



REGENT PLACE

CONDOMINIUM DOCUMENTS

This instrument prepared by and return to:
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SARASOTA COUNTY, FLORIDA
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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
REGENT PLACE
A CONDOMINIUM**



WHEREAS, the original Declaration of Condominium of Regent Place, a Condominium was recorded at Official Records Book 2720, Page 1357, et seq., Public Records of Sarasota County, Florida (Declaration), and

WHEREAS, there have been numerous amendments to the Declaration as reflected by instruments recorded in the public records, and

WHEREAS, a significant package of amendments was recently approved by not less than seventy percent (70%) of the voting interests of the total membership of Regent Place Condominium Association, Inc. at a membership meeting held on March 24, 2003, and

WHEREAS, the entire membership of the Board of Directors voted to approve the amendments at a Board meeting on October 18, 2002, and otherwise voted to integrate all of these provisions into a single instrument.

NOW THEREFORE, Regent Place Condominium Association, Inc. does hereby amend and restate the Declaration of Condominium of Regent Place, a Condominium for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the condominium property and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium property.

ARTICLE 1

Definitions Used in Declaration

- 1.1 **Assessment.** "Assessment" means a share of the funds required for the payment of the common expenses, which, from time to time, is assessed against the Unit Owners.
- 1.2 **Association.** "Association" means Regent Place Condominium Association, Inc., a non-profit Florida corporation, which is responsible for the operation, maintenance and management of the Condominium, and, its successors and assigns.
- 1.3 **Association Property.** "Association Property" means that property, real and personal in which title or ownership is vested in the Association for the use and benefit of its members.
- 1.4 **Board of Administration.** "Board of Administration" means the Board of Directors of the Association who are responsible for the administration and management of the Association.

- 1.5 Board of Directors. "Board of Directors" means the Board of Directors of the Association.
- 1.6 Building. "Building" means the structures on the Condominium Property in which the Units are located, and, where the context requires, the other buildings, if any, located in the Condominium.
- 1.7 Bylaws. "Bylaws" means the Bylaws of the Association existing from time to time.
- 1.8 Common Elements. "Common Elements" means and includes
- (a) all portions of the Condominium Property not included in the Units;
 - (b) easements through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility and other services to Units and the Common Elements;
 - (c) an easement of support in every portion of a Unit which contributes to the support of each Building;
 - (d) the property and installations (other than the property and installations owned by the utility companies providing utility services) required for the furnishing of utilities and other services to more than one Unit or in the Common Elements; and
 - (e) any other parts of the Condominium Property designated as Common Elements in this Declaration or on the Condominium Plat.
- 1.9 Common Expenses. "Common Expenses" means all the expenses properly incurred by the Association for or relating to the Condominium and all expenses for which Unit Owners are liable to the Association and shall include, but are not limited to, the following:
- (a) Costs and expenses of administration of the Condominium and the Association and costs and expenses of maintenance, operation, repair and/or replacement of Association Property and the Common Elements (including the Limited Common Elements, except as otherwise expressly provided in this Declaration), and of all portions of the Units to be maintained by the Association, including but not limited to:
 - (1) Fire, other casualty, flood, liability, workers' compensation, and other insurance as provided herein.
 - (2) Administrative costs and expenses of the Association, including professional fees and expenses.
 - (3) Costs and expenses of water supply, sewage disposal and treatment service to the Common Elements and electricity to service the Common Elements and the Association Property, costs and expenses of water supply and sewage disposal and treatment service to the individual Units, cost and expenses of pest control service to the Common Elements, cost and expense of garbage disposal and trash removal service to the Units and the Common Elements, and the costs and expenses of other utilities which are not metered to the individual Condominium Units.

- (4) Labor, materials and supplies used for or in conjunction with the maintenance, operation, repair and replacement of Association Property and the Common Elements and Limited Common Elements except as otherwise expressly provided herein.
- (5) Costs and expenses of repairing damages to the Condominium Property in excess of insurance coverage.
- (b) Costs and expenses of management of the Condominium, including the following:
 - (1) Salary of a manager, if any, his or her assistants and agents, and related employer taxes and employee benefits, if any,
 - (2) Management fees payable to an outside management company, if any, and
 - (3) Other expenses incurred in the management of the Condominium Property.
- (c) The cost and expense of acquiring, owning, managing, operating, maintaining, repairing and replacing all land, improvements and personal property owned or leased by the Association, and such additional land, improvements and personal property as may be purchased by the Association through action of the Board of Directors.
- (d) All outlays, costs and expenses, if any, incurred by the Association in connection with the purchase, ownership, rental, operation, maintenance, repair, and/or replacement of any Unit acquired by the Association to house a Resident manager for the condominium including without limitation, all down payments and closing costs, debt service, utilities (except for electricity and telephone service to the Unit while occupied by a resident Manager which shall be paid by Resident Manager), taxes, insurance premiums, the share of common expenses allocable to such Unit, and other expenses related thereto.
- (e) All assessments by and payable to, the Longboat Key Association, Inc, and/or the Longboat Key Club Association, Inc., their successors or assigns, pursuant to the Longboat Club Road Restrictions and the Longboat Key Club Restrictions, and all other sums becoming due and payable pursuant to these restrictions.
- (f) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium Property and is carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.
- (g) All other costs and expenses declared Common Expenses by provisions of the Condominium Act, this Declaration or the Bylaws.
- (h) Any valid charge against the Condominium Property as a whole.

The cost and expense of maintaining, repairing, servicing and replacing all heating and air-conditioning equipment serving a particular unit and located either within a Unit or in the mechanical room(s) serving that Unit shall not be a Common Expense but shall be the individual expense of the Owner(s) of the Unit being served by such equipment. However, the cost and expense of maintaining, repairing, servicing and replacing all lines

and conduits running from any such heating and air-conditioning equipment to the Units being served by such equipment shall be a Common Expense.

- 1.10 **Common Surplus.** "Common Surplus" means the amount of all receipts and income of the Association, including, but not limited to assessments, rents, profits and revenues on account of the common Elements, in excess of the amount of the Common Expenses.
- 1.11 **The Commons.** "The Commons" or "The Commons of the Longboat Key Club" means those certain portions of the Longboat Key Club that have been set aside or dedicated by the developer of the Longboat Key Club for the common use of owners and lessees of property in the Longboat Key Club and other authorized users, all as more particularly described in the Longboat Key Club Restrictions.
- 1.12 **Condominium.** "Condominium" means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.
- 1.13 **Condominium Act.** "Condominium Act" means the Florida Condominium Act, as it existed on the date this Declaration was originally recorded in the Public Records of Sarasota County, Florida.
- 1.14 **Condominium Documents.** "Condominium Documents" means this Declaration, the survey and plot plan, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.
- 1.15 **Condominium Parcel.** "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit, and when the context permits, all other appurtenances to the Unit.
- 1.16 **Condominium Plat.** "Condominium Plat" means the survey, plot plans and plat annexed hereto as Exhibit "A" and incorporated herein by this reference.
- 1.17 **Condominium Property.** "Condominium Property" means the Lands and personal property that are subjected to condominium ownership under this Declaration, whether or not contiguous, and all improvements now or hereafter located there on and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 1.18 **Declaration.** "Declaration" or "Declaration of Condominium" means this Declaration, as it may be amended from time to time.
- 1.19 **Definitions.** The terms used in this Declaration shall have the meanings stated in the Condominium Act and as herein provided, unless the context otherwise requires.
- 1.20 **Developer.** "Developer" means Regent Place Group, a Florida general partnership, its designees, successors, substitutes and assigns.
- 1.21 **Exterior of the Unit.** The "Exterior of the Unit" shall mean those portions of the Unit such as the doors, windows or walls that are visible from outside the building or from the areas outside of the Unit but within the Building such as from hallways, corridors, landings and the non-enclosed terrace.
- 1.22 **Guest.** "Guest" means any person (other than the Unit Owner and his or her family) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

- 1.23 Improvements. "Improvements" mean all structures and all portions thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including, but not limited to, each Building.
- 1.24 Institutional Lender or Institutional First Mortgagee. "Institutional Lender or Institutional First Mortgagee" shall mean and be construed to include but not be limited to a bank, savings and loan association, savings bank, insurance company, real estate or mortgage investment trust, agency or quasi-agency of the U.S. Government, the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), any other lender generally recognized as an institutional type lender, including affiliates thereof, and any Unit Owner holding a mortgage on the Condominium or any portion thereof or on a Unit or Units.
- 1.25 Lands. "Land" or "Lands" shall mean the real property owned by the Developer in fee simple (and easements, if any) and submitted to condominium ownership by this Declaration, as amended.
- 1.26 Limited Common Elements. "Limited Common Elements" shall mean those Common Elements, if any, which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units as specified in this Declaration. Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit it or it is otherwise expressly provided.
- 1.27 Longboat Club Road Restrictions. "Longboat Club Road Restrictions" means those certain Covenants Relating to Longboat Club Road dated May 17, 1965, recorded by Arvida Corporation, a Delaware corporation, in Official Records Book 529, Page 716, Public Records of Sarasota County, Florida, and providing, inter alia, for the maintenance, management and improvement of Longboat Club Road and certain adjacent parcels of land and facilities, as amended by Amendment recorded in Official Records Book 838, Pages 32, et seq., and by Amendment recorded in Official Records Book 1287, Page 183, et seq., all of the Public Records of Sarasota County, Florida.
- 1.28 Longboat Key Association, Inc. "Longboat Key Association, Inc." means that non-profit Florida corporation formed by the developer of the Longboat Key Club for the purpose, inter alia, of managing and maintaining Longboat Club Road, the private road providing access to the Condominium and other Parcels in the Longboat Key Club.
- 1.29 Longboat Key Club Association, Inc. "Longboat Key Club Association, Inc.", means that certain non-profit corporation formed by the developer of the Longboat Key Club for the purposes of enforcing the Longboat Key Club Restrictions and for the purpose of operating, maintaining, improving and managing certain portions of the Longboat key Club that are set aside for the common use of all owners, lessees, and other authorized users of properties in the Longboat Key Club known as "The Commons".
- 1.30 Longboat Key Club Restrictions. "Longboat Key Club Restrictions" means that certain Declaration Of Maintenance Covenants And Restrictions On The Commons For The Longboat Key Club filed by the developer of the Longboat Key Club and recorded in O.R. Book 1314, Pages 1834 et seq., Public Records of Sarasota County, Florida.
- 1.31 Member. "Member" or "Member of Association" means and refers to any person, natural, or corporate, who is a Unit Owner.
- 1.32 Occupant. "Occupant(s)" shall mean a person or persons in lawful possession of a Unit including, where the context permits or requires, the Owner or Owners thereof.

- 1.33 Operation. "Operation" or "operation of the Condominium" means and includes the administration, repair, maintenance, replacement and management of the Condominium Property.
- 1.34 Planned Unit Development. "Planned Unit Development" or "PUD" means the planned unit development community known as the Longboat Key Club-Islandside or GPD in which the Condominium is located and which is being developed by a third party not affiliated with the developer of the Condominium.
- 1.35 Private Road or Private Street. "Private Road" or "Private Street" means Longboat Club Road, a private road or street located within the Planned Unit Development and providing access to the Condominium to and from Gulf of Mexico Drive, a public road.
- 1.36 Restrictions. "Restrictions" or "Deed Restrictions" means the Restrictions et forth within Exhibit "B" to that certain Warranty Deed dated June 27, 1979, recorded at Official Records Book 1314, Pages 1895, et seq., and the Restrictions contained within the Deed in Trust dated September 19, 1979, recorded at Official Records Book 1329, Pages 1720 et seq., both of the Public Records of Sarasota County, Florida constituting covenants attaching to and running with the title to the Lands, except as subsequently modified or released in the manner therein provided, held by and for the benefit of the developer of the Planned Unit Development, its successors, grantees and assigns.
- 1.37 Single Family. "Single Family" Residential use shall mean occupancy by a single housekeeping Unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of a Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws.
- 1.38 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.
- 1.39 The Condominium. "The Condominium" or "This Condominium", as herein used from time to time, shall mean the residential condominium submitted to condominium ownership by this Declaration, as amended, and known as Regent Place, a Condominium.
- 1.40 The Project. "The Project" shall mean the condominium project known as Regent Place, a condominium, consists of 36 condominium Units.
- 1.41 Unit. "Unit" means that part of the Condominium Property which is to be subject to exclusive Ownership. When used in a conveyance of a Unit, and elsewhere when the context permits, the word Unit shall include the appurtenances thereto which are elsewhere described herein.
- 1.42 Unit Owner. "Unit Owner" or "Owner of a Unit" means the Owner of a Condominium Parcel.
- 1.43 Utility Services. As used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration, Articles and Bylaws, "utility services" shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, cable TV and garbage, trash, refuse and sewage disposal.

- 1.44 Voting Interest. "Voting Interests" mean the voting rights distributed to and held by the Associations' members pursuant to the Florida Condominium Act and this Declaration.

ARTICLE 2
Purpose of Declaration

- 2.1 The purpose of this Declaration was to submit, and the Developer did submit, (i) the fee simple title to the Lands, identified and described as Phase I as described in Exhibit "A" attached to the original Declaration, and as described in the survey as recorded in Condominium Book 30, Pages 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida (Survey or Condominium Plat), and the Lands identified and described as Phase II by amendment to the Declaration as recorded in Official Records Book 2776, Page 2521, Public Records of Sarasota County, Florida, and per the Survey, (ii) all easements, rights and appurtenances thereto belonging, (iii) all the improvements now and hereafter constructed or erected thereon and (iv) all other property, real, personal or mixed, intended for use in connection therewith (all subject to the easements, encumbrances, restrictions and other matters hereinafter described in this Declaration or in any of the Exhibits hereto) to the Condominium form of ownership and use in the manner provided herein and in the Florida Condominium Act, excluding therefrom, however, all public or quasi-public utility lines, installations and equipment and related easements owned by such utility companies.

ARTICLE 3
Identification of Condominium

- 3.1 Name and Location. The name by which this Condominium is to be identified and known is Regent Place, a Condominium, and it is located at 665 Longboat Club Road, in the Longboat Key Club on Longboat Key, Sarasota County, Florida 34228.
- 3.2 The Lands. The legal description of the Lands submitted to the Condominium form of ownership and use is as described in Section 2.1 of this Declaration.

ARTICLE 4
General Description of Condominium

- 4.1 The Condominium consists of two towers, each with 18 residential condominium units, a swimming pool, spa, and deck area, a clubhouse, a gatehouse, a dune walkover, and the other improvements described and depicted on the Surveys of the Condominium.

ARTICLE 5
Specific Description of Condominium

- 5.1 Survey, Graphic Description of Improvements and Plot Plan. A Survey, as amended, of the Lands in Phase I and Phase II, the improvements in which the Units included are located and other improvements and a plot plan locating the improvements thereon and identifying the Common Elements, Limited Common Elements, and each Condominium Unit and providing approximate representations of their locations and dimensions are set forth in Exhibit "A".
- 5.2 Easements. Each of the following easements are hereby granted, reserved and otherwise created in favor of the Developer, its grantees, successors and assigns, and the Unit Owners and other lawful occupants of Units in this Condominium and their guests and invitees (and in favor of public or private utility companies serving the Condominium, but as to such utility companies only where expressly specified) and are covenants running with the title to the Condominium Property, and notwithstanding any of the other provisions of this Declaration may not be amended or revoked and shall survive

the termination of the Condominium and the exclusion of any of the Lands of the Condominium from the Condominium to the extent reasonably required to enable the companies to provide their respective services.

- (a) **Utilities and Drainage.** Drainage easements and easements for all water, sewer, electrical, telephone, cable TV and other utility lines and mains and drainage ditches, lines and structures, previously, now, or hereafter providing service to the Condominium and/or the Units, the installation, repair, maintenance and replacement thereof and as may subsequently be required for utility services in order to adequately serve the Condominium and/or all Units, provided, however, easements through a Unit shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner. The foregoing utility easements are and shall also be in favor of all utility companies servicing the Condominium to the extent reasonably required to enable the companies to provide their respective services.
- (b) **Pedestrian and Vehicular Traffic.** For pedestrian traffic over, through and across all sidewalks, bicycle paths, boardwalks and decks, beach area, other paths, walks and lanes, as the same may from time to time exist upon the Common Elements, and, for vehicular traffic over, through and across the private streets, roads and drive, and such other portions of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall not give or create in any person the right to drive or park upon any portions of the Condominium Property except those intended to be used for such purposes and reasonably suited therefore. This easement shall also be in favor of police, fire, emergency and service personnel while providing services to the Condominium or the Unit Owners.
- (c) **Encroachments.** If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.
- (d) **Support and Use for Party Walls.** Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements. Where a common or equal party wall serves two (2) or more Units, each Unit so served shall have a non-exclusive easement of use and support of such party wall.
- (e) **Maintenance and Repairs.** An easement and right of the Association or its designees to enter over, through and upon all the Condominium Property for the purpose of maintaining, repairing, and replacing any portions of the Condominium that are the responsibility of the Association.
- (f) **Other Easements.** Other easements, if any, over, upon, through and across the Lands comprising Phase I or Phase II, as more particularly set forth on the Condominium Plats.

5.3 Improvements. The Condominium includes:

- (a) Phase I. The Buildings, the 18 Units, and other improvements, facilities and amenities-as shown on the Condominium Plat.
- (b) Phase II. The 18 Units, the building and other improvements, facilities and amenities shown on the Condominium Plat.
- (c) Outside Parking Spaces and Ground Level Parking Spaces. The Developer assigned the exclusive use of two of the parking spaces identified below to each of the respective Units. The parking spaces are identified in the Condominium Plat attached to this Declaration as Exhibit "A". The parking spaces that are so assigned shall be a Limited Common Element appurtenant to such Unit and shall be for the exclusive use of such Unit as set forth in Article 5.5(a) below. The parking spaces assigned to Units 1PH-A and 1PH-B, and Units 2PH-A and 2PH-B, shall have separate garage doors which will operate by remote control. Two other parking spaces under each of the Towers shall also have separate garage doors, which will operate by remote control. All other parking spaces located under each Tower shall be accessed through a gate which will be operated by remote control. The parking spaces located under the Clubhouse shall have separate garage doors, which will operate by remote control. The remaining assigned outside covered parking spaces shall have remote control operated double garage doors, which will be shared between the adjacent covered parking spaces. The garages and covered parking spaces are intended for the primary purpose of parking motor vehicles. No garage or covered parking space shall be permanently enclosed or converted to any other use without the prior written approval of the Board. When ingress and egress to the garage is not required, the garage doors shall remain closed, except to permit ventilation when the garage is in use by the Owner or other resident. Repair of motor vehicles is permitted only inside the garages.

The following parking spaces shall be assigned to the identified unit:

	<u>Unit</u>	<u>Spaces</u>	<u>Unit</u>	<u>Spaces</u>	<u>Unit</u>	<u>Spaces</u>
Phase I:	12A	26 & 27	12B	38 & 14	13A	39 & 19
	13B	37 & 16	14A	41 & 17	14B	42 & 18
	15A	40 & 15	15B	35 & 20	16A	31 & 21
	16B	32 & 22	17A	30 & 66	17B	33 & 64
	18A	29 & 70	18B	34 & 13	19A	23 & 72
	19B	36 & 71	1PHA	24 & 25	1PHB	28 & 68
Phase II:	22A	59 & 11	22B	58 & 12	23A	60 & 9
	23B	57 & 10	24A	61 & 7	24B	56 & 8
	25A	62 & 5	25 B	55 & 6	26A	51 & 3
	26B	52 & 4	27A	50 & 67	27B	53 & 65
	28A	1 & 2	28B	54 & 63	29A	48 & 69
	29B	43 & 49	2PHA	46 & 47	2PHB	44 & 45

5.4 Common Elements. The Common Elements of the Condominium include the Land and all other parts of the Condominium that are not part of or included within the Units. The Common Elements include all portions of the buildings (except the Units), all non-enclosed terrace areas within the buildings, all guest and visitor parking areas, all drives, all pedestrian paths, the outdoor swimming pool and spa pool and deck area, the Clubhouse, the landscaped entrance and guardhouse, the beach area and dune

walkover, the Project's drainage facilities and such other improvements, facilities and area as shown on the Condominium Plat.

Some of the Common Elements, however, are designated Limited Common Elements and will be reserved for the exclusive use of a certain Unit or Units, as described in Section 5.5.

The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements, except the Limited Common Elements, except as provided in Sections 5.3, 5.4, 5.5, and 10, except as otherwise expressly provided herein, and except as they may be restricted by the reasonable and uniform rules and regulations duly adopted by the Association's Board of Directors, which usage and enjoyment shall always be in recognition of the mutual rights and responsibilities of all of the Unit Owners.

5.5 Limited Common Elements. The Limited Common Elements (L.C.E.) of the Condominium are as follows:

- (a) **Certain Parking Spaces.** The Developer has assigned within the Declaration the exclusive use of certain parking spaces in the Condominium to each of the Units in the Condominium. The parking spaces so assigned (i.e., the exclusive use thereof) shall be a Limited Common Element appurtenant to the Unit to which it has been assigned and shall be for the exclusive use of such Unit and its occupants from time to time. A sale, transfer or encumbrance of the Unit to which parking spaces have been assigned shall automatically, without specifically mentioning such spaces and with the execution or recording of any further instruments, transfer or encumber such parking spaces. The exclusive right to use such assigned spaces may not be separately conveyed, transferred, assigned or encumbered except that limited common element parking spaces may be exchanged among Unit Owners at the Condominium by written assignments recorded in the Public Records of Sarasota County, Florida, provided however, all assignments of parking spaces among Unit Owners must be first approved in writing by the Association, which approval may not be unreasonably withheld, and in no event may a Unit have only one assigned parking space, or more than two assigned parking spaces, it being the intent of this provision to only permit the simultaneous exchange of one assigned parking space for another assigned parking space thereby requiring that all Units have two limited common element assigned parking spaces as appurtenances thereto. Garage doors serving individual parking spaces shall be Limited Common Elements appurtenant to the Units to which they are assigned, and the parking garage gate in a Tower shall be a Limited Common Element appurtenant to all Units within such Tower.

Subject to the foregoing, the Association may promulgate reasonable rules and regulations governing the use of all parking spaces.

- (b) **Certain Terraces and Planters.** Except as provided herein, those terraces and the permanent planters that may be adjacent thereto that are designated on the Condominium Plat as Limited Common Elements and not included as part of a Unit, are Limited Common Elements of and appurtenant to the Unit having direct and exclusive access thereto. However, the Terrace on the second level of the Tower located over the Porte Cochere as shown on the Condominium Plat attached as Exhibit "A" to this Declaration shall be a Limited Common Element of all Units located within the Tower in which such terrace is located. The Terraces located between the stairways on all other levels of the Tower shall be a Limited Common Element of the Units located on such level in the Tower.

- (c) Stairways and Elevators. All stairways in each Tower shall be Limited Common Elements of all Units in such Tower. The elevators in each Tower designated as "Unit A Private Elevator" shall be a Limited Common Element of "A" Units located in the Tower, and the "Unit B Private Elevator" shall be a Limited Common Element of "B" Units located in the Tower. The elevator in each Tower designated as "Guest/Service Elevator" shall be a Limited Common Element of all Units located in the Tower. The stairways on the exterior of each building from the second floor Units to the ground level shall be Limited Common Elements of the respective Unit served by such stairway.
 - (d) Corridors, Lobbies, Storage and Trash Rooms. The corridors, elevator lobbies and trash rooms which are located on each floor of the Towers, but outside of each Unit, shall be Limited Common Elements of the Units which are located on such floor, except that the elevator lobby and corridor leading to the second level Terrace located over the Porte Cochere shall be a Limited Common Element appurtenant to all Units in such Tower. Corridors, lobbies, bicycle areas and trash rooms located on the ground level of each Tower shall be Limited Common Elements appurtenant to all Units within such Tower. The storage rooms designated as "Unit A Stor." on each floor of the Towers shall be a Limited Common Element of the "A" Unit located on such floor, and the "Unit B Stor." shall be a Limited Common Element of "B" Units located on such floor. The storage arm within the Porte Cochere of a Tower shall be Limited Common Elements appurtenant to all Units within such Tower.
- 5.6 Right of Unit Owners to Reserve the Use and Occupancy of Portions of Common Elements and Association Property. Notwithstanding anything herein contained or implied to the Contrary, the Association shall have the right to grant the temporary exclusive use and occupancy of certain Parts of the Common Elements and/or Association Property to a particular Unit Owner or Unit Owner's tenant and his/her/its guests to the exclusion of the other Unit Owners, tenants and their guests for a limited period of time as follows:
- (a) The only portions of the Common Elements and Association Property subject to the provisions of this Article 5. 6) are:
 - (1) the recreation room and kitchen within the Clubhouse
 - (2) assigned area of the swimming pool, deck area, and beach area
 - (3) the unassigned Parking Spaces
 - (4) the Association Property normally located in such rooms and facilities and areas
 - (b) These facilities and property, subject to availability, may be reserved on a "first come-first served" basis by Unit Owners and tenants of Unit Owners subject to the following:
 - (1) The use of the facilities must be solely by the Unit Owner or the Unit Owner's tenant and their invited guests. No guests of a Unit Owner or of a Unit Owner's tenant may use such facilities unless the Unit Owner or tenant is present.
 - (2) The use and occupancy of these facilities shall be in accordance with and subject to the size limitations and fire safety capacity limitations of each such room or facility and all applicable Federal, State, and local

laws, ordinances, rules, regulations and codes and the rules and regulations of the Condominium.

- (3) The use and occupancy of these facilities shall be subject to the Unit Owner(s) or Unit Owner's tenant, as the case may be, signing in advance a Reservation Agreement with the Association in a form and with such terms and conditions as the Board of Administration of the Association shall from time to time determine.
- (4) The use and occupancy of the facilities may be subject to and conditioned upon the payment by the Unit Owner or the Unit Owner's tenant, as the case may be, of such "use fees", "security deposits" and/or "cleanup fees" in such amounts as the Board of Administration of the Association may determine from time to time, and as to the facilities described above the repair and/or replacement of all damage or destruction to the facilities or property by such Unit Owner or Tenant.

ARTICLE 6 The Units

- 6.1 The Units. The Units of the Condominium are more particularly described and the rights and obligations of their owners and occupants are established by this Declaration and all Exhibits annexed hereto.
- 6.2 Unit Identification and Location. The eighteen (18) Units within Phase I in this Condominium and the eighteen (18) Units within Phase II in this Condominium are designated and identified by a Unit number designation that describes both the location and unit type of the respective Units, as follows: the first digit is the Tower number in which the Unit is located; the second digit is the floor on which The Unit is located; and the "A" or "B" describe the Unit floor plan type.
- 6.3 Definitions of Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:
 - (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
 - (2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
 - (3) Interior Divisions. No part of the nonstructural interior walls or partitions shall be considered a boundary of the Unit.
 - (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
 - (c) Apertures. When there are apertures in any boundary, including but not limited to, windows, doors, skylights and conversation pits, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including

all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, shall be included in the boundaries of the unit.

- (d) **Exceptions.** In cases not specifically covered above, and/or in any case of conflict or ambiguity, the Survey of the Units set forth as part of the Condominium Plat shall control in determining the boundaries of a Unit, except the provisions of Section (c) above shall control unless otherwise specifically reflected to the contrary on such Survey.

6.4 **Appurtenances to Units.** The owner of each Unit shall own a share in and have a certain interest in the Condominium Property, which share and interest are appurtenant to the Unit, including, but not limited to, the following item that are appurtenant to the Units as indicated:

- (a) **Common Elements and Common Surplus.** An undivided equal share in the Land and other Common Elements of the Condominium and in the Common Surplus, which are appurtenant to each Unit are set forth within Article 6.6 hereinbelow.
- (b) **Association Membership.** The membership of each Unit Owner in the Association, with the full voting rights appertaining thereto, and the interest of each Unit Owner in the funds and assets held by the Association.
- (c) **Parking Spaces.** The exclusive use of the parking spaces assigned to the Unit in this Declaration.
- (d) **Easement for Air Space.** An exclusive easement for the use of the air space occupied by the Unit, as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space, which is vacated, shall be terminated automatically.

6.5 **Liability for Common Expenses.** Each Unit shall be liable for an equal share of the Common Expenses and Assessments of this Condominium.

6.6 **Ownership of Common Elements and Common Surplus.** Each Unit in this Condominium will own an equal share in the Common Elements and Common Surplus of this Condominium.

ARTICLE 7 Use and Occupancy Restrictions

7.1 **Use and Occupancy Restrictions.** In order to provide for the congenial and harmonious use and occupancy of the Condominium Property and to protect the value of the Units, the use and occupancy of the Condominium Property and each Unit shall be in accordance with the provisions hereinafter set forth.

7.2 **Occupancy and Use of Units.** Each of the Units shall be used and occupied as a Single Family residence only, except as may be otherwise herein expressly provided. Under no circumstances may more than one family reside in a Unit at one time. No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

- (a) The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents, and applicable law.

- (b) Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations in Longboat Key and Sarasota County, and the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.
- 7.3 Corporations, Partnerships and Other Entities. The sale transfer or lease of a Unit to a corporation, partnership, trust or other entity shall be conditioned upon (a) the prior designation by the purchaser, transferee or tenant as the case may be of the one single family or individual that will use the Unit as a single family residence, and (b) the prior approval by the Board of Administration of the designated single family or individual. No transient or general tourism type use of a Unit by a corporation, partnership trust, or other entity shall be permitted. The single family or individual designated as the user and occupant of the Unit owned by a corporation, partnership, trust or other entity shall not be changed more than twice during any one calendar year except in connection with the approved sale, transfer or lease of the Unit. Use of a Unit owned by a corporation, partnership, business, trust or other entity by others than the designated and approved single family or individual shall be subject to the same restrictions and limitations contained in the Declaration and/or the Rules and Regulations of the Association on the leasing of Units that are applicable to the other Units.
- 7.4 Subdivision of Units Prohibited. No Unit may be divided or subdivided for purposes of sale, transfer, or lease.
- 7.5 Restrictions on Overnight Occupants. No Unit shall be occupied overnight by more than eight (8) persons
- 7.6 Prohibitions. No owner, tenant or other occupant of a Unit shall:
 - (a) Paint or otherwise change the appearance of the exterior of the Unit or the Building or of any exterior wall, door, window, screen, patio, balcony, terrace, or any other exterior surface; place any sunscreen, blinds or awning on any terrace or exterior surface or opening without prior written approval of the Board; place any draperies, blinds or curtains at or over the windows or doors of any Unit without a solid, light color exterior liner acceptable to the Board; tint, color or otherwise treat or apply anything to any window or door which will adversely or materially change or affect the uniform exterior appearance of the Building in the opinion of the Board; plant, place or maintain any plant or landscaping outside of a Unit except upon prior written approval of the Board; erect or install any exterior lights or signs; place any signs or symbols in or on windows or doors; erect, place or attach any structures or fixtures within or to the Common Elements; nor any of the foregoing without the prior written consent of the Board.
 - (b) Make any structural alterations to any Unit or to the Common Elements provided, however, this shall not prevent the erection, removal or modification of non-support carrying interior partitions wholly within the Unit; nor fasten any fixtures or objects to walls, floors or ceilings that would damage any structural portions of the Common Elements or utilities or electrical lines or heating or air conditioning ducts or mains;
 - (c) Fail to conform to and abide by the Declaration and Bylaws and the uniform Rules and Regulations in regard to the use of the Units, the Association Property

and the Common Elements which may be adopted from time to time by the Board, or fail to allow the Association to enter the Unit at any reasonable time, when necessary for maintenance, repair, or replacement of Common Elements or emergency repairs necessary to prevent damage to Common Elements or another unit(s).

- (d) Erect, construct or maintain any wires, garbage or refuse receptacles or other equipment or structures on the exterior of the Building or the Unit on or in any of the Common Elements, except with the prior written consent of the Board,
- (e) Obstruct ingress or egress to the other Units or the Common Elements.
- (f) Hang or display any laundry, garments or other unsightly items or objects which are visible outside of the Unit, or allow anything to remain in the common areas which would be unsightly or hazardous.
- (g) No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed within a Unit or Limited Common Element reserved to the exclusive use of an owner subject to compliance with the following requirements:

A. Permitted antennas include (collectively hereinafter referred to as "antennas"):

1. Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

2. Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

B. Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board of Directors may promulgate rules and policies on suitable locations for each unit and its appurtenances, and the method of attachment to the building to protect the structural and weatherproofing integrity of the building.

C. Safety Requirements. To safeguard the safety of the unit owner, occupants of the unit in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

D. Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance or use; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Unit

owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

E. The installation and use of an antennae, or the nonuse of cable television service provided by the Association, shall not excuse an owner from the obligation to pay a pro rate share of the expense of a bulk cable television contract if part of the Common Expenses of the Association.

- (h) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit, the Association Property and the Common Elements shall at all times be kept in a clean safe and sanitary condition.
- (i) Make use of the Common Elements and/or Association Property in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment, except as otherwise expressly provided herein and except for the Limited Common Elements as herein provided.
- (j) Subject a Unit to a partition action in any court and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.
- (k) Park, maintain or keep commercial vehicles, trucks (except for non-commercial trucks of less than 3/4 tons), motorcycles, campers, trailers, mobile homes, motor homes, recreational vehicle, and similar vehicles in any parking area or elsewhere in the Condominium, except service vehicles during the time their occupants are actually serving a Unit or the Common Elements; provided however, that this shall not prevent the maintenance and parking of such vehicles as may be essential and necessary to transport handicapped persons such as their wheelchairs or other similar devices.
- (l) Use any garage, terrace, landing or stairway or the Common Elements for outdoor cooking of any nature, except those areas, if any, designated by the Board for such purposes.
- (m) Permit the installation of any objects or flooring in a Unit the weight of which (together with any padding or insulating materials), would exceed the approved load limit for the area involved.
- (n) Except for Association approved hurricane shutters, install, or permit the installation of storm or other shutters, awnings, shades or coverings over exterior windows, glass doors or other exterior surfaces without the prior written approval of the Board of Directors as to type, color and installation.

7.7 Pets Restricted. No Unit Owner may keep or maintain any pets or animals in a Unit, the Association Property or on the Common Elements without the prior written consent of the Board. No tenants, guests or invitees of a Unit Owner shall be permitted to bring pets or animals of any kind on the Condominium Property. Consent to keep a pet shall expire when the pet dies or is no longer kept by the Unit Owner. The Board, subject to the foregoing and to rules and regulations adopted by the Board concerning the care, maintenance and conduct thereof; may permit a Unit Owner to keep no more than two pets (small dog and/or cat) which when fully grown can be carried comfortably in its Owner's arms in the elevator and other areas of the Building. No pets shall be allowed to

room free upon the Condominium Property or otherwise become a nuisance to the other Unit Owners. If, in the opinion of the Board, a permitted pet has become a nuisance, the Board shall have the right to require the pet to be removed permanently from the Condominium Property upon seven (7) days written notice to the Unit Owner.

- 7.8 Children of Unit Owners Not Prohibited as Residents. Generally there are no restrictions prohibiting children of Unit Owners from residing in this Condominium project.
- 7.9 Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units and their occupants and as otherwise herein provided.
- 7.10 Nuisances. No nuisances as defined by the Association shall be allowed upon the Condominium Property. Nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be allowed.
- 7.11 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property as between the Association and the Unit Owners shall be the same as the responsibility for the maintenance and repair of the property as set forth in Article 8.
- 7.12 Leasing. Leasing or renting a Unit by a Unit Owner is not prohibited but is restricted. No portion of Unit (other than an entire Unit) may be rented or leased. No Unit may be rented or leased for a term of less than sixty (60) days or more than twice in any one calendar year. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. The leasing and renting of Units shall also be subject to the prior written approval of the Board as provided in Article 12 of this Declaration of Condominium. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of tenant or tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or tenant's guests. All leases shall be, as are hereby made, subordinate to any lien filed by the Association, whether prior to or subsequent to such term.

The Board of Directors of the Association may, by rule and regulation, restrict and limit the lending of Units by the Unit Owners.

During the period of time that a Unit is leased to others, the Unit Owner and the Unit Owner's family or guests shall not have the right to use or occupy the Association Property or Common Elements of the Condominium except as a guest in the presence of the tenant or occupant of the Unit.

- 7.13 Covenants and Restrictions of Planned Unit Development. This Condominium is part of a larger development known as "The Longboat Key Club" that is being developed as a planned Unit development community in accordance with an Outline Development Plan approved by the Town of Longboat Key, Florida, and in accordance with the Town's ordinances, as such may be modified from time to time.

- (a) Longboat Club Road Restrictions and Longboat Key Association, Inc. The main access road within the Planned Unit Development in which the Condominium is located is a private road known as Longboat Club Road. The Unit Owners in the Condominium and others have been granted non-exclusive easements by the developer of the Planned Unit Development that entitle them to use this road for ingress and egress.

In 1965, the developer of the Planned Unit Development caused certain restrictions known as the Longboat Club Road Restrictions to be filed and recorded and subjected certain properties served by Longboat Club Road, including the property on which the Condominium will be built, to these restrictions. The restrictions have been and may subsequently be amended from time to time. The purpose of the Longboat Club Road Restrictions was and is to provide for the maintenance, replacement and improvement of Longboat Club Road and certain ancillary facilities and to obligate the owners of the property served by the road and facilities to pay for the cost and expense of such maintenance, replacement and improvement.

At about the same time, the developer of the Planned Unit Development also caused a non-profit Florida corporation known as Longboat Key Association, Inc., to be formed for the purpose of enforcing the Longboat Club Road Restrictions and managing, maintaining, and-improving, Longboat Club Road and the ancillary facilities.

Under the terms of the Longboat Club Road Restrictions, various parcels served by Longboat Club Road are subject to an annual maintenance assessment by Longboat Key Association, Inc., to defray the annual cost of maintaining and improving the road and various ancillary facilities. The annual maintenance assessment by Longboat Key Association, Inc., that is allocable to the real property on which the Condominium is or will be constructed will be part of the Common Expenses of the Condominium and if not paid will result in the imposition of a lien by Longboat Key Association, Inc. on the Units.

Each Unit Owner automatically becomes a member of Longboat Key Association, Inc., upon acquiring title to a Unit and must remain a member so long as the Unit Owner continues to own the Unit.

If a unit owner fails or refuses to pay the Unit Owner's share of the annual maintenance assessment by Longboat Key Association, Inc, both Longboat Key Association, Inc. and the Condominium Association can impose and foreclose a lien against the Unit(s) owned by such delinquent Owner(s).

- (b) Longboat Key Club Restrictions and Longboat Key Club Association, Inc. The developer of the PUD, from time to time, may also cause certain portions of the PUD to be set aside for the use and enjoyment of owners and lessees of property within the PUD and other authorized users. In 1979 the developer of the PUD caused the Longboat Key Club Restrictions to be filed and recorded and subjected certain properties, including the property on which the Condominium is built, to the Longboat Key Club Restrictions. The restrictions have been or may be amended from time to time.

The Longboat Key Club Restrictions define the areas set aside by the developer or such common use and enjoyment as "The Commons". The Commons, by way of illustration, may include pedestrian sidewalks and walkways; bicycle paths and other paths; lighting for streets and pathways; drainage retention ponds and lakes and common open space. The Longboat Key Club Restrictions also place

certain restrictions and limitations upon the development, subdividing, occupancy, use, transfer or conveyance of various parcels located in the PUD, including the Project site, and provide for the maintenance and improvement of The Commons.

At or about the same time that the Longboat Key Club Restrictions were recorded, the developer of the PUD caused a non-profit Florida corporation, known as the Longboat Key Club Association, Inc, to be formed for the purpose, inter alia, of enforcing the Longboat Key Club Restrictions and managing, maintaining, replacing and improving The Commons.

Under the terms of the Longboat Key Club Restrictions, the Condominium and other parcels with in the PUD that are subject to the Longboat Key Club Restrictions, are obligated to pay an annual maintenance assessment to defray the various costs, expenses, reserves and outlays of the Longboat Key Club Association, Inc, including the costs and expenses of managing, operating, maintaining, replacing and improving the Commons. If the annual maintenance assessment of the Longboat Key Club Association, Inc, against a parcel of property is not paid when due, the Longboat Key Club Association, Inc., has the right to impose a lien against the delinquent property. The annual maintenance assessment by the Longboat Key Club Association, Inc., is part of the Common Expenses of the Condominium

Each of the Unit Owners in this Condominium automatically becomes a member of the Longboat Key Club Association, Inc., upon acquiring title to a Unit and must remain a member so long as the Unit Owner continues to own a Unit. If a Unit Owner in this Condominium shall fail or refuse to pay the Unit Owners share of the annual maintenance assessment by the Longboat Key Club Association, Inc., that is included as part of the Common Expenses of the Condominium, both the Longboat Key Club Association, Inc, and the Association can impose on and foreclose a lien against the Unit(s) owned by such delinquent Unit Owner(s).

- (c) Deed Restrictions. Certain covenants and restrictions upon the use, occupancy and development of the parcel upon which the Condominium will be built are described as follows (the "Deed Restrictions"):
- (1) Restrictions contained in Deed in Trust recorded in Official Records Book 1329, Page 1720 of the Public Records of Sarasota County, Florida;
 - (2) Restrictions contained In Warranty Deed recorded in Official Records Book 1314, Page 1895 of the Public Records of Sarasota County, Florida.
- (d) Duty of Each Unit Owner to Review and Become Familiar With All of the Terms, Conditions, Restrictions, Easements, Covenants, Limitations, Duties and Provisions of the Longboat Club Road Restrictions, Duties and Provisions of the Longboat Key Club Restrictions, Deed Restrictions, Governmental Restrictions, and other Easements, Covenants, Restrictions and Agreements, and the Articles of Incorporation and Bylaws of The Longboat Key Club Association, Inc., and of the Longboat Key Association, Inc. and of the Longboat Key Association, Inc. Each prospective Purchaser of a Unit in this Condominium and each Unit Owner shall review and understand all of the terms, conditions, restrictions, easements, covenants, limitations, duties, and provisions of the Longboat Club Road Restrictions, the Longboat Key Club Restrictions, the Deed Restrictions, Governmental Restrictions, and other Easements, Covenants, Restrictions and Agreements, and the Articles of Incorporation and Bylaws of the Longboat Key

Association, Inc., and of the Longboat Key Club Association, Inc., and their respective rights, obligations and duties thereunder prior to purchasing/acquiring a Unit in this Condominium. Each Unit Owner agrees to abide by and comply with all of the terms, provisions, conditions, obligations, limitations and restrictions contained therein

- 7.14 Other Covenants, Restrictions and Agreements. The Association has assumed the obligations and liabilities of the Developer under the following covenants, restrictions and agreements all of which have been or will be recorded in the Public Records of Sarasota County, Florida; Declaration of Restrictions and Covenants for Gulf Front Properties of Arvida Corporation, Jerome Ansel and Lou Flanzer located on Longboat Key, Sarasota County, Florida, dated August 4, 1978, recorded in Official Records Book 1254, Page 1828 as amended in Official Records Book 2086, Page 2374, all of the Public Records of Sarasota County, Florida. The title to each Unit has been conveyed by the Developer subject to these instruments and to all Easements and agreements of record and to miscellaneous restrictions imposed by all State and local governmental authorities on the development of the parcel upon which the Condominium will be built (the "Governmental Restrictions").
- 7.15 Association Membership. In order to establish, protect, and preserve the quality of this Condominium, each Unit Owner in this Condominium shall be required to become a member of Regent Place Condominium Association, Inc., and to maintain such membership in good standing. Membership of each and every Unit Owner in this Condominium in the Longboat Key Association, Inc. and in the Longboat Key Club Association, Inc., is also stated and recognized to be a necessary and essential part of the orderly development of the PUD. Therefore, all Unit Owners in this Condominium shall also be required to become members of the Longboat Key Association, Inc., and of the Longboat Key Club Association, Inc., and to maintain such membership in good standing.
- 7.16 Country Club Facilities Not Owned or Controlled by the Associations. The country club and related recreational facilities located in the PUD and the land on which they are located will not be owned or controlled by the Condominium Association, but will remain the private property of the developer of the PUD, its successors, grantees, or assigns. There can be no assurance given that the country club and related recreational facilities will be made available to or for the use of the Unit Owners. The use of the country club and related recreational facilities will be restricted to members only and there is no guarantee that Unit Owners in the Condominium will or may become members of the club or that the country club and related recreational facilities are or will be adequate for all the members of the club. Membership in the club and the right of use of the country club and related recreational facilities are limited, may be made available to non-residents, are not guaranteed or required, and may be terminated at any time. Membership in the club, if available to Unit Owners, will require the payment of substantial membership or initiation fees or the purchase of equity memberships and the payment of substantial dues and charges thereafter.
- 7.17 Rules and Regulations. Uniform Rules and Regulations concerning the use of the Units, the Association Property, and the Condominium Property, including the Project's recreational facilities, may be made and amended from time to time by the Association, in the manner provided in the Bylaws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners, occupants and Institutional Leaders on request.
- 7.18 Except as set forth below, only family-type non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked at the Condominium. Permitted vehicles shall be limited to those

vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, mini-vans and vans equipped with windows all round the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, and sport utility vehicles (excluding sport utility vehicles with an open bed which are classified below as pick-up trucks).

- (a) All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, or exposed equipment or materials); trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, cargo vans, and pick-up trucks. For purposes hereof, pick-up trucks shall include any sport utility vehicle that has an open bed); boats; campers; motorcycles, scooters or mopeds; recreational vehicles (vehicles having either kitchen or bathroom facilities); trailers; motor homes; mobile homes; any and all other vehicles other than the aforescribed, shall be prohibited.
- (b) Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked at the Condominium during the time they are actually servicing a Unit, but in no event overnight; (ii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Condominium when they are being actively loaded or unloaded; and (iii) any of the prohibited vehicles may be parked or stored in a garage provided the garage door is kept closed at all times except when the garage is being actively used.
- (c) The Board of Directors of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board of Directors shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such position. All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted except in an enclosed garage.
- (d) Oil or fluid leaks are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the Unit from which the offending motor vehicle originated.
- (e) No motor vehicle, trailer, boat or any other property of any nature whatsoever that is regulated by this Section 7.18 may be parked or stored on a lawn or unpaved area.

ARTICLE 8

Maintenance, Repair, Replacement; Additions, Alterations, and Improvements

- 8.1 Maintenance, Repair, Replacement, Additions, Alterations and Improvements. The responsibility for the maintenance, repair and replacement of the Condominium Property and restrictions upon additions, alterations and improvements thereto shall be as hereinafter provided.

- 8.2 Maintenance, Repair and Replacement By The Association. The Association shall maintain, repair and replace, as part of at the Association's Common Expenses:
- (a) All portions of a Unit (except interior surfaces and coverings) contributing to the support of the Building in which the Unit is located, which portions shall include, but not be limited to, exterior walls and interior demising or party walls of the building, roofs, structural components, floor and ceiling joists and slabs, load-bearing columns and load-bearing walls, and the shafts of all elevators;
 - (b) All conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit to be maintained by the Association, and all such conduits, ducts, plumbing, pipes, wiring and other facilities contained within a Unit that service part or parts of the Condominium other than or in addition to the Unit within which they are contained. The responsibilities hereunder include an obligation to maintain, repair, and replace the electrical wiring up to the circuit breaker panel in each Unit, the water pipes up to but not including the main shut off valve in the Unit, sewer lines up to the point the pipes and lines enter the Unit through Common Elements, and the cable television lines up to the main service panel within the Unit. The responsibilities hereunder also include an obligation to maintain, repair, and replace the sprinkler lines within the Unit and Common Elements but not the sprinkler heads within the Unit;
 - (c) All air-conditioning and heating equipment providing service to the Common Elements, and the master cooling tower and appurtenant facilities and equipment, including the lines from the air handlers on the roof from the point the lines enter the building to the point the lines enter the Unit, but not the heating and air-conditioning equipment serving only a particular Unit including the condensate drain line up to the point it connects with the main condensate drain lines, which individual heating and air conditioning equipment shall be maintained, repaired, and replaced by the Unit Owner;
 - (d) All the elevators and elevator equipment and machinery;
 - (e) Periodic painting and cleaning (but not the maintenance, repair or replacement, or the painting or cleaning of interior surfaces) of the exterior surfaces of entry doors and garage doors, and the maintenance, repair and replacement of other exterior surfaces, including, windows and window framing, skylights, and fixed glass portions of the door assembly, but excluding the maintenance, repair and replacement of sliding glass doors, sliding glass door tracks, hardware and assemblies thereof, which shall be the responsibility of the Unit Owner;
 - (f) All of the Common Elements and Limited Common Elements except those that are the responsibility of the Unit Owners;
 - (g) Exterior railings; exterior light fixtures, and the tile in Common Elements.
 - (h) All incidental damage caused to a Unit by work performed on behalf of the Association shall be repaired by the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the Unit, Common Elements or Limited Common Elements made by a Unit Owner or his predecessor in title;
 - (i) All grounds, landscaping, and recreational facilities and amenities throughout the Condominium, including planter boxes.

- (j) The Association shall monitor the security and fire alarm systems and will periodically inspect the fire alarm systems, but necessary repairs or replacements within the Unit shall be the responsibility of the Unit Owner and shall be mandated by the Association.

The Association is not strictly liable for damages to Units or property within a Unit. The Association shall be liable for damages only in the event the Association negligently performed or negligently omitted to perform maintenance required under the Declaration of Condominium, or an agent of the Association tortiously and intentionally caused the damage.

8.3 Maintenance, Repair and Replacement By the Unit Owner. The obligation and responsibility of each Unit Owner for maintenance, repairs and replacement, at the Unit Owners sole cost and expense, shall be as follows:

- (a) To maintain, repair and replace, all portions of the unit and Limited Common Elements (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to: paint, finishes, floor coverings, wall and/or ceiling coverings, wallpaper and decoration of all interior walls, floors and ceilings (but excluding the walls, floors and ceiling of the garages); all built-in shelves, cabinets, counters, storage areas and closets; all refrigerators, stoves, ovens, disposals, dishwashers, trash compactors and other kitchen equipment; all appliances in the unit; heating, air and dryer vents within the Unit; fire and smoke alarms, sprinkler heads, and security devices, all bathroom fixtures, equipment and apparatus, including the shower pan; screens and screen frames, all landscaping and plantings located within the interior of the unit or in pots on the terraces; the cleaning of the interior surfaces of all doors, windows, fixed and sliding glass door surfaces; the painting of interior door surfaces; the maintenance, repair and replacement of all doors and door hardware and locks, (but excluding the garage door, and the garage door opener, garage door track, and remote controls), and the sliding glass door tracks, hardware and assemblies, but excluding the periodic painting and cleaning of the exterior surfaces of entry doors and garage doors, and the maintenance, repair, and replacement of the sliding glass doors and fixed glass portions of the door assembly, which are an Association responsibility; all non-load bearing and non-structural room partitions and dividers; and all furniture, furnishings and personal property contained within the unit. In the event an Owner fails to properly maintain and repair the unit or fulfill obligations under this Article, the Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary and cost thereof shall be recovered from such defaulting Unit Owner. The Association shall be entitled in any action for collection from such Unit Owner to recover the cost of any repairs it shall make plus interest at the highest lawful rate per annum and reasonable attorney fees incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other Unit Owners.
- (b) To maintain, repair and replace all air-conditioning and heating equipment exclusively serving the Unit and located in the Unit or outside the Unit and the conduits and lines from such equipment to the Unit which shall be Limited Common Elements serving that Unit.
- (c) To maintain, repair and replace:
 - (i) as to the terrace or terraces which are limited common elements for the exclusive use of such Unit Owner's Unit, all floor surfaces, including tile,

and all fixed or sliding doors in and other portions of the entranceway(s) of such terrace or terraces, if any; and the wiring, electrical outlet(s) and fixture(s) thereon and all light bulbs therein, if any; and

- (ii) interior of any storage areas or rooms that are designated as Limited Common Elements for a Unit.
- (d) To maintain, repair and replace the circuit breaker panel and all electrical wiring going into the unit from the panel, the main water supply shut off valve for the Unit, door and window hardware and locks, including sliding glass door assemblies and tracks, and other facilities and fixtures, including electrical, mechanical, and plumbing fixtures, switches, valves, drains, and outlets, which are located or contained partially or entirely within a Unit and serve only that Unit.

Each Unit Owner shall promptly report to the Association any defects, damage, or need for repairs which the Association is responsible for that comes to the attention of the Unit Owner. Notwithstanding the maintenance responsibilities of the Association, as provided in Section 8.2 of this Declaration, a Unit Owner shall be responsible for the maintenance, repair, and replacement of property damaged as a result of the intentional act or negligence of the Unit Owner, or the guests, family members, occupants, tenants, invitees or other persons claiming a right to reside in the Unit or be present at the Condominium by or through the Unit Owner.

8.4 Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of five percent (5%) of the Association budget, including reserves, in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements, only, if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests of the members represented in person or by proxy at a duly noticed and convened membership meeting. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate less than five percent (5%) of the Association budget, including reserves, in a calendar year may be made by the Board of Directors of the Association without approval of the Unit Owners. The cost and expense of any such additions alterations, or improvements to the Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. If work reasonably necessary to protect, maintain, repair, or replace the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

8.5 Additions, Alterations or Improvements by Unit Owners. The following restrictions shall apply to additions, alterations and improvements by Unit Owners:

- (a) No Unit Owner shall make any additions, alterations or improvements in or to the Common Elements, or to any Limited Common Element, including, but not limited to, the installation of awnings or shutters in or on terraces and roof areas or the installation of carpeting of other exterior floor surfaces, without the prior written consent of the Board of Directors or, with respect to hurricane shutters only, pursuant to rules and/or regulation adopted by the Board of Directors. No enclosures of terraces or roof areas shall be permitted unless installed by the Developer or unless otherwise provided herein specifically to the contrary.
- (b) No Unit Owner paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of the Building, the Unit or the

Limited Common or Common Elements without the prior written consent of the Board of Directors, except as may be otherwise expressly provided

- (c) The Board shall have the obligation to answer any written request by a Unit Owner for approval of such additions, alterations, or improvements in such Unit Owner's Limited Common Elements within thirty (30) days after such request and all additional information requested by the Board is received and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request, and the failure of the Association to respond, and the implied consent resulting therefrom, shall not authorize any act that is otherwise expressly prohibited by the terms of this Declaration.
- (d) The proposed additions, alterations and improvements by the Unit Owners shall be made in Compliance with all laws, rules, ordinances and regulation of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.
- (e) Once approved by the Board, such approval may not be revoked thereafter.
- (f) A Unit Owner making or causing to be made any such additions, alteration or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, to hold the Association and all other Unit Owners harmless any liability or damage to the Condominium Property and expenses arising therefrom, and such Unit Owner shall be solely responsible for the maintenance repair, replacement and insurance thereof from and after that date of installation or construction thereof as any be required by the Association including but not limited to the costs of removing and replacing or reinstalling such modifications if removal by the Association becomes necessary in order to permit the Association to maintain, repair, replace, or protect other portions of the Condominium Property,
- (g) If the Owner fails to construct the addition, alteration or improvement in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so the Association, upon notice to the Owner, may make such corrections and demand payment from such Owner all the cost of such correction and to seek collection therefrom upon nonpayment.
- (h) The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

ARTICLE 9
Assessments

- 9.1 **Assessments.** The making and collection of assessments against the Unit Owners for the Common Elements shall be pursuant to the Condominium Act, the Bylaws and the provisions hereinafter provided.
- 9.2 **Share of Common Expenses.** Each Unit shall be liable for an equal 1/36th share of the Common Expenses.
- 9.3 **Annual Budget of Common Expenses.** The annual budget of Common Expenses for the Association and the Condominium shall be adopted by the Board of Directors of the Association.