

Prepared by and returned to:

Becker & Poliakoff, P.A.
Steven H. Mezer, Esquire
1511 N. Westshore Blvd., Suite 1000
Tampa, FL 33614

**CERTIFICATE OF AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
POINTE WEST CONDOMINIUM**

The undersigned officers of Pointe West Condominium Association, Inc., the corporation in charge of the operation and control of Pointe West Condominium, according to the original Declaration of Condominium of Pointe West Condominium thereof as recorded in Official Records Book 700, Page 319 *et seq.*, of the Public Records of Pasco County, Florida, and thereafter successively amended, hereby certify that a two-thirds (2/3) vote of the Association at the September 17, 2019 Special Membership Meeting consented to the amended and restated Declaration of Condominium of Pointe West Condominium, as attached hereto, and the undersigned further certify that the amended and restated Declaration of Condominium of Pointe West Condominium was proposed and approved in accordance with the documents governing Pointe West Condominium Association, Inc. and applicable law.

IN WITNESS WHEREOF, Pointe West Condominium Association, Inc., has caused this Certificate to be executed in its name on September 17, 2019.

WITNESSES:

Tanya M. Berger
Signature
Tanya M. Berger
Printed Name

POINTE WEST CONDOMINIUM ASSOCIATION, INC.

BY: Cathi Kiger-Watson
Cathi Kiger-Watson, President

Date: September 17, 2019

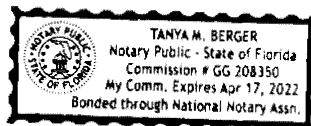
Kathleen Washburn
Signature
Kathleen Washburn
Printed Name

ATTEST: Stephen Gazo
Stephen Gazo, Secretary

Date: 9/17/19

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me ^{in person} this 17th day of September 2019, by Cathi Kiger-Watson, as President of Pointe West Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.



Tanya M. Berger
Notary Public
Tanya M. Berger
Printed Name
My commission expires: 4.17.2022

DECLARATION OF CONDOMINIUM OF POINTE WEST CONDOMINIUM

(as amended, consolidated, and restated)

This instrument amends, consolidates and restates in its entirety the Declaration of Condominium of Pointe West Condominium.

WHEREAS, the original Declaration of Condominium of the Pointe West Condominium (formerly known as Paradise Pointe West Group No. 1, a condominium) was recorded in Pasco County, Florida Official Records Book (OR) 700 at page 319 and thereafter successively amended as set forth in the following: OR Book 708 at page 343; OR Book 710 at page 131 (re-recorded in OR Book 711 at page 672); OR Book 734 at page 1307; OR Book 749 at page 1633 (re-recorded in OR Book 750 at page 955); OR Book 756 at page 211; OR Book 767 at page 1500; OR Book 883 at page 863; OR Book 993 at page 227 (re-recorded at OR Book 1069 at page 0694); OR Book 1054 at page 0224; OR Book 1239 at page 1667; OR Book 1808 at page 1718; OR Book 3127 at page 1939; OR Book 3290 at page 1718; OR Book 3425 at page 1227; OR Book 4162 at page 1282; OR Book 4564 at page 53; OR Book 5762 at page 1180; OR Book 6081 at page 1168; OR Book 7784 at page 1523; and further amended as set forth in the Order Granting Defendant Pointe West Recreation Facility, Inc.'s Motion to Test Legal Sufficiency of Instrument recorded in OR Book 8427 at page 438; and the Final Judgment recorded in OR Book 8536 at page 3963.

WHEREAS, it is desirable to consolidate all previously recorded instruments, amendments, and court orders into a single document, namely this Declaration of Condominium of Pointe West Condominium (as amended, consolidated, and restated);

NOW THEREFORE, this Declaration of Condominium of Pointe West Condominium (as amended, consolidated, and restated), hereinafter referred to as the "Declaration" is hereby adopted, affirmed, joined in, and declared as of this _____ day of _____, 2019, pursuant to Article XXIII of the existing Amended and Restated Declaration of Condominium of Pointe West Condominium, requiring approval by a Two-thirds (2/3rds) Vote of the Association as defined therein.

ARTICLE I

PURPOSE

The purpose of this instrument is to incorporate the Amended and Restated Declaration of Condominium of Pointe West Condominium, with all subsequent amendments thereto, into a single instrument, namely this Declaration of Condominium of Pointe West Condominium (as amended, consolidated, and restated) for the convenience of access and understanding of the Unit Owners of Pointe West Condominium.

ARTICLE II

DEFINITIONS

The terms used in this Declaration shall be defined as follows:

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

"Association" means the Pointe West Condominium Association, Inc., a corporation not for profit formed pursuant to Chapter 617, Florida Statutes, whose Amended and Restated Articles of Incorporation are attached as Exhibit 4 hereto and made a part hereof and as such Articles may be further amended from time to time.

"Board of Directors" means the Board of Directors of the Association and as such Articles may be further amended from time to time.

"By-Laws" means the Amended and Restated By-Laws of the Association, which are made a part hereof as Exhibit 3 and as such By-Laws may be further amended from time to time.

"Common Elements" means (i) the portions of the Condominium Property not included in the Units, (ii) all easements in favor of all or any portion of the Condominium Property, (iii) easement and use rights and a leasehold interest in the Shared Properties pursuant to the Final Judgment and Settlement Agreement recorded at OR Book 8536, page 3963, Public Records of Pasco County, Florida; but "Common Elements" shall exclude (a) any permitted covered shelters over, above, and abutting automobile parking spaces, and (b) Limited Common Elements.

"Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium Community as shall be permitted or required by the Condominium Act.

"Common Properties" means properties described in the Settlement Agreement attached to the Final Judgment, recorded at OR Book 8536, page 3963, and defined as 'Common Properties' in the Declaration of Covenants, Conditions, and Restrictions for Pointe West Recreation Facility as originally recorded in OR Book 1253, page 638, Public Records of Pasco County, Florida, which have historically been operated and maintained by Pointe West Recreation Facility (PWRF), including but not limited to:

1. Paradise Pointe Way, from the entranceway at Highway 52 to the Cross Creek Bridge;
2. Aspen Way, from Paradise Pointe Way to the weir;
3. The azalea path and footbridge;
4. 2 entrance walls/monuments abutting Highway 52 and displaying the name "Summertree;"
5. Guardhouse;
6. Cherry Way bridge;
7. Cherry Way parking lot (northern half only);
8. Corral parking lot;

9. Shuffleboard courts;
10. Horseshoe pit;
11. An improvement known as the "Greens Wall" that abuts Highway 52.

"Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, any rents, profits or revenues on account of the Common Elements, over the Common Expenses.

"Condominium" means the form of ownership of the Condominium Property created by this Declaration in accordance with the provisions of the Condominium Act, by which the Condominium Property is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements.

"Condominium Act" means Florida Statutes, Chapter 711, as amended by Chapter 718, effective January 1, 1977 and as further amended from time to time.

"Condominium Community" means the Pointe West Condominium.

"Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

"Condominium Property" means the lands, improvements, and any personal property described on Exhibits 1A and 1B attached hereto, any further improvements to any of the foregoing, any further additions to the personal property thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

"Declaration" means this Declaration of Condominium of Pointe West Condominium as amended, consolidated, and restated and as amended from time to time.

"First Mortgagee" means an Institutional Mortgagee holding a first lien (subject to such exceptions as are generally acceptable to first lienholders).

"Institutional Mortgagee" means the mortgagee of any mortgage encumbering any portion of the Condominium Property (including without limitation the encumbrancer of any Unit) which is (i) a bank, (ii) an insurance company, (iii) a pension fund, (iv) a real estate investment trust, (v) a mortgage banking company, (vi) a governmental or quasi-governmental agency, or (vii) any other encumbrancer designated from time to time as an "Institutional Mortgagee" in a written instrument executed by at least a majority of the Board of Directors and attached to the mortgage of such encumbrancer as recorded in the public records of Pasco County, Florida.

"Limited Common Elements" means those portions of what would otherwise be the Common Elements, which are reserved for the use of a certain Unit or Units to the exclusion of other Units as specified in the Declaration, and which include (i) automobile parking spaces assigned from time to time as set forth in Article XII, (ii) carports, (iii) existing concrete slab, (iv) screened porches or enclosed Florida rooms permitted from time to time as set forth in Section A(10) of Article XI, (v) garage Unit courtyards, (vi) air conditioner pads as permitted from time to time as set forth in Section A(11) of Article XI, (vii) the area extending two feet (2')

from the sides of and for the length of Units if the Owner has landscaped the area with personal plantings, and the area extending forty inches (40") from the rear of and for the width of Units if the Owner has installed yard pavers on the area, and (viii) hurricane shutters.

"Majority Vote of the Association" means an action (i) by more than fifty percent (50%) of the votes cast by members present, in person or by proxy at a meeting of the Association, or (ii) by a written instrument (or identical written instruments) executed by members whose votes equal more than fifty percent (50%) of the votes of all members without such meeting.

"Mortgagee Representative" means the First Mortgagee that shall from time to time holds the largest original principal amount of mortgages on Units.

"Recreation Area Property" means the land, improvements, and personal property described in Exhibit 2, and those lands, improvements, and personal property, if any, which are added to the Recreation Area Property.

"Residential Unit" means Units which are intended for use as private, temporary, or permanent residences, as opposed to commercial or industrial uses.

"Restoration Fund" means the funds which may be held by the Insurance Trustee as specified in Section D of Article X.

"Seventy-Five Percent (75%) Vote of the Association" means an action (i) by at least seventy-five percent (75%) of the votes cast by members present in person or by proxy at a meeting of the Association, or (ii) by a written instrument (or identical written instruments) executed by members whose votes equal at least seventy-five percent (75%) of the votes of all members without such a meeting.

"Shared Properties" means the Recreation Area Property and the Common Properties as defined in the Declaration of Covenants, Conditions, and Restrictions for Pointe West Recreation Facility, recorded at OR Book 1253, page 638, public records of Pasco County, Florida, and as further defined and enumerated in the Final Judgment and Settlement Agreement recorded at OR Book 8536, page 3963, public records of Pasco County, Florida.

"Uniform Rules and Regulations" means such rules and regulations from time to time adopted by the Board of Directors and ratified by the affirmative vote of at least a Majority Vote of the Association.

"Unit" means a part of the Condominium Property that is subject to exclusive ownership, but excludes the Limited Common Elements.

"Unit Owner" means a record owner of title to a Condominium Parcel.

"Utility Service" means electric power, water, sewerage, garbage disposal, gas, cable television, and all other like items necessary or desirable to the operation and maintenance of the Condominium Property.

ARTICLE III BOUNDARIES

Each Unit shall include that part of a building containing the Unit that lies within the following boundaries:

- (a) Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with perimetrical boundaries:
 - (i) Upper Boundaries: The horizontal plane of the lower surface of the undecorated finished ceiling;
 - (ii) Lower Boundaries: The horizontal plane of the upper surface of the finished floor (e.g. not any floor tile or rugs).
- (b) Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
 - (i) Exterior Building Walls: The intersecting vertical planes adjacent to, and which include, the undecorated interior surface of the outside walls of the building containing the Unit and fixtures thereon, and when there is attached to the building a permitted porch, patio, balcony, or other portion of the building serving only the Unit being bounded (other than a Limited Common Element), such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon;
 - (ii) Interior Building Walls: The vertical planes of the center lines of walls bounding a Unit extending to the intersections with other perimetrical boundaries;
 - (iii) Special Circumstances: When the walls between Units are of varying thickness, or about a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with a connecting bounding plane without regard to the plane of the center line of an intervening column or shaft. When walls of differing thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance that is one-half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall;
 - (iv) Limitations: The Unit Owner shall be deemed to own neither the decorated and finished surfaces of the exterior perimeter building walls, or the undecorated and/or unfinished surfaces of the perimeter ceilings above

or the perimeter floor below his Unit, nor the pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to his Unit to the extent, if any, that they are utilized for or serve more than one Unit or the Common Elements, which shall only to such extent be deemed a part of the Common Elements; provided that the Unit Owner shall be deemed to own the walls and partitions that are contained within the Unit and the inner decorated and/or finished surfaces of the ceilings, walls and floors, including paint, ceiling and floor tile, and wallpaper.

ARTICLE IV

NAME

The name by which the Condominium Property shall be identified shall be POINTE WEST CONDOMINIUM which name shall supersede and replace the names Paradise Pointe West Groups No. 1-6, which names previously identified portions of the Condominium Property set forth on Exhibits 1A and 1B attached hereto.

ARTICLE V

IDENTIFICATION OF UNITS

An identification of each Unit by letter and number, so that no Unit bears the same designation as any other Unit, is set forth on Exhibit 5 attached hereto and made a part hereof.

ARTICLE VI

SURVEYS AND PLOT PLANS

Surveys of the Condominium Property and a graphic description of the improvements in which Units are located and a plot plan thereof were attached as Exhibit 6A through 6D and 6X to the Declaration of Condominium of Pointe West Condominium (as amended and restated), recorded at OR Book 883, page 863, public records of Pasco County, Florida, and as Exhibit, 1A to the Amendment to Declaration of Condominium of Pointe West Condominium (as amended and restated), recorded, at OR Book 1069, page 694, public records of Pasco County, Florida, and are attached as Exhibit 5 to this Declaration and made a part hereof, and together with this Declaration, are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

ARTICLE VII

SHARES OF COMMON ELEMENTS

The undivided share in the Common Elements appurtenant to each Unit stated as percentages is set forth on Exhibit 6 attached to this Declaration and made a part hereof. Such undivided shares are subject to modification from time to time, in the manner set forth in Section C and Section D of Article XXII so that at all times the aggregate of all percentages equals one

hundred percent (100%).

ARTICLE VIII

COMMON EXPENSES AND COMMON SURPLUS

The manner of sharing Common Expenses and owning Common Surplus shall be the same as the percentages of the undivided shares in the Common Elements as set forth in Article VII of this Declaration, and shall be modified, from time to time, in the same manner as the undivided shares in the Common Elements appurtenant to each Unit may be modified as set forth in Section C and D of Article XXII of this Declaration, so that at all times the aggregate of all percentages equals one hundred percent (100%).

ARTICLE IX

THE CONDOMINIUM ASSOCIATION

Each Unit Owner shall be a member of the Association. Each Unit Owner shall have one vote in the Association for each Unit owned, provided that

- (i) if a Unit is owned by one person, the vote in the Association with respect to such Unit shall be cast by the record title holder of such Unit;
- (ii) if a Unit is owned by more than one person, the vote in the Association with respect to such Unit shall be cast by the person designated in the last certificate signed by all owners of record of the Unit and filed with the Secretary of the Association for the purpose of this Article, and in the absence of such certificate the vote in the Association with respect to such Unit shall be cast by the first named co-owner of record. If the Unit is owned by a husband and wife, no certificate is required;
- (iii) if a Unit owner is a corporation or business trust, the vote in the Association with respect to such Unit shall be cast by the person designated in the last certificate signed by the president or a vice president and attested to by the secretary or an assistant secretary of such corporation or business trust and filed with the Secretary of the Association for the purpose of this Article, and in the absence of such certificate, no vote shall be cast with respect to such Unit;
- (iv) if a Unit Owner is a partnership, the vote in the Association with respect to such Unit shall be cast by the person designated in the last certificate signed by a general partner of the partnership before a notary and filed with the Secretary of the Association for the purpose of this Article and in the absence of such certificate, no vote shall be cast with respect to such Unit;
- (v) if a Unit Owner is not one or more individuals, corporations, business trusts, or partnerships, the Secretary of the Association shall seek the advice of counsel for the Association and notify such Unit Owner, together with the notice of the meeting (or with a copy of the instrument if written consent is being sought without a meeting), of the type of certificate that counsel for the Association has deemed appropriate in respect of such

Unit Owner in order to accept a vote cast on its behalf.

ARTICLE X

INSURANCE

The insurance that shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property, shall be as follows:

A. Authority to Purchase Insurance. All insurance policies (except those required to be maintained by the Unit Owners as hereafter described) shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

B. Coverage.

(1) Casualty.

(a) Association. Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, upon all of the insurable improvements of the entire condominium, including Association property, the Common Elements, the Units, and personal property of the Association, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Condominium Act. The Association shall, if commercially reasonable, procure at least two (2) bids prior to obtaining an insurance policy in compliance with this paragraph. Nothing contained herein shall be construed to require the Association to accept the lowest bid. The original policy of insurance shall be held by the Association, and lenders shall be furnished, upon request, mortgagee endorsements covering their respective interests.

(b) Unit Owners. Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor, and wall, coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heaters, and built-in cabinets, to the extent these items are located within the unit boundaries; and such of the aforesaid equipment if the same is located outside the unit boundaries, provided that it serves only the condominium unit and is the maintenance responsibility of the

Unit Owner; and any improvements made within the Unit or on Limited Common Elements that are not covered by the Association policy. The Unit Owners shall be responsible to insure any portion of the Condominium Property that may be removed from Association insurance responsibilities by virtue of the Condominium Act. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the Unit Owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the Common Expenses, if so authorized by the Board of Directors, unless prohibited by the Condominium Act.

(2) **Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring, the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner shall be responsible for procuring and maintaining liability insurance to protect against claims for bodily injury or property damage to the extent that such Unit Owner may deem appropriate.

(3) **Worker's Compensation.** The Association shall maintain such worker's compensation coverage as may be required by law, and may provide additional coverage as determined appropriate by the Board of Directors.

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

(5) **Other Insurance.** Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Directors' and Officers' Liability insurance coverage, flood insurance, and insurance for the benefit of its employees;

(6) Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as it deems desirable and financial appropriate, in the exercise of its business judgment.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

D. Loss Payable Provisions: All policies purchased by the Association (i) shall be for the benefit of the Association, the Unit Owners, and their respective mortgagees, as their respective interests may appear, (ii) shall provide for the issuance of certificates of insurance and mortgagee endorsements to any holders of mortgages on Units or other Condominium Property requesting such certificates, (iii) shall, if available, provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents, and guests, (iv) may, at the discretion of the Board of Directors be deposited in a bank acting as "Trustee," such bank being located in Florida, having assets of at least five hundred million dollars (\$500,000,000), and having trust powers as may be approved as trustee by the Board of Directors and the Mortgagee Representative, and such bank is herein referred to as the "Insurance Trustee," and (v) shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee; provided that (a) in respect of clauses (iv) and (v) of this Section D., the Insurance Trustee must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof should any claim or the proceeds of any settlement of an insurance claim be less than ten thousand dollars (\$10,000), then such sum need not be deposited with the Insurance Trustee, but rather may be paid directly to the Association, to be distributed in accordance with the terms of this Article X (unless a First Mortgagee makes a contrary request under Section H(2)(c)). The Board of Directors shall have the right to designate the Insurance Trustee with the approval of the Mortgagee Representative as provided above and all parties beneficially interested in any insurance provided herein shall be bound thereby.

E. Carriers, Policy Form, and Statements. The company or companies with which the Association shall place its insurance must be responsible, reputable companies, authorized to do business in the State of Florida. The Mortgagee Representative shall have the right to approve the form of policies and any company which is an insurer under the insurance placed by the Association. At such time as there is no Mortgagee Representative, or in the absence of the action by the Mortgagee Representative, the Board of Directors shall have such right of approval without qualification. The Board of Directors is hereby declared to be and appointed as the authorized agent for all of the Unit Owners for the purpose of negotiating and agreeing to a settlement as the value and extent of any loss that may be covered under any policy or casualty insurance, and is granted full right and authority to execute in favor, of any insurer a release of liability arising out of insured Condominium Property. All parties beneficially interested in the insurance coverage provided by this Article X shall be bound by the selection of the insurance companies and settlement made by the Board of Directors as provided herein. The Board of Directors shall attempt to choose companies with an AM Best Rating of at

least "B+" for strength, and "X" for size.

F. Duties of the Insurance Trustee: The Insurance Trustee shall be liable only for its willful misconduct, bad faith, or gross negligence, and then only to the extent of the money that comes into the possession of the Insurance Trustee. The Insurance Trustee shall not be liable for (i) payment of premiums, (ii) the renewal or the sufficiency of policies, (iii) the failure to collect any insurance proceeds, (iv) the form or content of the policies, nor (v) the settlement of claims. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid in respect of insurance claims (and any supplemental funds for repair or restoration that are received by it under Sections H. or I. below, or of such proceeds and funds being collectively called the "Restoration Fund") and hold the same in trust for the purposes set forth in this Article X, and for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements: Proceeds on account of damage to Common Elements shall be held in undivided shares for each Unit Owner, such shares being equal to the undivided share in the Common Elements appurtenant to each Unit.

(2) Limited Common Elements: Proceeds on account of damage to Limited Common Elements shall be held in undivided shares for each Unit Owner, such shares being equal to the undivided share in the Common Elements appurtenant to each Unit irrespective of whether there may be an exclusive right to use an area constituting a Limited Common Element appurtenant to any particular Unit.

(3) Units: Proceeds on account of damage to Units shall be held in the following undivided shares:

a. Partial Destruction and Units are to be repaired or restored for Unit Owners in proportion to the cost of repairing the damage suffered by each Unit Owner.

b. Total Destruction of Units, or where "Very Substantial Damage" (as defined in Section I. occurs) and such Units are not to be repaired or restored: for all Unit Owners in proportion to their respective shares in the Common Elements.

(4) Mortgagees: In the event an Institutional Mortgagee encumbers a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be repaired or restored.

G. Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Unit Owners and

expended or disbursed, after first paying or making provision for the payment of the fees and expenses of the Insurance Trustee, in the following manner:

(1) Loss within a Single Unit: If loss shall occur within a single Unit, without damage to the Common Elements, Limited Common Elements, or another Unit, the insurance proceeds shall be disbursed to such Unit Owner and his mortgagees, if any; disbursement to a Unit Owner and his mortgagees being payable jointly to them, provided that said disbursement shall be made solely to a First Mortgagee when so requested by a First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt (this is a covenant for the benefit of the First Mortgagee of a Unit and may be enforced by such mortgagee). The Unit Owner shall thereupon be fully responsible for the restoration of his Unit.

(2) Loss Beyond a Single Unit:

a. Repair or Restoration: If the damage for which the proceeds were paid is to be repaired and restored, such proceeds shall be paid to defray the cost thereof, as provided in this Article X. Any proceeds remaining after defraying such costs shall be disbursed, in proportion to the cost of repairing the damage suffered by each Unit Owner, to the Unit Owners and their respective mortgagees, if any; disbursements to Unit Owners and their respective mortgagees, being payable jointly to each Unit Owner and his respective mortgagees, provided that said disbursement shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right to require an application of the insurance proceeds to the payment or reduction of its mortgage debt (this is a covenant for the benefit of any First Mortgagee of a Unit and may be enforced by said mortgagee).

b. Failure to Repair or Restore: If it is determined in the manner provided in this Article X that the damage for which the proceeds have been paid shall not be repaired or restored, such proceeds shall be disbursed, in proportion to their respective shares in the Common Elements, to all Unit Owners and their respective mortgagees, if any; disbursements to Unit Owners and their respective mortgagees being payable jointly to each Unit Owner and his respective mortgagees, provided that said disbursement shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt (this is a covenant for the benefit of any First Mortgagee of a Unit and may be enforced by such mortgagee).

(3) Certificate: In making distributions to Unit Owners and their respective mortgagees, the Insurance Trustee may request and rely upon a

certificate of the Secretary of the Association as to the names of the Unit Owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida, and upon the request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

H. Repair or Restoration after less than Very Substantial Damage: Repair or restoration after less than "Very Substantial Damage" (as defined in Section I. below) shall be conducted as follows:

(1) Loss within a Single Unit: Where loss or damage occurs to one Unit, it shall be obligatory for such Unit Owner to repair or restore his Unit and any insurance proceeds shall be distributed as provided in Section G.(l) above.

(2) Loss beyond a Single Unit: Where loss or damage occurs to more than one Unit, and/or to the Common Elements and/or any Limited Common Elements, it shall be obligatory upon the Association and the Unit Owners to repair and restore the damage caused by such loss and the procedures shall be as follows:

a. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration and begin to settle any insurance claims in order to determine as soon as practicable the insurance proceeds available for such repair or restoration.

b. In the event of the loss or damage to Common Elements and/or Limited Common Elements and/or any Units, which loss or damage is covered by casualty insurance, but the insurance proceeds appear to the Board of Directors to be insufficient to repair and restore all of such damage, then, to the extent that such casualty insurance is not specifically payable under the respective policy for Common Elements or Limited Common Elements or Units, it shall be applied first for the repair or restoration of Common Elements, secondly for Limited Common Elements, and then any Units. To the extent that such proceeds are insufficient to complete said repair or restoration and sufficient cash reserves do not exist in the Association's budget or other available funds to cover such insufficiency, special assessments shall be made upon Unit Owners by the Association to complete said repair or restoration with such Assessments to be made in the following manner: In respect of Assessments for the completion or repairs or restoration (i) to Common Elements or Limited Common Elements such Assessments shall be made upon all Unit Owners in proportion to their ownership of the Common Elements (without regard to the existence of any exclusive right to use an area constituting Limited Common Elements that may be appurtenant to any Unit), and (ii) to Units shall be made only in respect of the Units sustaining loss or damage and the allocation of Assessments among such

Units sustaining loss or damage shall bear the same proportion to the total Assessments levied, against all of such Units sustaining loss or damage, as the estimated cost of repair or restoration of each Unit bears to the estimated cost to repair or restore all such Units sustaining loss or damage; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the estimated cost of repair or restoration attributable to individual damaged Units, then the Board of Directors shall levy the Special Assessment for completion against all of the Unit Owners in proportion to their ownership of the Common Elements, as if all such damage had occurred in the Common Elements. If the insurance proceeds exceed Ten Thousand Dollars (\$10,000) or if the total Restoration Fund exceeds Twenty-five Thousand Dollars (\$25,000), all of such funds may be deposited with the Insurance Trustee for disbursement as provided in this Article X. It shall be assumed that the first monies disbursed from the Restoration Fund in payment of costs of repair or restoration shall be from insurance proceeds; and if there is a balance in the restoration fund after payment of all costs of repair and restoration for which the fund is established, such balance shall be distributed as provided in Section G.(2)a. to the extent that it represents insurance proceeds and to the Association to the extent it does not represent insurance proceeds.

c. If the damage or loss is to the Common Elements and/or Limited Common Elements with no, or minimal, damage or loss to any individual Units, and if the cost to repair or restore such damage or loss is less than Twenty-five Thousand Dollars (\$25,000) and the proceeds of any insurance in respect thereto is less than Ten Thousand Dollars (\$10,000), the Board of Directors shall promptly contract for the repair and restoration; provided, however, that upon the request of a First Mortgagee that is a beneficiary of the insurance policy the proceeds of which are included in the Restoration Fund, such funds shall be disbursed in the manner provided in paragraph d. below for more substantial repairs or restorations, but only if the First Mortgagee or the Unit Owner affected by such mortgage shall first deposit with the Insurance Trustee the amount of its estimated fees and disbursements in, connection with such procedures.

d. If the damage or loss involves more than minimal damage to (i) more than one Unit, or (ii) one Unit and/or the Common Elements and/or the Limited Common Elements, or if the cost to repair or restore such damage or loss is more than Twenty-five Thousand Dollars (\$25,000), or if the proceeds of any insurance in respect thereto is Ten Thousand Dollars (\$10,000) or more, the Restoration Fund shall be disbursed by the Insurance Trustee or the Association for the repair or restoration.

e. The Insurance Trustee shall make payments from the Restoration Fund upon the written request of the Association,

accompanied by a certificate dated not more than fifteen (15) days prior to such request signed by an architect or engineer in charge of the work (who shall be selected by the Board of Directors) setting forth that (i) the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work (and giving a brief description of the services and materials and amounts so paid) and that the sum so requested does not exceed the value of the services and materials described in the certificate, (ii) except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness (other than permitted retention in the amount specified in such certificate) known to the person signing such certificate, that might become the basis of a vendor's, mechanic's, or materialmen's, or similar lien upon such work, the Common Elements, the Limited Common Elements or any individual Unit; and (iii) that the cost as estimated by the person signing such certificate (together with any retention set forth in such certificate to be paid upon final acceptance of the work), does not exceed the amount of the Restoration Fund remaining in the hands of the Insurance Trustee after payment of the sum so requested. All payees shall deliver paid bills and waivers of mechanics liens in recordable form to the Insurance Trustee and execute any affidavit required by law or by the Association or the Insurance Trustee and deliver such documents to the Insurance Trustee as a condition of payment.

f. In the event that repairs or restoration are to be undertaken in respect of a Unit encumbered by a First Mortgage or if the damage to be repaired is limited to the Common Elements and/or the Limited Common Elements and the proceeds of any insurance in respect thereto is Ten Thousand Dollars (\$10,000) or more, upon the written request of a First Mortgagee to the Insurance Trustee, the Insurance Trustee shall also require, as a condition to making any disbursements from the Restoration Fund, the prior written approval of the Mortgagee Representative. The Mortgagee Representative may require as a condition of its approval that (i) the Insurance Trustee receive such other certificates and waiver from the payees as shall be reasonably necessary to protect the First Mortgagees from any claims or liabilities to any mechanics, contractor, or materialmen, (ii) the Association or the prime contractor to obtain a completion bond in an amount and with a bonding company authorized to do business in the State of Florida reasonably acceptable to the Mortgagee Representative, and (iii) such other certificates or documents to be furnished as may be reasonably necessary to assure it that the insurance proceeds will be disbursed as required herein; provided that neither the Mortgagee Representative nor any other mortgagee shall have any right to determine or participate in the determination as to whether or not any damage or loss shall be repaired or restored, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Unit

Owner and mortgagee pursuant to the provisions of Section G. above.

g. Any repair or restoration shall be substantially in accordance with the plans and specifications to be prepared by an architect or engineer selected or approved by the Board of Directors. Encroachments upon or in favor of Units that may be created as a result of such repair or restoration shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon which property such encroachment exists or by any Unit Owner in respect of encroachments on the Common Elements, provided that (i) such reconstruction was either substantially in accordance with the plans and specifications of the architect or engineer, or (ii) the building was repaired or restored in the same manner as it existed prior to the loss or damage. Such encroachments shall be allowed to continue in existence for so long as the building or buildings stand.

h. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the Condominium Property.

I. Repair or Restoration after Very Substantial Damage: The term "Very Substantial Damage" shall mean loss or damage whereby seventy-five percent (75%) or more of the aggregate space of all Units (determined on the basis of the square footage of floor area) is rendered uninhabitable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage obtained in accordance with Section B.(1)(a) or B.2. becomes payable. Should such "Very Substantial Damage" occur:

(1) The same procedures shall be followed as required in Section H.(2) a. and b. above, provided that while the amounts of the special assessments required by Section H.(2) b. shall be estimated by the Board of Directors, no actual Assessments shall be made unless the vote described in Subsection (2) below determines that repair or restoration shall be undertaken.

(2) Thereupon, a general meeting of the Association shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty (or if by such date the insurance loss has not been fully adjusted, then within thirty (30) days after such final adjustment), to determine whether to repair and restore the damage or to terminate the Condominium, subject to the following:

a. If the net insurance proceeds available for repair and restoration (including the insurance proceeds payable to mortgagees if a decision is made not to repair or restore the damage) are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be repaired and restored, unless a two-thirds (2/3) vote of the Association determined to terminate or partially terminate the Condominium (in which case the Condominium Property shall be

removed from the provisions of the Condominium Act and insurance proceeds shall be distributed as provided in Section G.2.b. above);

b. If the net insurance proceeds available for repair and restoration (including the insurance proceeds payable to the mortgagees if a decision is made to not repair or restore the damage) are not sufficient to cover the costs thereof so and sufficient funds are not otherwise available that a special assessment will be required, then

i. if a Majority Vote of the Association is not in favor of the special assessment, the Condominium may upon the appropriate vote be terminated (in which case the Condominium Property may upon the appropriate vote be removed from the provisions of the Condominium Act and insurance proceeds shall be distributed as provided in Section G.2.b. above);

ii. if a Majority Vote of the Association is in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon, the Association shall proceed to negotiate and contract for such repairs and restoration in accordance with the provisions of Section H.(2) b., d., e., f., g., and h. above.

(3) The Insurance Trustee may request and rely upon a certificate of the Secretary of the Association, as to whether or not the damaged property is to be repaired and restored.

(4) In the event any dispute shall arise as to whether or not "Very Substantial Damage" has occurred, such a finding made by a majority vote of the Board of Directors shall be binding upon all Unit Owners.

J. Plans and specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original buildings, or as any building was last constructed, or according to the plans approved by the Board of Directors, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of the- Mortgagee Representative and any particular First Mortgagees on the buildings to be changed shall also be required.

K. Insurance by Unit Owner: Each individual Unit Owner shall be responsible for purchasing at his own cost and expense such other insurance as may be appropriate, including without limitation, liability insurance for accidents occurring within his own Unit, insurance against damage to wall coverings, ceiling coverings, floor coverings, electrical fixtures, appliances, air conditioner and heating equipment or apparatus (located within the Unit or outside the Unit if serving only the Unit), water heaters, built-in cabinets, insurance against loss, theft, or damage to his own personal property, Florida Rooms, carports, air conditioners, and any other items as listed in Article XV, Paragraph B.1. and 2., subject to the exclusions in Article XV, paragraph A.2,

of this Declaration; living expense insurance, workmen's compensation insurance for his personal employees, and the like.

ARTICLE XI

EASEMENTS

A. Present Easements: Certain covenants with respect to the Condominium Property were created and intended as covenants running with the land for the use and benefit of the Unit Owners, their guests and invitees; notwithstanding any other provisions contained in this Declaration, such easements may be amended or revoked by a Majority Vote of the Association, provided the terms of such amendment, or such act of revocation, does not unreasonably interfere with the use and benefit of the Unit Owners. The easements are:

(1) Ingress and Egress: A non-exclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the Units as part of the Common Elements necessary to provide reasonable access to the public ways.

(2) Utilities: A non-exclusive easement for conduits, ducts, plumbing, wiring, and other facilities as may be required for Utility Services in order to provide all Utility Services necessary, or desirable to the Condominium Property; provided that easements through a Unit shall be only according to the plans and specifications for the building containing the Unit or as the building is actually constructed unless approved in writing by the Unit Owners (which approval shall not be unreasonably withheld).

(3) Pedestrian and Vehicular Traffic: A non-exclusive easement for pedestrian traffic over sidewalks, paths, lanes, and walks, as the same may exist from time to time upon the Common Elements and for vehicular traffic over, through, and across such portions of the Common Elements as may be found from time to time paved and intended for such purpose; provided, however, that nothing contained herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that the space may be specifically designated and assigned for parking purposes.

(4) Sprinkler System: An easement as may be required or desirable to create, operate, and maintain a water sprinkling system upon the Condominium Property, together with the right to withdraw water from bodies of water, ditches, canals, lakes, and waterways located on the Condominium Property.

(5) Support: An easement of physical support in every portion of a Unit that contributes to the support of a building encompassing any Unit beyond such Unit, or the Common Elements or Limited Common Elements.

(6) Air Space: An easement for the use of the air space appurtenant to a Unit as it exists at any particular time.

(7) Downspouts and Rainwater: An easement for overhanging troughs or gutters, down spouts, and the discharge therefrom of rainwater and the flow thereof over the Condominium Property.

(8) Common Elements: A non-exclusive easement over and to the Common Elements in favor of all of the Unit Owners for their use and for the use of their immediate families, guests, invitees, tenants, and lessees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said persons but subject to any restrictions or limitations expressly set forth herein or contained from time to time in the Uniform Rules and Regulations.

(9) Unintentional Encroachments: An easement for an encroachment for any reason not caused by the intentional or negligent act of a Unit Owner (other than as set forth in Subsections 10. and 11. below), to the extent of such encroachment as long as the same shall continue, in the event that (a) there is an encroachment upon any Unit by another Unit or the Common Elements or Limited Common Elements, or (b) there is any encroachment upon Common Elements or Limited Common Elements by a Unit.

(10) Porches: An easement to a Unit Owner to extend the patio, porch, or slab of such Unit upon the Common Elements and to screen in and/or enclose with windows such extension; provided, however, that such extension shall not exceed three feet (3') from the boundary of the original patio or porch as shown on the original plans and specifications of such Unit and the overall dimensions of such patio, porch, or slab shall not in any event exceed the following dimensions:

Eight feet (8') in width from the outer wall of the Unit to the farthest edge of the patio or porch by twenty-one feet (21') in length,

Provided that (a) no patio, porch, or slab may be so extended until the plans therefor have received the prior written approval of the Board of Directors (which shall not be unreasonably withheld); such extension shall be constructed substantially in accordance with such approved plans, and (b) patios or porches existing as of the date hereof may continue to exist even if they exceed such maximum dimensions and may be repaired, but in the event of the loss or damage by fire or the like may not be restored beyond the maximum dimensions set forth above.

(11) Air Conditioner Pads: An easement to a Unit Owner to place a concrete pad for an air conditioning unit for his Unit, including lines, pipes and electric lines on the Common Elements at a location approved in writing by the Board of Directors, provided that such pad is maintained at the sole expense of the Unit Owner and is not larger than fifteen (15) square feet.

B. Additional Easements and Rights:

(1) Possessory or Use Interests in Lands or Facilities. The Association is hereby authorized on behalf of the Unit Owners from time to time and after a Majority Vote of the Association to acquire and/or enter into agreements to acquire possessory or use interests in lands or facilities, including but not limited to easements, additional rights-of-way, licenses, whether or not contiguous to the land of the Condominium, intended to provide for the enjoyment, recreation, additional egress and ingress, or other use or benefit to the Unit Owners and to grant, or enter into agreements to grant possessory or use interests in the Common Elements, including but not limited to easements for ingress, egress, sewer lines, lift stations, water mains, and other utility conduits. The costs and expense of the maintenance, repair, or replacement of such possessory or use interests in lands, or facilities so acquired shall be an equal Common Expense.

(2) Shared Properties. Pursuant to the Settlement Agreement approved by and attached to the Final Judgment order of the Circuit Court of the Sixth Judicial Circuit in Pasco County, Florida, in case number 51-2009-CA-00409, recorded at OR Book 8536, Page 3965, public records of Pasco County, Florida, there are properties and amenities (the Shared Properties) that are for the benefit and use of the Unit Owners, and the Shared Properties consist of the Recreation Area Property and the Common Properties. The Unit Owners hold easement and use rights and a leasehold interest in the Shared Properties as Common Elements. At the conclusion of the duration of the 99-year lease recorded with the Declaration of Condominium of Paradise Pointe West Group 1, a Condominium at OR Book 700, Page 319, public records of Pasco County, Florida, the Association shall own a proportionate share of the Shared Properties in the percentage expressed in the Settlement Agreement.

ARTICLE XII

PARKING AREAS

The Board of Directors may from time to time assign a Unit Owner a particular parking space in the Condominium Property for automobile parking purposes, and only the parking space so assigned shall thereafter be used by such Unit Owner. Each Unit Owner shall be entitled to use of one standard-sized parking space, at least nine feet in width, for the purposes of parking an automobile. The Board of Directors may from time to time also designate certain areas for visitors' parking and all Unit Owners shall refrain from parking their own automobiles in such areas and shall request that their guests park in such areas. Such assignments or designations shall be noted in the records of the Association, which shall be available for inspection by any Unit Owner, but shall not be recorded among the public records. Any portion of the Condominium Property outside the boundaries of individual Units may be designated for parking purposes by the Board of Directors; except the Board of Directors shall not have the authority to designate a covered parking space for visitors' parking or to relocate a covered parking space for use of a Unit Owner, without first obtaining the written consent of the Unit Owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there be a need (for example, a disability of a Unit Owner, which necessitates a parking space as close to his Unit as possible), change the parking space assigned to a Unit;

provided that a Unit shall always have a parking space, unless it has a garage. Every Unit Owner who desires to cause a cover to be erected over his assigned parking space shall first be required to submit the plans thereof to, and obtain the written approval from, the Board of Directors for such construction; provided that the maximum width (post to post) of any parking space cover shall not exceed ten feet (10') for a cover over a single space, or twenty feet (20') for a cover over two spaces, and provided that the maximum height shall not exceed 90 inches from crossbeam to pavement. Any parking space cover erected without such approval may be removed by the Board of Directors at the expense of the Unit Owner erecting such cover; provided that each of the parking space covers existing as of the date hereof shall be permitted to remain on the condition that the Unit Owner who has erected such cover shall deliver to the Association within thirty (30) days a letter identifying such cover and, to the extent that it covers more than one space identifying which space such Unit Owner considers his primary assigned space.

ARTICLE XIII

RESTRICTIONS ON CONVEYANCES AND LEASING

In order to insure the community of congenial residents and thus protect the value of the Condominium Parcels, the sale, leasing and transfer of Condominium Parcels by any Unit Owner shall be subject to the following provisions:

A. Notification: Prior to any sale or transfer of any Condominium Parcel to any person, other than the Unit Owner's spouse, the Unit Owner shall give written notice to the Board of Directors of the price, anticipated closing date, and other terms thereof (and, upon request of the Board of Directors, a photocopy of any purchase agreement), the name and address of the person to whom the proposed sale or transfer is to be made, and such other information about such person (including, without limitation, proof of age, credit information, and personal references) as may be required by the Board of Directors. As of April 1, 1993, no individual, group, or corporation, except an Institutional Lender obtaining title through foreclosure or a deed in lieu of foreclosure or the Association, may hold title to more than two (2) Units. There are no limits to the number of Units the Association may acquire by foreclosure, deed in lieu of foreclosure, through the exercise of a right of first refusal, or through the exercise of any other power granted to the Association by the Declaration, the Bylaws, or the Articles of Incorporation of the Association, or as provided by law. Within thirty (30) days, after all information reasonably requested by the Board of Directors shall have been received, along with the application fee charged from time to time by the Association, the Board of Directors shall either approve or disapprove of a proposed sale or transfer, and shall notify the Unit Owner in writing of its decision. Failure of the Board of Directors to notify the Unit Owner within such thirty (30) days shall be deemed approval.

(1) Grounds for Disapproval. A sale or transfer may be disapproved for reasons including one or more of the following:

a. Prior criminal record that indicates a potential threat to the safety or welfare of the community;

b. A history evidencing actions taken by the applicant that show a disregard for, or indifference concerning, rules and regulations associated with community living.

c. A history evidencing financial irresponsibility, including but not limited to, prior foreclosure, ``and/or judgment against the applicant; or

d. Non-compliance with any other provision within this Declaration with regard to occupancy, including but not limited to, age restrictions. Pointe West Condominium is restricted as 55-or-older housing.

B. Right of First Refusal on Sale or Transfer:

(1) In addition to the right of the Board of Directors to disapprove a proposed sale or transfer, the members of the Association shall have the first right over the prospective purchaser to consummate such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the Secretary of the Association, in writing, of the acceptance thereof within the time established in any notice to the members, and deposit with the Secretary of the Association the amount required under the contract, which information and notice of deposit the Secretary shall promptly forward to the Unit Owner. In the event the Unit Owner giving notice receives acceptance from more than one (1) member, such Unit Owner may consummate the sale or transfer with whichever of the accepting members he chooses.

(2) In the event no member of the Association accepts the first right of purchase as set forth in Subsection (1), then the Association may exercise the right of first refusal with a purchaser approved by the Association.

C. Permitted Sale or Transfer: In the event the Unit Owner has received the approval of the Board of Directors as set forth in Section A above, and has received no-written notice from any person accepting the price and terms of the proposed sale or transfer within 30 days after, the proposed transfer and all required information is submitted to the Association, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above in this Article XIII. The Unit Owner, at his or her expense, must provide to the buyer a copy of the Condominium governing documents, the Uniform Rules and Regulations, and the prepared Question and Answer Sheet.

D. Redemption After Failure to Comply: In the event a Unit Owner consummates a sale or transfer without first complying with the terms hereof, the Association or any other member of the Association shall have the right to redeem the affected Condominium Parcel from the new Unit Owner by giving written notice, within six (6) months of the unapproved sale or transfer to such new Unit Owner, of the

member's intention to purchase the Condominium Parcel within thirty (30) days on the same price and terms that such new Unit Owner purchased it (without any consideration whatsoever for any improvements or repairs made by the new Unit Owner since his acquisition) and stating that such member has made a good faith deposit of at least ten percent (10%) of the purchase price with the Association. Upon payment as aforesaid, the new Unit Owner shall convey all of his right, title, and interest to the member of the Association first giving written notice of such redemption. The new Unit Owner and the former Unit Owner will be jointly and severally liable for all costs and attorneys' fees incurred by the Association or any Member exercising the right to redeem the property.

E. Transfers Upon Death of a Unit Owner: If, in the case of the death of the Unit Owner, the surviving spouse or another member or members of such Unit Owner's family shall have succeeded to the ownership of the Condominium Parcel, the ownership thereof shall be transferred by legal process to such new owner. However, if any person other than the surviving spouse or members of the family of the deceased Unit Owner succeeds to the ownership of the Condominium Parcel; or if some person is designated by such decedent's legal representative to receive the ownership of the Condominium Parcel, or under the laws of descent and distribution of the State of Florida, title to the Condominium Parcel succeeds to some person other than the decedent's surviving spouse or family members, the Board of Directors shall, within thirty (30) days of receiving written notice thereof, express its disapproval or approval of the persons so designated as owners of the Condominium Parcel by sending written notice thereof to such designated owners. If the Board of Directors shall approve, ownership of the Condominium Parcel may be transferred to any person so designated who shall thereupon become the Unit Owner, subject to the provisions of this Declaration. If, however, the Board of Directors shall disapprove, then the Association shall have an opportunity during thirty (30) days following the notice of such disapproval from the Board of Directors to purchase or designate a person to purchase the Condominium Parcel at the then fair market cash value thereof. Should the parties fail to agree on the fair market cash value of the Condominium Parcel, such value shall be determined by an appraiser, appointed by the Circuit Court in and for Pasco County on petition of any party in interest. The expense of appraisal shall be paid by the seller of the Condominium Parcel. In the event that the Board of Directors does not notify the designated persons of its approval or disapproval within the thirty (30) day period specified above or the Association does not exercise the privilege of purchasing or furnishing a purchaser for such Condominium Parcel within the period required, any person originally designated may then, and only in such event, take title to the Condominium Parcel or may, subject to the provisions of this Article XIII governing sales and transfers, dispose of such Condominium Parcel.

F. Notice Prior to Leasing: Prior to the leasing of any Condominium Parcel, the Unit Owner shall give written notice to the Board of Directors of the name and address of the proposed tenant and the terms of the proposed lease, which must be for a minimum of three (3) months (and shall, upon request, furnish to the Board of Directors a copy of the proposed lease and such other information as to the proposed tenant as it shall reasonably request, including without limitation an application fee, proof of age of all intended occupants, credit information, and personal references). Within thirty (30) days after all information reasonably requested by the Board of Directors shall have been

received, the Board of Directors shall either approve or disapprove the proposed leasing arrangement and give the Unit Owner written notice thereof. The grounds for disapproval will be the same as those set forth in Section A.(l) above. Failure of the Board of Directors to notify the Unit Owner within such period shall be deemed approval. If the Board of Directors disapproves a proposed lease, it shall be under no obligation to lease the Condominium Parcel for the Association, or find a replacement tenant, and the Unit Owner shall have no right to lease his Condominium Parcel to the proposed tenant on the terms disapproved, and prior to entering into any other leasing arrangement with this or any other tenant, said Unit Owner shall repeat the notice and other procedures set forth herein.

G. Conditions to Any Approval of Leasing Arrangements: Whether or not otherwise communicated to a Unit Owner, the following provisions shall apply to any proposed leasing arrangements:

(1) The Board of Directors shall have the right to require that a substantially uniform form of lease be used by all Unit Owners (copies of any such required lease form shall be available from the Secretary of the Association).

(2) In the event the Board of Directors approves a lease, such approval of a lease shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner, but not both, shall have the right to use the Condominium Property to the exclusion of the other party.

(3) The lease shall comply with all provisions of this Declaration and the Uniform Rules and Regulations.

(4) If at any time during such lease the Unit Owner shall be delinquent in the payment of his Assessments, the lessee shall pay his rent directly to the Association until the delinquent Assessment and any interest thereon shall have been paid in full.

(5) All rentals require a minimum stay of three (3) months and are limited to one (1) rental in any consecutive nine (9) month period.

(6) Any person, other than the Association, who purchases a Unit may not rent such Unit during the first year of their ownership, beginning as of the date where their deed is recorded in the public records. This provision is intended to promote owner occupancy of Units and discourage the purchase of Units by investors.

H. Association's Right to Lease Units: Separate from and in addition to the Association's right to approve or disapprove any proposed leasing arrangement on any Condominium Parcel is the right of first refusal hereby granted to the Association to lease any Condominium Parcel offered for lease by any member of the Association. Accordingly, no Unit Owner shall lease his Condominium Parcel to any party without first giving the Association notice in writing of such lease as provided in Section F. above, thereby giving the Association the opportunity to determine also whether it will

exercise its right of first refusal to lease such Condominium Parcel on the same terms and conditions as those contained in any bona fide offer that the Unit Owner may have received for the lease of such Condominium Parcel. If the Association is desirous of exercising its option to lease such Condominium Parcel on the same terms and conditions as are contained in said bona fide offer, then the Board of Directors shall give written notice to the Unit Owner desiring to lease his Condominium Parcel of the exercise by the Association of its election to so lease the Condominium Parcel within fourteen (14) days from receipt by the Association of the Unit Owner's notice to the Board of Directors as required in Section F. above. If the Association has exercised its election to lease such Condominium Parcel, the Association shall execute a lease on the same terms and conditions as those contained in said bona fide offer; provided, that at its choice the Board of Directors may cause the Association's right of first refusal to lease any Condominium Parcel to be exercised in the Association's name for itself, or for a party approved by the Board of Directors. If the Board of Directors does not, within fourteen (14) days after notice to it from the Unit Owner, exercise the right of first refusal herein granted, the Association's options provided in this Section H. shall lapse, but the Unit Owner must still await the approval of the proposed leasing arrangement as provided in Section F. above.

I. Reliance on Affidavit of Secretary: An affidavit of the Secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer or leasing arrangements for a Condominium Parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in such affidavit the redemption rights of Members (in respect to an unauthorized sale or transfer) shall terminate. An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer or leasing arrangements, and that the Board of Directors disapproved or failed to act on such proposed sale or transfer or leasing arrangements, and that thereafter all the provisions hereof that constitute conditions precedent to a subsequent sale or transfer of, or leasing arrangements for a Condominium Parcel have been complied with, and that the sale or transfer of, or leasing arrangements for a particular Condominium Parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title or leasehold interest to such Condominium Parcel sold, transferred, or leased. Such affidavit shall not be evidence of the fact that the subsequent sale, or transfer to, or leasing arrangements with such persons was made at the price, terms, and date stated in the notice given to the Secretary, but in the event of any sale or transfer, six (6) months after the effective date of the sale or transfer the redemption rights set forth in Section D. above shall terminate.

J. Exception for and Special Rights of Institutional Mortgagee: Notwithstanding anything to the contrary herein, the provisions of this Article XIII shall not be applicable to sale or transfers of any Condominium Parcel to an Institutional Mortgagee, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such Institutional Mortgagee becomes an owner.

K. Approval of Occupant: If the transferee, purchaser, or lessee of a Unit is to be a corporation, trust, partnership, or the like, the approval of the transaction may be

conditioned upon the further approval of the Board of Directors of all intended occupants of the Unit.

L. Restriction on Mortgaging: No Unit Owner may mortgage his Condominium Parcel nor any interest therein to any person other than an Institutional Mortgagee without the prior written approval of the Board of Directors. The approval of any other mortgagee may be upon conditions determined by the Board of Directors, or may be arbitrarily withheld.

M. Unauthorized Transactions Void: Any sale, mortgage, lease, or transfer not authorized in accordance with the terms of this Declaration shall be void unless subsequently approved by the Board of Directors, who may arbitrarily withhold any such subsequent approval.

N. Notwithstanding anything to the contrary contained herein, each Unit that is sold, leased, or rented shall be occupied for residential purposes by at least one (1) person who is fifty-five (55) years of age or older. If an owner or tenant resides at his or her Unit more than thirty (30) days within any consecutive twelve (12) month period, he or she is considered a resident and must meet the age restriction of one occupant for residential purposes per unit being fifty-five (55) years of age or older.

Vacations or visits are limited to sixty (60) days within any consecutive twelve (12) month period for Unit Owners under fifty-five (55) years of age.

O. Notification Prior to Occupancy by person other than Unit Owner or Tenant: Prior to occupancy of a Unit by any person who intends to occupy a Unit for more than sixty (60) days within any consecutive twelve (12) month period, the Unit owner shall give written notice to the Board of Directors of the name and current address of the person who is to occupy the Unit. The person who is to occupy the Unit shall provide any such other information about themselves (including, without limitation, proof of age, credit information, criminal history, and personal references) as may be required by the Board of Directors. The grounds for disapproval will be the same as those set forth in Section A(1) above. Within thirty (30) days, after all information reasonably requested by the Board of Directors shall have been received, along with the application fee charge from time to time by the Association, the Board of Directors shall either approve or disapprove of the proposed occupancy, and shall notify the Unit Owner in writing of its decision. Failure of the Board of Directors to notify the Unit Owner within such thirty (30) days shall be deemed approval.

ARTICLE XIV

REQUIRED DOCUMENTATION

The Association may require the Owner and proposed occupant(s) sign a document, which (1) acknowledges that both the Owner and the proposed occupant(s) are aware of the occupancy age restrictions, and (2) verifies that at least one resident of the Unit is at least 55 years of age or older. The Owner and proposed occupant(s) shall submit such reliable, legally sufficient documentation as from time to time may be required by the Association to verify

compliance with the 55-or-older age restrictions.

ARTICLE XV

INDIVISIBILITY OF COMMON ELEMENTS

The Common Elements shall not be divided or conveyed separately from any Unit and shall be more specifically governed as follows:

A. The undivided share in the Common Elements that is appurtenant to a Unit shall not be separated therefrom, and shall pass with the title to the Unit, whether or not separately described.

B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The share in the Common Elements appurtenant to the Units shall remain undivided, and no action for partition of the Common Elements shall lie.

ARTICLE XVI

MAINTENANCE

The Association shall maintain, repair, and replace all Common Elements (other than air conditioning and heating equipment or apparatus serving a single Unit, located upon the Common Elements, and other than portions of buildings or sewage lines, which are treated more fully below) as a Common Expense of the Association.

The responsibility for the maintenance of a Unit shall be as follows:

A. By the Association: The Association shall maintain, repair, and replace the following items:

(1) All portions of the Units (except interior wall surfaces) contributing to the support of a building, which portions shall include, but not be limited to, the outside walls of a building and load bearing columns;

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services that are contained in the portions of the Unit contributing to the support of a building, but only to the extent that such facilities contained within a Unit service any part of the Condominium other than the Unit within which they are contained;

(3) All incidental damage caused to a Unit by the work set forth in subsections (1) or (2) above shall be promptly repaired at the expense of the Association.

(4) Notwithstanding any statement herein contained to the contrary

when it becomes necessary (in the sole discretion of the Board of Directors) for any exterior maintenance, repair, or restoration to be done to any building or to any sewerage line used jointly by the Unit Owners in any particular building, then the Board of Directors shall cause such maintenance, repair, or restoration to be performed on said building and shall assess the Unit Owners in said building individually in the same proportion as their respective square footage (as set forth on Exhibit 5 to this Declaration) bears to the aggregate square footage of all Units in such building having such exterior repairs, maintenance, or restoration performed on it.

B. By the Unit Owner: The Unit Owner shall maintain in good, clean, and sanitary condition, repair and replace at his own cost and expense, all portions of and fixtures in his Unit except those specifically identified in Section A above to be the responsibility of the Association. All maintenance, repair, and replacement shall be done without disturbing the rights of other Unit Owners. Without limiting the generality of the foregoing, the Unit Owner shall be responsible for the following:

(1) Interior of the Unit:

- a. periodically wash or clean Unit's windows, inside and outside;
- b. replace any broken window;
- c. replace and repair any broken window or door screen or lock;
- d. repaint, wallpaper, tile, or otherwise redecorate any interior wall, ceiling, and floor surface;
- e. repair or replace any door; repair or replace shelf, cabinet, or other fixture;
- f. repair or replace any stove, oven, refrigerator, dishwasher, air conditioner, humidifier, disposal, or appliance;
- g. no plumbing or electrical work or repair to any cable system in a Unit shall be done by any person not authorized by the Association or licensed to perform such work; and

(2) Exterior of Unit:

- a. carport;
- b. Florida room, screened or enclosed;
- c. water conditioner;
- d. turbine;
- e. window air conditioner in Florida Rooms;
- f. exterior door replacement and repair, including all parts thereof;
- g. hurricane shutters of approved design and color.

All items in this paragraph (2) a. through g. must be approved in writing by the Association at the written request of the Unit Owner and must conform to other Units and

Board policy.

- h. garage unit courtyards;
- i. an area extending two feet (2') from the sides of and for the length of the Unit, which area may be landscaped by a Unit Owner with personal plantings; and an area extending sixty inches (60") from the rear of and for the width of the Unit or from the rear of and width of any porch that has been added to any Unit pursuant to Article XI, section A.(10) of this Declaration, in which area a Unit Owner may install yard pavers and place patio chairs on the yard pavers. Only removable 20" x 20" white pavers may be installed; no permanent surface such as concrete or pavement may be poured. Unit Owners must call applicable local utilities prior to any digging to locate any underground lines and prevent damage. Unit Owners will be responsible for all repair and maintenance of this area, any improvements added by the Unit Owner and removal and securing personal property placed in this area in the event of a storm; and
- j. air conditioning and heating equipment or apparatus located outside of the Unit, but serving only that Unit.

The personal plantings referenced in paragraph 2(i) shall be subject to the Uniform Rules and Regulations of the Association, as may be amended from time to time.

(3) The Unit Owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the building, or cover the interior of and window with anything other than drapes, shades, interior shutters, or curtains. Exteriors of buildings shall be repainted periodically as determined by the Board of Directors.

(4) The Unit Owner shall promptly report to the Association any defect or need for repair that is the responsibility of the Association.

(5) The Unit Owner shall not make changes to any building or Common Element maintained by the Association, including in the following manner:

- a. alter, remove, or make additions;
- b. jeopardize the safety or soundness of same;
- c. impair any easement;
- d. vary the architectural appearance;
- e. extend or enclose any Florida Room;
- f. construct any air conditioner pad;

All items in this paragraph (5) a. through f. must be approved in writing by the Association at the written request of the Unit Owner before work commences and must conform to other Units and Board policy. This includes exterior changes needed to aid the well-being of elderly or handicapped residents.

- g. attach air conditioner, fan, or duct;
- h. cover by shutter or awning any exterior window or door.

ARTICLE XVII

THE ASSOCIATION

The operation of the Condominium Property shall be vested in the Association. No Unit Owner, except as an officer or director of the Association, shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in its Articles of Incorporation and Bylaws, in this Declaration, and all powers and duties set forth in the Condominium Act, including but not limited to:

A. Access: The Association, its officers, directors, agents, and employees shall have an irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit, or to determine compliance with this Declaration or the Uniform Rules and Regulations. A key shall be made available to the Association office, so the Association will have access to the Unit. Additionally, Unit Owners must fully cooperate in providing access, upon reasonable advance notice under the circumstances, in order to permit the Association to inspect issues within the Unit that the Association may be responsible for, perform maintenance, and otherwise carry out its responsibilities. In the event that an Owner fails to provide the required access, such Owner will be responsible for all costs and attorneys' fees incurred by the Association as a result of such failure. Costs may include fees for a locksmith that the Association may be required to retain if a working key is not provided as required herein.

B. Assessment: The power to make and collect Assessments as provided in Article XVIII of this Declaration.

C. Common Elements: The power to lease, maintain, repair, and replace the Common Elements.

(1) One material alteration or improvement not required for health or safety, not to exceed \$10,000 in the aggregate in a calendar year may be authorized by the Board of Directors. Any second alteration or improvement in a given calendar year, no matter the cost, not required for health or safety shall be made with the approval of two-thirds (2/3) of the Association at a meeting duly called for that purpose.

(2) Upon receipt of bids as required by the Condominium Act, all improvements and material alterations in excess of \$10,000 shall be made with

the approval of the Association as defined in Paragraph (1).

D. Records: The duty to cause accounting records of the Association's activities to be maintained according to good accounting practices; such records shall be open to inspection by Unit Owners during regular business hours within ten (10) working days after receipt of a written request. Any copies requested shall be at the expense of the Unit Owner.

E. Annual Reports: The duty to cause the records of the Association to be audited annually as of December 31 by an independent certified public accountant upon a majority vote of the Unit Owners or a majority vote of the Board of Directors and to mail or deliver a copy of the financial statements of the Association as required by the Condominium Act.

F. Management and Maintenance Contracts. The power to enter into contracts with others for a valuable consideration, for the maintenance and management of the Condominium Property, including the normal maintenance and repair of the Common Elements and in connection therewith, to delegate the powers and rights herein contained, including that of making and collecting Assessments, perfecting liens for nonpayment, etc. Each Unit Owner, his heirs, successors, and assigns, shall be bound by any such management agreement or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming, and consenting to the execution of such agreement by the Association, covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by Unit Owners thereunder, acknowledging that all of the terms and conditions thereof, including the management company's fees, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association; provided that the original term or any single renewal period shall not exceed one year unless such agreement shall be approved by a majority vote of the Association.

G. Rules and Regulations: The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for compliance with community standards by the Unit Owners. Any of such rules and regulations adopted by the Board of Directors and approved by a Majority Vote of the Association shall be deemed Uniform Rules and Regulations and shall be binding upon all Unit Owners, provided that in any emergency the Board of Directors shall have the power to make any emergency rules and regulations, which shall likewise be binding on all Unit Owners, but only until there is sufficient time to seek the Majority Vote of the Association.

H. Miscellaneous: All powers and duties necessary or desirable to accomplish the purposes of the Association.

ARTICLE XVIII

COMMON EXPENSES

Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium Community as shall be permitted or required by the Condominium Act, including without limitation:

A. General: The costs of operation, maintenance, repair, and replacement of the Common Elements.

B. Insurance: Fire, liability, and other insurance and costs related thereto as set forth in Article X.

C. Administrative: Administrative costs of the Association, including without limitation, postage, telephone, clerical, legal, accounting, and related fees and expenses.

D. Certain Utilities: Costs of Utility Services that are not metered to the individual Units.

E. Additional Rights: The costs of additional use rights acquired as part of the Common Elements for the benefit of all Unit Owners as provided in Article XI, Section B.

F. Restoration: The costs of repairs or restoration after damage or loss to the extent provided in Article X.

G. Employees: Maintenance personnel, management, and pest and termite control.

H. Licenses and Taxes: License and inspection fees, any fees required by the Condominium Act or other regulations, and any real estate or personal property taxes assessed against the Condominium, other than taxes assessed against the individual Condominium Parcels that shall be the sole responsibility of the Unit Owner. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, as opposed to levying and assessing such tax or special assessment against each Condominium Parcel and its appurtenant undivided interest in Common Elements, as now provided for by law, then such tax or special assessment so levied shall be paid as a Common Expense by the Association.

I. Facilities and Services: Notwithstanding anything to the contrary contained herein, the Board of Administration shall have the authority to assess as a Common Expense the cost to provide significant facilities and services specifically designed to meet the physical or social needs of older persons.

ARTICLE XIX

LIABILITIES AND LIENS FOR ASSESSMENTS

The Association through its Board of Directors shall establish the annual budget for the Association and shall assess Unit Owners for their proportionate share on the following basis:

A. Fixed by Association: The Association shall have the power to fix and determine from time to time assessments on Unit Owners necessary to provide for the Common Expenses of the Condominium Property. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Community, or to the proper undertaking of the duties imposed upon it by virtue of this Declaration. Monies from any Assessments paid to the Association by any Unit Owner may be co-mingled with the monies paid to the Association by other Unit Owners. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his interest therein, except as an appurtenance to his Condominium Parcel. When a Unit Owner shall cease to be a member of the Association, by transfer of his Condominium Parcel or otherwise, the Association shall not be required to account to such owner for any share of the funds or assets of the Association that may have been paid to the Association by such person, and all monies that any Unit Owner has paid to the Association shall be and constitute an asset of the Association that may be used in the operation and management of the Condominium.

B. Liability: A Unit Owner, regardless of how his title was acquired, shall be liable for, and pay promptly all assessments on the Condominium Parcel (whether regular or special, proportional or, to the extent provided herein, disproportional) coming due while he is the owner of a Condominium Parcel and upon any transfer, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments against the transferor up to the time of such transfer; provided that the liability of an Institutional Mortgagee shall be limited as provided in Section I below.

C. Waiver Ineffective: The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Limited Common Elements, or by abandonment of the Condominium Parcel against which the assessment was made or by any other manner.

D. Interest and Late Fee: Assessments or installments thereof not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until such Assessment or installment thereof and all interest due thereon has been paid. An administrative late fee in addition to interest will be added for each delinquent installment that an assessment is late. This amount is not to exceed the greater of \$25 or 5% of each Assessment.

E. Lien for Assessments: The Association shall have a lien on each Condominium Parcel for any unpaid Assessments and interest thereon against the Unit until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances that the Association may elect to advance in order to preserve and protect its lien and the Association shall further be entitled to interest at the rate of eighteen percent (18%) per annum on any sums advanced for such purposes. Such lien may be executed and recorded in the public records of the county in which the Condominium Property is located in the manner provided by law. The Board of Directors may settle and compromise any action if the Board of Directors determines such settlement or compromise is in the best interests of the Association. The lien for Assessments shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by law; provided that in any event such lien shall be subordinate to the lien of an Institutional Mortgagee recorded prior to such lien, except that the lien of the Association for taxes or special assessments paid by the Association (where any taxing authority having jurisdiction levies any tax or special assessments against the Condominium Property as an entirety instead of levying the same against each Condominium Parcel and its appurtenant undivided interest in the Common Elements as is now provided by law) shall be prior in lien, right, and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such taxes or special assessments shall specifically designate that the same secures such an expenditure by the Association together with the amount thereof allocable to such Condominium Parcel.

F. Foreclosure of Liens: Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may bid at any sale in its own name and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. Institution of an action at law to attempt to effect collection of any delinquent assessment shall not be deemed to be an election by the Association that shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceedings by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it. In any proceeding for the foreclosure of its lien, the Association shall be entitled to rental from the Unit Owner from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said Condominium Parcel; the rental required to be paid shall be equal to the rental charged on comparable type apartments in the area.

G. Payment Prior to Use: Any person who acquires an interest in a Condominium Parcel, including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements, until such time as all unpaid Assessments due and owing by the former owner have been paid; provided this Section g shall not apply to an Institutional Mortgagee to

the extent set forth in Section H. below.

H. Exceptions for Institutional Mortgagee: Where the Institutional Mortgagee of record or other purchaser of a Condominium Parcel obtains title to such Condominium Parcel as a result of foreclosure of the mortgage of an Institutional Mortgagee, or where an Institutional Mortgagee of record accepts a deed to such Condominium Parcel in lieu of foreclosure, such person so acquiring title, shall be liable for assessments pertaining to such Condominium Parcel (or chargeable to the former Unit Owner thereof) as provide in Section 718.116 of the Florida Statutes, as amended from time to time. Nothing herein shall abridge or limit the rights of mortgagees of a Condominium Parcel as set forth in any statute.

I. Certificate of Association: Whenever any Condominium Parcel is to be leased, sold, or mortgaged by the Unit Owner thereof, the Association, upon written request of such Unit Owner, shall furnish to the proposed lessee, purchaser, or mortgagee, a written statement of the treasurer of the Association verifying the status of payment of any Assessments that may be due and payable to the Association by such Unit Owner. Such lessee, purchaser or mortgagee may rely upon such statement and the Association shall be bound thereby.

ARTICLE XX

RESTRICTIONS AND OBLIGATIONS OF UNIT OWNERS

In addition to other obligations and duties of Unit Owners set forth in this Declaration:

A. Taxes and Utilities: Each Unit Owner shall pay for any utilities that are separately metered to his Unit and any taxes separately assessed against his Condominium Parcel.

B. Residence: No Unit Owner shall use or permit the use of his Residential Unit for any purpose other than as a single family residence.

C. Pets: Unit Owners may keep no more than two (2) pets per Unit at any time. Pets within the Condominium must be kept confined inside the Unit at all times, except when being walked on a leash outside the Unit. Unit Owners shall not tether pets outside the Unit or on the Common Elements or allow pets to roam free off leash on the Condominium Property. Unit Owners may keep pets only (i) in accordance with the Association's Uniform Rules and Regulations, (ii) if such pets each weigh twenty (20) pounds or less, and (iii) as long as such pets shall not become a nuisance to any other Unit Owner.

D. Insurance Rates: No Unit Owner shall permit or suffer anything to be done or kept in his Unit that will increase the insurance rates on his Unit or any other portion of the Condominium Property, or that will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance or immoral or illegal act in his Unit or the Common Elements or make any use of a Unit that violates any law or governmental

regulation.

E. Condominium Governing Documents and Uniform Rules and Regulations: Each Unit Owner, each tenant and other invitee is governed by, and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the Association Bylaws, and the Uniform Rules and Regulations. The Association may levy reasonable fines for the failure of the Unit Owner or his tenant, licensee, or invitee to comply with any provision of this Declaration, the Association Bylaws, or Uniform Rules and Regulations. This action will follow applicable provisions of the Condominium Act, and Board procedures that have been established before fines are assessed.

F. Signs: No Unit Owner shall show any sign, advertisement, or notice of any type on the Common Elements or his Unit (nor affix them in any manner so they are visible from the exterior of his Unit) nor erect any exterior antenna or aerial except as may be provided in any Federal Law or in the Uniform Rules and Regulations.

G. Restrictions:

(1) Persons Under 55 Years of Age: Vacations or visits are limited to sixty (60) days within any consecutive twelve (12) month period for Unit Owners under fifty-five (55) years of age. If an owner or tenant resides at his or her unit more than thirty (30) days within any consecutive twelve (12) month period, he or she is considered a resident and must meet the age restriction of one full time resident per unit being fifty-five (55) years of age or older. No Unit Owner shall permit any person who has not yet attained eighteen (18) years of age to reside in his Unit, except that persons under such age may be permitted to visit and temporarily reside thereon, provided that such temporary residence shall not exceed thirty (30) days within any consecutive twelve (12) month period.

(2) Enforcement: Notwithstanding any other rights that may be available to the Association and the Condominium for a breach of this Section G. by any Unit Owner (whether such breach be intentional or unintentional, through childbirth, guardianship, or the like), the Association may, and upon written request of any five (5) Unit Owners shall, notify the offending Unit Owner in writing that such offending Unit Owner is in breach of this Section G and shall have thirty (30) days to cure such breach through removal of the person who has not yet attained eighteen (18) or fifty-five (55) years of age from the premises or otherwise. If, however, the offending Unit Owner does not cure the breach within thirty (30) days following notification to do so, the Association shall have the right within ninety (90) days following the expiration of the thirty (30) day cure period to purchase or designate a person to purchase the Condominium Parcel of the offending Unit Owner at the then fair market cash value thereof. If the parties cannot agree on such value, it shall be determined (and the costs of such determination borne) as set forth in Section E of Article XIII.

H. Damage: Each Unit Owner shall be responsible for any damage done by

such Unit Owner or by a resident or guest of his Unit to any part of the Condominium and shall be liable for any costs and expenses arising therefrom that shall be charged against the Unit Owner and shall be collectible by the Association as an additional Assessment against his Unit.

I. Laundry: No Unit Owner shall place any permanent or portable washing or drying machines within his Unit without the prior written approval of the Board of Directors. No Unit Owner shall permit laundry or dry cleaning of any kind or nature to be displayed within the Common Elements.

J. Trash: No Unit Owner shall allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor.

K. No Unit Owner shall plant any bush, shrub, tree, or flower on Common Elements or Limited Common Elements that are maintained by the Condominium Association.

ARTICLE XXI

LEGAL FEES

If any proceeding arises because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Bylaws, or Uniform Rules and Regulations, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

ARTICLE XXII

CONDEMNATION

Proceeds of condemnation shall be applied in the following manner:

A. Total Condemnation: In the event of total condemnation of the Condominium Community, all proceeds shall be deposited with the Insurance Trustee, if any, and disbursed to Unit Owners and their respective mortgagees in accordance with Article X, Section G.(2)b. in the same manner as though there had been total destruction of the Condominium and a decision had been made not to restore or repair the Units.

B. Partial Condemnation: In the event of partial condemnation, the proceeds of such condemnation shall be turned over to the Insurance Trustee, if any, and the disbursement and other procedures set forth in Article X, Section G. or H. (depending on the extent of the partial condemnation) shall be followed; provided that if there has been less than Very Substantial Damage as a result of such condemnation, any condemned Units shall be rebuilt to the extent practicable on portions of the Common Elements, or if such rebuilding is not practicable (as shall be determined by a Majority Vote of the Association), the portions of the condemnation proceeds payable to the Condominium Association in respect of any Units not to be rebuilt shall be disbursed to such Unit Owner, and their respective mortgagees, if any, in proportion to the Unit Owner's respective shares of the Common Elements, being payable jointly to each Unit Owner

and his respective mortgagees, provided that said disbursement shall be made solely to a First Mortgagee when request by such First Mortgagee whose mortgage provides that it has the right to require application of condemnation proceeds to the payment or reduction of its mortgage debt (this is a covenant for the benefit of any First Mortgagee of a Unit and may be enforced by said mortgagee).

C. Adjustment to Remaining Units' Percentage Ownership in Common Elements After Condemnation: If any Units are lost to the Condominium by partial condemnation and the Condominium is not to be terminated, but such Units cannot be repaired or restored, then the existing Exhibit 5 shall be amended after similar computations to those set forth in Article XXIII, Section D below, with Units lost being treated as a phase having negative square footage.

ARTICLE XXIII

AMENDMENT

The Declaration may be amended as follows:

A. By a Majority of the Board of Directors or a Majority Vote of the Association: This Declaration may be amended by either a majority of the Board of Directors or a Majority Vote of the Association, without the approval of any other Unit Owners or any other person:

(1) To correct an error of any legal description caused by a scrivener's or surveyor's error.

(2) To correct a scrivener's or surveyor's error through which a Unit has not been designated as owning an appropriate undivided share of the Common Elements (and as a result does not bear an appropriate share of the Common Expenses or is not entitled to the appropriate share of the Common Surplus) or if the sum total of the shares of Common Elements that have been distributed equals more or less than one hundred percent (100%).

B. By a Two-thirds (2/3) vote of the Association: This Declaration may be amended by a two-thirds (2/3) vote of the Association provided that:

(1) Notice: If such an amendment is to be made at a meeting of the Association, the notice of such meeting shall expressly state that an amendment to this Declaration shall be considered at such meeting.

(2) Institutional Mortgagee: If such amendment would impair the lien of or prejudice the rights or priorities of any Institutional Mortgagee, such amendment will be ineffective as to such Institutional Mortgagee unless such Institutional Mortgagee shall have given its prior written consent thereto except that (a) amendments to Article X may be made with the prior written consent of ninety percent (90%), by original principal amount of all the Institutional Mortgagees holding mortgages on the Units, and (b) the amendments set forth in

Section A.(1) and A.(2) above may be made without the consent of any Institutional Mortgagee, unless specifically required in a particular circumstance of an amendment under Article XVI.

(3) Alteration of Ownership or Apportionment: If such amendment would alter the percentage ownership of the Common Elements or the basis of apportioning Common Expenses and Common Surplus or the voting rights of members of the Association, it shall require the unanimous vote of all Unit Owners affected thereby and the written consent of their Institutional Mortgagees except that amendments permitted by Section A. above may be made without such vote or consent.

(4) Termination of Condominium:

a. Unanimous Vote: At any time by a unanimous vote of all members of the Association.

b. After Very Substantial Damage: After Very Substantial Damage, as provided in Article X, Section I.(2).

c. Option on seventy-five percent (75%) vote of the Association: After seventy-five percent (75%) vote of the Association (but not by a unanimous vote) has approved termination, the Association and the approving members shall have the option to purchase the Condominium Parcels of all the disapproving members within one hundred and twenty (120) days on the following conditions and thereafter effect the termination:

i. Within thirty (30) days after such vote the Association shall give written notice to all members of the intention of the Association and the approving members to exercise this option.

ii. Within fifteen (15) days after the notice provided in paragraph i. above any theretofore disapproving member may give written notice of a change in his vote and approval. At the end of such fifteen (15) day period, the option to purchase shall become irrevocable as to the Condominium Parcel of any member who did not vote approval initially or change his vote to an affirmative vote within such period.

iii. Prior to the expiration of the one hundred and twenty (120) day option period, the approving members of the Association shall meet and determine among themselves which Condominium Parcels shall be purchased by the Association or by one or more of such members, and each of the designated purchasers shall, prior to the expiration of such option period, give written notice to the Unit Owner of the respective Condominium

Parcel that he is to purchase, each such notice being deemed a separate purchase agreement to purchase the particular Condominium Parcel for the fair market cash value thereof (to be determined as in Article XIII, Section E.) within thirty (30) days of the date of determination of such value; each such purchase agreement shall be deemed separate and distinct and the failure to close any one or more shall not affect any other, provided that any designated purchaser who shall unjustifiably fail to close after giving written notice to a Unit Owner of his intention to purchase at such value shall pay to such Unit Owner as liquidated damages five percent (5%) of such value (any defects in title shall be a justifiable reason for failing to close).

d. Per the Condominium Act, as amended from time to time.

C. Effectiveness of Amendments: All amendments to this Declaration or an instrument removing the Condominium from submission to Condominium Ownership shall be evidenced by a certificate of the Association, which certificate shall include the recording data of this Declaration, shall state that the amendment is approved as provided herein (citing specifically the provisions under which the amendment is to become effective), shall be executed by the Association in the form required for the execution of a deed, and shall be effective when recorded in the public records of Pasco County; provided that (a) while the individual Unit Owners need not execute, such amendment or instrument, if the consent of any Institutional Mortgagee is required for such action, such Institutional Mortgagee shall be required to join or execute such amendment or instrument, and (b) for an amendment made pursuant to Section A.(2) to be effective, such amendment must also be executed by the Unit Owners whose shares in the Common Elements are being changed and any mortgagees on such Condominium Parcels, but no other Unit Owner or mortgagee shall be required to join in or execute the amendment.

D. Adjustment to Each Unit's Percentage Ownership in Common Elements as Each Phase is Added: The method for allocating each Unit's percentage ownership in Common Elements at the Condominium is the relationship between the square footage of the individual Unit and the aggregate square footage of all Units at the Condominium.

(1) Present Allocation: A table of the square footage (rounded to the nearest ten square feet) of each Unit, the aggregate number of square feet in all Units, and each Unit's current percentage ownership, subject to possible future adjustments as set forth in Subsection (2) below or Section C of Article XXII, is set forth on Exhibit 5 attached hereto and made a part hereof.

(2) Method of Adjustment:

a. As each phase was submitted to Condominium ownership, such submission was accompanied by a certificate of an architect licensed in Florida, which certificate set forth beside a list of each Unit in such newest phase the number of square feet in each Unit (rounded to the

nearest ten square feet) and the aggregate number of square feet in all Units in such newest phase.

b. The aggregate number of square feet in all Units in the newest phase shall be added to: (i) the aggregate number of square feet in all Units in all new phases (if any) prior to such newest phase; plus (ii) the aggregate number of square feet in all Units.

c. The aggregate number of square feet in all Units computed in paragraph (b) above shall then be divided into the number of square feet in each Unit (rounded to the nearest ten square feet) to obtain the revised percentage ownership of each Unit in the Condominium.

d. The computations required by this section (2) shall be: (i) carried to four significant digits (e.g. 1.676% or 0.8736%); (ii) made by the Treasurer of the Association; and (iii) verified by the accountant for the Association. If, after the computations have otherwise been completed, all percentages do not aggregate one hundred percent (100%), for convenience such amount shall be added to or subtracted from the previously computed percentage for the last listed Unit in the newest phase as shall be necessary for all percentages to aggregate one hundred percent (100%) and such revised percentage shall apply to such last listed Unit until a further adjustment, if any, is required by this section (2) or Section C. of Article XXII.

e. A revised Exhibit 5 based on the information contained in section (1) above and this section (2) shall be filed with the amendment to the Declaration covering the submission to Condominium ownership of each new phase to the Condominium.

f. If one or more phases are not built, the Units that are submitted to Condominium ownership at the Condominium shall be entitled to one hundred percent (100%) of the Common Elements.

ARTICLE XXIV

COVENANTS RUN WITH THE LAND

All provisions of this Declaration shall be constructed to be covenants perpetually running with the land or equitable servitudes upon the land, and shall be binding upon all Unit Owners, their mortgagees, grantees, devisees, heirs, executors, administrators, personal representatives, successors and assigns, and any other claimant of the land or any part thereof or interest therein, shall be bound by all of the provisions of this Declaration.

ARTICLE XXV

ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES

In addition to the various other rights provided to Institutional Mortgagees in Articles X, XIII, XVI (Section B.(4)), XIX, XX (Section F.), XXI, XXII (Section B), and XXIII, an Institutional Mortgagee, shall, upon written request to the Association, be entitled to the following:

A. Annual Report: One copy of the most recent annual financial statements of the Association and a copy of each subsequent annual financial statement at the same time such report is mailed to the Association.

B. Notice of Meetings: Notice of the call of any meeting of the Association at the same time notice is mailed to members of the Association.

C. Notice of Default: Written notice of any default in the payment of Assessments by any Unit Owner whose Unit is encumbered by a mortgage held by such Institutional Mortgagee.

ARTICLE XXVI

NO WAIVER

The failure of the Association, or any Unit Owner, to enforce any covenant, restriction, or other provisions of the Condominium Act, this Declaration, the Bylaws, or the Uniform Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XXVII

HEADINGS OF NO EFFECT

The headings used in this Declaration are for convenience of reference only and they shall in no way be construed to be part of this Declaration or interpreted with it.

ARTICLE XXVIII

SEVERABILITY

If any provision of this Declaration, or of the Condominium Act, or any application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration and of the application of any such provision in other circumstances shall not be affected thereby and the Declaration shall be construed to create a Condominium in accordance with all governing laws. In the event any court should hereafter determine that any provision herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

ARTICLE XXIX

NOTICES

All notices required to be given to any party hereunder shall be deemed given (i) when mailed if properly addressed and sent certified mail postage prepaid and deposited in a sealed envelope in any post office box or post office maintained by the United States Postal Service, or (ii) when received if delivered in any other manner. Notices shall be addressed as follows:

A. The Association: Any notice required to be given to the Association shall be addressed to the Association at its address as stated in the records of the Florida Department of State, Division of Corporations.

B. Unit Owner, Lessee, or Other Unit Occupant: Any notice required to be given to a Unit Owner, lessee, or other occupant of a Unit shall be addressed to him at the Unit.

C. Any Mortgagee: Any notice required to be given to any mortgagee shall be addressed to the mortgagee at the address set forth in the recorded mortgage.

D. Any Proposed Transferee of a Unit: Notice shall be given to any proposed transferee of a Unit at the address specified in any document that has been given to the Association and if no such purchase agreement has been so deposited with the Association, the Association may address any notice to such proposed transferee care of the Unit that such person proposes to have transferred to him.

Any address specified herein or the receipt of a notice may be changed by the intended recipient giving all other parties notice of such changed address at the addresses and in the manner set forth above.

ARTICLE XXX

MISCELLANEOUS

This Declaration shall be construed in accordance with the laws of the State of Florida. If any determination is required to be made, or actions taken by the Association hereunder, it shall be made or taken by the Association's Board of Directors or officers, unless a vote of the members of the Association is specified. If approval of the Board of Directors is required, it shall be evidenced by a certificate of the Secretary of the Association stating that such matter was approved by at least a majority of the Board of Directors. If a certificate of the Association or the Board of Directors is required, unless otherwise specified, it shall be signed by the Secretary of the Association, or if the Secretary is unavailable by the Assistant Secretary. Any computation or certificate required by the Treasurer of the Association shall be made or executed by the Assistant Treasurer, if the Treasurer is unavailable. Whenever the context so requires, the use of any gender shall be deemed to include all other genders and the use of the singular shall include the plural and the use of the plural shall include the singular.

UN BK 52 PG 1328
47 of 64**EXHIBIT 1 A****EXISTING CONDOMINIUM****Legal Description**

Commence at the southwest corner of Section 8, Township 25 South, Range 17 East and run N 15° 47' 48" E, a distance of 3879.03 feet to the point of beginning; thence run N 00° 51' 28" E, a distance of 1535.72 feet; run N 00° 32' 21" E, a distance of 503.77 feet; thence run S 89° 08' 32" E, a distance of 922.80 feet; thence run N 61° 36' 13" E, a distance of 311.21 feet; thence run S 89° 8' 32" E, a distance of 102.23 feet; thence run S 01° 25' 22" E, a distance of 414.16 feet; thence run S 06° 17' 33" W, a distance of 200.90 feet; thence run S 21° 14' 41" E, a distance of 140.44 feet; thence run S 70° 58' 45" E, a distance of 145.38 feet; thence run S 43° 06' 57" E, a distance of 145.38 feet; thence run S 01° 43' 19" W, a distance of 113.40 feet; thence run S 01° 43' 19" W, a distance of 50.00 feet; thence run S 01° 43' 19" W, a distance of 36.63 feet; thence run S 00° 17' 32" W, a distance of 200.01 feet; thence run S 05° 16' 17" W, a distance of 156.08 feet; thence run S 30° 52' 51" W, a distance of 62.82 feet; thence run S 29° 25' 37" W, a distance of 200.02 feet; thence run S 27° 42' 33" W, a distance of 200.03 feet; thence run S 31° 14' 59" W, a distance of 78.36 feet; thence run S 06° 03' 05" W, a distance of 64.41 feet; thence run S 07° 44' 29" W, a distance of 126.95 feet; thence run S 15° 25' 41" E, a distance of 312.34 feet; thence run S 23° 56' 33" E, a distance of 425.97 feet; thence run S 6° 18' 36" W, a distance of 162.63 feet; thence run N 88° 12' 36" W, a distance of 320.16 feet; thence run N 63° 46' 33" W, a distance of 102.98 feet; thence run N 20° 01' 05" W, a distance of 420.00 feet; thence run S 69° 55' 58" W, a distance of 33.95 feet; thence run N 00° 51' 28" E, a distance of 273.06 feet; to the P.O.B. containing 36.1 acres, M.O.L.

TOGETHER with that certain real property described on EXHIBIT "1A" attached to the Amendment to Declaration of Condominium of Pointe West Condominium, recorded in Official Records Book 993, Page 228, of the Public Records of Pasco County, Florida, which is incorporated herein and made a part hereof by reference.

SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD

EXHIBIT 1 B

ent units are defined as those at the Pointe West

um having following unit

1A	31B	63A	93B	124A	155B	150A
1B	32A	63B	94A	124B	156A	150B
2A	32B	64A	94B	125A	156B	170A
2B	33A	64B	95A	125B	157A	170B
3A	33B	65A	95B	126A	157B	180A
3B	34A	65B	96A	126B	158A	180B
4A	34B	66A	96B	127A	158B	190A
4B	35A	66B	97A	127B	159A	190B
5A	35B	67A	97B	128A	159B	200A
5B	36A	67B	98A	128B	160A	200B
6A	36B	68A	98B	130A	160B	210A
6B	37A	68B	99A	130B	161A	210B
7A	37B	69A	99B	131A	161B	220A
7B	38A	69B	100A	131B	162A	220B
8A	38B	70A	100B	132A	162B	230A
8B	39A	70B	101A	132B	163A1	230B
9A	39B	71A	101B	133A	163A2	
9B	40A	71B	102A	133B	164A1	240A
10A	40B	72A	102B	134A	164A2	240B
10B	41A	72B	103A	134B	165A1	290A
11A	41B	73A	103B	135A	165A2	290B
11B	42A	73B	104A	135B	166A1	300A
12A	42B	74A	104B	136A	166A2	300B
12B	43A	74B	105A	136B	167A1	310A
13A	43B	75A	105B	137A	167A2	310B
13B	44A	75B	106A	137B	167B1	320A
14A	44B	76A	106B	138A	168A	320B
14B	45A	76B	107A	138B	168B	330A
15A	45B	77A	107B	139A	169A	330B
15B	46A	77B	108A	139B	169B	340A
16A	46B	78A	108B	140A	170A1	340B
16B	47A	78B	109A	140B	170A2	350A
17A	47B	79A	109B	141A		350B
17B	48A	79B	110A	141B	1GA	360A
18A	48B	80A	110B	142A	1GB	360B

✓

18B	49A	80B	111A	142B	2GA	37GA
19A	49B	81A	111B	143A	2GB	37GB
19B	51A	81B	112A	143B	3GA	38GA
20A	51B	82A	112B	144A	3GB	38GB
20B	52A	82B	113A	144B	4GA	39GA
21A	52B	83A	113B	145A	4GB	39GB
21B	53A	83B	114A	145B	5GA	40GA
22A	53B	84A	114B	146A	5GB	40GB
22B	54A	84B	115A	146B	6GA	41GA
23A	54B	85A	115B	147A	6GB	41GB
23B	55A	85B	116A	147B	7GA	42GA
24A	55B	86A	116B	148A	7GB	42GB
24B	56A	86B	117A	148B	8GA	43GA
25A	56B	87A	117B	149A	8GB	43GB
25B	57A	87B	118A	149B	9GA	44GA
26A	57B	88A	118B	150A	9GB	44GB
26B	58A	88B	119A	150B	10GA	45GA
27A	58B	89A	119B	151A	10GB	45GB
27B	59A	89B	120A	151B	11GA	46GA
28A	59B	90A	120B	152A	11GB	46GB
28B	60A	90B	121A	152B	12GA	47GA
29A	60B	91A	121B	153A	12GB	47GB
29B	61A	91B	122A	153B	13GA	48GA
30A	61B	92A	122B	154A	13GB	48GB
30B	62A	92B	123A	154B	14GA	49A
31A	62B	93A	123B	155A	14GB	49B

SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD**EXHIBIT 2****RECREATION AREA****LEGAL DESCRIPTION
(Points West)**

Commence at the southwest corner of Section 8, Township 25 South, Range 17 East and run N20° 24' 26" E, a distance of 5233.93 feet to a point of beginning; then run N01° 43' 19" E, and a distance of 113.40 feet; thence run N43° 06' 57" W, a distance of 145.38 feet; thence run N70° 58' 45" W, a distance of 145.38 feet; thence run N21° 14' 41" W, a distance of 140.44 feet; thence run N06° 17' 33" E, a distance of 200.90 feet; thence run N01° 23' 22" W, a distance of 135.41 feet; thence by a curve to the left having a radius of 4369.72 feet; having a chord bearing of N 58° 38' 39" E, a distance of 665.36 feet; run an arc distance of 665.00 feet; thence run N 54° 17' 33" E, a distance of 198.00 feet; thence run by a curve to the left having a radius of 728.00 feet having a chord bearing of S 46° 47' 13" W, a distance of 190.18 feet; run an arc distance of 190.73 feet; thence by a curve to the left having a radius of 500.00 feet; having a chord bearing of S 28° 54' 42" W, a distance of 180.00 feet; run an arc distance of 180.98 feet; thence run S 18° 32' 32" W, a distance of 325.00 feet; thence run by a curve to the left having a radius of 292.50 feet; having a chord bearing of S 11° 58' 45" E, a distance of 297.10 feet; run an arc distance of 311.63 feet; thence run S 42° 30' 04" E, a distance of 15.00 feet; thence by a curve to the right having a radius of 525.00 feet; having a chord bearing of S 41° 53' 12" E, a distance of 11.25 feet; run an arc distance of 11.25 feet; thence S 46° 53' 19" W, a distance of 52.91 feet; thence by a curve to the left having a radius of 164.00 feet; having a chord bearing of S 24° 18' 19" W, a distance of 123.96 feet; run an arc distance of 129.28 feet; thence run S 01° 43' 19" W, a distance of 36.31 feet; thence by a curve to the right having a radius of 105.00 feet; having a chord bearing of S 46° 43' 19" W, a distance of 148.49 feet; run an arc distance of 164.93 feet; thence run N 88° 16' 41" W, a distance of 14.00 feet to the point of beginning.

Containing 7.19 Acres More or Less

Except and excluding the approximately 40' x 60' water plant site in the presently unpaved portion of the parking lot presently constructed in the northern portion of the foregoing recreation area together with easements over, through and under the lands of the Grantor, a Florida corporation, of ingress to and egress from, for the construction, maintenance, and operation of such plant and any additions thereto or replacements thereof and for the running and repair of water and other utility pipes and lines to and from such site.

TOGETHER WITH A PERPETUAL NONEXCLUSIVE EASEMENT IN AND TO: the existing shuffleboard courts and horseshoe area presently constructed on lands of P.P.W., Inc. adjoining the foregoing Recreation Area, together with easements of ingress and egress thereto for

pedestrian (non-vehicular) use; provided that the owners of the foregoing Recreation Area and other persons entitled to the use thereof (as set forth in Article X of the amended restated Declaration of Condominium of Pointe West dated as of December 20, 1976) shall pay all costs of maintenance (including without limitation all taxes allocable to such areas) to be apportioned as are other Recreation Area Property costs (as set forth in such Article X) and provided further that P.P.W., Inc., or any subsequent owner of the lands now owned by P.P.W., Inc., may at its sole cost and expense construct substitute shuffleboard and horseshoe facilities of substantially similar design and quality on another portion of the lands now owned by P.P.W., Inc. and substitute similar easement and use rights to those facilities to the same persons and on the same terms as herein stated.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

POINTE WEST CONDOMINIUM ASSOCIATION, INC.

This instrument amends the Articles of Incorporation of POINTE WEST CONDOMINIUM ASSOCIATION, INC. to, among other things, eliminate the classification of members, change the resident agent and principal office and generally correspond the original articles with amendments to the Declaration of Condominium of the condominium project now known as Pointe West Condominium. Pursuant to resolutions approving these amended and restated Articles of Incorporation adopted, after due notice, by a unanimous vote of the Board of Directors and more than seventy-five (75%) percent of the members, all in accordance with Article XII of the original Articles of Incorporation, such Articles are hereby amended and restated in their entirety as follows:

I.

NAME

The name of the corporation shall be: POINTE WEST CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association").

II.

PURPOSE

The purpose for which this Association is organized in the operation and management of the condominium community now known as the POINTE WEST CONDOMINIUM (formerly known as Paradise Pointe West, Group Nos. 1 through 300 inclusive, Condominium), established in accordance with the Florida Condominium Act (as the same may be amended from time to time, hereafter referred to as the "Condominium Act"), upon the real property, situated, lying and being in Pasco County, Florida and referred to as the present Condominium Property in the Declaration of Condominium of the Pointe West Condominium, as amended and restated through the date hereof (as the same may be amended from time to time, hereinafter referred to as the "Declaration of Condominium").

III.

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the

Declaration of Condominium, the By-Laws of this Association (as amended and restated through the date hereof and from time to time hereafter, hereinafter referred to as the "By-Laws") and the Declaration of Condominium.

2. Without limiting the generality of the foregoing, the Association shall have all of the powers of condominium associations under the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

A. To make, establish and enforce reasonable rules and regulations governing the use of Condominium Units, Common Elements, Limited Common Elements and other Condominium Property, as said terms are defined in the Declaration of Condominium.

B. To make, levy and collect Assessments against Unit Owners and others to provide the funds to pay for Common Expenses of the Condominium Community, as such terms are defined in the Declaration of Condominium, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

C. To maintain, repair, replace and operate the Condominium Property, including without limitation, all portions of the Condominium Property which the Association has the right and power to maintain, repair, replace and operate in accordance with the Declaration of Condominium.

D. To reconstruct improvements on the Condominium Property after casualty or other loss and to further improve the property.

E. To enforce by legal means the provisions of the Declaration of Condominium, the By-Laws, any rules and regulations and all documents, rights or obligations referred to therein.

F. To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association to the extent permitted by the Declaration of Condominium.

G. To acquire leaseholds, memberships or other possessory or use interests in lands or facilities including, but not limited to other Recreational Facilities, whether or not contiguous to the lands of the Condominium Community, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners.

H. To acquire by purchase or otherwise Condominium Parcels pursuant to, and as defined in the provisions of the Declaration of Condominium.

I. To approve or disapprove the transfer, mortgage and ownership of Condominium Parcels as provided by the Declaration of Condominium.

J. To employ personnel to perform the services required for proper operation of the Condominium Community.

IV.

MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

1. Only record owners of Condominium Parcels in the Pointe West Condominium shall be members of the Association, and no other person or entity shall be entitled to membership. Voting rights of members shall be established by the Declaration of Condominium and the By-Laws.

2. Membership shall be established by the acquisition of record ownership of fee title to a Condominium Parcel, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration of Condominium and by the delivery to the Association of a true copy of the deed or other instrument transferring title. The new owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of the prior owner as to the Condominium Parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, and membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to this Condominium Parcel.

V.

TERM

The term for which this Association is to exist shall be perpetual.

VI.

BOARD OF DIRECTORS

The affairs of the Association will be managed by a Board of Directors consisting of the number of directors determined by the By-Laws, but not less than five (5).

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws and Florida law.

VII.

OFFICERS

The affairs of the Association shall be managed, subject to the direction of the Board of Directors, by the President of the Association, assisted by the Vice President, Secretary, Treasurer and any other officers who may be appointed as provided herein. The Board of Directors, or President, with the approval of the Board of Directors, may employ a managing

agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation or management of the Association and any such person or entity may be so employed without regard to whether such person or entity is a member or a director or officer of the Association.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as the Board of Directors shall, from time to time, determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a director. The same person may not hold the office of President or Vice President and Secretary or Assistant Secretary.

VIII.

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against any expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IX.

ADDRESS

The principal office of the Association shall be located at 11945 Paradise Pointe Way, New Port Richey, Florida 34654, but the Association may maintain offices and transact business in such other places within the State of Florida as may from time to time be designated by the Board of Directors.

X.

BY-LAWS

The initial By-Laws of the Association were adopted by the Board of Directors and may be altered, amended or rescinded only in the manner provided for therein.

XI.

AMENDMENTS

Any amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval by the other. Such approvals must be by seventy-five (75%) percent of the members of the Association present and voting at such meeting and by two-thirds (2/3) of the members of the Board of Directors.
3. No amendment may be made to the Articles of Incorporation which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration of Condominium.

AMENDED, CONSOLIDATED AND RESTATED BYLAWS
OF
POINTE WEST CONDOMINIUM ASSOCIATION, INC.

(Substantial rewording of Bylaws; see Amended and Restated Bylaws dated February 26, 1996, and amendments thereto, for original text.)

These are the Bylaws of POINTE WEST CONDOMINIUM ASSOCIATION, INC., (formerly known as Paradise Pointe West Association, Inc.), a not-for-profit, Florida corporation (the Association), formed for the purpose of administering the condominium known as Pointe West Condominium, located in Pasco County, Florida, as described in the Declaration of Condominium of Pointe West Condominium, as originally recorded at Official Records Book 700, page 319, and subsequently amended, and as amended and restated and recorded at Official Records Book 883, Page 863, and as amended and restated and recorded at Official Records Book 1878, Page 1990, and as amended and restated and recorded at Official Records Book 3127, Page 1937, and as amended and restated and recorded at Official Records Book 3290, Page 1718, and as amended and restated and recorded at Official Records Book 3425, Page 1227, and as amended and restated and recorded at Official Records Book 3547, Page 1541, and as amended and restated and recorded at Official Records Book 4162, Page 1282, and as amended and restated and recorded at Official Records Book 4905, Page 788, and as amended and restated and recorded at Official Records Book 5762, Page 1180, and as amended and restated and recorded at Official Records Book 7418, Page 1947, and as amended and restated and recorded at Official Records Book 7784, Page 1523, and as amended and restated and recorded at Official Records Book 8002, Page 1207, and as amended and restated and recorded at Official Records Book 8863, Page 603, and as amended and restated and recorded at Official Records Book 8872, Page 3336, and as amended and restated and recorded at Official Records Book 8946, Page 2924, and as amended and restated and recorded at Official Records Book 9161, Page 2709, and as amended and restated and recorded at Official Records Book 9161, Page 2711 and as further amended from time to time (the Declaration).

1. OFFICE. The office of the Association shall be at 11945 Paradise Pointe Way, New Port Richey, Florida or such other location within Pasco County as may from time to time be determined by the Board of Directors.
2. FISCAL YEAR. The fiscal year of the Association shall be the Calendar year, unless otherwise determined by the Board of Directors.
3. DEFINITIONS. All capitalized terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Declaration.
4. UNIT OWNER MEETINGS
 - 4.1 ANNUAL MEETING. An annual meeting of the Unit Owners shall be held at the office of the Association, or at such other convenient location as may be determined by the Board of Directors, during the month of February of each year

on such date and time as determined by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the Unit Owners.

- 4.2 SPECIAL MEETINGS. Special meetings of the Unit Owners shall be held whenever called by the President, Vice President or by a majority of the Board of Directors, and when requested by written notice from one-third (1/3) of the Association's Voting Members. Special members' meetings to recall a member or members of the Board of Directors, or to consider a substitute budget when the adopted budget results in assessments that exceed 115% of the previous year assessments, may be called by ten (10%) percent of the Voting Members of the Association giving notice of the meeting and stating the purpose of the meeting pursuant to the Florida Condominium Act, as amended from time to time.
- 4.3 NOTICE OF MEMBERS' MEETINGS. Notice of all members meetings shall be mailed by United States Mail, unless waived in writing or otherwise delivered to each Unit Owner at the address of the member as shown on the books of the Association at least 14 days prior to the meeting, provided however, that any Unit Owners' meeting or election at which one or more Directors are to be elected must be noticed as provided for in section 4.4. An officer of the Association shall execute an affidavit of mailing or delivery pursuant to the Florida Condominium Act, as the same may be amended from time to time, which shall be retained in the official records of the Association as proof of such mailing or delivery. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the president or secretary. The notice shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a designated location on the Condominium Property not less than 14 days prior to the date of the meeting. The Board, upon notice to Unit Owners, shall by rule designate a specific location on the condominium property upon which all notices of Unit Owner meetings shall be posted. Notice of specific meetings may be waived before the meeting and attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.4 BOARD OF DIRECTORS ELECTION MEETINGS-NOTICE PROCEDURE.
The regular election shall occur at the annual Unit Owners' meeting.
 - 4.4.1 Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall then mail or deliver a second

notice of the election to all Unit Owners entitled to vote. The second notice shall include a written ballot and may include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, not less than thirty-five (35) days before the election, with the costs of mailing and copying to be borne by the Association. The election of Directors shall occur on the same day as the annual meeting. As to items to be considered at the meeting other than the election of Directors, the notice and agenda shall comply with section 4.3 above.

4.4.2 At the discretion of the Board of Directors, ballots, electronic voting or a voting machine will be available for use by Unit Owners in connection with the election of Directors. The election shall be by ballot cast by the Unit Owner. A Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no Unit Owner shall permit another person to cast his ballot for electing Directors and any such ballots improperly cast shall be deemed invalid.

4.4.3 There is no quorum for the election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of the members of the Board of Directors. Elections shall be decided by a plurality of those votes cast. Write-in candidates are not permitted.

4.4.4 The Board of Directors may appoint a committee to explain the role of the Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled.

4.5 QUORUM. A quorum at Unit Owners' meetings shall consist of thirty percent (30%) of the Voting Members of the Association. Decisions made by a majority of the Voting Members represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions that the Florida Condominium Act or the Declaration, both as amended from time to time, require a different percentage in which case the percentage required in the Florida Condominium Act or the Declaration shall govern.

4.6 VOTING MEMBERS. Each Unit shall have one indivisible vote, which shall be cast by the sole Owner if the Unit is owned by only one individual, or by the Voting Member, designated pursuant to these Bylaws if the Unit is owned by more than one individual or by a legal entity.

4.7 CERTIFICATE DESIGNATING VOTING MEMBER.

4.7.1 If a Unit is owned by more than one individual, the record Owners of the Unit shall designate one of themselves as Voting Member entitled to cast votes for the Unit. The Voting Member shall be named, in a certificate

signed by all of the record Owners of the Unit, which certificate shall be filed with the Secretary of the Association.

- 4.7.2 If a Unit is owned by a legal entity, such legal entity shall designate an individual as Voting Member entitled to cast votes for the Unit on behalf of the legal entity. The Voting Member shall be named in a certificate signed by a person authorized by law to legally bind the legal entity, which certificate shall be filed with the Secretary of the Association.
- 4.7.3 If a certificate is required and is not filed with the Secretary of the Association for a Unit owned by more than one individual or by a legal entity, the Association in its sole discretion may recognize as Voting Member any individual record Owner or any individual having apparent authority to act on behalf of the legal entity. Or, the Association in its sole discretion may determine that the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit.
- 4.7.4 Unless the certificate naming the designated Voting Member shall otherwise provide, such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned
- 4.8 PROXIES. Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Except as specifically otherwise provided by law, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a form adopted and amended from time to time by the Division of Florida Condominiums, Timeshares, and Mobile Homes (the Division) or its successor agency. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matters the Florida Condominium Act, as amended from time to time, requires or permits a vote of the Unit Owners. No proxy, limited or general shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A photographic, facsimile, or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote.
- 4.9 NO QUORUM. If any meeting of Unit Owners cannot be conducted because a

quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.10 ORDER OF BUSINESS. The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

- (a) Call to order by the President;
- (b) At the discretion of the President, appointment by the President of a Chairman of the meeting (who need not be a member or a Director);
- (c) Appointment of inspectors of election;
- (d) Election of Directors (The election shall take place even if there is not a quorum present).
- (e) Calling of the roll, certifying of proxies and absentee ballots, and determination of a quorum; or in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes;
- (h) Reports of Officers;
- (i) Reports of Committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

4.11 ACTION WITHOUT A MEETING. Notwithstanding any provision in these Bylaws to the contrary, to the extent it is lawful to do so, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote(s) of any such member as elsewhere herein set forth) having not less than the minimum number of Voting Members that would be necessary to authorize or take such action at a meeting of such members at which a quorum of such members (or authorized person) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization, notice thereof shall be sent to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also

consent in writing to action taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

5. BOARD OF DIRECTORS

- 5.1 NUMBER, TERM, AND QUALIFICATIONS. The affairs of the Association shall be governed by a Board of Directors composed of five (5) Directors. A Director shall be a Member. Directors shall be elected by the Voting Members of the Association on the date of the annual meeting for a two (2) year term. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. A Board Member may not serve more than eight (8) consecutive years, unless approved by an affirmative vote of Unit Owners representing two-thirds (2/3) of all votes cast in the election, or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. A Director's seat shall become vacant if that Director ceases to be a Unit Owner.
- 5.2 BOARD VACANCIES. Vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in section 5.1; provided that a Director who has been recalled by the Members, if the Members do not choose to fill the vacancy by election, may not be appointed to fill the vacancy created by his or her removal.
- 5.3 ORGANIZATIONAL MEETING. The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting, but in no event shall it be held more than ten (10) days after their election.
- 5.4 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such time and place as may be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone or electronically as provided by Florida law at least 48 hours prior to the day named for such meeting.
- 5.5 SPECIAL MEETINGS. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one third (1/3) or more of the Directors. Not less than 48 hours' notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or electronically as provided by Florida law. The notice shall state the time, place and purpose of the meeting.
- 5.6 WAIVER OF NOTICE. Any Director may waive notice of a meeting before, at

or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

- 5.7 NOTICE TO OWNERS OF BOARD MEETINGS. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of Unit Owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed or approved, shall be mailed, provided electronically or delivered to the Unit Owners and posted conspicuously on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14 day notice shall be by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall by rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted, and shall notify the owners of same.
- 5.8 OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS. Meetings of the Board of Directors and any committee thereof at which a majority of the members of the Board or committee are present shall be open to all Unit Owners, and notice of such meetings shall be given in the same manner as for a Board meeting. The right to attend such meetings includes the right to speak with reference to all designated agenda items provided; however, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements.
- 5.9 BOARD MEETINGS, QUORUM AND VOTING. A quorum at Directors' meetings shall consist of a majority of the Directors. The acts approved by a majority of the total Board membership shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any Board of Directors' meeting there be less than a quorum of the Board present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purpose of creating a quorum. A Board Member's participation in a Board or committee meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communications counts towards a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such Board Members may be heard by the Board or committee members attending in persona as well as by any Unit Owners present at a meeting.

- 5.10 PRESIDING OFFICER. The Presiding Officer, if one be elected, shall preside at all meetings of the Board of Directors and of the Members, and she/he shall have and perform such other duties as from time to time may be assigned to her/him by the Board of Directors. The Presiding Officer need not be a member of the Board.
- 5.11 DIRECTOR COMPENSATION. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.
- 6. POWERS AND DUTIES OF THE BOARD. OF DIRECTORS. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Condominium Act, the common law including administrative decisions, the Declaration, the Articles of Incorporation of Pointe West Condominium Association, Inc., these Bylaws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by Unit Owners when such is specifically required. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:
 - 6.1 TO ADOPT BUDGETS AND MAKE AND COLLECT ASSESSMENTS AGAINST Unit Owners to defray the costs of operating the Condominium.
 - 6.2 TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of the Association's powers and duties.
 - 6.3 TO MAINTAIN, REPAIR, REPLACE, AND OPERATE the Condominium Property.
 - 6.4 TO ENACT RULES AND REGULATIONS concerning the transfer, use, appearance, occupancy of the Units, Common Elements, and Limited Common Elements, subject to any limitations contained in the Declaration.
 - 6.5 TO RECONSTRUCT THE COMMON ELEMENTS IMPROVEMENTS AFTER CASUALTY and further improvement of the property.
 - 6.6 TO APPROVE OR DISAPPROVE PROPOSED SALE, LEASE, AND LEASE RENEWAL TRANSACTIONS in the manner provided by the Declaration, and to charge a fee in an amount predetermined and set by Board resolution, not to exceed the greater of \$100 or the maximum amount permissible by law, in connection with such approval. The Board may require that a prospective tenant place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the Common Elements or Association property.
 - 6.7 TO ENFORCE by all legal means the provisions of the Condominium Governing Documents, and to interpret and ensure compliance with the Condominium Governing Documents.
 - 6.8 TO CONTRACT FOR MANAGEMENT of the Condominium.

- 6.9 TO CARRY INSURANCE for the protection of the Unit Owners and the Association.
- 6.10 TO PAY THE COSTS OF ALL UTILITY SERVICES rendered to Condominium and not billed to owners of individual Units.
- 6.11 TO EMPLOY PERSONNEL, and to pay reasonable compensation and grant them such duties as appropriate for proper administration of the purpose of the Association.
- 6.12 TO SUE AND BE SUED, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES and other instruments by its officers. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.
- 6.13 TO CONTRACT FOR PRODUCTS AND SERVICES. All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services, shall be in writing. As to any such contract that requires payment in the aggregate that exceeds five (5%) percent of the total annual budget of the Association, including reserves, except for contracts with employees of the Association, for attorneys, community association manger, engineer, landscape architect, and for accountants, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid.
- 6.14 TO FINE. The Directors may, pursuant to the Condominium Act, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the condominium governing documents, including the rules and regulations, by owners, occupants, licensees, tenants, and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00 or such maximum amount as permissible by law; and all fine hearings shall be held before a committee (the Fining Committee), which consists of Unit Owners other than Directors as required by law.
 - 6.14.1 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. Said notice shall include:
 - 1. A statement of the date, time and place of the hearing,
 - 2. A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations that have allegedly been violated; and

3. A short and plain statement of the matters asserted by the Association.

6.14.2 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Fining Committee. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial and on appeal.

6.15 TO APPOINT COMMITTEES. The Directors may appoint committees. All committees and committee members shall serve at the pleasure of the Board. All meetings of committees that are appointed to take action on behalf of the Board, or to make recommendations to the Board with regard to the budget, shall be open to Unit Owners. The notice and conduct of such meetings shall be in the same manner as provided in these Bylaws for Board of Directors' meetings.

6.16 FIRE SAFETY COMPLIANCE. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Units with the applicable Fire and Life Safety Code.

6.17 HURRICANE SHUTTERS. The Board of Directors shall adopt hurricane shutter specifications for each building located on the Condominium Property that shall include color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

The Board may, subject to approval of a majority of the Voting Members of the Condominium, install hurricane shutters, or window film architecturally designed to function as hurricane protection, and may maintain, repair or replace such approved hurricane shutters or window film, whether on or within Common Elements, Units or Association Property. However, where laminated glass architecturally designed to function as hurricane protection, which complies with the applicable building code, has been installed, the Board may not also install hurricane shutters. The Board may operate hurricane shutters installed pursuant to this section without permission of the Unit Owners, only where such operation is necessary to preserve and protect the Condominium Property or Association Property.

7. OFFICERS

7.1 EXECUTIVE OFFICERS. The Executive Officers of the Association shall be the

President, a Vice President, a Secretary, a Treasurer and such assistant officers as may be desired, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority of the vote of the Directors at any meeting. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may not at the same time hold the office of President or Vice President and Secretary, or Assistant Secretary.

- 7.2 **PRESIDENT POWERS AND DUTIES.** The President shall be the Chief Executive Officer of the Association. The President shall have general supervision over the affairs of the Association and shall have all the powers and duties which are usually vested in the office of President of a corporation.
- 7.3 **VICE-PRESIDENT POWERS AND DUTIES.** The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. She/he shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 7.4 **SECRETARY POWERS AND DUTIES.** The Secretary may keep the minutes of all proceedings of the Directors and members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of the Association and as may be required by the Directors or the President.
- 7.5 **TREASURER POWERS AND DUTIES.** The Treasurer shall have custody of all property of the Association, except those of the Secretary, including funds, securities and evidence of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer of a corporation.
- 7.6 **OFFICERS' COMPENSATION.** Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.
- 7.7 **INDEMNIFICATION.**
 - 7.7.1 The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director, officer, or committee member of the Association,

against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by her/him in connection with such action, suit or proceeding unless:

- (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnity, that she/he did not act in good faith or in a manner she/he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, that she/he had reasonable cause to believe her/his conduct was unlawful; and
- (b) such court also determines specifically that indemnification should be denied.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which she/he reasonably believed, to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that her/his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

- 7.7.2 To the extent that a Director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.7.1 above, or in defense of any claim, issue or matter therein, the Association shall indemnify her/him against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by her/him in connection therewith.
- 7.7.3 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such an amount unless it shall ultimately be determined that she/he is not entitled to be indemnified by the Association as authorized by this section.
- 7.7.4 The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, officer,

or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

7.7.5 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee or agent of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against her/him and incurred by her/him in any such capacity, or arising out of her/his status as such whether or not the Association would have the power to indemnify her/him against such liability under the provisions of this Article.

7.7.6 Notwithstanding anything to the contrary herein, the provisions of this section may not be amended without the approval in writing of all persons whose interests would be adversely affected by such amendment.

7.8 DELEGATION. To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

8. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Unit Owners, Board of Directors, and committees shall be kept in a businesslike manner and shall be reduced to written form within (30) days of the meeting at which the minutes were taken. Such minutes, plus records of all receipts and expenditures and all other Official Records as defined in the Condominium Act as amended from time to time except those specified therein as not available to Unit Owners shall be available for inspection (which includes the right to copy) by Unit Owners and Board members at all reasonable times provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

9. FISCAL MANAGEMENT. Fiscal management of the Condominium and the Association shall be in accordance with the following provisions:

9.1 BUDGET. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors. The budget shall include all anticipated expenses for operation, maintenance, and administration of the Condominium including insurance, management fees, if any, and which may include expenses of in-house communications and security, bulk cable television, and which shall include reserves pursuant to the Condominium Act, which reserves may later be waived or reduced by the Unit Owners. Cable television expenses shall be assessed against all Unit Owners on an equal per-unit basis so long as this is permitted by Florida law, and in such event shall not be assessed on the basis of percentage ownership in the Common Elements as are other Common Expenses. The Board may submit the question of waiving or reducing reserves to a Unit Owner vote. The reserves may be waived or reduced by majority vote of Voting Members of the Association present, either in person or by limited proxy, at a duly called meeting of the Unit Owners at which a quorum is present. Such waiver may be

retroactive to the beginning of the fiscal year. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote of Voting Members of the Association present, either in person or by limited proxy, at a duly called meeting of the Unit Owners at which a quorum is present or represented. The budget shall contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered, along with the copy of the proposed revisions to the budget, shall be provided to each member as provided in section 9.2 hereof.

- 9.2 MAILING. A copy of the proposed annual budget shall be mailed, delivered to the Unit Owners, or provided electronically as provided by the Florida Condominium Act, as amended from time to time, not less than 14 days prior to the Board of Directors meeting at which the budget will be adopted, together with a notice of the meeting.
- 9.3 ASSESSMENTS. The Unit Owners' pro rata shares of Common Expenses may be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period, and shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an Owner who becomes delinquent in the payment of Common Expenses. Accelerated assessments shall be due and payable on the date a Claim of Lien is filed and may include the amounts due for the remainder of the fiscal year for which the Claim of Lien was filed.
- 9.4 SPECIAL ASSESSMENTS. Assessments and time of payment for Common Expenses that are not provided for and funded in the Budget or an amendment to the Budget may be made by the Board of Directors. Notice of the Board meeting at which such special assessments will be considered shall be posted and mailed or delivered to each Unit Owner as provided in section 5.7 of these Bylaws. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose and purposes, any excess funds will be considered Common Surplus and may, at the discretion of the Board, be either returned to the Unit Owners or applied as a credit toward future assessments.
- 9.5 ASSESSMENT ROLL. The assessments for Common Expenses shall be set forth upon a roll of the Units which shall be available for inspection by Unit Owners at all reasonable times. Such roll shall indicate for each Unit the name and address of the Owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

- 9.6 **LIABILITY FOR ASSESSMENTS AND CHARGES.** A Unit Owner shall be liable for all assessments and charges coming due while the owner of a Unit, and such Owner and Owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. Where an institutional mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall only be liable for such Unit's assessments, charges, or share of the Common Expenses which became due prior to acquisition of title and such other amounts as provided in the Florida Condominium Act, as amended from time to time.
- 9.7 **LIENS FOR ASSESSMENTS.** The Association has a lien on each Unit to secure the payment of assessments, including accelerated assessments, together with all costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals. The lien is effective from and shall relate back to the recording of the original Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the public records of Pasco County pursuant to the Condominium Act, as amended from time to time.
- 9.8 **COLLECTION OF INTEREST AND ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS.** Assessments or charges paid on or before ten days after the due date shall not bear interest, but all sums not paid on or before ten days after the due date shall bear interest at the rate of 18% per annum from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of the amount of each installment of the assessment for which payment is late. All payments upon an account shall be first applied to interest, then the late fees, then to any cost and reasonable attorney's incurred and then to assessments from the earliest payment due date. All interest collected shall be credited to the common expense account.
- 9.9 **COLLECTION SUIT.** The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available pursuant to Florida law, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorney's fees, including appeals. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by the Condominium Act, as amended from time to time.
- 9.10 **ACCOUNTS.** All sums collected from assessments or charges shall be credited to the accounts from which the expenses shall be paid for the respective assessments or charges.

- 9.11 ASSOCIATION DEPOSITORY. The depository of the Association shall be a federally insured bank or banks or state bank with offices in Florida, and other federally insured depositories as shall be designated from time to time by the Directors and in which the Association funds shall be deposited. Withdrawal of funds from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
- 9.12 COMMINGLING OF FUNDS PROHIBITED. All funds shall be maintained separately in the Association's name. Reserve and operating funds shall not be commingled in a single account. No community association manager or business entity required by law to be licensed or registered, and no agent, employee, officer or Director of the Association shall commingle any Association funds with his or her personal funds, or with the funds of any other legal entity, including any other condominium association or community association as defined by Florida law.
- 9.13 FINANCIAL REPORTS. A complete financial report of actual receipts and expenditures of the Association shall be made annually, and shall comply with the Florida Administrative Code, as amended, and with the Florida Condominium Act, as amended. A copy of the report shall be furnished to each member as required by Florida law, as amended.
- 9.14 FIDELITY BONDING. The Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of any such bonding.
- 10. PARLIAMENTARY PROCEDURES. Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Bylaws of the Association or with the laws of the State of Florida.
- 11. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:
 - 11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed Bylaws amendment will be considered.
 - 11.2 PROPOSAL OF AMENDMENTS. An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the Voting Members of the Association.
 - 11.3 APPROVAL OF AMENDMENTS. An amendment to these Bylaws shall be approved by affirmative vote of two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of the Voting Members of the Association present (in person or by proxy) at a duly noticed meeting of the Unit Owners at which a quorum is

present, or by written agreement of two-thirds (2/3) of the Voting Members of the Association without such a meeting. Amendments correcting errors or omissions may be adopted by the Board alone.

- 11.4 EFFECTIVE DATE. An amendment when adopted shall become effective upon being recorded in the Official Records of Pasco County according to law.
- 11.5 AMENDMENT FORMAT. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be stricken through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation shall be inserted immediately preceding the proposed amendment stating, SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER _____ FOR PRESENT TEXT.
12. UNIT OWNER INQUIRIES. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation (the "Division").. If the Board requests advice from the Division, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.
13. MANDATORY ARBITRATION OF DISPUTES. If unresolved, disputes between the Board and Unit Owners as defined in the Condominium Act must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.
14. MISCELLANEOUS.
 - 14.1 CONFLICTS AND ORDER OF PRIORITY. The term "Condominium Governing Documents" as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, the graphic of record shall control. In the

event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic of record shall control. In the event of a conflict between language in any other Condominium Documents, the following order of priorities shall control:

1. Declaration of Condominium
2. Articles of Incorporation
3. Bylaws
4. Rules and Regulations

- 14.2 GENDER. The use of the term "he", "she", "his", "hers", "their", "theirs", and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.
- 14.3 SEVERABILITY. In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.
- 14.4 CAPTIONS. The use of captions herein is for convenience only and shall not govern the meaning of any of the provisions hereof, unless the caption is specifically incorporated into the body of any provision.