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Our File No: 12954.001

May 15, 2019

Donald Gagnon, President
Hideaway Bay Beach Club
Condominium Association, Inc.
c/o Sunstate Association Management
P.O. Box 18809
Sarasota, Florida 34276

Re: Amended and Restated Governing Documents

Dear Mr. Gagnon:

Enclosed please find the **original** Certificate of Amended and Restated Declaration of Condominium, Articles of Incorporation and Bylaws of Hideaway Bay Beach Club Condominium Association, Inc. Please keep this document with the Association's official records.

Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Ernest W. Sturges, Jr., Esq.
Of Goldman, Tiseo & Sturges, P.A.

EWS/kfg

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Enclosure

PERSONAL INJURY ♦ WRONGFUL DEATH ♦ CRIMINAL DEFENSE ♦ MEDIATION
CIVIL LITIGATION ♦ REAL ESTATE LITIGATION ♦ COMMERCIAL LITIGATION
CONDOMINIUM & COMMUNITY ASSOCIATION LAW ♦ REAL ESTATE LAW ♦ BUSINESS / CORPORATE LAW



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WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954



CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 4436 PAGE 1341 PAGE: 1 OF 61
INSTR # 2708196 Doc Type: CND
Recorded: 5/9/2019 at 4:56 PM
Rec. Fee: RECORDING \$520.00
Cashier By: JUDIH

**CERTIFICATE OF AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
ARTICLES OF INCORPORATION
AND BYLAWS OF
HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment and Restatement of the Declaration of Condominium, Articles of Incorporation and Bylaws of Hideaway Bay Beach Club Condominium Association, Inc. The Declaration of Condominium, Articles of Incorporation and Bylaws of Hideaway Bay Beach Club Condominium Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

| <u>Instrument and Date</u> | <u>O.R. Book/Page(s)</u> |
|---|--------------------------|
| a. Declaration of Condominium of Hideaway Bay Beach Club, a Condominium Recorded: April 29, 1988 | 0972/0725 <i>et seq.</i> |
| b. Articles of Incorporation of Hideaway Bay Beach Club Condominium Association, Inc. Recorded: April 29, 1988 | 0972/0757 <i>et seq.</i> |
| c. Bylaws of Hideaway Bay Beach Club Condominium Association, Inc. Recorded: April 29, 1988 | 0972/0764 <i>et seq.</i> |
| d. First Amendment to Declaration of Condominium of Hideaway Bay Beach Club, a Condominium Recorded: April 26, 1990 | 1098/1855 <i>et seq.</i> |
| e. Second Amendment to Declaration of Condominium of Hideaway Bay Beach Club, a Condominium Recorded: May 26, 1992 | 1218/2179 <i>et seq.</i> |
| f. Third Amendment to Declaration of Condominium of Hideaway Bay Beach Club, a Condominium Recorded: December 4, 1992 | 1250/1318 <i>et seq.</i> |

- g. Fourth Amendment to Declaration of Condominium for
Hideaway Bay Beach Club Condominium
Recorded: December 4, 1992 1250/1322 *et seq.*
- h. Corrective Fourth Amendment to Declaration of
Condominium for Hideaway Bay Beach Club
Condominium
Recorded: December 11, 1992 1251/1778 *et seq.*
- i. Fifth Amendment to Declaration of Condominium for
Hideaway Bay Beach Club Condominium
Recorded: December 11, 1993 1313/1172 *et seq.*
- j. Sixth Amendment to Declaration of Condominium for
Hideaway Bay Beach Club, a Condominium
Recorded: May 18, 1994 1344/0388 *et seq.*
- k. Seventh Amendment to Declaration of Condominium for
Hideaway Bay Beach Club Condominium
Recorded: October 12, 1994 1368/1162 *et seq.*
- l. Corrective Seventh Amendment to Declaration of
Condominium for Hideaway Bay Beach Club
Condominium
Recorded: April 25, 1995 1398/1800 *et seq.*
- m. Eighth Amendment to Declaration of Condominium for
Hideaway Bay Beach Club Condominium
Recorded: March 25, 1997 1521/0835 *et seq.*
- n. Certificate of Amendment to Bylaws of Hideaway
Bay Beach Club Condominium Association, Inc.
Recorded: December 4, 1998 1662/0324 *et seq.*
- o. Ninth Amendment to Declaration of Condominium for
Hideaway Bay Beach Club Condominium
Recorded: March 31, 1998 1601/0696 *et seq.*
- p. Tenth Amendment to Declaration of Condominium for
Hideaway Bay Beach Club Condominium
Recorded: March 31, 1998 1601/0699 *et seq.*
- q. Eleventh Amendment to Declaration of Condominium for
Hideaway Bay Beach Club Condominium
Recorded: January 22, 1999 1673/1670 *et seq.*

The undersigned officers of the Board of Directors of Hideaway Bay Beach Club Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Condominium, Articles of Incorporation and Bylaws of Hideaway Bay Beach Club Condominium Association, Inc. are hereby amended in accordance with Exhibit "1" attached hereto.

2. The Amendment and Restatement of the Declaration of Condominium of Hideaway Bay Beach Club Condominium Association, Inc. was proposed by a duly adopted resolution, and approved by a vote of a majority of the entire voting interests in the Association.

3. The Amendment and Restatement to the Articles of Incorporation of Hideaway Bay Beach Club Condominium Association, Inc. was proposed by a duly adopted resolution, and approved by a vote of a majority of the entire voting interests in the Association.

4. The Amendment and Restatement of the Bylaws of Hideaway Bay Beach Club Condominium Association, Inc. was proposed by a duly adopted resolution, and approved by a vote of a majority of the entire voting interests in the Association.

Executed this 1st day of MAY, 2019, at SARASOTA, Florida.

HIDEAWAY BAY BEACH CLUB CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

By:

Name:

Its:

Donald Gagnon
DONALD GAGNON
President

STATE OF FLORIDA

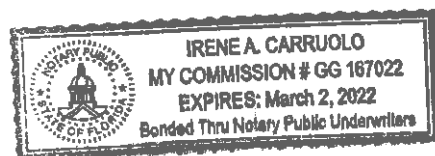
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1st day of MAY, 2019, by Donald Gagnon, who is personally known to me or produced as identification.

Irene A. Carruolo
NOTARY PUBLIC

SEAL

Printed name of notary



ATTEST:

By: 

Name: RICHARD THOMPSON

Its: Vice President

STATE OF FLORIDA

COUNTY OF DAKAPOTA

The foregoing instrument was acknowledged before me this 18th day of MAY, 2019, by Richard Thompson, who is personally known to me or produced as identification.


NOTARY PUBLIC

SEAL

Printed name of notary





**FIRST AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM

In a Declaration of Condominium recorded at O.R. Book 0972, Pages 0725 et seq. of the Charlotte County Public Records on April 29, 1988, RANDOR/GASPARILLA CORPORATION, a Delaware corporation authorized to do business in Florida (the "Developer") did submit to condominium ownership pursuant to Chapter 718, Florida Statutes (2017), known as the Condominium Act, that property situated in Charlotte County, Florida, more particularly described in Exhibit "A" attached hereto:

The Condominium Property is further described at Condominium Plat Book 7, Pages 82A through 82I, Charlotte County Public Records and described at Condominium Plat Book 10, Pages 31A through 31G, Charlotte County Public Records, and further described at Condominium Plat Book 10, Pages 49A through 49G, Charlotte County Public Records, and further described at Condominium Plat Book 10, Pages 56A through 56G, Charlotte County Public Records, and further described at Condominium Plat Book 10, Pages 58A through 58G, Charlotte County Public Records, and further described at Condominium Plat Book 10, Pages 73A through 73G, Charlotte County Public Records.

Said Declaration was subsequently amended as follows:

First Amendment recorded on April 26, 1990 at O.R. Book 1098, Pages 1855 et seq., Charlotte County Public Records.

Second Amendment recorded on May 26, 1992 at O.R. Book 1218, Pages 2179 et seq., Charlotte County Public Records.

Third Amendment recorded on December 4, 1992 at O.R. Book 1250, Pages 1318 et seq., Charlotte County Public Records.

Fourth Amendment recorded on December 4, 1992 at O.R. Book 1250, Pages 1322 et seq., Charlotte County Public Records.

Corrective Fourth Amendment recorded on December 11, 1992 at O.R. Book 1251, Pages 1778 et seq., Charlotte County Public Records.

Fifth Amendment recorded on December 7, 1993 at O.R. Book 1313, Pages 1172 et seq., Charlotte County Public Records.

Sixth Amendment recorded on May 18, 1994 at O.R. Book 1344, Pages 0388 et seq., Charlotte County Public Records.

Seventh Amendment recorded on October 12, 1994 at O.R. Book 1368, Pages 1162 et seq., Charlotte County Public Records.

Corrective Seventh Amendment recorded on April 25, 1995 at O.R. Book 1398, Pages 1800 et seq., Charlotte County Public Records.

Eighth Amendment recorded on March 25, 1997 at O.R. Book 1521, Pages 0835 et seq., Charlotte County Public Records.

Ninth Amendment recorded on March 31, 1998 at O.R. Book 1601, Pages 0696 et seq., Charlotte County Public Records.

Tenth Amendment recorded on March 31, 1998 at O.R. Book 1601, Pages 0699 et seq., Charlotte County Public Records.

Eleventh Amendment recorded on January 22, 1999 at O.R. Book 1673, Pages 1670 et seq., Charlotte County Public Records.

I. SUBMISSION STATEMENT

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Declaration of Condominium in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act.

1. Definitions. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1. "Act" or "Condominium Act" means the Condominium Act (Chapter 718, Florida Statutes, 2017), including the definitions therein contained.

1.2. "Articles" means Articles of Incorporation as attached hereto as Exhibit "B".

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

1.4. "Association" means HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, the entity responsible for the operation of the Condominium.

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

1.6. "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration." Each Director must be a Unit Owner, or Primary Occupant (in case of Units that designate a Primary Occupant), the spouse of a Unit Owner or Primary Occupant, the settler or grantor of a trust described in Section 736.0103(18), Florida Statutes (2017), which owns a Unit, or the spouse of such party, a beneficiary as defined in Florida law of a trust which owns a Unit, provided said beneficiary occupies the unit, or the spouse of such party.

1.7. "Building" means the structure or structures in which the Units are located, regardless of the number thereof.

1.8. "Bylaws" mean the Bylaws of the Association as attached hereto as Exhibit "C".

1.9. "Charge" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.10. "Common Elements" mean and include:

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

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

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

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

1.10.5. Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.11. "Common Expenses" means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and

operation, repair and replacement of Common Elements and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of bulk cable or master antenna television, and bulk interior pest control, are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include reasonable insurance for Directors and officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the condominium.

1.12. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

1.13. "Condominium Documents" means this Declaration; the Surveyor's Plat, as copies of which are attached hereto as Exhibit "A", Articles of Incorporation of Hideaway Bay Beach Club Condominium Association, Inc. attached hereto as Exhibit "B" and Bylaws of the Association attached hereto as Exhibit "C". The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

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

1.15. "Condominium Property" means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.16. "County" means the County of Charlotte, State of Florida.

1.17. "Declaration" or "Declaration of Condominium" means this instrument.

1.18. "Family" or "Single Family" shall refer to any one of the following:

1.18.1. One natural person, his spouse, if any, and their custodial children, if any.

1.18.2. Not more than two natural persons not meeting the requirement of 1.18.1 above, but who customarily reside together as a single housekeeping Unit, and the custodial children of said parties, if any.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family Member" is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

1.19. "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

1.20. "Guest" means any person who is not the Unit Owner or a lessee or a member of the Owner's or lessee's Family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.21. "Insurable Improvements" shall mean the "Building" as defined in Article 1.7 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

1.22. "Invitee" a person or persons allowed entry for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the express or implied consent of the Unit Owner.

1.23. "Lease" means the grant by a Unit Owner of a right of use of the Owner's Unit for consideration.

1.24. "Limited Common Elements" shall include property which is reserved for the use of a certain Unit to the exclusion of other Units as reflected on the condominium plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (e.g., air conditioning compressors) shall serve to define the area as a Limited Common Element.

1.25. "Limited Common Expense" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

1.26. "Primary Occupant" means a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

1.27. "Rules and Regulations" means those Rules and Regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the

operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

1.28. "Unit" means a part of the Condominium Property subject to exclusive ownership.

1.29. "Unit Owner" or "Unit Owners" means the record Owner of a Condominium Parcel.

1.30. "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

1.31. "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters. There are 102 Units, so the total number of Voting Interests is 102.

II. NAME

The name by which this Condominium is to be known and identified is: HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM.

III. LAND

The legal description of the entire property which Developer submitted to the condominium form of ownership in accordance with Florida Statutes is described in Exhibit A.

IV. IDENTIFICATION OF UNITS

A. Condominium Property. The Condominium Property consists of land described in Article III hereto, all easements and rights appurtenant thereto, together with the building and other improvements constructed thereon, which includes the Units, limited Common Elements and Common Elements. Each Unit together with its attached balcony or screened porch, is a Condominium Unit and is subject to private ownership. The terms "Condominium Unit", and "Unit" are synonymous. The swimming pool, pool furniture, caretaker's office and apartment, mainland parking area with sun shelter, four docks, dune crossover walkway, 2 or more golf carts, firehose cart, and ferry boat are to be owned as a common element by all Unit Owners.

B. Unit Boundaries. Each Unit, which term is used in this sub section concerning boundaries shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planer intersection with the perimetrical boundaries.

(a) Upper Boundary: The horizontal or sloped plane of the unfinished lower surface of the ceiling of the Unit as shown in the condominium plat in attached Exhibit A.

(b) Lower Boundary: The horizontal plane of the unfinished upper surface of the first floor of the Unit.

(c) Interior Divisions. No part of the nonstructural interior walls shall be considered a boundary of the Unit.

2. 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 planer intersections with each other and the upper and lower boundaries.

3. Apertures. Where there are apertures in any boundary other than screening, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, and all framings and casings thereof, shall be included in the boundaries of the Unit. Exterior surfaces of screen shall not be included in the boundaries of the Unit.

4. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit A hereto shall control in determining the boundaries of a Unit, except the provisions of Section 3 above shall control unless specifically reflected on such survey.

C. Condominium Parcel. Each Condominium Parcel includes an undivided interest of each Unit Owner in and to the Common Elements. Each Unit Owner shall have as an appurtenance to his Unit an undivided one hundred second (1/102) interest in the Common Elements. Upon the acquisition of a Condominium Parcel, a Unit Owner becomes a member in the Condominium Association, with the full voting rights appertaining thereto as described in Article VII (C) of this Declaration.

D. Common Elements and Limited Common Elements:

1. Common Elements.

(a) Mainland Parking Areas: Seventy-Two (72) Mainland Parking spaces are Common Elements and will be available for the use of Unit Owners and their Guests. The parking area will be lighted and fenced. A sun shelter with public telephone will be located at the mainland docking area. Also located across the street from the Mainland Parking area will be a Mainland Docking Area to be used exclusively by Unit Owners and their Guests.

(b) Docking Facilities: There are four docks: the North Dock, the Ferry Dock, the South Dock and the Mainland Dock.

i. The North Dock has 18 slips and is of timber and plank construction supported by wood pilings. Its overall dimensions are about 160 feet by 3 feet 10 inches.

ii. The Ferry Dock is designed to accommodate the ferry boat only. It is of timber and plank construction supported by wood pilings. It has a floating end section. Its overall dimensions are about 99 feet by 9 feet 10 inches.

iii. The South Dock has approximately 18 slips and is of timber and plank construction supported by wood pilings. Its overall dimensions are about 148 feet by 3 feet 10 inches.

iv. The Mainland Dock will accommodate the ferry boat only. It is of timber and plank construction supported by wood pilings. It has a floating end section. Its overall dimensions are about 118 feet by 9 feet 10 inches.

v. All of the docks will be Common Elements of the Condominium. Use of docks is subject to the Association Rules and Regulations.

(c) Caretaker's office and apartment will be a Common Element of the Condominium.

(d) There are two lakes that are part of the Common Elements and are identified as East Lake and West Lake. The East Lake is approximately 0.75 acres in size and the West Lake is approximately 0.83 acres in size and both lakes vary in depth from 2 feet to 8 feet. They are brackish water and serve as storm drainage and provide firefighting water for the project.

(e) Sidewalks, walks, yard areas, foundations, attic areas, roofs, driveways, stairs, yard lighting, planting areas, dumpsters and landscaping.

(f) The Recreational Amenities are more fully described in Article IV (A) hereof.

2. Common Elements That Are Shared. A sewage collection system and fire pump system will be shared in common with a nearby Condominium project, known as Placida Beach, A Condominium, and are described as follows:

(a) Water for firefighting and operation of the automatic fire sprinkler system in all of the buildings is provided by an automatic diesel driven fire pump system located on the shore of the West Lake. Use of the engine and system is governed by an Agreement between Placida Beach Condominium Association, Inc. and the Association. Cost of maintaining this system will be shared with Placida Beach Condominium Association, Inc., pro-rated by the number of dwelling Units served and included in the maintenance assessment.

(b) A treatment plant with underground drain field located behind Buildings C & H will treat sewage in the Condominium and the plant will be fenced and landscaped. Cost of maintaining and operating this system will be shared with Placida Beach Condominium Association, Inc. pro-rated by the number of dwelling Units served and will be included in the maintenance assessment.

(c) The use of the fire system and a sewage system are subject to the use and cost agreement entered into by the Association and Placida Beach Condominium Association, Inc.

3. Limited Common Elements. Both the stairwell and the entry in the front and middle of the Units are Limited Common Elements, limited to the use of the two Unit Owners that are served by the stairwells and entries. In addition, the covered parking area for golf carts, utility vehicles, or cars, should there be any on the island, and a storage area for each Unit owner under each Unit will also be Limited Common Elements appurtenant to a particular Unit.

V. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There was recorded simultaneously with the original Declaration and amendments thereto, the Condominium plat for all phases developed by the Developer containing the survey, plot plan, and graphic description of the improvements, showing the Units and Common Elements, their location and approximate dimensions in sufficient detail to identify them; said survey, plot plan and graphic description of improvements are attached hereto as Exhibit "B" and are made a part hereof by reference thereto.

B. Alteration of Unit Plans. A Unit Owner may purchase two or more Units and combine them into one dwelling Unit by penetrating the common walls at his expense. The Units may be restored to their original design at the Unit Owner's sole cost. The Unit Owner shall have the Assessment obligation and voting rights as provided for each of the Units before they were combined. No other changes shall alter the boundaries of the Common Elements without amendment of the Declaration by approval of the Association, all Unit Owners and owners of mortgages in the manner elsewhere provided.

C. Easements. The Condominium Association reserve the right to grant easements to utility providers through the Condominium Property as may be required for water, electric, sewer and other utility services in order to serve the Condominium adequately provided however, such easements through a Unit shall be only according to the plans and specifications or as approved in writing by the Unit Owner.

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

A. Each Unit shall have as an appurtenance thereto an undivided share in the Common Elements as set forth in Article IV C of this Declaration.

B. Each Unit Owner shall be liable for a proportionate share of the Common Expenses to the extent of his interest in the Common Elements, and each Owner shall be entitled to receive the same proportionate share of the common surplus unless otherwise provided in the Bylaws.

VII. THE ASSOCIATION

A. The Association responsible for the operation of this Condominium is HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit. The Association shall have all the powers, rights and duties set forth in the Condominium Act, as well as the powers and duties set forth in the Declaration, the Bylaws and the regulations enacted pursuant to such Bylaws. The Association is sometimes referred to

herein as the "Association" or the "Condominium Association". A copy of the Articles and Bylaws of the Association are attached hereto and made a part hereof and marked Exhibits B and C, respectively.

B. Every Owner of a present vested interest in a Condominium Parcel, whether he has acquired title by purchase from the Developer, the Developer's grantee, successors, or assigns, or by gift, conveyance or by operation of laws, is bound to and hereby agrees that he shall accept membership in the Condominium Association and does hereby agree to be bound by this Declaration, the Bylaws of the Condominium Association and the Rules and Regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership runs with each Unit and is not severable from ownership of the Unit.

C. The Owner of every Condominium Parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting Condominium Property. Owners of each Unit shall collectively be entitled to one Voting Interest and if a Unit is owned by more than one person, then the person entitled to such Voting Interest shall be determined as follows: A written statement under oath must be filed with the Secretary of the Condominium Association and signed by members with present vested interest to which they are entitled. The person so designated by the persons owning the majority interest in a Unit shall be known as the voting member and shall be the only member owning a Voting Interest in that Unit eligible to cast the vote for said Unit at membership meetings. The person designated as the voting member may continue to cast the binding vote for all members owning an interest in the Unit in which he owns an interest until such time as another person is properly designated as the voting member by those members owning the majority interest by a similar written statement filed with the secretary. Notwithstanding the foregoing provisions, voting by proxy is permitted in accordance with §718.112(2)(b)1, Florida Statutes (2017). When a Unit is owned by a Corporation, the Corporation president or vice-president shall execute the written statement designating which Corporation officer shall have the Voting Interest. In absence of a written statement, the president shall be deemed as having the Voting Interest.

D. The number of Voting Interests shall not exceed the number of Units so there are 102 voting members. A corporation or an individual with a Voting Interest in more than one Unit may be designated as the voting member of each such Unit.

E. All the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Directors of the corporation consisting of the number of Directors to be determined by the Bylaws, but not less than three (3) Directors, who are all to be elected annually by the members entitled to vote. The terms "Board of Directors" and "Board of Administration" are synonymous.

F. It shall be the duty of the Condominium Association to provide through its agents and employees for the administration, operation, maintenance, repair and replacement of the common property; to make reasonable uniform Rules and Regulations from time to time, as well as to perform all other duties expressly or impliedly set forth herein. The first election of Directors shall be held in accordance with Article 5, of the Articles, subject to the limitations set forth in §718.301, Florida Statutes (2017). The Directors named in the Articles of the Condominium Association shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

G. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not

'be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other persons or Owners.

H. Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

I. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

VIII. AMENDMENT TO DECLARATION

This Declaration may be amended as follows:

A. Notice. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The format of the notice shall conform to §718.110(1), Florida Statutes (2017).

B. A resolution for the adoption of a proposed amendment may be approved by not less than fifty-one percent (51%) of the Voting Interests of the Association.

C. 1. No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

2. If there is an omission or error in a Declaration of Condominium, or in other documents required by law to establish the Condominium, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create a Condominium by vote of a majority of the Voting Interests. The amendment is effective when passed and approved and a certificate of the amendment is executed and recorded as provided in §718.104, Florida Statutes (2017). This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of Unit Owners, unless the affected Unit Owners consent in writing. This sub-section does not restrict the powers of the Association to otherwise amend the Declaration, or other documentation, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of Unit Owners are not materially or adversely affected.

D. Proviso. No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it, nor increase the Owner's share of the Common Expense, unless the record Owner of all Units concerned and all record owners of mortgages on such Units shall join in the execution of the amendment. Neither shall an amendment make any changes in the section entitled "Insurance" nor

in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the Condominium shall join the execution of the amendment. An amendment prohibiting Unit Owners from renting their Units or altering the duration of the rental term or specifying or limiting the number of times Unit Owners are entitled to rent their Units during a specified period applies only to Unit Owners who consent to the amendment and Unit Owners who acquire title to their Units after the effective date of that amendment.

E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be recorded in the Public Records of Charlotte County, Florida.

F. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and members may vote either in person or by proxy.

The operation of the Condominium Property shall be governed by the Bylaws which are annexed to this Declaration as Exhibit C and made a part hereof. The Bylaws may be amended in the manner set forth therein.

IX. PURPOSE AND USE RESTRICTIONS

Condominium Units shall be used and occupied by the respective Owners thereof, as private single family residents, for themselves, their families, tenants and social Guests, and for no other purpose.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the Units, the use of the property shall be restricted to and be in accordance with the following provisions:

A. The Units shall be for residential use only and maintained in a clean and sanitary manner.

B. The Common Elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the Unit Owners, and subject to such regulation by rules and Bylaws and existing contracts as may in the opinion of the Condominium Association achieve the maximum beneficial use thereof.

C. Persons under the age of seventeen (17) years of age shall not be permitted to occupy any of the Units of the Condominium unless under the supervision of an adult, except to the extent and under such conditions as the Condominium Association may provide by regulation.

D. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Element that will increase the cost of insurance upon the Condominium Property.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it; 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 for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Signs. No "for sale" or "for rent" signs or other signs shall be displayed by any individual Unit Owner on his Condominium Parcel, or any part of the Condominium Property, nor shall any external television or radio antennas be erected upon or affixed to the Condominium Property or Unit buildings.

G. Pets. Pets or other animals may be kept in Units and allowed on the common property only under such regulations established by the Association. At present, there are no expressed limitations against pets. Pets that become a nuisance as determined by the Condominium Association Board must be removed from the condominium by order of the Board.

H. Leasing. An entire Unit may be rented provided occupancy is only by the lessee and his Family, servants and Guests. No rooms may be rented except as a part of the entire Unit or to another Unit Owner. The Board shall have the right to approve all Leases whose duration exceeds thirty (30) days. Said approval or disapproval shall be made within fifteen (15) days of any request therefore and any Lease for which an approval is not given shall be null and void. The Board shall have the right to delegate its authority to approve or disapprove Leases to the caretaker from time to time. Rentals of less than thirty (30) days shall be arranged by the owner only and the tenants shall be compatible with the Unit Owners. No Units shall be rented on a daily basis.

I. Guests. All Guests and tenants must comply with the Association regulations and the Board shall have the right to terminate a Lease and evict a tenant who fails to comply with the regulations of the Association.

J. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors of the Association; copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners. Any regulation so adopted may be rescinded, amended or altered by the membership in the same manner set forth in Article VIII B of this Declaration.

X. CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Unit, and to further the continuous harmonious development of the Condominium community, the sale, lease, mortgage of Units shall be subject to the following provisions which shall be subject to the Condominium form of ownership under the laws of the State of Florida.

A. SALES

1. Except as set forth hereinafter in this Article X, if any Unit Owner desires to sell his Unit or any interest therein, and shall have received a bona fide offer for such sale, the Association shall be given written notice hereof, together with an executed copy of such offer. The Condominium Association (or its assignee) shall have the right to purchase such Unit or interest therein upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election is given to the Unit Owner and a matching down payment or deposit (if such is required by the terms of such offer) is provided to the Unit Owner within fifteen (15) days

following the delivery to the Condominium Association of such notice and a copy of such offer said time to be of the essence. If the Condominium Association (or its assignee) shall elect not to purchase a Unit or an interest therein pursuant to this Article X A 1 the Condominium Association shall deliver to the Unit Owner, within the fifteen (15) day period heretofore provided, a certificate executed by any officer of the Condominium Association.

2. If the Association (or its assignee) shall elect to purchase any Unit or any interest therein pursuant to Article X A 1 hereof, title shall close on the date specified in the bona fide offer to purchase, or, if no date is specified in said offer, on a date forty-five (45) days after giving of notice by the Association (or its assignee) of its election to purchase said Unit.

3. The provisions of Article X A 1 hereof shall not apply to:

(a) Any transfer of any Unit by gift, devise, or inheritance;

(b) The sale of any Unit by a Unit Owner to his spouse, his child, his parent, the parent of his spouse, his brother or sister, the brother or sister of his spouse, or the spouses of any of the foregoing.

4. The failure by the Association to exercise its rights pursuant to Article X A 1 hereof with respect to any particular bona fide offer to purchase a particular Unit shall not constitute a waiver of such right with respect to any subsequent bona fide offer to purchase or Lease the particular Unit or any other Unit.

5. If any Unit Owner attempts to sell his Unit without giving the Association the notice required by Article X A 1 hereof, such attempted sale shall be void and shall confer no title or interest whatsoever upon the intended purchaser.

6. Except as otherwise prohibited by law, the Association may from time to time assign its rights pursuant to Article X A 1 hereof to any individual or entity that the Association shall select.

B. Since the Condominium may be used only for residential purposes and a Corporation cannot occupy a Unit for that use, the approval of ownership of a Unit by a Corporation may be conditioned by requiring that persons occupying the Unit be approved by the Association.

C. Notwithstanding anything to the contrary herein, the provisions of this article shall not be applicable to purchasers at foreclosure or other judicial sales to transferees of institutional first mortgages.

D. Within 15 days after request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

XI. RIGHTS OF HEIRS AND DEWISEES OF DECEASED UNIT OWNERS

A. If the Owner of a Condominium Parcel should die and the title to his parcel passes to his heirs under this will or by the laws of intestacy, then such successor in title shall fully succeed

to the ownership, rights, duties, and obligations of the Unit Owner, the provisions of Article X of this Declaration notwithstanding. The Association shall have the right to require reasonable evidence demonstrating who has taken title upon the death of the Unit Owner.

B. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the Unit Owner at the time of his death, nor the Assessments attributable to the Unit becoming due after the Unit Owner's death, all of which shall be fully due and payable as if the Unit Owner had not died.

C. Nothing herein shall prevent the sale and transfer of a Condominium Parcel by the Owner thereof in the manner otherwise provided in this Declaration.

XII. ASSESSMENTS

The Condominium Association, through its Board of Directors shall have the power to make and collect Assessments, special assessments, club dues, and such other assessments as are provided for by the Condominium law, this Declaration and the Bylaws.

A. **Budget.** The Board of Directors of the Association shall propose the annual budget in advance for each fiscal year. The budget shall project anticipated income and estimated expenses. Common Expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management, property taxes and assessments as made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole, insurance premiums for fire, windstorm, flood and extended coverage insurance on the Condominium real property and Condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacement (but only as to the Common Elements, except for emergency repairs or replacements deemed necessary to protect the Common Elements), charges for utility and water used in common for the benefit of the Condominium; cleaning and janitorial service for the Common Elements; expenses and liabilities incurred by the corporation in and for the enforcement of its rights and duties against the members or others; and the creation of reasonable contingency or reserve requirements for the protection of the members, and the Condominium Property (e.g., reserves for replacements, operating reserves to cover deficiencies in collections), and all other expenses designated as Common Expenses by Chapter 718, Florida Statutes (2017), this Declaration or the Bylaws of the Association.

1. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

2. If a meeting of the Unit Owners has been called to determine to provide no reserve or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

B. Copies of the proposed annual budget of Common Expenses shall be mailed to the Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Board of Directors will prepare the proposed annual budget of Common Expenses, and the Unit Owners shall consider the budget the annual meeting or at such other meeting as may be provided in the Bylaws. At the annual meeting

when the budget is considered, the voting members of the Association shall have the power to modify or amend the budget, and shall then adopt the annual budget.

C. After adoption of a budget and determination of the annual Assessment per Unit, the Association shall assess such sum by promptly notifying all Owners by delivering or mailing notice thereof to the voting member representing each Unit at such member's most recent address as shown by the books and records of the Association. Quarterly Assessments shall be due and payable in advance to the Association beginning January 1st and each 3 months thereafter, regardless whether or not members are sent or actually receive written notice thereof. Each Unit Owners will be assessed an undivided one one hundred-second (1/102) interest in the Common Elements. In addition, the Corporation shall have the power to levy equal special assessments against each Unit if necessary to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein.

D. The record Owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of all Assessments, regular or special, made by the Association and for all costs for collecting delinquent Assessments. All Assessments and installments not paid when due shall be charged interest at the maximum interest rate that is allowed by law. In the event Assessments against a Unit are not paid within sixty (60) days after their due date, the Association shall have the right to file a lien as provided in Article XIV of this Declaration. The Board of Directors shall have the authority to assess a late charge for all Assessments that are unpaid for over thirty (30) days after due. The late charge or fine will not become a lien against the Unit nor will it exceed \$50.00 per infraction nor may the late charge be a levy except after giving a reasonable notice and opportunity for a hearing to the Unit Owner, and if applicable, its licensee or Invitee.

E. Should the Association through its Directors at any time determine that the Assessments made are not sufficient to pay the Common Expenses, or in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association. The specific purpose or purposes of any special assessment approved in accordance with the Condominium Documents shall be set forth in a written notice of such Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

F. The Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association property unless such use is the subject of a lease between the Association and the Unit Owner.

XIII. MAINTENANCE AND REPAIR

Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. The Owner of each Condominium Unit, at his own expense shall see to, maintain, repair, replace and be responsible for the maintenance of his Unit, all equipment and Fixtures therein, including but not limited to all air conditioning equipment used in or appurtenant to that Unit and the Limited Common Element parking space and storage area appurtenant to the Unit, and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit or a Limited Common Element appurtenant to another Unit, and shall be responsible for any damaged caused by his non-action. All work shall be done without disturbing the rights of

other Unit Owners. Furthermore, the Owner of each Unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the Unit (including the attached balconies, porches or patios, where applicable) and such Owner shall at his own expense maintain and replace when necessary all glass in windows and doors in the perimeter walls of the Unit. The Unit Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

B. The Association shall be responsible for and shall see to the maintenance, repair and operation of the Common Elements of the Condominium, including but not limited to all portions of a Unit, except interior surfaces, contributing to the support of the Unit building, which portions shall include but not be limited to load bearing columns and load bearing walls; all conduits, screens, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained; and, all incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association. The painting, decorating or changing of any portion of the exterior of the Unit building shall be the responsibility of the Association, and not the individual Unit Owner. However, the replacement and repair of Unit exterior surfaces excluding screens, but including doors and windows shall be at Unit Owners expense and subject to Association written approval, if such replacement or repair changes or alters the existing exterior appearance. The Association shall have all powers necessary to discharge these responsibilities, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws of the Association so long as the Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

C. The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a Common Expense. In the event the Association fails to maintain the common property in accordance with its obligations hereunder, any Owner of an interest in any Unit shall have the right to seek specific performance in a court of equity to compel the Association to do so.

D. In the event Owners of a Unit fail to maintain the Unit and/or the Limited Common Element appurtenant to the Unit as required herein, or make any additions or alterations to Common Elements without the required written consent, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. In the alternative, the Association shall have the right to levy, at any time, a charge against the Owners of the Unit and the Unit for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any such authorized addition or alteration. The Association shall have the right to have its employees and agents enter the Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

XIV. LIEN OF THE ASSOCIATION

A. The Association shall have a lien on each Condominium Parcel for any unpaid Assessments, interest, costs and attorneys fees against the Unit Owner of such Condominium Parcel. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to collection of such Assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Charlotte County, Florida, of a claim of lien

stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the date when due. Such claims of liens shall secure all unpaid Assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment or foreclosure. Such claims of liens shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment the party making payment shall then be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional first mortgage recorded prior to the time of recording of the claim of lien. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Interest on any Assessments and installments not paid when due will accrue at the maximum rate allowed by law.

B. When the mortgagee of any mortgage of record, or other purchaser, of a Condominium Unit obtains title to the Condominium Parcel as a result of a deed in lieu of foreclosure or by a purchase at the public sale resulting from the mortgage's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, such acquirer of title and his successors and assigns is not liable for the share of the Common Expenses or Assessments attributable to the Condominium Parcel or chargeable to the former Unit Owner of the parcel which became due prior to acquisition of title as a result of foreclosure, unless the share is secured by a claim of lien for Assessments that was recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Any mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due the period of such ownership.

C. Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by an Officer of the Association regarding Assessments against Units which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby. The Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may, at any time, require Owners to maintain a minimum balance on deposit with the Association to cover future Assessments. Said deposit shall be uniform for all Units.

XV. TAXATION

Whenever a tax is assessed against the Condominium Property as a whole, instead of against each parcel, it shall be treated as a Common Expense, in accordance with the provisions of Article XII.

**XVI.
COMMON ELEMENTS**

No Owner of a Condominium Unit shall make or cause to be made substantial and material alterations, improvements or additions to the Common Elements, except in accordance with the following provisions:

A. A special meeting of all of the Unit Owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days, nor more than fourteen (14) days written notice.

B. Seventy-five (75%) percent of all the Voting Interests shall vote in favor of the proposal in person or by proxy.

C. If approved each Unit Owner shall be assessed his proportionate cost of such alteration, improvement or addition based upon that Owner's interest in the Common Elements.

**XVII.
PROHIBITION OF FURTHER SUBDIVISION
AND WAIVER OF PARTITION**

The space within any of the Unit and common property shall not be further subdivided. An undivided interest in the common property is hereby declared to be appurtenant to each Unit and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the Unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and an interest in the entire areas described as common property which is appurtenant to such Unit. Any instrument conveying, transferring, or encumbering an undivided percentage interest in the common property which is appurtenant to such Unit owned by the person executing such conveyance or encumbrance, and any instrument not in accordance with this Article shall not be effective and shall be deemed null and void, ab initio.

**XVIII.
LIABILITY, FIDELITY, AND
WORKMAN'S COMPENSATION INSURANCE**

A. The Board of Directors of the Association shall obtain liability insurance in such amount as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements of this Condominium. The Board of Directors shall collect and enforce the payment of the premium for such insurance from each Unit Owner to the extent of his share in the Common Elements. Each individual Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit or for which he may be liable. In accordance with the provisions of the Condominium Act, the liability of a Unit Owner for Common Expense shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. The owner of a Unit may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit

Owners the Association shall give notice of the exposure with a reasonable time to all Unit Owners, and they shall have the right to intervene and defend. A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the Owner of a dwelling house would be liable for an accident occurring therein.

B. Policies of fidelity and liability insurance, insuring the Condominium Association against personal liability of the directors, officers, managers, trustees, employees or volunteers of the Condominium Association arising in connection with the performance of their duties, including dishonesty in connection with the funds of the Condominium Association, and against all other persons handling or responsible for funds of or administered by the Condominium Association, in an amount no less than one and one-half times the estimated annual operating expenses and reserves of the Condominium Association; provided that in no event shall the coverage for each officer or director who controls or disburses the funds of the Condominium Association be in an amount less than \$10,000.00. Such policies shall contain waivers by the issuers of such policies of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

C. Such worker's compensation insurance as is required by law.

D. Such other insurance as the Condominium Association may require, including, but not limited to, Casualty Insurance as presented in Article XIX of this Declaration of Condominium.

XIX. PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the Condominium Property, including the entire Buildings erected upon the Condominium land, all Fixtures and personal property appurtenant thereto, and all Units contained therein, and for the interest of the Association, all Unit Owners and their mortgagees, as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, against loss or damage by fire and extended covered hazards covered by a standard coverage endorsement, windstorm insurance and flood insurance as required by Florida Statute §718.111(11)(e) (2017). The word Building as used in this paragraph shall be defined in Article 1.7 of this Declaration. The policy shall provide the carrier with the right to subrogate against anyone. The Association shall have rights of subrogation for deductibles and deficiencies.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all Unit Owners and their mortgages as their interest may appear, and shall be paid to a Florida bank or trust company having trust powers selected by the Board of Directors of the Association who shall act as the Insurance Trustee and it shall be the duty of the Insurance Trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Payment of Premiums. The Board of Directors shall collect and pay the premiums for casualty insurance as part of the Common Expense for which Assessments are paid. Each Unit Owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other Assessments.

D. Reconstruction or Repair After Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium should be terminated.

2. Unit Building. The word building shall not include floor coverings, wall coverings or ceiling coverings.

(a) Lesser Damage. If the damaged improvement is the Unit building, and if Units to which fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium should be terminated.

(b) Major Damage. If the damaged improvement is the Unit building, and if Units to which more than fifty percent (50%) of the Common Elements are appurtenance are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided unless within sixty (60) days after the casualty the Owners of seventy five percent (75%) of the Common Elements and their mortgagees agree in writing to such reconstruction or repair.

(c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the Unit building, by the Owners of not less than seventy five percent (75%) of the Common Elements, including the Owners of all damaged Units and their mortgagees, which approval shall not be unreasonably withheld.

(d) If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) If the net proceeds of the insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a uniform special assessment against all Unit Owners for the deficiency.

(f) If any of the insurance policies have deductible amounts, the Board of Directors shall levy a uniform special assessment to all Unit Owners for the deductible amount.

3. Disbursement of Funds. The funds for payment of costs for reconstruction and repair after casualty, which consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against the Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of Assessments paid by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association-Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee by the mortgagee that is beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for in the major-damage section.

(ii) Association-Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$50,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon written approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustees to the Unit Owner or if there is a mortgagee endorsement as to the Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner stated; except however, that the part of distribution to a beneficial Owner that is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

4. Rights of Mortgagees. If any first mortgagee of any Condominium Unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees as herein above defined may designate the bank or savings and loan Association as a depository for these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives

the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee, of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or re construction of the property subject to the mortgage, be distributed to the mortgagee and the Unit Owners as their interests may appear.

5. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases therefore.

XX. MORTGAGES

A. A Unit Owner who mortgages his Condominium Parcel must notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the Owners of Condominium Parcels and the names of mortgagees. Failing to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. The Association shall, at the request of a mortgagee, report any unpaid Assessments due from the Owner of a Condominium Parcel.

B. Priority of Declaration. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, mortgage company or insurance company authorized to transact business in the State of Florida, and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Association, the Association and the Owner or Owners of any part of said subdivision may be enforced against the Owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

XXI. RESERVED

XXII. SEVERABILITY OF PROVISIONS

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

XXIII. RESERVED

XXIV. EASEMENTS

A. All Owners of Units shall have as an appurtenance to their Units a non-exclusive perpetual easement for ingress to and egress from their Units over all right-of-way streets, stairs,

walks and other common property located in the Condominium, subdivision, and a perpetual non-exclusive right or easement, in common with all persons owning an interest in any Unit in the Condominium, to the use and enjoyment of all Common Elements in the building and other facilities (including but not limited to utilities as they now exist) located in the Condominium. Non-exclusive easements are also reserved through the Condominium Property as may be required for utility purposes in order to serve the occupants of the Units, provided, however, such easements through a Unit shall be only according to the plans and specifications for the building, unless approved as may be required for utility service in order to adequately serve Hideaway Bay Beach Club, A Condominium.

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

XXV. DAMAGE TO COMMON ELEMENTS BY INDIVIDUAL UNIT OWNERS

Should the Association be required to make any expenditure for the repair or replacement of any portion of the Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one (1) or more Unit Owners, or the Family members, animals, Guests, tenants, agents or employees of one (1) or more Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose Family members, Guests, tenants, agents, or employees are responsible for such damage, destruction or injury shall, to the extent that the Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Association for such expenditure.

XXVI. LITIGATION

No judicial, arbitrate or administrative proceeding shall be commenced or prosecuted by the Association unless the same is approved by a vote of seventy-five percent (75%) of the Unit Owners pursuant to Article VIII hereof. In the case of such a vote, and notwithstanding anything to the contrary in this Declaration of Condominium, the Articles or the Bylaws, the Board of Directors shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) of all Unit Owners, whether in person or by proxy. This Article XVI shall not apply, however, to (i) actions brought by the Condominium Association to enforce the provisions of this Declaration of Condominium (including, without limitation, the foreclosure of liens), (ii) the imposition of personal Assessments as provided in Articles XIII and XIV hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association and proceedings instituted against it.

XXVII TERMINATION OF CONDOMINIUM

The Condominium may be terminated at any time in the manner provided in Section 718.117, Florida Statutes (2017) or otherwise in accordance with the provision of this Declaration.

XXVIII NOTICES

A. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which said notice was e-mailed (if the Unit Owner has consented in writing to receiving notices by electronic mail) or on the second business day on which mailed, by certified mail, return receipt requested, addressed as follows:

To any Unit Owner - At his place of residence on the Condominium Property, or to such other address as any Unit Owner shall designate by notice to the Association in accordance with this Article;

To the Association - HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., to the address of its Community Association Management Company, or to such other address as the Association shall designate with the Florida Department of State Division of Corporations to all Unit Owners; and

B. The Secretary of the Association shall maintain a register of current addresses of all Unit Owners established for notice purposes pursuant to this Article, Unit numbers, telephone numbers (if known), and electronic mail addresses (if so authorized by Unit Owner) which register shall be made available for inspection, upon request, to all Unit Owners.

XXIX. MISCELLANEOUS PROVISIONS

A. The Condominium Association, its officers, Directors, agents and employees, shall at all times have the right to enter the Condominium Units at reasonable times for the purpose of inspecting the Common Elements, gaining access to the Common Elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property or any part thereof.

B. Financial Statements. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third-party, but not later than 120 days after the end of the fiscal year, the Association shall mail to each Unit Owner at the address provided in Article XXVIII of this Declaration, or hand delivered to each Unit Owner, a copy of the most recent financial report or a notice that a copy of the most recent financial report will be mailed or hand delivered to the Unit Owner, without charge, within 5 business days after receipt of a written request from the Unit Owner. Financial reports shall be prepared in accordance with §718.111(13), Florida Statutes (2017).

C. The Association has the authority, without the joinder of any Unit Owner, to grant, modify, or more any easement if the easement constitutes part of or crosses the Common Elements. This subsection does not authorize the Association to grant, modify, or move any easement created in whole or in part for the use and benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners, without their consent or approval as required by law or the instrument creating the easement.

D. The Board of Directors of the Association or any voting member of the Association shall have the right to maintain an action because of the failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles, the Bylaws, or the regulations adopted

pursuant to them, and the documents and. In such an action, the prevailing party shall be entitled to recover the costs of the proceeding together with reasonable attorneys' fees.

E. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles , the Bylaws, or the regulations shall not constitute a waiver of the right to do so thereafter.

F. RESERVED.

G. The captions used in this Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration of condominium.

H. The provision of this Declaration of Condominium shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, unless such invalidity or unenforceability shall destroy the uniform plan which this Declaration of Condominium is intended to create for the operation of the Condominium.

I. This Declaration of Condominium shall be governed by and construed according to the laws of the State of Florida.

J. This Declaration is subject to the Declaration of Restrictions recorded January 23, 1985 in O.R. Book 803, Page 736, of the Public Records of Charlotte County.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I (ISLAND PARCEL)

The South 200' of Tract 6 and all of Tract 7, said South 200' being more particularly described as a 200' wide strip of land running from Gulf of Mexico to Gasparilla Sound having for its Southerly boundary the Southerly line of Tract 6 (also being the Northerly line of Tract 7) and having for its Northerly boundary a line parallel to and 200' Northerly of, measured at right angles to the aforesaid southerly boundary of Tract 6, GASPARILLA ESTATES SUBDIVISION according to the Plat thereof, recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida. Contains 18.93 Acres more or less.

PHASE II

Commence at the Northeast corner of Lot 1, of GASPAR'S HIDEAWAY, UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida. Said point lying on the south line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; Thence run South 61°40'25" West along said south line of Tract 7, 55.87' to its intersection with the State of Florida Coastal Construction Control Line as approved January 6, 1977; Thence leaving said south line, run North 29°23'27" West along said Coastal Construction Control Line, 540.10'; Thence leaving said line, run North 61°40'25" East, 419.39' to the Point of Beginning of Phase II; Thence continue North 61°40'25" East, 226.06'; Thence South 71°45'00" 173.44'; Thence South 31°15'00" West, 107.74'; Thence North 82°44'59" West, 310.30' to the Point of Beginning and Containing 0.68 Acres more or less.

PHASE III

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY, UNIT ONE, as recorded in Plat Book 15, Page 2 of the Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, of the Public Records of Charlotte County, Florida; thence run South 61°40'25" West along the said South line of Tract 7, 55.87 feet to its intersection with the State of Florida Coastal Construction Control Line as approved January 6, 1977; thence leaving said South line, run North 29°23'27" West along said Coastal Construction Control Line 540.10 feet; thence leaving said line run North 61°40'25" East, 353.51 feet; thence South 28°19'35" East, 44.17 feet to the Point of Beginning of Phase III; thence South 25°44'33" East, 61.33 feet; thence South 69°45'00" East, 32.96 feet; thence South 02°55'48" West, 24.20 feet to a point, lying on the arc of a curve to the right whose center bears South 02°55'48" West, 150 feet; thence run in a general Eastwardly direction, along the arc of said curve having a radius of 150 feet and a central angle of 17°58'19", 45.05 feet; thence North 48°30'37" East, 75.07 feet; thence North 66°50'43" East, 51.68 feet to a point, lying on the arc of a curve to the right whose center bears North 48°30'27" East, 60 feet; thence run in a general Northwardly direction, along the arc of said curve, having a radius of 60 feet and a central angle 48°44'24", 51.04 feet to the Point of Tangency; thence North 07°15'01" East, 13.35 feet; thence North 82°44'59" West, 119.47 feet to the Point of Curvature of a curve to the left; thence run in a general Westwardly direction, along the arc of said curve, having a radius of 70 feet and a central angle of 77°00'01", 94.07 feet to the Point of Beginning.

PHASE IV

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY, UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 471.17'; thence leaving said South line, run North 28°19'35" West, 153.57' to the Point

of Beginning of Phase IV; thence South 87°55'29" West, 127.02' to a point, lying on the arc of a curve to the left whose center bears South 81°37'46" West, 150'; thence run in a general northwardly direction, along the arc of said curve, having a radius of 150' and a central angle of 50°53'26", 133.23'; thence run North 48°30'37" East along a non-radial line, 57.29'; thence North 66°50'43" East, 59.96'; thence South 41°29'23" East, 108.60' to the point of curvature of a curve to the right; thence run in a general southwardly direction, along the arc of said curve, having a radius of 115' and a central angle of 44°43'16", 89.76' to the Point of Beginning and containing 0.45 acres more or less.

PHASE V

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 260.93 feet; thence leaving said South line, run North 28°19'35" West 54.69 feet to the Point of Beginning of Phase V, said point lying on the arc of a curve to the right whose center bears South 23°59'13" East, 110 feet; thence run in a general Eastwardly direction along the arc of said curve, having a radius of 110 feet, and a central angle 24°07'02", 46.30 feet to the Point of Reverse Curvature of a curve to the left; thence run in a general Eastwardly direction, along the arc of said curve, having a radius of 50 feet and a central angle of 70°42'23", 61.70 feet to the Point of Tangency; thence North 19°25'26" East, 118.93 feet to the Point of Curvature of a curve to the left; thence run in a general Northeastwardly direction, along the arc of said curve, having a radius of 115 feet and a central angle of 16°11'32", 32.50 feet; thence run South 87°55'29" West along a non-radial line, 127.02 feet to a point lying on the arc of a curve to the right whose center bears South 81°37'46" West, 150 feet; thence run in a general Southwardly direction, along the arc of said curve, having a radius of 150 feet and central angle of 32°26'43", 84.94 feet to the Point of Compound Curvature of a curve to the right; thence run in a general Southwestwardly direction, along the arc of said curve, having a radius of 60 feet and a central angle of 41°56'18", 43.92 feet; thence run South 23°59'13" East along a radial line, 75.33 feet to the Point of Beginning.

PHASE VI

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 260.93 feet; thence leaving said South line, run North 28°19'35" West, 54.69 feet to the Point of Beginning of Phase VI, said point lying on the arc of a curve to the left whose center bears South 29°59'13" East, 110 feet; thence run in a general westwardly direction along the arc of said curve, having a radius of 110 feet, and a central angle of 24°45'35", 47.54 feet to the point of tangency; thence South 41°15'12" West, 31.97 feet to the point of curvature of a curve to the right; thence run in a general southwestwardly direction, along the arc of said curve, having a radius of 190 feet and a central angle of 20°25'13", 67.72 feet to the point of tangency; thence South 61°40'25" West, 62.98 feet; thence North 28°19'35" West, 54.25 feet to the point of curvature of a curve to the right; thence run in a general northeastwardly direction, along the arc of said curve, having a radius of 400 feet and a central angle of 07°17'05", 50.86 feet; thence run North 56 degrees 25'41" East along a non-radial line, 154.18 feet to the point of curvature of a curve to the right; thence run in a general northeastwardly direction, along the arc of said curve, having a radius of 50 feet and a central angle of 35 degrees 08'55", 30.67 feet to the point of reverse curvature of a curve to the left; thence run in a general eastwardly direction, along the arc of said curve, having a radius of 60 feet and a central angle of 25°33'49", 26.77 feet; thence run South 23°59'13" East along a radial line, 75.33 feet to the Point of Beginning and containing 0.49 acres more or less.

PHASE VII

Commence at the Northeast corner of Lot 1 of Gaspar's Hideaway Unit One, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida said point lying on the south line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 758.34; thence leaving said south line, run North 28°19'35" West, 25' to the point of beginning of Phase VII; thence South 41°40'25" West, 45.03' to the point of curvature of a curve to the right; thence run in a general Westwardly direction, along the arc of said curve, having a radius of 45' and a central angle of 43°36'15", 49.47' to the point of tangency; thence North 74°43'20" West, 67.98' to the point of curvature of a curve to the right; thence run in a general northwestwardly direction, along the arc of said curve, having a radius of 130' and a central angle of 60°43'20", 137.77; thence run North 76°00'00" East, along a radial line, 125.88' to a point lying on the arc of a curve to the left whose center bears North 49°27'18" East, 75'; thence run in a general eastwardly direction, along the arc of said curve, having a radius of 75' and a central angle of 85°14'07", 111.62; thence South 12°02'10" East, 105.73' to the point of beginning and containing 0.55 acres more or less.

PHASE VIII

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 948.63 feet; thence leaving said South line, run North 28°19'35" West, 25 feet to the Point of Beginning of Phase VIII; thence North 12°02'10" West, 105.73 feet; thence South 61°40'25" West, 190.29 feet; thence South 12°02'10" East, 105.73 feet; thence North 61°40'25" East, 190.29 feet to the Point of Beginning.

PHASE IX

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Bok 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 948.63 feet; thence leaving said South line, run North 28°19'35" West, 25 feet to the Point of Beginning of Phase IX; thence North 61°40'25" East, 171.74 feet to the Point of Curvature of a curve to the left; thence run in a general Northeastwardly direction, along the arc of said curve, having a radius of 190 feet and a central angle of 20°10'25", 66.90 feet; thence run North 48°30'00" West along a radial line, 95.70 feet; thence South 61°40'25" West, 174.60 feet; thence South 12°02'10" East, 105.73 feet to the Point of Beginning.

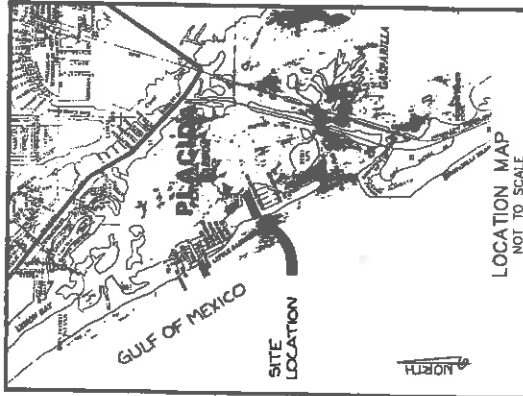
HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM

(PHASES II THROUGH IX)

A PORTION OF TRACT 3 AND TRACT 7, CASPARELLA ESTATES SUBDIVISION, P.B. 3, P. 94

SECTION - 22 - TWP.42S.-RNG.20E.
COUNTY OF CHARLOTTE, STATE OF FLORIDA

FILE:475385 OR BOOK/PAGE:1521/0834
RECORDED:3/25/97 15:56:15
RECORDED BY: Darlyn Howell D.C.
BARBARA T. SCOTT, CLERK OF THE CIRCUIT COURT - CHARLOTTE COUNTY



SURVEYOR'S NOTATIONS:

1. Elevations shown hereon refer to National Geodetic Vertical Datum adjustment of 1929.
2. All bearings shown hereon are assumed and refer to the North line of Phase II bearing N61°40'25"E.
3. Improvements lying within all common elements, such as, but not limited to, water meters, water lines, storm drains, sewer and sewer lines, walks, trees, and landscape features have not been shown.
4. C.E. denotes Common Element.
5. L.C.E. denotes Limited Common Element.
6. Common and Limited Common Elements are defined in the Declaration of Condominium.
7. Description of unit boundaries are defined in the Declaration of Condominium.
8. Date of Boundary Survey of Phases II through IX: 5/26/92.

CERTIFICATE OF SURVEYOR:

I, the undersigned Registered Land Surveyor, hereby certify that the construction of the improvements, including the units, common elements, limited common elements, landscaping, utility improvements, and other improvements shown on the Declaration of Condominium, PHASES IV, PHASES V, and PHASES VII, HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM, according to the Declaration of Condominium recorded in O.R. Book 874, Page 725, as amended, are substantially in accordance with the description of the location and dimensions of the improvements, including the units, common elements, limited common elements, landscaping, utility improvements, and other improvements, as shown on the Declaration of Condominium, PHASES IV, PHASES V, and PHASES VII, HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM, recorded in O.R. Book 874, Page 725, as amended, and that the identification of the improvements, including the units, common elements, limited common elements, landscaping, utility improvements, and other improvements, shown on the Declaration of Condominium, PHASES IV, PHASES V, and PHASES VII, HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM, recorded in O.R. Book 874, Page 725, as amended, is in accordance with the Declaration of Condominium, PHASES IV, PHASES V, and PHASES VII, HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM, recorded in O.R. Book 874, Page 725, as amended, and that the identification of the improvements, including the units, common elements, limited common elements, landscaping, utility improvements, and other improvements, shown on the Declaration of Condominium, PHASES IV, PHASES V, and PHASES VII, HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM, recorded in O.R. Book 874, Page 725, as amended, is in accordance with the Declaration of Condominium, PHASES IV, PHASES V, and PHASES VII, HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM, recorded in O.R. Book 874, Page 725, as amended.

I further certify that PHASES V and VII through IX are not substantially complete.

This certificate signed this 27th day of January, 1997, by the undersigned Professional Land Surveyor as made pursuant to the requirements of Section 718.10(4)(b), Florida Statutes.

DMK Group, Inc.

Warren A. Mc
Florida Certificate

DMK GROUP, INC.
ENGINEERS, SURVEYORS, PLANNERS
4315 MCCALL ROAD, ENGLEWOOD, FL
DMK JOB # 92-1581
SHEET 1 OF 7

(PHASES II THROUGH IX)

SECTION 22 - TWP 42S - RANG 20E
COUNTY OF CHARLOTTE, STATE OF FLORIDA

OVERALL DESCRIPTION

A portion of the South 200' of Tract 6 and all of Tract 7, said South 200' being more particularly described as a 200' wide strip of land running from Gulf of Mexico to Gasparilla Sound having for its southerly boundary the southerly line of Tract 6 and the southerly line of Tract 7 and having for its northerly boundary a line parallel to and 200' wide from the southerly line of Tract 6 and the southerly boundary of Tract 6, GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida, also known as:

PHASES II through IX Hideaway Bay Beach Club, A Condominium as recorded in Condominium Book 2, Page 94, Public Records of Charlotte County, Florida. PHASES II through IX being further described as follows:

PHASE II

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run South 81°40'25" West along said South line of Tract 7, 55.87' to its intersection with the State of Florida Coastal Continuation Control Line as approved January 6, 1977; thence leaving said South line, run North 29°23'27" West along said Coastal Continuation Control Line, 546.10' thence leaving said line, run North 61°40'25" East, 419.39' to the Point of Beginning of Phase II; thence South 61°40'25" East, 224.86'; thence South 71°51'00" East, 171.44'; thence South 311°25'00" West, 187.78'; thence North 82°44'59" West, 310.30' to the Point of Beginning.

PHASE III

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run South 81°40'25" West along said South line of Tract 7, 55.87' to its intersection with the State of Florida Coastal Continuation Control Line as approved January 6, 1977; thence leaving said South line, run North 29°23'27" West along said Coastal Continuation Control Line, 546.10' thence leaving said line, run North 61°40'25" East, 353.51'; thence South 28°19'35" East, 44.17' to the Point of Beginning of Phase III; thence South 25°49'33" East, 61.35'; thence South 69°45'00" East, 33.90'; thence South 103°55'48" East, 190.19' to the Point of Beginning of Phase III; thence run along the arc of said curve having a radius of 150' and a central angle of 175°48'19", 45.05'; thence North 48°07'07" East, 75.07'; thence North 65°29'43" East, 31.65' to a point, lying on the arc of a curve to the right whose center bears North 48°07'07" East, 31.65' to the Point of Beginning of Phase III; thence run in a general Northwesterly direction, along the arc of said curve, having a radius of 400' and a central angle of 130°, 137.77'; thence run North 76°09'06" East, 119.47' to the Point of Curvature of a curve to the left; thence run in a general Westwardly direction, along the arc of said curve, having a radius of 70' and a central angle of 77°08'01", 34.07' to the Point of Beginning.

PHASE IV

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 81°40'25" East along said South line of Tract 7, 55.87'; thence run South 81°40'25" West, 127.02' to a point, lying on the arc of a curve to the left whose center bears South 81°40'25" West, 127.02'; thence run in a general Northwesterly direction, along the arc of said curve, having a radius of 150' and a central angle of 58°13'36", 135.33'; thence North 43°07'19" East, 57.29'; thence North 66°20'43" East, 59.95'; thence South 41°27'23" East, 108.69' to the Point of Curvature of a curve to the right; thence run in a general Southwesterly direction, along the arc of said curve, having a radius of 115' and a central angle of 44°03'16", 89.76' to the Point of Beginning.

PHASE V

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 81°40'25" East along said South line of Tract 7, 55.87'; thence run South 81°40'25" West, 54.69' to the Point of Beginning of Phase V; thence said point lying on the arc of a curve to the right whose center bears South 23°59'13" East, 110'; thence run in a general Eastwardly direction along the arc of said curve, having a radius of 150' and a central angle of 107°02'48", 46.60'; thence run North 81°40'25" East, 171.74' to the Point of Beginning of Phase V; thence run in a general Northwesterly direction, along the arc of said curve, having a radius of 190' and a central angle of 20°10'35", 46.90'; thence run North 48°30'00" West, along a radial line, 95.70'; thence South 61°40'25" West, 174.60'; thence South 152°10'10" East, 103.17' to the Point of Beginning.

PHASE VI

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 81°40'25" East along said South line of Tract 7, 55.87'; thence run South 81°40'25" West, 127.02' to a point, lying on the arc of a curve to the left whose center bears South 81°40'25" West, 127.02'; thence run in a general Northwesterly direction, along the arc of said curve, having a radius of 150' and a central angle of 58°13'36", 135.33'; thence North 43°07'19" East, 57.29'; thence North 66°20'43" East, 59.95'; thence South 41°27'23" East, 108.69' to the Point of Curvature of a curve to the right; thence run in a general Southwesterly direction, along the arc of said curve, having a radius of 115' and a central angle of 44°03'16", 89.76' to the Point of Beginning.

PHASE VII

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 81°40'25" East along said South line of Tract 7, 55.87'; thence run South 81°40'25" West, 127.02' to a point, lying on the arc of a curve to the left whose center bears South 81°40'25" West, 127.02'; thence run in a general Northwesterly direction, along the arc of said curve, having a radius of 150' and a central angle of 58°13'36", 135.33'; thence North 43°07'19" East, 57.29'; thence North 66°20'43" East, 59.95'; thence South 41°27'23" East, 108.69' to the Point of Curvature of a curve to the right; thence run in a general Southwesterly direction, along the arc of said curve, having a radius of 115' and a central angle of 44°03'16", 89.76' to the Point of Beginning.

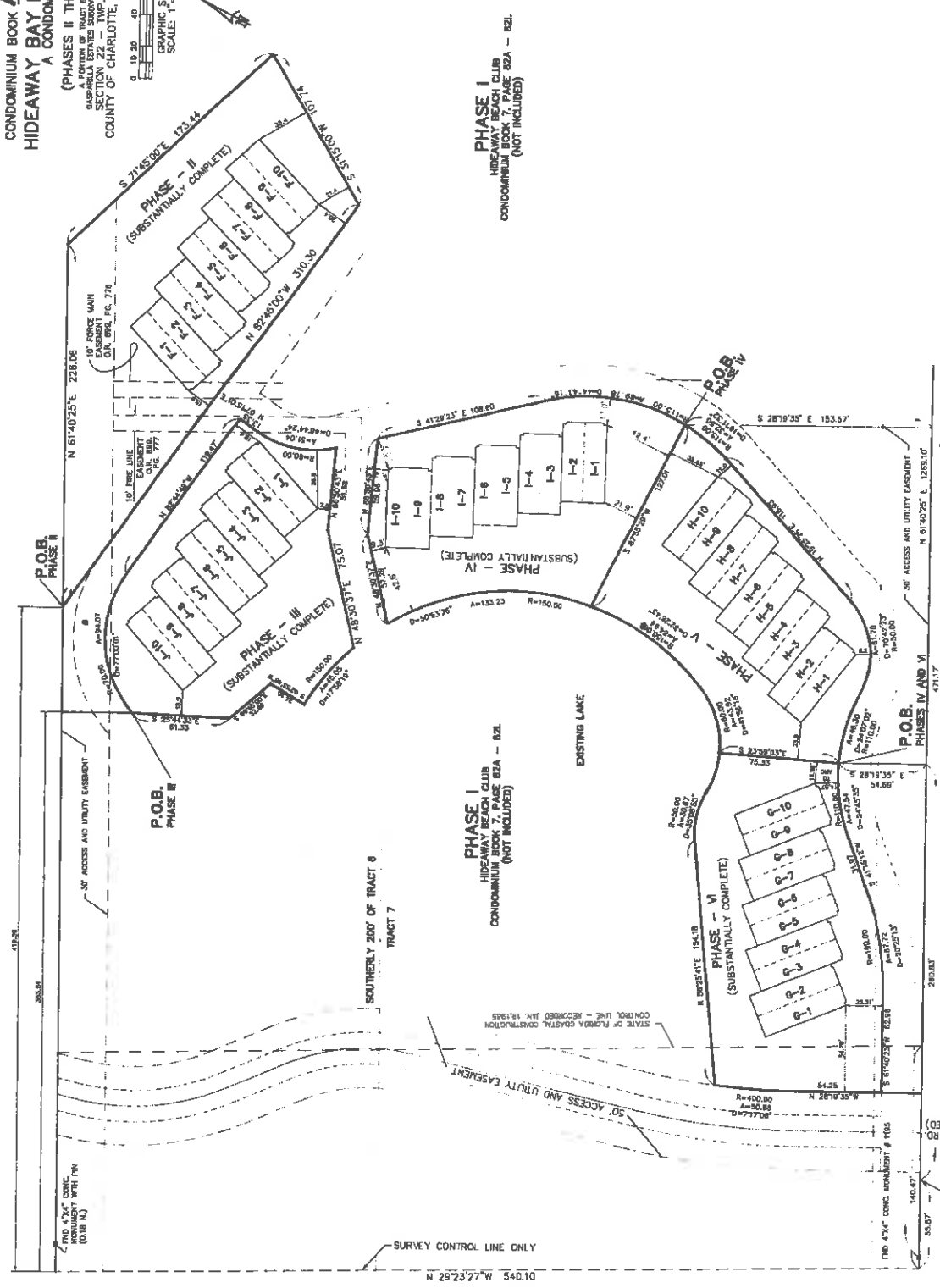
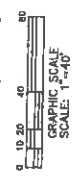
PHASE VIII

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 81°40'25" East along said South line of Tract 7, 55.87'; thence run South 81°40'25" West, 127.02' to a point, lying on the arc of a curve to the left whose center bears South 81°40'25" West, 127.02'; thence run in a general Northwesterly direction, along the arc of said curve, having a radius of 150' and a central angle of 58°13'36", 135.33'; thence North 43°07'19" East, 57.29'; thence North 66°20'43" East, 59.95'; thence South 41°27'23" East, 108.69' to the Point of Curvature of a curve to the right; thence run in a general Southwesterly direction, along the arc of said curve, having a radius of 115' and a central angle of 44°03'16", 89.76' to the Point of Beginning.

PHASE IX

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 81°40'25" East along said South line of Tract 7, 55.87'; thence run South 81°40'25" West, 127.02' to a point, lying on the arc of a curve to the left whose center bears South 81°40'25" West, 127.02'; thence run in a general Northwesterly direction, along the arc of said curve, having a radius of 150' and a central angle of 58°13'36", 135.33'; thence North 43°07'19" East, 57.29'; thence North 66°20'43" East, 59.95'; thence South 41°27'23" East, 108.69' to the Point of Curvature of a curve to the right; thence run in a general Southwesterly direction, along the arc of said curve, having a radius of 115' and a central angle of 44°03'16", 89.76' to the Point of Beginning.

(PHASES II THROUGH VI)
 GASPAR'S HIDEAWAY CLUB
 SECTION 22 - TWP 42S - R9G 20E
 COUNTY OF CHARLOTTE, STATE OF FLORIDA



PHASE I
 HIDEAWAY BEACH CLUB
 CONDOMINIUM BOOK 7, PAGE 82A - 82L
 (NOT INCLUDED)

PHASE I
 HIDEAWAY BEACH CLUB
 CONDOMINIUM BOOK 7, PAGE 82A - 82L
 (NOT INCLUDED)

(PHASE II THOUGH IX)

A PORTION OF TRACT 8 AND TRACT 7,
GASPARILLA STATES RESORT, P.L. 2, P. 24
SECTION 22, T15N, R23E - RMC.20E,
COUNTY OF CHARLOTTE, STATE OF FLORIDA



PRO. 4"X4" CONC.
MONUMENT WITH CAP
(0.15' R.)

N 61°40'25" E 210.90'

30' ACCESS AND UTILITY EASEMENT

S 71°45'00" E 173.44'

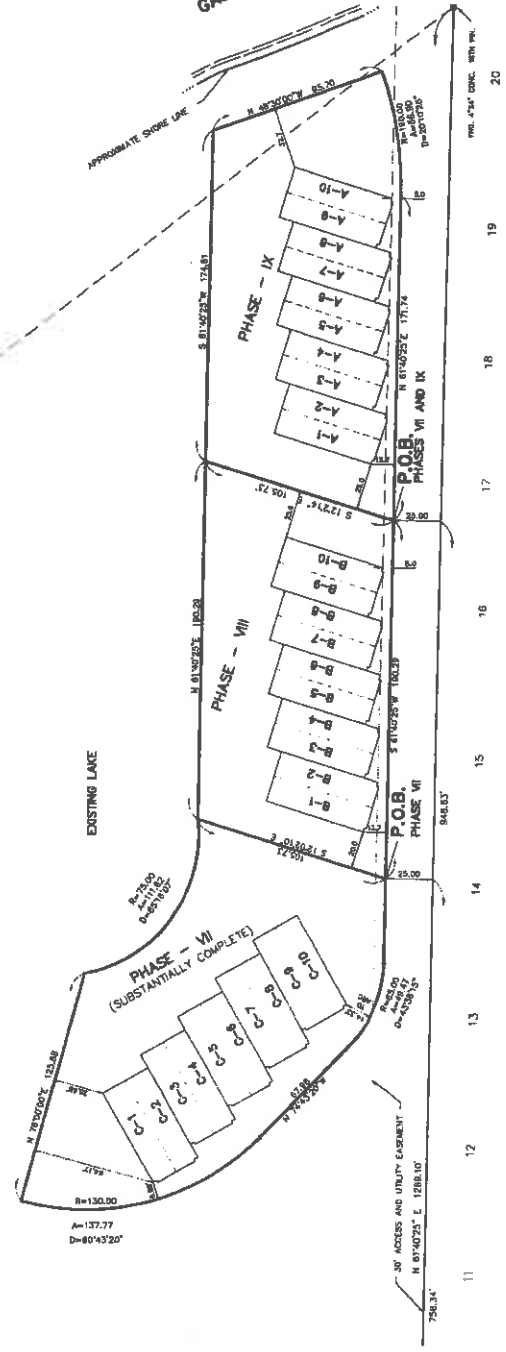
S 66°51'04" E 690.25'
SURVEY CONTROL LINE

SOUTHERLY 200' OF TRACT 8
TRACT 7

PHASE I
HIDEAWAY BEACH CLUB
CONDOMINIUM (BOOK 7, PAGE 82A - 82L
(NOT INCLUDED)

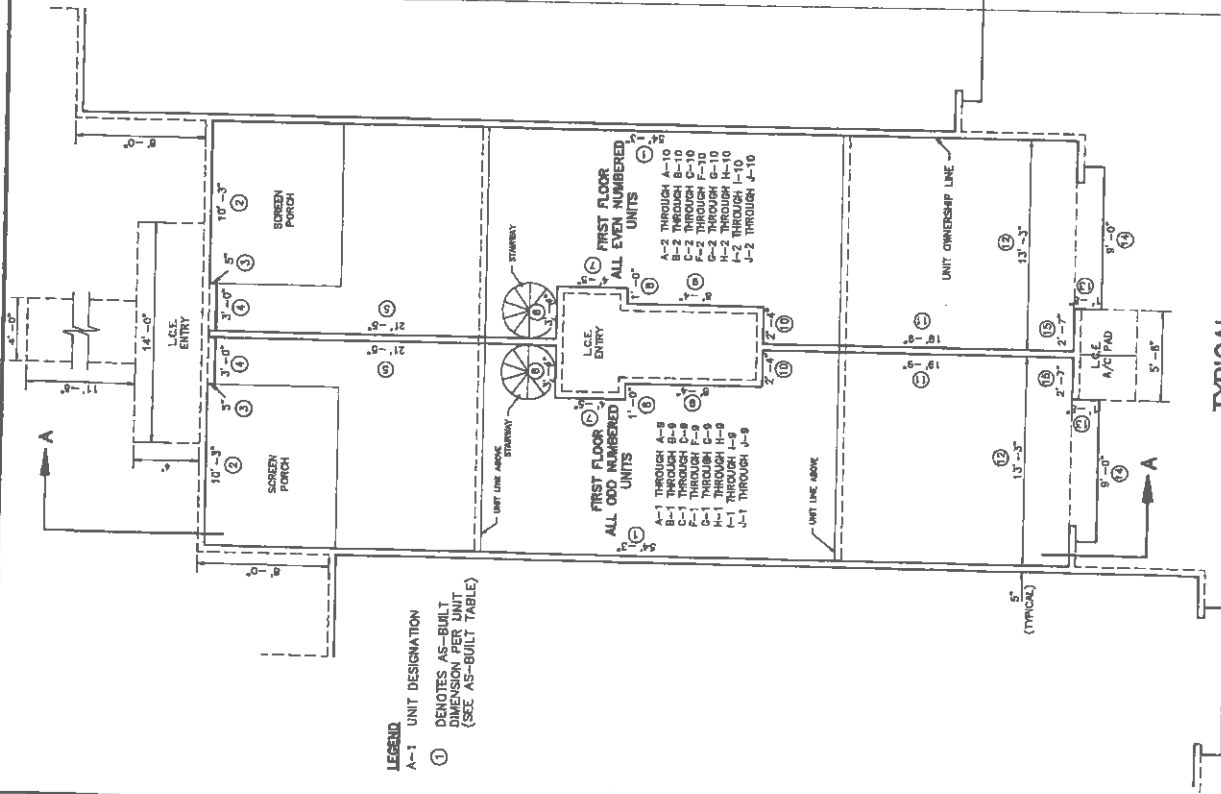
EXISTING LAKE

GASPARILLA SOUND

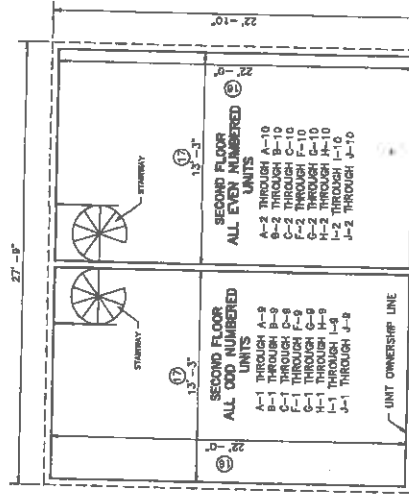


GASPAR'S HIDEAWAY UNIT ONE
PLAT BOOK 15, PAGE 2.

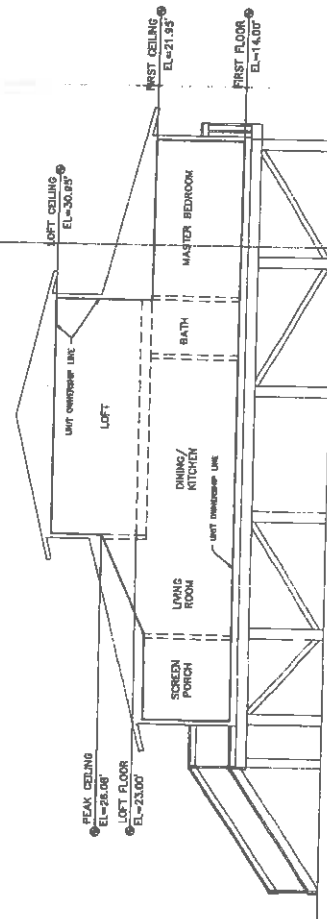
LEGEND
A-1 UNIT DESIGNATION
① DENOTES AS-BUILT
DIMENSION PER UNIT
(SEE AS-BUILT TABLE)



TYPICAL
GRAPHIC UNIT DESCRIPTION
(FIRST FLOOR)
SCALE: 3/16"=1'-0"



TYPICAL
GRAPHIC UNIT DESCRIPTION
(LOFT)
SCALE: 3/16"=1'-0"

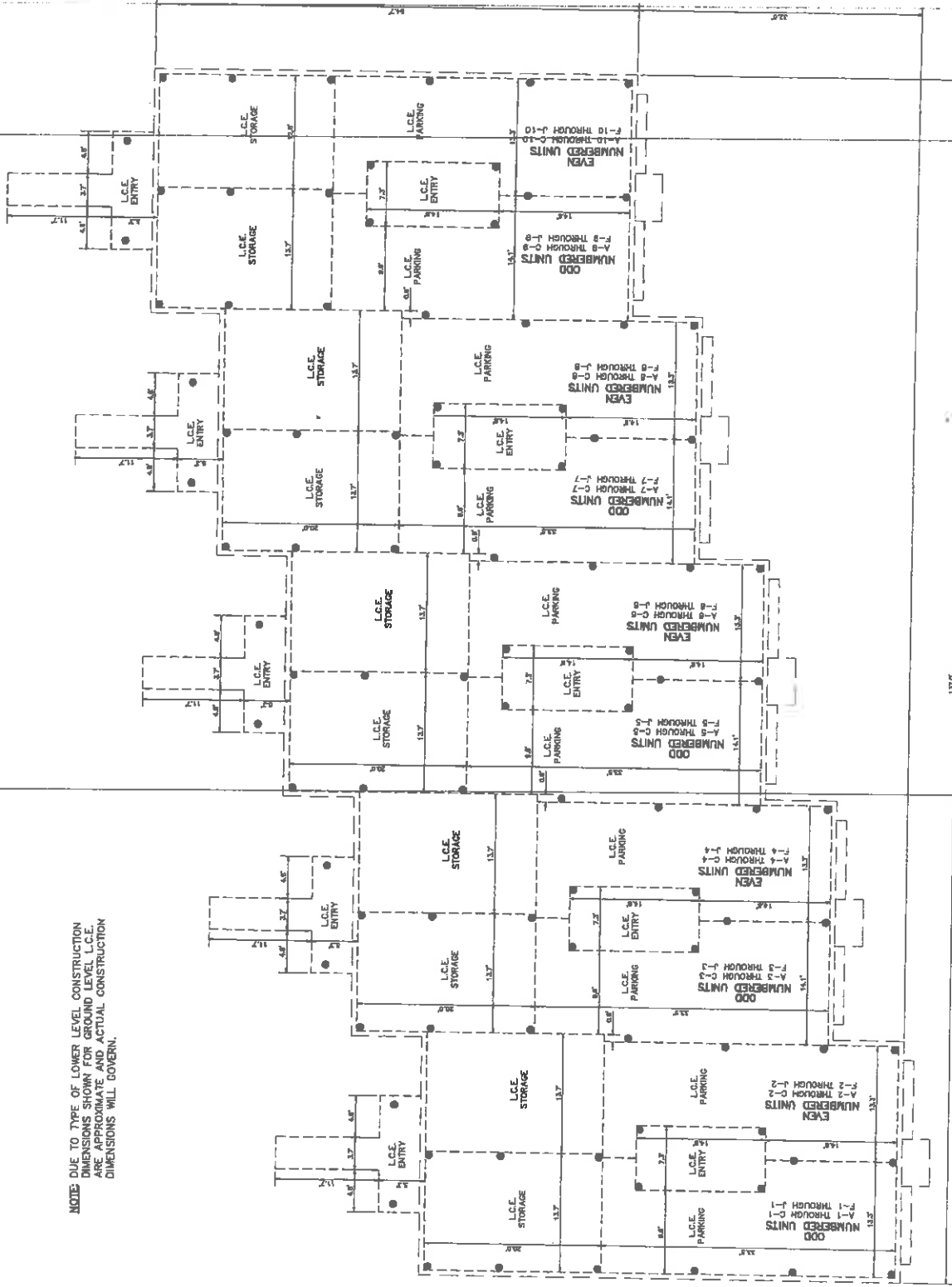


TYPICAL SECTION A-A
SCALE: 1/8"=1'-0"

CONDOMINIUM BOOK **10** PAGE **13F**
HIDEAWAY BAY BEACH CLUB,
 A CONDOMINIUM

(PHASES II THROUGH IX)
 A PORTION OF TRACTS 16 AND TRACT 7,
 CASAPARILLA ESTATES SUBDIVISION, P.B. & P.S. 84
 SECTION 22 -- TWP. 42S.--RNG. 20E.
 COUNTY OF CHARLOTTE, STATE OF FLORIDA

NOTE: DUE TO TYPE OF LOWER LEVEL CONSTRUCTION
 DIMENSIONS SHOWN FOR GROUND LEVEL L.C.E.
 ARE APPROXIMATE AND ACTUAL CONSTRUCTION
 DIMENSIONS WILL GOVERN.



(PHASES II THROUGH IX)
A PORTION OF TRACT 6 AND TRACT 7
GASPARILLA ESTATES SUBDIVISION, P.B. 3 Pg. 94
SECTION 22 - TWP 42S - R1NG 20E
COUNTY OF CHARLOTTE, STATE OF FLORIDA

| PHASE | | AS-BUILT DIMENSIONS | | | | | | | | | | | | | | | | AS-BUILT ELEVATIONS | | | | | |
|---------------|-----|---------------------|-------|-------|------|------|-------|------|------|------|------|------|-------|-------|------|------|------|---------------------|-------------|--------------|------------|---------|-------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | FIRST FLOOR | SECOND FLOOR | PEAK FLOOR | CEILING | |
| BUILDING F | II | F-1 | 54.4' | 10.2' | 0.5' | 3.1' | 21.8' | 3.4' | 5.4' | 1.0' | 8.4' | 2.3' | 18.8' | 13.2' | 1.7' | 8.0' | 2.3' | 18.8' | 13.1' | 22.1' | 23.2' | 26.0' | 31.2' |
| | | F-2 | 54.4' | 10.1' | 0.5' | 3.1' | 21.8' | 3.3' | 5.3' | 1.0' | 8.4' | 2.3' | 18.8' | 13.1' | 1.7' | 8.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.0' | 31.2' |
| | | F-3 | 54.3' | 10.0' | 0.5' | 3.1' | 21.8' | 3.3' | 5.4' | 1.0' | 8.4' | 2.4' | 18.8' | 13.2' | 1.7' | 8.0' | 2.6' | 23.0' | 13.1' | 22.1' | 23.2' | 26.0' | 31.2' |
| | | F-4 | 54.3' | 10.0' | 0.5' | 3.1' | 21.8' | 3.4' | 5.4' | 1.0' | 8.4' | 2.3' | 18.8' | 13.2' | 1.7' | 8.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.0' | 31.2' |
| | | F-5 | 54.3' | 10.1' | 0.5' | 3.0' | 21.8' | 3.3' | 5.3' | 1.0' | 8.4' | 2.5' | 18.8' | 13.2' | 1.7' | 8.0' | 2.7' | 23.0' | 13.2' | 22.1' | 23.2' | 26.1' | 31.3' |
| | | F-6 | 54.3' | 10.1' | 0.5' | 3.1' | 21.8' | 3.3' | 5.3' | 1.0' | 8.4' | 2.5' | 18.9' | 13.1' | 1.7' | 8.0' | 2.6' | 23.0' | 13.2' | 22.2' | 23.3' | 26.1' | 31.3' |
| | | F-7 | 54.4' | 10.1' | 0.5' | 3.1' | 21.8' | 3.3' | 5.3' | 1.0' | 8.4' | 2.3' | 18.8' | 13.2' | 1.7' | 8.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.0' | 31.3' |
| | | F-8 | 54.4' | 10.1' | 0.5' | 3.1' | 21.8' | 3.3' | 5.3' | 1.0' | 8.5' | 2.3' | 18.8' | 13.2' | 1.7' | 8.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.0' | 31.3' |
| | | F-9 | 54.4' | 10.1' | 0.5' | 3.1' | 21.8' | 3.3' | 5.4' | 1.0' | 8.5' | 2.3' | 18.8' | 13.2' | 1.7' | 8.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.0' | 31.2' |
| | | F-10 | 54.4' | 10.1' | 0.3' | 3.1' | 21.8' | 3.3' | 5.4' | 1.0' | 8.5' | 2.5' | 19.0' | 13.2' | 1.7' | 8.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.0' | 31.2' |
| BUILDING J | III | J-1 | 54.0' | 10.6' | 0.4' | 3.0' | 21.5' | 3.3' | 4.5' | 1.0' | 8.0' | 2.3' | 18.6' | 13.2' | 1.7' | 7.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-2 | 54.0' | 10.5' | 0.4' | 3.0' | 21.5' | 3.4' | 4.5' | 1.0' | 8.0' | 2.3' | 18.6' | 13.2' | 1.7' | 7.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-3 | 54.0' | 10.5' | 0.4' | 3.0' | 21.5' | 3.4' | 4.5' | 1.0' | 8.0' | 2.3' | 18.6' | 13.2' | 1.7' | 7.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-4 | 54.0' | 10.5' | 0.4' | 3.0' | 21.5' | 3.4' | 4.5' | 1.0' | 8.0' | 2.3' | 18.6' | 13.2' | 1.7' | 7.0' | 2.7' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-5 | 54.0' | 10.6' | 0.4' | 3.0' | 21.5' | 3.3' | 4.5' | 1.0' | 8.0' | 2.3' | 18.7' | 13.2' | 1.7' | 7.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-6 | 54.0' | 10.6' | 0.4' | 3.0' | 21.5' | 3.3' | 4.5' | 1.0' | 8.0' | 2.3' | 18.6' | 13.2' | 1.7' | 7.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-7 | 54.0' | 10.5' | 0.4' | 3.0' | 21.5' | 3.3' | 4.5' | 1.0' | 8.0' | 2.3' | 18.6' | 13.2' | 1.7' | 7.0' | 2.7' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-8 | 54.0' | 10.5' | 0.4' | 3.0' | 21.5' | 3.4' | 4.5' | 1.0' | 8.0' | 2.4' | 18.6' | 13.2' | 1.7' | 7.0' | 2.7' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-9 | 54.0' | 10.5' | 0.4' | 3.0' | 21.5' | 3.4' | 4.5' | 1.0' | 8.0' | 2.3' | 18.6' | 13.2' | 1.7' | 7.0' | 2.7' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |
| | | J-10 | 54.0' | 10.5' | 0.4' | 3.0' | 21.5' | 3.3' | 4.5' | 1.0' | 8.0' | 2.3' | 18.6' | 13.2' | 1.7' | 7.0' | 2.6' | 23.0' | 13.2' | 22.1' | 23.2' | 26.3' | 31.3' |

| PHASE | UNIT | | AS-BUILT DIMENSIONS | | | | | | | | | | | | | | | | AS-BUILT ELEVATIONS | | | | PHASE | UNIT | AS-BUILT DIMENSIONS | | | | | | | | | | | | | | | | AS-BUILT ELEVATIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------|------|-------|---------------------|------|------|-------|------|------|------|------|------|-------|-------|------|------|------|-------|-------------|---------------------|------------|---------|-------------|-------|------|---------------------|------------|---------|-------------|---------|------------|---------|---|---|----|----|----|----|----|----|----|---------------------|-------------|---------|------------|---------|------------|------------|---------|------------|------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | FIRST FLOOR | CEILING | PEAK FLOOR | CEILING | FIRST FLOOR | | | CEILING | PEAK FLOOR | CEILING | FIRST FLOOR | CEILING | PEAK FLOOR | CEILING | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IV BUILDING | I-1 | 54.1' | 10.3' | 0.4' | 3.0' | 21.6' | 3.3' | 5.1' | 1.0' | 8.3' | 2.4' | 18.6' | 13.2' | 2.0' | 7.0' | 2.8' | 23.1' | 13.1' | 14.1' | 22.1' | 23.1' | 26.1' | 31.2' | H-1 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | FIRST FLOOR | CEILING | LOFT FLOOR | CEILING | LOFT FLOOR | PEAK FLOOR | CEILING | LOFT FLOOR | PEAK FLOOR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | I-2 | 54.1' | 10.3' | 0.4' | 3.0' | 21.6' | 3.3' | 5.1' | 1.0' | 8.4' | 2.5' | 18.8' | 13.2' | 2.0' | 7.0' | 2.9' | 23.1' | 13.2' | 14.1' | 22.1' | 23.1' | 26.1' | 31.2' | H-2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| PHASE | AS-BUILT DIMENSIONS | | | | | | | | | | | | | | | | AS-BUILT ELEVATIONS | | | | | |
|-----------------|---------------------|---------------------|-------|------|------|-------|------|------|------|------|------|-------|-------|------|------|------|---------------------|---------------------|--------------|------------|---------|-------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | FIRST FLOOR | SECOND FLOOR | PEAK FLOOR | CEILING | | |
| BUILDING VI | G-1 | 54.4' | 10.1' | 0.5' | 3.0' | 21.5' | 3.0' | 3.5' | 1.0' | 8.4' | 2.2' | 18.7' | 13.2' | 1.8' | 9.0' | 2.6' | 23.1' | 13.2' | 14.2' | 22.3' | 23.4' | 26.3' |
| | G-2 | 54.4' | 10.2' | 0.5' | 3.0' | 21.6' | 3.0' | 3.4' | 1.0' | 8.4' | 2.2' | 18.7' | 13.2' | 1.8' | 9.0' | 2.6' | 23.0' | 13.1' | 14.2' | 22.3' | 23.4' | 26.3' |
| | G-3 | 54.3' | 10.2' | 0.5' | 3.0' | 21.5' | 3.0' | 3.4' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.1' | 2.6' | 23.0' | 13.2' | 14.3' | 22.3' | 23.4' | 26.3' |
| | G-4 | 54.4' | 10.1' | 0.5' | 3.0' | 21.5' | 3.3' | 3.4' | 1.0' | 8.4' | 2.2' | 18.6' | 13.2' | 1.8' | 9.1' | 2.6' | 23.0' | 13.2' | 14.3' | 22.3' | 23.4' | 26.3' |
| | G-5 | 54.4' | 10.1' | 0.5' | 3.0' | 21.5' | 3.3' | 3.5' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.0' | 2.6' | 23.0' | 13.2' | 14.3' | 22.3' | 23.4' | 26.3' |
| BUILDING V | G-6 | 54.4' | 10.1' | 0.5' | 3.0' | 21.4' | 3.3' | 3.4' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.0' | 2.6' | 23.0' | 13.2' | 14.3' | 22.3' | 23.4' | 26.3' |
| | G-7 | 54.4' | 10.1' | 0.5' | 3.0' | 21.4' | 3.3' | 3.4' | 1.0' | 8.4' | 2.2' | 18.6' | 13.2' | 1.8' | 9.0' | 2.6' | 23.0' | 13.2' | 14.3' | 22.3' | 23.4' | 26.3' |
| | G-8 | 54.4' | 10.1' | 0.5' | 3.0' | 21.4' | 3.4' | 3.4' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.1' | 2.6' | 23.1' | 13.2' | 14.3' | 22.3' | 23.4' | 26.3' |
| | G-9 | 54.4' | 10.2' | 0.5' | 3.0' | 21.5' | 3.4' | 3.4' | 1.0' | 8.4' | 2.3' | 18.7' | 13.2' | 1.8' | 9.2' | 2.6' | 23.1' | 13.2' | 14.3' | 22.3' | 23.4' | 26.3' |
| | G-10 | 54.4' | 10.2' | 0.5' | 3.0' | 21.5' | 3.2' | 3.5' | 1.0' | 8.4' | 2.2' | 18.6' | 13.2' | 1.8' | 9.0' | 2.6' | 23.0' | 13.2' | 14.3' | 22.3' | 23.4' | 26.3' |
| PHASE | UNIT | AS-BUILT DIMENSIONS | | | | | | | | | | | | | | | | AS-BUILT ELEVATIONS | | | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | FIRST FLOOR | SECOND FLOOR | PEAK FLOOR | CEILING | |
| BUILDING VII | C-1 | 54.4' | 10.5' | 0.5' | 3.0' | 21.8' | 3.4' | 3.4' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| | C-2 | 54.4' | 10.4' | 0.5' | 3.0' | 21.8' | 3.4' | 3.4' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| | C-3 | 54.4' | 10.8' | 0.5' | 3.0' | 21.8' | 3.4' | 3.4' | 1.0' | 8.4' | 2.4' | 19.8' | 13.2' | 1.8' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| | C-4 | 54.5' | 10.8' | 0.5' | 3.0' | 21.7' | 3.4' | 3.4' | 1.0' | 8.4' | 2.4' | 19.8' | 13.2' | 1.9' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| | C-5 | 54.5' | 10.8' | 0.5' | 3.0' | 21.6' | 3.4' | 3.4' | 1.0' | 8.4' | 2.3' | 18.8' | 13.2' | 1.9' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| BUILDING C | C-6 | 54.5' | 10.5' | 0.5' | 3.0' | 21.6' | 3.4' | 3.4' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| | C-7 | 54.5' | 10.5' | 0.5' | 3.0' | 21.6' | 3.4' | 3.4' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| | C-8 | 54.5' | 10.6' | 0.5' | 3.0' | 21.6' | 3.4' | 3.4' | 1.0' | 8.4' | 2.4' | 18.6' | 13.2' | 1.8' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| | C-9 | 54.5' | 10.6' | 0.5' | 3.0' | 21.6' | 3.4' | 3.4' | 1.0' | 8.4' | 2.4' | 18.6' | 13.2' | 1.8' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |
| | C-10 | 54.5' | 10.6' | 0.5' | 3.0' | 21.6' | 3.4' | 3.4' | 1.0' | 8.4' | 2.3' | 18.6' | 13.2' | 1.8' | 9.0' | 2.7' | 23.0' | 13.2' | 14.3' | 22.3' | 23.2' | 26.1' |

| PHASE | UNIT | AS-BUILT DIMENSIONS | | | | | | | | | | | | | | | | AS-BUILT ELEVATIONS | | | |
|-------|------|---------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|---------------------|--------------|------------|---------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | FIRST FLOOR | SECOND FLOOR | PEAK FLOOR | CEILING |
| VIII | B-1 | | | | | | | | | | | | | | | | | | | | |
| | B-2 | | | | | | | | | | | | | | | | | | | | |
| | B-3 | | | | | | | | | | | | | | | | | | | | |
| | B-4 | | | | | | | | | | | | | | | | | | | | |
| | B-5 | | | | | | | | | | | | | | | | | | | | |
| | B-6 | | | | | | | | | | | | | | | | | | | | |
| | B-7 | | | | | | | | | | | | | | | | | | | | |
| | B-8 | | | | | | | | | | | | | | | | | | | | |
| | B-9 | | | | | | | | | | | | | | | | | | | | |
| | B-10 | | | | | | | | | | | | | | | | | | | | |



**FIRST AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

**OF
HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC.
(A Not For Profit Corporation)**

**ARTICLE 1
NAME**

The name of this corporation shall be HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be herein referred to as the "Association".

**ARTICLE 2
PURPOSE**

The purpose of the Association shall be the "Association" as said term is defined in the Florida Condominium Act, Florida Statutes, Chapter 718, as same may be amended from time to time, (the "Condominium Act"), for Hideaway Bay Beach Club, a Condominium, which condominium was created by the recordation by Radnor/Gasparilla Corporation, a Delaware Corporation ("Developer") of the Declaration of Condominium for Hideaway Bay Beach Club, a condominium, as same may be amended from time to time (the "Declaration"), and as such the Association shall operate the Condominium and perform all of the functions assigned to the Association by the Condominium Act and the Declaration.

**ARTICLE 3
POWERS AND DUTIES**

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 not inconsistent with the Condominium Act.

2. The Association shall have all of the powers and duties set forth in the Declaration and these Articles of Incorporation not inconsistent with the Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as Unit Owners to defray costs, expenses and losses of the Condominium, provided however, the Association shall not charge any fee against a Unit Owner for the use of common elements or Association property unless such use in the subject of a lease between the Association and the Unit Owner.

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

- c. The maintenance, repair, replacement and operation of the Condominium Property.
 - d. The purchase of insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners, as provided in the Condominium Act.
 - e. The construction of improvements after casualty and the improvement of the property.
 - f. To make and amend reasonable regulations respecting the use of the property in the Condominium.
 - g. To approve or disapprove the transfer, mortgage and ownership and leasing for longer than thirty (30) days of Units as may be provided by the Declaration and the Bylaws.
 - h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the Condominium.
 - i. To contract for the management of the Condominium wherein said manager is to assist the Board in the management of the Condominium where such assistance does not contravene the Declaration, the Condominium Act and the Florida Not-for-Profit Corporation Act, Chapter 617, Florida Statutes.
 - j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation.
 - k. To employ personnel to perform the services required for the proper operation of the Condominium.
3. The Association has the power to acquire title to property and otherwise hold property for the use and benefit of its members.
4. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration and the Bylaws.
5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.
6. The Association shall have the duty to maintain official records as set forth in the Condominium Act.

ARTICLE 4 MEMBERS

1. The members of the Association shall consist of all of the record Owners of a present vested interest in an Unit in the Condominium; and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

2. After receiving approval of the Association as required by the Declaration, change of membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a record title to an Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4. Owners of each Unit shall collectively be entitled to one (1) voting interest. If a Unit is owned by more than one person, then the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the secretary of the Corporation, in writing, signed under oath by members with a present interest in an Unit and shall state:

a. The respective percentage interest of every person (as recorded in the Public Records of Charlotte County, Florida) owning a vested present interest in the fee title of the Unit in which the affiant owns an interest.

b. Which one of the Owners of an Unit in which the affiant owns a voting interest is to represent all of the Owners of that Unit at membership meetings and cast the vote to which they are entitled. The person so designated by the person owning the majority present interest in an Unit shall be known as the Voting Member and shall be the only member owning a voting interest in that Unit eligible to cast the vote for said Unit at membership meetings. The person designated as the Voting Member may continue to cast the binding vote for all members owning a voting interest in the Unit in which he owns an interest until such time as another person is properly designated as the Voting Member by those members owning the majority present interest by a similar written statement filed with the secretary.

ARTICLE 5 DIRECTORS

The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors. Only Members may serve as Directors, non-members may serve as Directors by amending Bylaws to allow a non-member to serve as a Director. Directors shall be elected annually by the members at a meeting to be held the second Tuesday in March of each year as provided in the Bylaws.

ARTICLE 6 OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 7 INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him, to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE 8 BYLAWS

The Bylaws of the Association have been adopted by the initial Board of Directors and may be altered, amended or rescinded by affirmative vote of not less than 60% of Board of Directors and by affirmative vote of not less than 60% of the voting interests, or as otherwise provided by the Bylaws.

ARTICLE 9 AMENDMENTS

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

1. Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each member at least fourteen (14) days prior to the meeting.

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and members may vote at meetings either in person or by proxy.

a. Such approvals must be by not less than two thirds of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or

b. By not less than two thirds of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting interests of members, or any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration. This provision shall not prevent amendments to the Declaration in the manner provided therein.

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

ARTICLE 10 TERM

The term of the Association shall be perpetual.

ARTICLE 11

REGISTERED AGENT

Registered Office Address and Name of Registered Agent. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.



**FIRST AMENDED AND RESTATED BYLAWS
OF
HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC.**

1. Identity. These are the First Amended and Restated Bylaws of HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., hereafter called the "Association", a corporation, not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a Condominium pursuant to Chapter 718, Florida Statutes (2017) (the "Condominium Act"), which Condominium is identified by the name HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM, and is located upon the lands in Charlotte County, Florida described in Article III of the Declaration of Condominium of HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM (the "Declaration").

A. The office of the Association shall be at such place as the Board of Directors may designate from time to time.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association will bear the name of the Association, the word "Florida", the words "Corporation Not-For-Profit," and the year of incorporation.

2. Members' Meetings. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners, or their authorized representatives at any reasonable time. The Association shall maintain official records as provided in the Condominium Act.

A. The annual members' meeting shall be held at the office of the Association at the Caretaker's Office, on a date to be determined by the Board of Directors, but not less than thirteen (13) months from the date of the last Annual Meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

B. Special members' meetings shall be held whenever called by the president or vice-president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from not less than twenty-five percent (25%) of the voting interests of the Association.

C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the president, vice-president or secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Notice on the annual meeting shall also be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual

meeting. Notice of meetings may be waived before meetings, but unless a Unit Owner waives in writing the right to receive notice of the annual meetings by mail, the notice of the annual meetings shall be sent by mail to each Unit Owner. An officer of the Association shall provide an affidavit to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with the Condominium Act, to each Unit Owner at the address last furnished to the Association. However, notwithstanding the above, notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

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

E. Owners of each Unit shall collectively be entitled to one (1) voting interest, and the person entitled to such voting interest shall be determined as follows:

A statement must be filed with the secretary of the Association, in writing, signed under oath by members with a present interest in an Unit and shall state:

(1) The respective percentage interest of every person (as recorded in the Public Records of Charlotte County, Florida) owning a vested present interest in the fee title of the Unit in which the affiant owns an interest.

(2) Which one of the Owners of the Unit in which the affiant owns an voting interest is to represent all of the Owners of that Unit at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a Unit shall be known as having the voting interest and shall be the only member owning an interest in that Unit eligible to cast the voting interest for said Unit at membership meetings. The person designated as having the voting interest may continue to cast the binding vote for all members owning an interest in the Unit in which he owns an interest until such time as another person is properly designated as having the voting interest by those members owning the majority present interest by a similar written statement filed with the secretary.

(3) There shall not be more than one (1) voting interest at any one time and each may cast one (1) vote. A corporation, or any individual with an interest in more than one Unit, may be designated as having the voting interest for each Unit in which he or it owns an interest. Failure by members of an Unit to file such statement under oath with the secretary prior to a members' meeting will result in depriving the members with an interest in such Unit of a vote at such meeting.

F. Votes may be cast in person or by proxy. A proxy may be given by any person entitled to have a voting interest and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof and must be filed with the secretary before

the appointed time of the meeting or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. A proxy, to be valid, must contain at least all of the following information: (1) the name of the Member voting by proxy; (2) the name of the person authorized to vote the proxy; (3) the date the proxy was given; (4) the date, time and place of the meeting for which the proxy is given; (5) if a limited proxy, those items which the holder of the proxy may vote, in the manner in which the vote is cast; and (6) whether the proxy expressly provides for appointment of a substitute.

G. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The Membership may, at the discretion of the Board or as otherwise permitted by any Florida rule or statute which specifically provides for Membership action, act by written agreement in lieu of meeting provided that written notice of the matter or matters to be determined by such Members is given to the Membership at the addresses and within the time period set forth in Paragraph 2 C hereof or is duly waived in accordance with such Paragraph. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on the Membership. Any such notice shall set forth a time period during which time a response may be made thereto.

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

- (1) Calling of the roll and certifying proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of inspectors of election.
- (7) Election of Directors.
- (8) Unfinished business.
- (9) New business (including consideration of the budget).
- (10) Adjournment.

The President of the Board of Directors shall preside at all meetings. In his absence, the Board shall designate the person to preside.

J. Disputes. Pursuant to the Condominium Act, there shall be voluntary binding arbitration of internal disputes which arise from the operation of the Association, any of the members, the Association and/or their agents or assigns, for those disputes which are required to be arbitrated pursuant to the Condominium Act. The arbitration shall be performed in accordance with rules and procedures promulgated by the Association and the Division of Florida Mobile Homes, Land Sales and Condominiums, and set forth in the Condominium Act, from time to time, and the result of such arbitration shall be binding upon all parties thereto.

3. Board of Directors.

A. BOARD OF DIRECTORS

(1) Number, Tenure and Qualifications. The affairs of the Association shall be governed by a Board not less than three nor more than seven directors, and shall be fixed at five until changed by adoption of a membership resolution. Commencing at the annual membership meeting in 1999, the terms of the Board of Directors shall be staggered. The three persons elected who receive the most votes shall serve two (2) years and two other elected directors shall serve one (1) year terms. Thereafter, all directors shall serve two year terms, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one year term to one or more directors positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.

(2) The election of Directors shall be held at the annual membership meeting in the following manner which shall apply in lieu of the Director election procedures under Chapter 718, Florida Statutes (2017).

(3) Any eligible person desiring to be a candidate may submit a self nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.

(4) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.

(5) There shall be no nominations from the floor on the date of the election.

(6) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). The votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by neutral party.

(7) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.

B. Vacancies on the Board. If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(1) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(2) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida, Land Sales, Condominium and Mobile homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Directors meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

C. Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Such notice of meeting shall be posted conspicuously on Condominium property at least 48 hours prior to the meeting, except in an emergency.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings of the Board shall be open to all Unit Owners, and adequate notice of all meetings, regular and special, shall be posted conspicuously on the Condominium Property at least 48 hours in advance, except in an emergency. A director may participate in a meeting through the use of telephone conference calls. When a telephone conference call is used, a telephone speaker phone shall be utilized so that directors and any members present in an open meeting may hear any discussion. Directors utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

A Director of the Association who is present at a meeting of its board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict

of interest.

F. 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) of the Directors. Except in an emergency, not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Any Director may waive notice of a meeting before the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

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

J. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if not, the president shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

K. The order of business at Directors' meeting shall be

- (1) Calling of roll.
- (2) Proof of due notice of meeting.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Election of officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

L. The Directors of the Association may select an Advisory Board consisting of three (3) members of the Association. The Advisory Board shall have no power or authority but shall offer the Directors suggestions and advice regarding the management of the affairs of the Association. The Advisory Board shall serve at the pleasure of the Directors of the Association.

M. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents 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. The powers of the Directors shall include, but shall not be limited to, the following:

(1) To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against owners to defray the costs of the Association. Special assessments may be levied by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. The special assessment may be payable in a single lump sum or by installments as determined by the Board.

(2) To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

(3) To Maintain the Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

(4) To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

(5) To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

(6) To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the Lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

(7) To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meaning.

(8) To Contract. The Directors may contract for management, maintenance, and operation of the Condominium.

(9) To Insure. The Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718, Florida Statutes (2017).

(10) To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

(11) To Hire and Discharge. The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

(12) To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced. The power of the Directors to bring suits and other proceedings is subject to the provisions of Article XXVI of the Declaration of Condominium.

(13) To Deal in Real and Personal Property and Borrow Money. Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, Leases, and other instruments by its officers and to purchase, own, Lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

(14) To Enter Into Contracts 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 which requires payment exceeding 5% of the gross budget (not including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, 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. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section. The Association may opt out of competitive bidding requirements, by a Unit Owner vote, in the manner provided by law.

(15) To Levy Fines. The Directors may, pursuant to Section 718.303, Florida Statutes (2017), impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

a. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

b. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified,

return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Unit. Said notice shall include:

- (i) A statement of the date, time, and place of the hearing;
- (ii) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

c. 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 Association. The hearing shall be held before a Committee which is comprised of three (3) Unit Owners, who are not Members of the Board of Directors, their spouses or other occupant of the Unit owned by a Director or their spouse. If the Committee does not agree with the fine, the fine may not be levied. 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 (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Unit.

(16) To Appoint Committees. The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association as defined in the Section 718.103(7), Florida Statutes (2017), shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

(17) To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

(18) To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominium which 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, provided that the Board may condition approval upon the Unit Owner's agreement to execute appropriate documentation regarding same.

(19) To Exercise Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2017), and Section 617.0303, Florida Statutes (2017).

a. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

b. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

c. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

d. The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

e. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

f. The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of an emergency pursuant to Section 718.112(2)(f)3., Florida Statutes (2017). The Board may adopt emergency assessments with such notice deemed practicable by the Board.

g. The Board may adopt emergency Rules and Regulations governing the use and occupancy of the units, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

h. Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

i. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

j. For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

(i) a state of emergency declared by local civil or law enforcement authorities;

(ii) a hurricane warning;

(iii) a partial or complete evacuation order;

(iv) federal or state "disaster area" status;

(v) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

(vi) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property.

(20) To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income. Borrowing money, pledging regular or special assessments and other personal property as collateral, and assigning collateral assessment collection rights, when required in connection with the operation, care, maintenance, repair, replacement or improvement of the condominium property; provided, however, the consent of at least two-thirds (2/3rd) of the voting interests present in person or by proxy at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of twenty-five percent (25%) of the annual budget of the Association, including reserves.

4. Officers. The executive officers of the Association shall be a president who shall be a Director; a vice-president, who shall be a Director; a secretary and treasurer. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

The officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors unless they shall be removed by a majority of the Board of Directors at any regular or special meeting of the Board duly called.

Any officer may resign as officer at any time. Such resignation shall be made in writing, submitted to the secretary and shall take effect as is specified in the instrument. Acceptance of resignation shall not be required to make it effective.

Any vacancy resulting from the removal or resignation of an officer as herein provided may be filled by the Board of Directors at the same meeting.

A. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate, to assist in the conduct of the affairs of the Association.

B. The vice president in the absence or disability of the president shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

C. The secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors and other notices required by law. He shall have custody of the seal of the Association, and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the president.

D. The treasurer shall have custody of all property of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the treasurer.

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

A. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:

(1) Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$1,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$250.00 shall be expended for a single item or purpose without approval of a majority of the members of the Association.

(5) Operations, the amount of which may be to provide a working fund or to meet losses.

B. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the Unit Owners not less than fourteen (14) days nor more than thirty (30) days prior to the meeting at which the budget will be considered. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in the Condominium Act. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement costs of each reserve item. Reserves may be waived in whole or in part if at a duly called meeting of the Association a majority of the voting interest of the Association is present, in person or by proxy may so vote. Any such waiver shall be effective for only one annual budget, and the vote must be taken annually to continue to waive the statutory requirements. Also, the Board of Directors shall have the authority to increase the general operating budget up to 115% at any time during the year in accordance with §718.112(2) (e), Florida Statutes (2017).

C. The membership shall adopt a budget at the annual meeting.

(1) If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget proposed by the Board of Directors shall go into effect as scheduled.

(2) If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

D. The budget assessments for the Unit Owners for their shares of the items of the budget shall be made for the calendar year annually in advance at the scheduled annual Association meeting, preceding the year for which the assessments are made. If the budget is not adopted as required, last years budget shall continue with assessments made in the amount of the prior budget assessment and monthly installments on such assessment shall be due upon each installment payment date until such change by an amended budget. The budget assessment will be collected quarterly installments. In the event the annual budget assessment proves to be insufficient, the

budget assessments may be amended at any time by the Board of Directors in the manner elsewhere provided.

The record Owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs for collecting delinquent assessments. All assessments and installments not paid when due shall be charged interest at the maximum interest rate that is allowed by law. In the event assessments against a Unit are not paid within sixty (60) days after their due date, the Association shall have the right to file a lien as provided in Article XIV of this Declaration. The Board of Directors shall have the authority to assess a late charge for all assessments that are unpaid for over thirty (30) days after due.

b) The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after the recording of a claim of lien in the Public Records in Charlotte County which states the description of the Condominium parcel, the name of the record Owner, the amount due, and the due dates. No such lien shall continue for a longer period than 1 year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. That any collection or enforcement of lien shall be governed by the Condominium Act.

E. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the voting interests of the Unit Owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment. The specific purpose or purposes of any special assessment approved in accordance with the Condominium documents shall be set forth in a written notice of such assessments sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

F. The Depository of the Association shall be such bank, banks or federally insured savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. A review of the accounts of the Association shall be made annually by an accountant selected by the Board, and a copy of the review report shall be furnished to each member not later than sixty (60) days subsequent to the end of the Association's fiscal year.

H. Fidelity Bonds shall be required for all persons who control or disburse funds of the Association. The amount of such bonds shall be determined by the Directors, but the principal sum shall not be less than \$10,000.00 for each such person. The Association shall bear the cost of such bonding.

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

7. Sale, Rental, Lease or Transfer of Unit. Prior to the lease, sale or transfer of any interest in a Unit and common property to any persons other than the transferrer's spouse, a Board of Directors of the Association shall approve or disapprove of the proposed leases, sale or transfer, in writing, and shall notify the Owners of its decision. The fee charged by the Board of Directors for this service shall not be in excess of the expenditures reasonably required for the lease, transfer or sale and this expense shall not exceed the maximum permitted by law. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made.

8. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

A. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The proposal to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw ... for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than fifty-one (51%) percent of the voting interest of the Association. Directors and members in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is deliverable to the secretary at or prior to the meeting. Such approvals must be either by:

(1) Not less than two thirds (2/3) of the membership of the Board of Directors and by not less than fifty-one (51%) percent of the voting interests of the membership of the Association; or

(2) Not less than two thirds (2/3) of the voting interests of the membership of the Association.

C. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit or decrease the share in the common elements appurtenant to it, unless the record Owner of the Unit concerned and all record owners of the mortgages on such Unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "insurance" nor the section entitled "reconstruction or repair after casualty" unless the record owners of all mortgages upon the Condominium shall join the execution of this amendment.

D. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the president or vice-president of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Charlotte County, Florida, with identification on the first page thereof of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded.