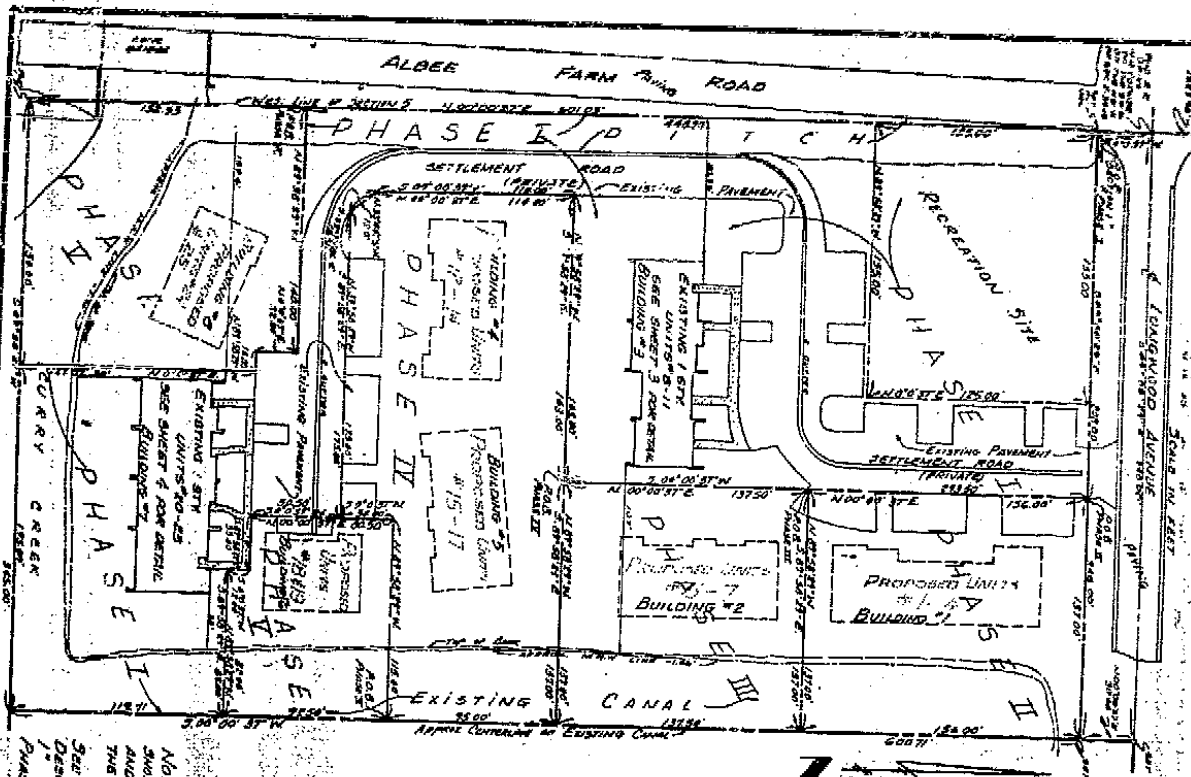
respectively of CASTLE COMMUNITIES, INC., a Florida corporation, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Sarasota, said County and State, this 6th day of April, 1977.

My commission expires:

Barcl E. Glass
NOTARY PUBLIC

My Comm. State of Florida at Large
My Commission Expires Mar. 11, 1982
Bonded by American Surety Company



Condominium Plat Book 12
Page 21

NOTE:
THE PROPOSED UNITS ARE ONE
STORY WITH THE GROUND FLOOR
TO BE USED AS PARKING.

NOTES

- A UNIT SHALL CONSIST OF THE SPACE BOUNDED WITHIN THE HORIZONTAL PLANES OF THE UNDECORATED FINISHED FLOOR AND CEILING TO THE UNDECORATED FINISHED FLOOR AND THE VERTICAL PLANE OF THE UNDECORATED FINISHED INTERIOR SURFACE OF THE EXTERIOR WALLS.
- EACH CONDOMINIUM UNIT IS IDENTIFIED BY A NUMBER AS SHOWN HEREON.
- ALL INTERIOR AND EXTERIOR BUILDING MEASUREMENTS ARE TO THE UNFINISHED WALLS.
- THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (L.C.E.) ARE RESERVED TO THE EXCLUSIVE USE OF UNITS TO WHICH THEY ARE ADJACENT TO THE EXCLUSION OF OTHER CONDOMINIUM OWNERS.
- THIS CONDOMINIUM PLAT IS SUBMITTED TO ALL THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED AS EXHIBIT "A."

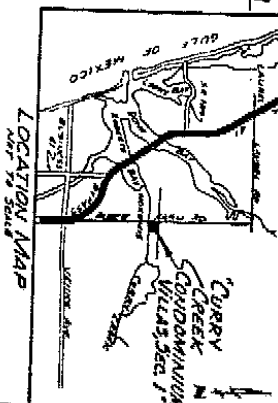
CERTIFICATION

THE UNDERSIGNED, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE INFORMATION OF THE IMPROVEMENTS DESCRIBED IN THIS PLAT THROUGH THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, IS ACCURATE AND CORRECT, AND THAT THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND DIVISIONS OF THE UNITS, AND EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. THE REMAINING UNITS ARE PROPOSED.

BRIAN T. WINNINGHAM, INC.
BY *Brian T. Winningham*
LAND SURVEYOR
STATE OF FLORIDA



SURVEY, PLAT PLAN, DRAFTING DESCRIPTION OF IMPROVEMENTS
LOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS
AND CONDOMINIUM UNITS
TO THE DECLARATION OF CONDOMINIUM OR
EXHIBIT "A"
"CURRY CREEK CONDOMINIUM VILLAS"
SECTION 1, T. 32 N., R. 18 E., S. 32 E.,
A CONDOMINIUM, SARASOTA COUNTY, FLORIDA
PREPARED BY:
BRIAN T. WINNINGHAM, INC.
712 SHAWNEE BLVD.
VENICE, FLORIDA



RECORDERS MEMO: legibility of writing, typing or
printing for reproductive purpose may be unsatisfactory
in this document when received.

AND

[illegible]

SECTION 1

THE CORNER, AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 39 EAST, OF SARASOTA COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID SECTION 5, SOUTH 00°00'00" WEST, 100 FEET, TO THE POINT OF BEGINNING; THENCE, ALONG THE POINT OF BEGINNING, SOUTH 89°59'43"E, 100 FEET TO THE POINT OF BEGINNING WITH THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 39 EAST; THENCE, ALONG THE INTERSECTION OF AN EXISTING CANAL, THENCE, ALONG SOUTH 69°48'21" WEST, 100 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 5, TOWNSHIP 39 SOUTH, RANGE 39 EAST; THENCE, ALONG WEST 00°00'00" WEST, 100 FEET; THENCE, ALONG WEST 00°00'00" WEST, 100 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.00037 ACRES, MORE OR LESS.

PLATE IV

[illegible]

SURVEY PLOT 24, A, GRADING DESCRIPTION OF IMPROVEMENTS
LOCATION OF CONTIGUOUS ELEMENTS, LIMITED COMMON ELEMENTS
AND CONDOMINIUM UNITS
EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF
"CURRY CREEK CONDOMINIUM VILLAS"
SECTION 1
A CONDOMINIUM, SARASOTA COUNTY, FLORIDA
PREPARED BY:
BROOKHART WILKINSON, INC.
712 SHAWNEEK BLVD.
DATE: 08-08-84

DEF. REC. 1298 PG 1840

DETAIL OF BUILDING "3"

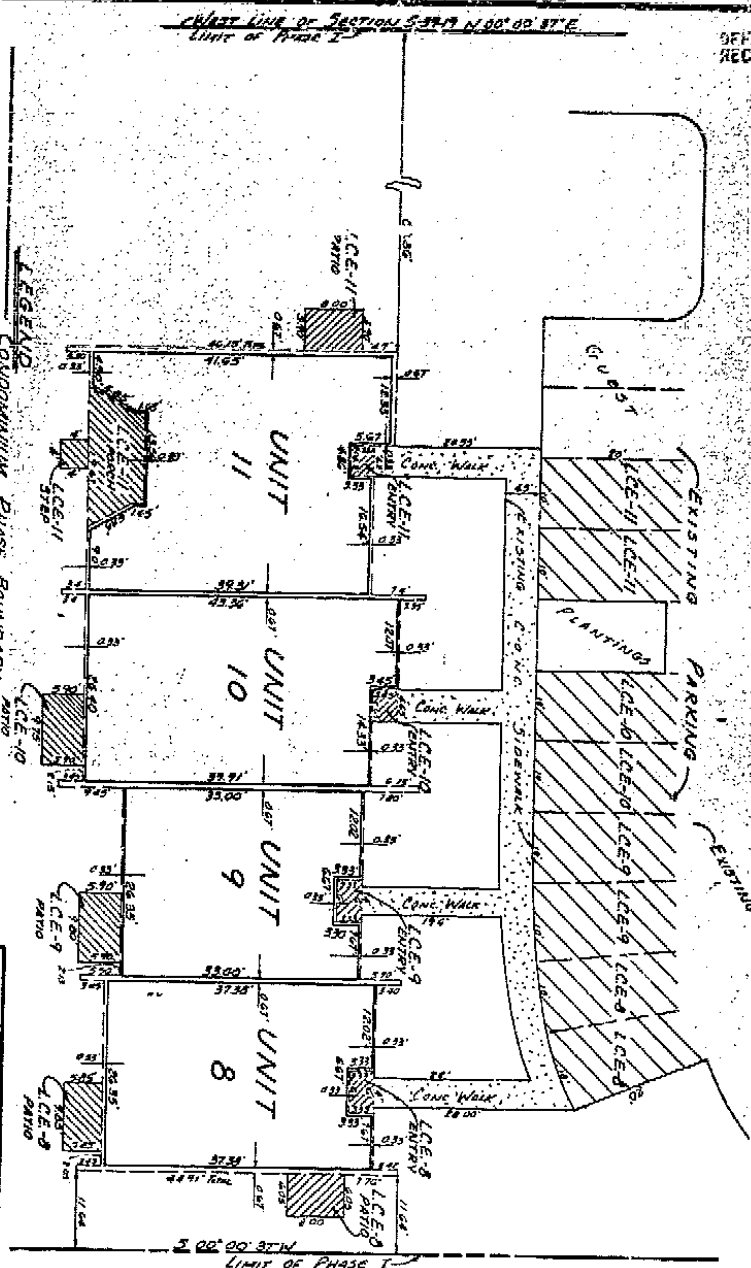
SCALE IN FEET

CONDOMINIUM PLAT BOOK 12 PAGE 218

ELEVATIONS SHOWN IN FEET ARE BASED ON U.S.C.G.S. MEAN SEA LEVEL DATUM.

CONDOMINIUM UNIT	FLOOR ELEVATION	CEILING ELEVATION
8, 9, 10 & 11	14.81	14.85

ROOF ELEVATION = 15.76



SURVEY, PLAT OF PLAN, GRAPHIC DESCRIPTION OF IMPROVEMENTS, LOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND CONDOMINIUM UNITS

EXHIBIT "A"

TO THE DECLARATION OF CONDOMINIUM OF "CURRY CREEK CONDOMINIUM VILLAS" SECTION 1

A CONDOMINIUM, SAKINOTA COUNTY, FLORIDA

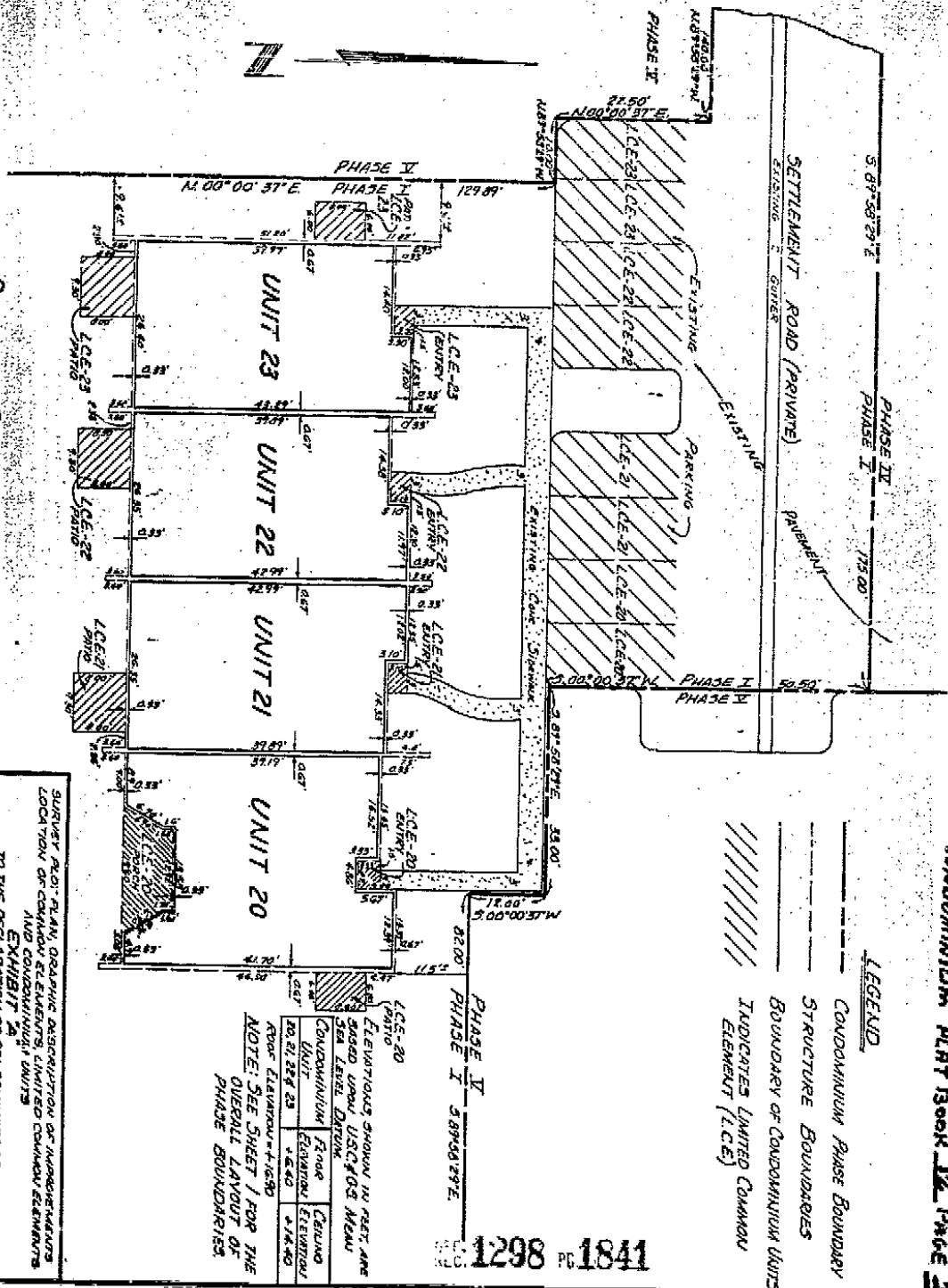
PREPARED BY: [Name]

DATE: [Date]

DEF. REC. 1298 PG 1840

RECORDERS MEMO: legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

OFF. 1298 PG 1841
REC.



CONDOMINIUM PLAT BOOK 12, PAGE 21C

RECORDERS MEMO: Legitimacy of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

ARTICLES OF INCORPORATION

OF

CURRY CREEK ASSOCIATION, INC.
(A Corporation Not For Profit)

1298 1842

FILED
NOV 17 2 54 PM '73
HALLSBERRY, FLORIDA

THE UNDERSIGNED, Subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a Corporation Not For Profit, pursuant to Chapter 617, of the Laws of the State of Florida.

ARTICLE I.

The name of this Corporation shall be:
CURRY CREEK ASSOCIATION, INC.

ARTICLE II.

PRINCIPAL OFFICE: The principal office of said Corporation shall be located at 2071 Main Street, Sarasota, Florida, and the Directors of the Association may change the location of the principal office of said Association from time to time.

ARTICLE III.

PURPOSES: The purposes of this Corporation are to provide by purchase, lease or otherwise, maintain and manage common social and recreational facilities for members of the Corporation at THE SETTLEMENT ON CURRY CREEK, A CONDOMINIUM, hereinafter referred to as the "CONDOMINIUM", situate in Sarasota County, Florida; to provide utility services to and to maintain the common elements of the Condominium including lawns, grounds, roads and walkways, to maintain and paint outside walls of Units of members to provide garbage and trash removal for the Condominium and all Units thereof, to provide fire and extended coverage insurance to the value thereof on the common

1298 1842

elements and each Unit, to assess, collect and pay common obligations, to provide public liability insurance on common elements and to protect the aesthetic qualities and beauty of the Condominium; to promulgate rules and regulations governing the use of the common recreational and social facilities and grounds of the Condominium, as well as use and occupancy of the Units; to undertake such activities and projects as will unite in companionship its members and insure the continuation of enjoyable living conditions at the Condominium. In order to carry out these purposes, the Corporation shall have the powers provided by Florida Statute 617.021, as amended from time to time, as well as all other express and implied powers of Corporations Not For Profit, provided or allowed by or through the Laws of the State of Florida.

ARTICLE IV.

QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION: The members of this Corporation shall consist initially of the undersigned subscribers and thereafter, such other persons as may from time to time, be admitted to membership by the Board of Directors of the Corporation, in accordance with the provisions of the By-Laws of the Corporation.

ARTICLE V.

TERM OF EXISTENCE: The term for which this Corporation is to exist shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statute 617, as Amended.

ARTICLE VI.

NAMES AND RESIDENCES OF SUBSCRIBERS: The names and residences of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
HARVEY J. ABEL	5575 Shadow Lawn Drive Sarasota, Florida 33581

ROBERT P. ROSIN

517 Bird Key Drive
Sarasota, Florida

BETTY P. TAYLOR

2240 Wisteria Street
Sarasota, Florida 33579ARTICLE VII.OFFICERS AND
DIRECTORS:

The affairs of this Corporation shall be managed by a governing Board called the Board of Directors, who shall be elected at the Annual Meeting of the Corporation. Vacancies on the Board of Directors may be filled until the next Annual Meeting, in which case as provided by the By-Laws. The officers shall be: a President, Vice President, Secretary and Treasurer. They shall be elected by the Board of Directors. The officers and members of the Board shall perform such duties, hold office for such terms, and take office at such times as shall be provided by the By-Laws of the Corporation.

ARTICLE VIII.

NAMES OF OFFICERS: The names of the officers who are to serve until the first appointment or election next following the filing of these Articles of Incorporation, pursuant to Florida Statutes, Chapter 617, as Amended, are as follows:

<u>NAME</u>	<u>OFFICE</u>
HARVEY J. ABEL	PRESIDENT
DAVID S. BAND	VICE PRESIDENT
ROBERT P. ROSIN	SECRETARY and TREASURER

ARTICLE IX.NAMES AND ADDRESSES
OF DIRECTORS:

The number of Directors shall initially be three (3). The number may be increased or decreased as provided in the By-Laws of the Corporation, but shall never be less than three (3). The first Board of Directors who shall serve until the election at the regular Annual Meeting

next following the filing of these Articles of Incorporation,
pursuant to Florida Statutes, Chapter 617, as Amended, are:

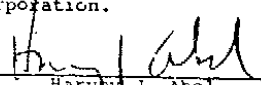
<u>NAME</u>	<u>ADDRESS</u>
HARVEY J. ABEL	5575 Shadow Lawn Drive Sarasota, Florida 33581
ROBERT P. ROSIN	517 Bird Key Drive Sarasota, Florida
WID S. SAND	835 Norsota Way Sarasota, Florida

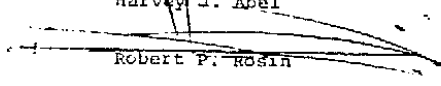
ARTICLE X.

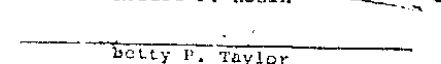
BY-LAWS: The By-Laws of this Corporation may be altered, amended or repealed, and new By-Laws may be adopted by a two-thirds (2/3rds) vote of the members present and voting at any regular Annual Meeting of the Corporation, or at any Special Meeting called for that purpose, if at least fifteen (15) days written notice is given in advance of any such meeting of intention to alter, amend or repeal, or to adopt new By-Laws at such meeting.

ARTICLE XI.

AMENDMENT OF ARTICLES OF INCORPORATION: These Articles may be amended by a two-thirds (2/3rds) vote of the members present and voting at any regular Annual Meeting of the Corporation, provided, however, that these Articles of Incorporation shall not be amended unless written notice is first given of the proposed Amendment to each and every member of the Corporation, not less than fifteen (15) days prior to the regular Annual Meeting of the Corporation; such notice shall be sufficient, if it is published not less than fifteen (15) days prior to the regular Annual Meeting of the Corporation, in such publication as may be designated by the Board of Directors as the official journal of the Corporation.


Harvey J. Abel


Robert P. Rosin


Betty P. Taylor

-4-

"SUBSCRIBERS"

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County above, to take acknowledgments, personally appeared:

HARVEY J. ABEL
ROBERT P. ROSIN
BETTY P. TAYLOR

to me known to be the persons described as Subscribers in, and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESSE my hand and seal this 9 day of March, 1977, in the County and State last aforesaid.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC - FLORIDA AT LARGE
COMMISSION EXPIRES MAY 9, 1977
NOTARY UNDERWRITER

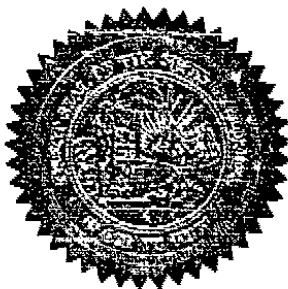
STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
 certify that the following is a true and correct copy of

Certificate of Amendment to Articles of Incorporation of
 CURRY CREEK ASSOCIATION, INC., a corporation not for profit
 organized and existing under the Laws of the State of Florida,
 changing its corporate name to CURRY CREEK OWNERS ASSOCIATION,
 INC., filed on the 26th day of February, A. D., 1974, as
 shown by the records of this office.



GIVEN under my hand and the Great

Seal of the State of Florida, at

Tallahassee, the Capital, this the

27th day of February,

A.D., 19 74.

Richard (Dick) Stone
 SECRETARY OF STATE

BY-LAWS

CURRY CREEK OWNERS ASSOCIATION, INC.

ARTICLE I.
PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 2071 Main Street, Sarasota, Florida. The Corporation shall have and continuously maintain at above office an Agent whose office shall be identical with such registered office. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II.
MEMBERS

Section 1: Initial And Subsequent Members. Those persons or Corporations who presently own or hereafter acquire title to Units in THE SETTLEMENT ON CURRY CREEK, A CONDOMINIUM, hereinafter referred to as the "CONDOMINIUM", shall be members.

Section 2: Voting Rights. There shall only be allowed one (1) vote per Unit, said vote, in the event of joint ownership of a Unit, to be divided equally among the joint owners thereof and cast as fractional votes, or by agreement of the joint owners, cast by one of their number.

Section 3: Termination of Membership. Whenever a member ceases to become an owner of a Unit in the Condominium his membership shall then and there automatically terminate.

Section 4: Transfer of Membership. Membership in this corporation is not transferable or assignable.

ARTICLE III.
MEETING OF MEMBERS

Section 1: Annual Meeting. An Annual Meeting of the members shall be held at the office of the corporation on the ____ day of _____ of each year, beginning with the year 19____, at the hour of 10:00 o'clock A. M., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Florida, such Meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any Annual Meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the members as soon thereafter as conveniently may be.

Section 2: Special Meetings. Special Meetings of the members may be called by the President, the Board of Directors, or not less than one-tenth of the members having voting rights.

Section 3: Place of Meetings. The Board of Directors may designate any place within Sarasota County, Florida, as the place of meeting for any Annual or Special Meeting, and if no such designation is made, such Meeting shall take place at the office of the corporation, Sarasota County, Florida.

Section 4: Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a Special Meeting, or when required by Statute, or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed

to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5: Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum: The members holding two-thirds (2/3rds) of the votes which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is present, unless otherwise provided by the Declaration or Declarations of Condominium for the Condominium, these By-Laws or the Charter of the Corporation, a majority of those present may take corporate action. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7: Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized Attorney-in-Fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 8: Voting by Mail. Where Directors or Officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV
BOARD OF DIRECTORS

Section 1: General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Said Board shall

have and execute all powers necessary to accomplish its duties and obligations relative to the Corporation and the Condominium.

Section 2: Number, Tenure and Qualifications. The members of the Corporation shall at each Annual Meeting determine the number of Directors of the Corporation for the following year, which said number shall in no event be less than three (3); the numbers of Directors so determined shall be elected at the meeting by the members of the Corporation, the appropriate number of candidates receiving a plurality of the votes cast to be the duly elected Directors of the Corporation. The present members of the Board of Directors or successors of the present members of the Board of Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next Annual Meeting of the members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next Annual Meeting of the members and until his successor shall have been elected and qualified, or until removed by a majority of the members for misfeasance or malfeasance, at a Special Meeting of the members called for that purpose.

Section 3: Regular Meetings. A regular Annual Meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the Annual Meeting of members.

Section 4: Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place within Sarasota County, Florida, as the place for holding any Special Meeting of the Board called by them.

Section 5: Notice. Notice of any Special Meeting of the

Board of Directors shall be given at least ten (10) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6: Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8: Vacancies. Any vacancy in the Board of Directors and any directorship to be filled by reason of death, disability, resignation or removal, shall be filled through election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9: Compensation. Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the

Corporation in any other capacity and receiving compensation therefor.

ARTICLE V.
OFFICERS

Section 1: Officers. The Officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other Officers, including one or more Vice Presidents, one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2: Election and Term of Office. The present officers of the corporation or their successors as elected by the Board of Directors of the corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the corporation. Thereafter, the officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4: Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5: President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6: Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

Section 7: Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit

all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8: Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the Seal of the Corporation and see that the Seal of the Corporation is affixed to all documents, the execution of which on behalf of the corporation under its Seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9: Assistant Treasurers, and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, or by the President or the Board of Directors.

Section 10: Compensation. Officers of the Corporation shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity and receiving compensation therefor.

**ARTICLE VI
COMMITTEES**

Section 1: Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof.

Section 3. Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

Section 4: Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 5: Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6: Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7: Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII
CONTRACTS, CHECKS, DEPOSITS
AND FUNDS.

Section 1: Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice President of the Corporation.

Section 3: Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.

Section 4: Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of

the corporation.

ARTICLE VIII
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and shall be sealed with the Seal of the Corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each unit and shall contain the names of the owner or owners thereof and, in the event of occupancy of such unit by a Lessee or Sub-Lessee for a term of more than five (5) years, the name or names of such Sub-Lessee or Sub-Lessees as the case may be. The name or names appearing on such certificate and unit number shall be entered in the records of the corporation.

Section 2: Issuance of Certificates. When a person or corporation has become a member, a certificate of membership shall be delivered to such member or members, as described above, by the Secretary, if the Board of Directors has provided for the issuance of certificates under the provision of Section 1 of this Article.

ARTICLE IX.
BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X.
FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI.
ASSESSMENTS

Section 1. The Board of Directors shall determine from time to time the assessments to be paid by the members. Said assessments are to be levied in an amount and manner so as to provide the Corporation with sufficient funds to meet the obligations of the Corporation and furnish the facilities and services to the Units of the Condominium which the Corporation is obliged to furnish, all on a non-profit basis and each Unit to bear only its pro-rata share of same, as provided in the Declaration of Condominium. The Board of Directors in making such assessments shall prepare and submit annually to all members of the Association the budget for the forthcoming fiscal year and shall collect during such fiscal year from each Unit each month one-twelfth (1/12) of such Unit's share of the budget, such assessments to be made quarterly in advance. At the end of each year an adjustment shall be made with each Unit to promptly pay upon invoicing its share of the deficiency, if any, in the year's fiscal operation or be rebated, if that be the case, its share of the surplus, subject to appropriate reserves as determined by the Board of Directors.

The Board shall make from time to time such special assessments as it deems necessary or appropriate to fulfill its obligations, provide for the betterment of and meet the needs of the Condominium. Special assessments shall be payable within the time determined by the Board.

The services and facilities that the Association is to furnish for the benefit of the Condominium, in addition to those services and facilities hereinafter added by vote of the Board and subject to subsequent deletion of services or facilities pursuant to vote of the Board, shall be the furnishing of utility service to the common elements, the furnishing of water and sewer service to each unit, maintenance of all common elements, including but not limited

to, lawns, roads, walkways, outside building maintenance, the furnishing of a public central television antenna service, trash and garbage collection, furnishing of all risk insurance on all Units and common elements and liability insurance, and the furnishing of a professional manager and Security Service.

It is understood that the Corporation is authorized to and has entered into a Lease of certain recreational facilities, a copy of which Lease is annexed hereto. The said leased premises shall be considered as facilities to be furnished by the Corporation for the benefit of the members.

Section 2: Default. When any member shall be in default of the fees due, charges or assessments levied pursuant to Section 1, of this Article, he shall be subject to the liability for collection of same provided under the Condominium Act of the State of Florida, together with all costs of collection, including a reasonable Attorney's fee.

ARTICLE XII SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporation Not For Profit Seal 1973 Florida".

ARTICLE XIII. AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3rds) vote of the members present and voting at a regular Annual Meeting, or a Special Meeting called for that purpose, if at least fifteen (15) days written notice is given in advance of such Meeting, of intention to alter, amend or repeal, or to adopt new By-Laws at such meeting, except that no such action shall adversely affect the rights of third parties already vested by reason of prior authorized corporate action.

RESOLUTION
FOR
AMENDMENT
OF
BY-LAWS
OF
CURRY CREEK OWNERS ASSOCIATION, INC.

SEC. 1298 RE 1861

IT IS RESOLVED by the undersigned sole members,
directors and officers of CURRY CREEK OWNERS ASSOCIATION, INC.,
that ARTICLE II, Section 1 of the By-Laws of CURRY CREEK OWNERS
ASSOCIATION, INC. is amended so as to provide:

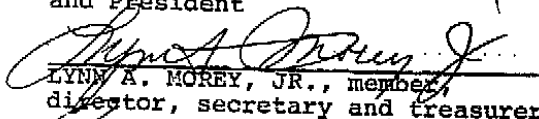
"Those persons or Corporations who presently
own or hereafter acquire title to Units in
CURRY CREEK CONDOMINIUM VILLAS, a Condominium,
hereinafter referred to as the "CONDOMINIUM",
shall be members."

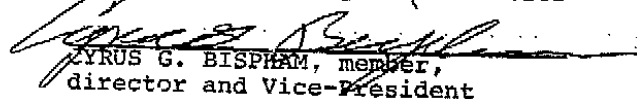
The amendment is in lieu of the following initial
provision of said ARTICLE II, Section 1, to-wit:

"Those persons or Corporations who presently
own or hereafter acquire title to Units in
THE SETTLEMENT ON CURRY CREEK, A CONDOMINIUM,
hereinafter referred to as the "CONDOMINIUM",
shall be members."

IT IS FURTHER RESOLVED that this amendment shall
become effective on this the 30 day of March, 1979.

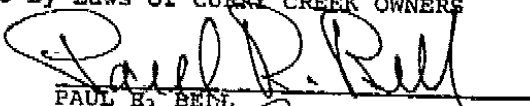

PAUL R. BELL, member, director
and President

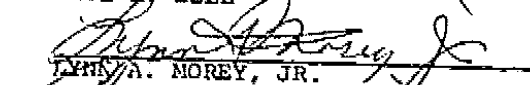

LYNN A. MOREY, JR., member,
director, secretary and treasurer



CYRUS G. BISPHAM, member,
director and Vice-President

CERTIFICATE

WE, the undersigned, certify that on this the 30
day of March, 1979, we are the sole members, directors and officers
of CURRY CREEK OWNERS ASSOCIATION, INC., a Florida non profit
corporation, and in those capacities we duly adopted the fore-
going resolution amending the By-Laws of CURRY CREEK OWNERS
ASSOCIATION, INC.


PAUL R. BELL


LYNN A. MOREY, JR.


CYRUS G. BISPHAM

SEC. 1298 RE 1861

919255

FILED AND INDEXED
APR 6 1979
CURRY CREEK OWNERS ASSOCIATION, INC.

APR 6 2 27 PM '79

AMENDMENT OF
DECLARATION OF CONDOMINIUM
CURRY CREEK CONDOMINIUM VILLAS
SECTION I

CASTLE COMMUNITIES, INC., as the Developer of CURRY CREEK CONDOMINIUM VILLAS, SECTION I, a condominium, hereby amends the Declaration of Condominium of CURRY CREEK CONDOMINIUM VILLAS SECTION I by adding the following, to-wit:

-I-
SUBMISSION OF PHASE II LANDS

CASTLE COMMUNITIES, INC., owner and fee simple title holder of and to the hereinafter described lands hereby submits said lands to condominium ownership and development pursuant and subject to the terms, conditions and provisions of The Declaration of Condominium of CURRY CREEK CONDOMINIUM VILLAS, SECTION I, as recorded in Sarasota County, Florida Public Records, Official Records Book 1298, Pages 1808, et seq., which are all incorporated by reference. The additional lands hereby submitted are described in the said Declaration as Phase II lands, are situated in Sarasota County, Florida, and are more particularly described as follows and including any and all access rights to the adjacent road, Longwood Drive:

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet, thence, South 89°58'29" East, 208.00 feet to the Point of Beginning, thence, continue along said line, South 89°58'29" East, 137.00 feet to the intersection with the Northerly extension of the approximate centerline of an existing canal, thence along said extension line, South 00°00'37" West, 156.00 feet, thence, North 89°58'29" West, 137.00 feet, thence, North 00°00'37" East, 156.00 feet to the Point of Beginning and containing 21,372 square feet, more or less.

-II-
IDENTIFICATION OF ADDITIONAL UNITS

The condominium property submitted herewith consists of the lands above described, all easements and rights appurtenant thereto and all buildings and improvements constructed thereon, which includes the units, common elements and limited common elements. The principal improvement to be constructed on the lands

submitted in this Amendment consists of one building containing four units (numbered 1, 2, 3 and 4), the building being Building No. 1.

-III-
SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

There is attached hereto as Exhibit "A" and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof by reference. Said exhibits have been certified to and in the manner required by §718.104(4)(3), Florida Statutes, The Condominium Act.

-IV-

Each unit in the property here submitted shall have the rights in the common elements and the common expense obligations provided in Article VI of the Declaration of Condominium.

-V-

The owners of the units in the property here submitted shall be members of The Association with the rights and obligations stated in Article IX of the Declaration of Condominium.

IN WITNESS WHEREOF, CASTLE COMMUNITIES, INC. has caused this Amendment to be executed by its duly authorized officers this the 18th day of January, 1980.

IN THE PRESENCE OF:

Barclay B. Rogers
Ray Graham

CASTLE COMMUNITIES, INC.

By: Paul K. Bell
President

ATTEST: Lyn A. Kney, Jr.
Treasurer

O.R. 1358 PG 1595

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS:

BEFORE ME, a Notary Public in and for the State and County
aforesaid, duly authorized to take acknowledgments, personally
appeared PAUL R. BELL and LYNN A. MOREY, JR., respectively
of CASTLE COMMUNITIES, INC., a Florida corporation, to me well
known, and they acknowledged before me that they executed,
sealed and delivered the foregoing Amendment for the uses and
purposes therein expressed, as such officers, by authority
and on behalf of said Corporation, as the free act and deed
of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Sarasota, said County and State, this 18th day of
January, 1980.

My Commission Expires:

Barclay E. Glass
Notary Public

Notary Public, State of Florida at large
My Commission Expires Mar. 11, 1982
(Bonded by American Fidelity & Casualty Company)

This Instrument Was Prepared By:
RAY GRAHAM, Attorney
2250 Gulf Gate Drive
Sarasota, Florida

MAR 4 10 29 AM '80

687127

OR 1358 PG 1596

AMENDMENT OF
DECLARATION OF CONDOMINIUM

CURRY CREEK CONDOMINIUM VILLAS
SECTION I

CASTLE COMMUNITIES, INC., as the Developer of CURRY CREEK
CONDOMINIUM VILLAS, SECTION I, a condominium, hereby amends the
Declaration of Condominium of CURRY CREEK CONDOMINIUM VILLAS,
SECTION I by adding the following, to wit:

-I-
SUBMISSION OF PHASE III LANDS

CASTLE COMMUNITIES, INC., owner and fee simple title holder
of and to the hereinafter described lands hereby submits said lands
to condominium ownership and development pursuant and subject to
the terms, conditions and provisions of The Declaration of Condo-
minium of CURRY CREEK CONDOMINIUM VILLAS, SECTION I, as recorded
in Sarasota County, Florida Public Records, Official Records Book
1298, Pages 1808, et seq., which are all incorporated by reference.
The additional lands hereby submitted are described in the said
Declaration as Phase III lands, are situated in Sarasota County,
Florida, and are more particularly described as follows and in-
cluding any and all access rights to the adjacent road, Longwood
Drive:

Commence at the Northwest corner of the Southwest
1/4 of the Northwest 1/4 of Section 5, Township 39 South,
Range 19 East, Sarasota County, Florida, thence, along
the West line of said Section 5, South 00°00'37" West,
(on an assumed bearing), 30.00 feet, thence, South 89°58'29"
East, 208.00 feet, thence, South 00°00'37" West, 156.00
feet to the Point of Beginning, thence, South 89°58'29"
East, 137.00 feet to the intersection with the approximate
centerline of an existing canal, thence, along said center-
line, South 00°00'37" West, 137.50 feet, thence, North
89°58'29" West, 137.00 feet, thence, North 00°00'37" East,
137.50 feet to the Point of Beginning and containing
18,837.50 square feet, more or less.

PREPARED BY: JOHN J. MILLER
CASTLE COMMUNITIES, INC.
6074 BENEVA ROAD
SARASOTA, FL 33581

OR 1482 PG 1232

-II-
IDENTIFICATION OF ADDITIONAL UNITS

The condominium property submitted herewith consists of the lands above described, all easements and rights appurtenant thereto and all buildings and improvements constructed thereon, which includes the units, common elements and limited common elements. The principal improvement to be constructed on the lands submitted in this Amendment consists of one building containing three units (numbered 5, 6 and 7), the building being Building No. 2.

-III-
SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

There is attached hereto as Exhibit "A" and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof by reference. Said exhibits have been certified to and in the manner required by Florida Statute 718.104(4) (3), The Condominium Act.

-IV-

Each unit in the property here submitted shall have the rights in the common elements and the common expense obligations provided in Article VI of the Declaration of Condominium.

-V-

The owners of the units in the property here submitted shall be members of The Association with the rights and obligations stated in Article IX of the Declaration of Condominium.

IN WITNESS WHEREOF, CASTLE COMMUNITIES, INC. has caused this

OR 1482 PG 1233

Amendment to be executed by its duly authorized officers this the 10th
day of December, 1981.

IN THE PRESENCE OF:

CASTLE COMMUNITIES, INC.

Kathy Proadis

By:

John J. Miller
President

James Miller

ATTEST:

Robert A. Davidson
Treasurer

STATE OF FLORIDA }
COUNTY OF SARASOTA } SS:

BEFORE ME, a Notary Public in and for the State and County
aforesaid, duly authorized to take acknowledgments, personally appeared
JOHN J. MILLER and ROBERT A. DAVIDSON, respectively of CASTLE COM-
MUNITIES, INC., a Florida corporation, to me well known, and they ack-
nowledged before me that they executed, sealed and delivered the fore-
going Amendment for the uses and purposes therein expressed, as such
Officers, by authority and on behalf of said Corporation, as the free
act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Sarasota, said County and State, this 10th day of December,
1981.

James Miller
Notary Public

My Commission Expires:

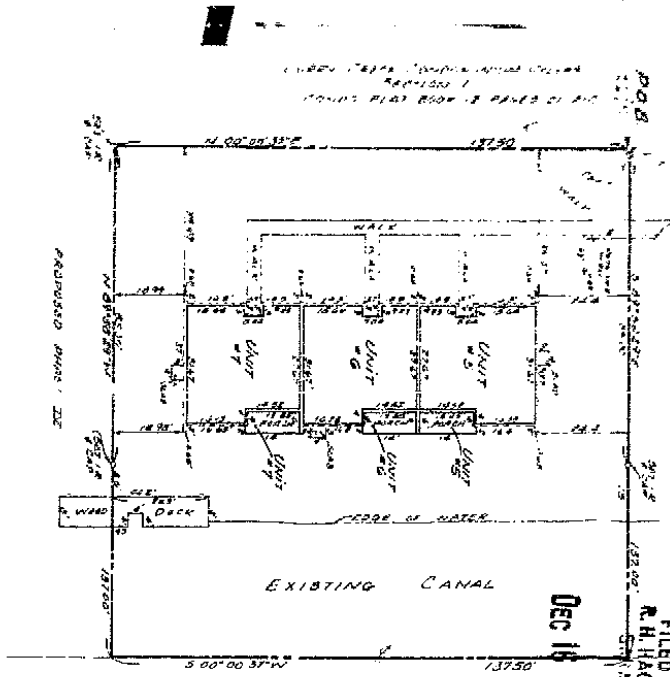
Notary Public, State of Florida
My Commission Expires July 20, 1985.
Bonded Three Troy Fain - Insurance, Inc.

OR 1482 PG 1234

152221

FILED AND RECORDED
R.H. HACKETT JR.
5/11/81

DEC 18 2 56 PM '81



OR 1482 PG 1235

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 SOUTH RANGE 19 EAST SARASOTA COUNTY, FLORIDA, THENCE, ALONG THE WEST LINE OF SAID SECTION 5, SOUTH 00°00'37" WEST, 208.00 FEET, THENCE, SOUTH 00°00'37" WEST, 156.00 FEET TO THE POINT OF BEGINNING, THENCE, SOUTH 09°58'27" EAST, 137.00 FEET TO THE INTERSECTION WITH THE APPROXIMATE CENTERLINE OF AN EXISTING CANAL, THENCE, ALONG SAID CENTERLINE, SOUTH 00°00'37" WEST, 137.50 FEET, THENCE, NORTH 09°58'27" WEST, 137.00 FEET, THENCE, NORTH 00°00'37" EAST, 137.50 FEET TO THE POINT OF BEGINNING, AND CONTAINING 18,337.50 SQUARE FEET, MORE OR LESS.

NOTES

A. A UNIT SHALL CONSIST OF THE SPACE BOUNDED WITHIN THE HORIZONTAL PLANES OF THE UNDECORATED FINISHED CEILING TO THE UNDECORATED FINISHED FLOOR AND THE VERTICAL PLANE OF THE UNDECORATED FINISHED INTERIOR SURFACE OF THE EXTERIOR WALLS.

B. EACH CONDOMINIUM UNIT IS IDENTIFIED BY A NUMBER AS SHOWN HEREON.

C. ALL INTERIOR AND EXTERIOR BUILDING MEASUREMENTS ARE TO THE UNFINISHED WALLS.

D. THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (L.C.E.) ARE RESERVED TO THE EXCLUSIVE USE OF UNITS TO WHICH THEY ARE ASSIGNED.

E. THIS CONDOMINIUM PLAT IS SUBJECT TO ALL THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED AS EXHIBIT "A".

CERTIFICATION

THE UNDERSIGNED, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

BRIGMAN & WINNINGHAM, INC.
BY: *Richard I. Brigman*
REGISTERED LAND SURVEYOR #2670,
STATE OF FLORIDA

EXHIBIT "A"

TO THE DECLARATION OF CONDOMINIUM OF
"CURRY CREEK CONDOMINIUM PHASE III"
A CONDOMINIUM, SARASOTA COUNTY, FLORIDA
PREPARED BY: BRIGMAN & WINNINGHAM, INC.
DATE: 12-1-81
THE SHARBROOK BLVD.
VENICE, FLORIDA
SCALE AS SHOWN SHEET 1 OF 1

CONTINGENT UNIT	FLOOR ELEVATION	CEILING ELEVATION
5, 6, 7	+6.04	+15.71

ALL UNITS SHOWN ABOVE IN FEET ARE BASED ON THE NAD 83 DATUM OF 1983.



LEGEND

- CONDOMINIUM PHASE BOUNDARY
- STRUCTURE BOUNDARIES
- BOUNDARY OF CONDOMINIUM UNITS
- INDICATES LIMITED COMMON ELEMENTS (L.C.E.)

214904

AMENDMENT OF
DECLARATION OF CONDOMINIUM

CURRY CREEK CONDOMINIUM VILLAS
SECTION I

CASTLE COMMUNITIES, INC., as the Developer of CURRY CREEK CONDOMINIUM VILLAS, SECTION I, a condominium, hereby amends the Declaration of Condominium of CURRY CREEK CONDOMINIUM VILLAS, SECTION I by adding the following, to-wit:

-I-

SUBMISSION OF PHASE V LANDS

CASTLE COMMUNITIES, INC., owner and fee simple title holder of and to the hereinafter described lands hereby submits said lands to condominium ownership and development pursuant and subject to the terms, conditions and provisions of The Declaration of Condominium of CURRY CREEK CONDOMINIUM VILLAS, SECTION I, as recorded in Sarasota County, Florida, Public Records, Official Records Book 1298, Pages 1808, et seq., which are all incorporated by reference. The additional lands hereby submitted are described in the said Declaration as Phase V lands, are situated in Sarasota County, Florida, and are more particularly described as follows and including any and all access rights to the adjacent road, Longwood Drive:

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet, thence, South 89°58'29" East, 345.00 feet to the intersection with the Northerly extension of the approximate centerline of an existing canal, thence, along said extension line, South 00°00'37" West, 388.50 feet to the Point of Beginning, thence, continue along said line South 00°00'37" West, 92.50 feet, thence, North 89°58'29" West, 82.00 feet, thence, North 00°00'37" East, 12.00 feet, thence, North 89°58'29" West, 33.00 feet, thence, North 00°00'37" East, 80.50 feet, thence, South 89°58'29" East, 115.00 feet to the Point of Beginning and containing 241.50 square feet, more or less.

This Instrument Was Prepared By:
 RAY GRAHAM, Attorney
 2250 Gulf Gate Drive
 Sarasota, Florida

O.R. 1531 PG 1885

-II-

IDENTIFICATION OF ADDITIONAL UNITS

The condominium property submitted herewith consists of the lands above described, all easements and rights appurtenant thereto and all buildings and improvements constructed thereon, which includes the units, common elements and limited common elements. The principal improvement to be constructed on the lands submitted in this Amendment consists of two buildings containing four units; building 6, units 18 and 19 and building 8, units 24 and 25.

-III-

SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

There is attached hereto as Exhibit "A" and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof by reference. Said exhibits have been certified to and in the manner required by Florida Statute 718.104(4)(3), the Condominium Act.

-IV-

Each unit in the property here submitted shall have the rights in the common elements and the common expense obligations provided in Article VI of the Declaration of Condominium.

-V-

The owners of the units in the property here submitted shall be members of The Association with the rights and obligations stated in Article IX of the Declaration of Condominium.

IN WITNESS WHEREOF, CASTLE COMMUNITIES, INC. has caused this

O.R. 1531 PG 1887

Amendment to be executed by its duly authorized officers this the
1st day of September, 1982.

IN THE PRESENCE OF:

CASTLE COMMUNITIES, INC.

[Signature]
Charles S. Miller

By: John J. Miller
President
ATTEST: [Signature]
Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

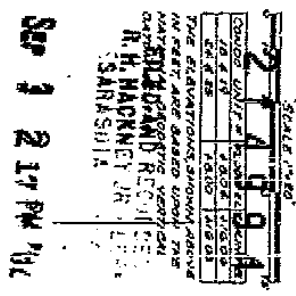
BEFORE ME, a Notary Public in and for the State and County
aforesaid, duly authorized to take acknowledgments, personally
appeared JOHN J. MILLER and ROBERT A. DAVIDSON, respectively of
CASTLE COMMUNITIES, INC., a Florida corporation, to me well known,
and they acknowledged before me that they executed, sealed and
delivered the foregoing Amendment for the uses and purposes therein
expressed, as such Officers, by authority and on behalf of said
Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Sarasota, said County and State, this the 1st day of
September, 1982.

Charles S. Miller
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 20, 1985
Repealed This Day (date - instance, 1st)





DESCRIPTION

AND

[illegible]

A UNIT SHALL CONSIST OF THE SPACE BOUNDED WITHIN THE HORIZONTAL PLACES OF THE HORIZONTAL FINISHED CEILING, TO THE UNDECORATED FINISHED FLOOR AND THE VERTICAL PLANE OF THE UNDECORATED FINISHED EXTERIOR SURFACE OF THE WALLS.

A EACH CONDOMINIUM UNIT IS IDENTIFIED BY A NUMBER AS SHOWN HEREON.

C. ALL INTERIOR AND EXTERIOR BUILDING MEASUREMENTS ARE TO THE UNFINISHED WALLS.

D. THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (L.C.E.) ARE REVERTED TO THE EXCLUSIVE USE OF THE UNITS TO WHICH THEY ARE ASSIGNED, TO THE EXCLUSION OF OTHER CONDOMINIUM OWNERS.

E. THIS COVENANT/PLAT IS SUBJECT TO ALL THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED AS EXHIBIT A.

SUBJECT TO CHANGE

BEIGMAN & WINNINGSTADT
BY: REGISTERED LAND SURVEYOR #2020
STATE OF FLORIDA

EXHIBIT 'A'

TO THE DECLARATION OF CONDOMINIUM OF:
"CUREY CREEK CONDOMINIUM VILLAS, PHASE IV"
A CONDOMINIUM, SARASOTA COUNTY, FLORIDA

PREPARED BY: DATE:
 DIVISION of INVESTIGATION: SCALE 1"=50'
 THE GRANITE ROCK DEV. VENICE, FLORIDA
 SHEET 1 of 1

226523

**AMENDMENT OF
DECLARATION OF CONDOMINIUM**

**CURRY CREEK CONDOMINIUM VILLAS
SECTION I**

D.R. 1541 PG 0442

CASTLE COMMUNITIES, INC., as the Developer of CURRY CREEK CONDOMINIUM VILLAS, SECTION I, a condominium, hereby amends the Declaration of Condominium of CURRY CREEK CONDOMINIUM VILLAS, SECTION I by adding the following, to-wit:

**SECTION I-
SUBMISSION OF PHASE IV LANDS**

CASTLE COMMUNITIES, INC., owner and fee simple title holder of and to the hereinafter described lands hereby submits said lands to condominium ownership and development pursuant and subject to the terms, conditions and provisions of The Declaration of Condominium of CURRY CREEK CONDOMINIUM VILLAS, SECTION I, as recorded in Sarasota County, Florida, Public Records, Official Records Book 1298, Pages 1808, et seq., which are all incorporated by reference. The additional lands hereby submitted are described in the said Declaration as Phase IV lands, are situated in Sarasota County, Florida, and are more particularly described as follows and including any and all access rights to the adjacent road, Longwood Drive:

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 39 South, Range 19 East, Sarasota County, Florida, thence, along the West line of said Section 5, South 00°00'37" West, (on an assumed bearing), 30.00 feet, thence, South 89°58'29" East, 208.00 feet, thence, South 00°00'37" West, 293.50 feet to the Point of Beginning, thence, South 89°58'29" East, 137.00 feet to the intersection with the approximate centerline of an existing canal, thence, along said centerline, South 00°00'37" West, 95.00 feet, thence, North 89°58'29" West, 115.00 feet, thence, South 00°00'37" West, 30.00 feet, thence, North 89°58'29" West, 175.00 feet, thence North 33°40'36" West, 18.03 feet, thence, North 00°00'37" East, 110.00 feet, thence South 89°58'29" East, 163.00 feet to the Point of Beginning and containing 33,974.50 square feet, more or less.

This Instrument Was Prepared By:
RAY GRAHAM, Attorney
2250 Gulf Gate Drive
Sarasota, Florida

Ret: Castle Communities Inc
6974 Beverly Rd 33581

-II-
IDENTIFICATION OF ADDITIONAL UNITS

The condominium property submitted herewith consists of the lands above described, all easements and rights appurtenant thereto and all buildings and improvements constructed thereon, which includes the units, common elements and limited common elements. The principal improvement to be constructed on the lands submitted in this Amendment consists of two buildings containing six units; building 4, units 15, 16 and 17 and building 5, units 12, 13 and 14.

-III-
SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

There is attached hereto as Exhibit "A" and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof by reference. Said exhibits have been certified to and in the manner required by Florida Statute 718.104(4)(3), the Condominium Act.

-IV-

Each unit in the property here submitted shall have the rights in the common elements and the common expense obligations provided in Article VI of the Declaration of Condominium.

-V-

The owners of the units in the property here submitted shall be members of The Association with the rights and obligations stated in Article IX of the Declaration of Condominium.

O.R. 1541 PG 0444

IN WITNESS WHEREOF, CASTLE COMMUNITIES, INC. has caused this
Amendment to be executed by its duly authorized officers this the
21st day of October, 1982.

IN THE PRESENCE OF:

CASTLE COMMUNITIES, INC.

Barol E. Glass
Ann Schur

By: John J. Miller
President

ATTEST: Robert Davidson
Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, a Notary Public in and for the State and County
aforesaid, duly authorized to take acknowledgments, personally
appeared JOHN J. MILLER and ROBERT A. DAVIDSON, respectively of
CASTLE COMMUNITIES, INC., a Florida corporation, to me well known,
and they acknowledged before me that they executed, sealed and
delivered the foregoing Amendment for the uses and purposes therein
expressed, as such Officers, by authority and on behalf of said
Corporation, as the free act and deed of said Corporation.

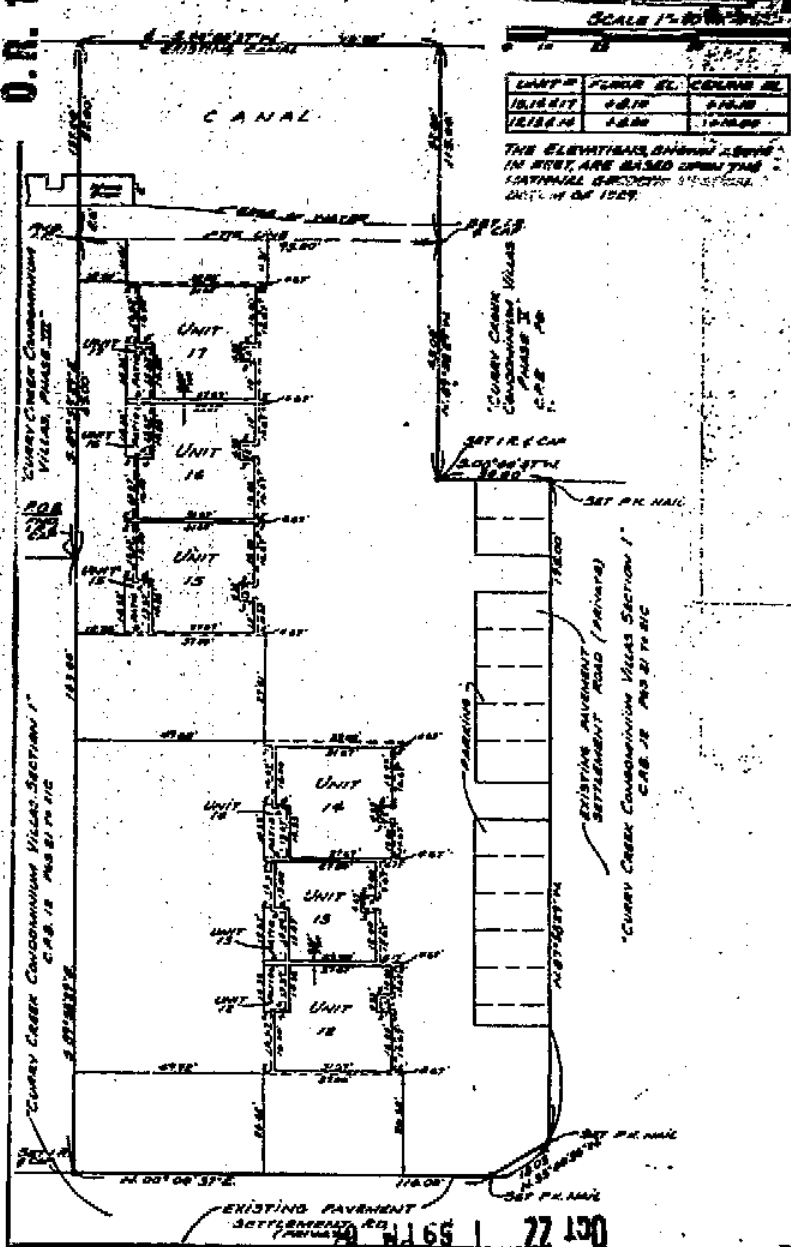
IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Sarasota, said County and State, this the 21st day of
October, 1982.

Barol E. Glass
Notary Public

My Commission Expires: 3-11-86

RECORDED'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

CONDOMINIUM PLAT BOOK PAGE



DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST OF THE NORTHWEST 1/4 OF SECTION 5 TOWNSHIP 37 SOUTH, RANGE 19 E SARASOTA COUNTY FLORIDA, THENCE, ALONG THE WEST LINE OF SAID SECTION 5, SOUTH 00°00'31" WEST, (ON AN ASSUMED BEARING) 30.00 FEET, THENCE, SOUTH 07°58'51" EAST, 204.00 FEET, THENCE, SOUTH 00°00'31" WEST, 32.83 FEET TO THE POINT OF BEGINNING, THENCE, SOUTH 87°35'21" EAST, 13.00 FEET TO THE INTERSECTION WITH THE APPROXIMATE CENTERLINE OF AN EXISTING CANAL, THENCE, ALONG SAID CENTERLINE, SOUTH 00°00'31" WEST, 93.00 FEET, THENCE, NORTH 87°35'21" WEST, 113.6 FEET, THENCE, SOUTH 00°00'31" WEST, 30.00 FEET, THENCE, NORTH 87°35'21" WEST, 175.00 FEET, THENCE, NORTH 87°35'21" WEST, 18.00 FEET, THENCE, NORTH 00°00'31" EAST, 11.00 FEET, THENCE, SOUTH 87°35'21" EAST, 18.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 23,976.50 SQUARE FEET, MORE OR LESS.

NOTES

- A UNIT SHALL CONSIST OF THE SPACE BOUNDED WITHIN THE HORIZONTAL PLANES OF THE UNDECORATED FINISHED CEILING TO THE UNDECORATED FINISHED FLOOR AND THE VERTICAL PLANE OF THE UNDECORATED FINISHED INTERIOR SURFACE OF THE EXTERIOR WALLS.
- EACH CONDOMINIUM UNIT IS IDENTIFIED BY A NUMBER AS SHOWN HEREON.
- ALL INTERIOR AND EXTERIOR BUILDING MEASUREMENTS ARE TO THE UNFINISHED WALLS.
- THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (L.C.E.) ARE RESERVED TO THE EXCLUSIVE USE OF THE UNITS TO WHICH THEY ARE ASSIGNED TO THE EXCLUSION OF OTHER CONDOMINIUM OWNERS.
- THIS CONDOMINIUM PLAT IS SUBJECT TO ALL THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED AS EXHIBIT "A".

CERTIFICATION

THE UNDERSIGNED, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

BRIGHAM & WINNINGHAM, INC.

BY: REGISTERED LAND SURVEYOR #2670
STATE OF FLORIDA

SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION OF IMPROVEMENTS, LOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND BOUNDARIES OF THE CONDOMINIUM UNITS

EXHIBIT "A"

TO THE DECLARATION OF CONDOMINIUM OF:

"CURRY CREEK CONDOMINIUM VILLAS, PHASE II"
A CONDOMINIUM, SARASOTA COUNTY, FLORIDA

PREPARED BY: BRIGHAM & WINNINGHAM, INC.
712 SHAMROCK BLVD.
VENICE, FLORIDA

DATE: SCALE 1"=20'

SHEET 1 OF 1

FILED AND RECORDED
R. M. HACKNEY, JR.
SARASOTA, FLORIDA

22622

EXHIBIT "A"

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
CURRY CREEK OWNERS ASSOCIATION, INC.



THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of CURRY CREEK OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, do hereby certify that on January 17, 2015, at a duly called Annual Meeting of the members of Curry Creek Owners Association, Inc. by an affirmative vote of not less than two-thirds of the voting interests of the Association, the Declaration of Condominium of CURRY CREEK OWNERS ASSOCIATION, INC., as originally recorded in Official Record Book 1298, Page 1808, et. Seq., in the Public Records of Sarasota County, Florida was amended as outlined below.

RESOLVED, that Section A. of Article XXI. of the Declaration of Condominium of Curry Creek Owners Association, Inc. entitled "Purchase of Insurance" is hereby amended as shown on the attached Amendment.

RESOLVED, that Section B. of Article XXII. of the Declaration of Condominium of Curry Creek Owners Association, Inc. entitled "Mortgages and Mortgagees" is hereby amended as shown on the attached Amendment.

RESOLVED, that the officers and directors are hereby instructed and authorized to execute the aforementioned documents and cause them to be filed of public record in Sarasota County, Florida, together with this Certificate of Amendment.

Dated this 24 day of ^{APRIL}~~March~~, 2015. ^{OK}

CURRY CREEK OWNERS ASSOCIATION, INC.

By: [Signature]
Print Name Robert J. Killian
President

By: [Signature]
Print Name STEPHANIE C. SPETH
Secretary

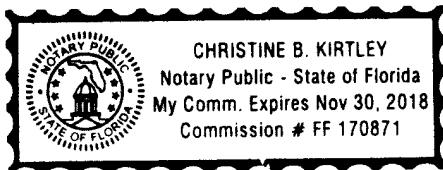
Prepared by Ken Wells Attorney

RETURN TO
✓ CURRY CREEK OWNERS ASSOC.
INC.
1900 Settlement Rd.
Venice, FL 34285

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 24th day of April, 2015, by Robert L Killian President, and Stephanie C Speth, Secretary of CURRY CREEK OWNERS ASSOCIATION, INC., a not-for-profit corporation, on behalf of the corporation. He/ she are ~~personally known to me.~~ produced Florida Drivers Licenses.

(Seal)



Christine B. Kirtley
Notary Public

Christine B. Kirtley
Printed Name
My Commission Expires: 11/30/2018

PROPOSED AMENDMENTS

DECLARATION OF CONDOMINIUM CURRY CREEK CONDOMINIUM VILLAS SECTION I, A CONDOMINIUM

[Additions indicated by underline; deletions by ~~strike-through~~]

1. REMOVING THE ASSOCIATION'S OBLIGATION TO PURCHASE FLOOD INSURANCE ON THE CONDOMINIUM PROPERTY

EXPLANATION: Due to the substantial increase in the cost of flood insurance premiums, the purpose of this amendment is to remove the requirement for the Association to obtain flood insurance to prevent the budget from increasing substantially.

XXI

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE, EMINENT DOMAIN CONDEMNATION

A. **PURCHASE OF INSURANCE.** Except as provided herein, the Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available, including excluding flood insurance. The Board of Directors may, but shall not be required to, obtain flood insurance on the Condominium Property. Because of the location of the Condominium Property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

2. Increasing Recovery from Foreclosing Banks

EXPLANATION: The purpose of this amendment is to allow the Association to collect as much money as allowed by the Condominium Act from a first mortgagee bank that obtains title to a unit through foreclosure.

XXII MORTGAGES AND MORTGAGEES

~~B. If the holder of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage or as result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former unit owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.~~

A Unit Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common element or by abandonment of the Unit upon which the assessments are made. 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 present owner may have to recover any amounts paid by the present owner from the previous owner.

The liability of a first mortgagee, or its successor or assignee, as a subsequent holder of the first mortgage who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the first mortgagee's acquisition of title, shall be the lesser of:

(i) The unit's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(ii) One percent of the original mortgage debt.