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THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
LISA A. WOLINER, ESQ.  
BECKER & POLIAKOFF, P.A.  
630 S. ORANGE AVENUE  
SARASOTA, FL 34236

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KAREN E. RUSHING  
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SARASOTA COUNTY, FLORIDA  
VBROTHER Receipt#054254

CERTIFICATE OF AMENDMENT  
TO  
BYLAWS  
OF



ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC.

The undersigned officers of Ashton Lakes No. 2 Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Ashton Lakes No. 2, a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 1708, page 116, et seq., Public Records of Sarasota County, Florida, hereby certify that the following amendment to the Bylaws was approved by not less than a majority of the votes of the entire membership of the Association at the duly convened special membership meeting held on April 24, 2001. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

- 1. Proposed amendment to Article 3 of the Bylaws entitled "Board of Administration: Members and Duties," Section 3.2 to read as follows:

3.2 Membership. The Board of Administrators shall consist of ~~not less than three nor more than seven administrators, the exact number to be determined at the time of each election.~~ The Administrators shall be elected for staggered three (3) two (2) year terms so that one (1) member is replaced each year. ~~The even number of Administrators shall be elected during the even numbered years and the odd number of Administrators shall be elected during the odd numbered years.~~

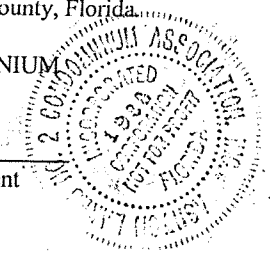
(All other provisions of the Bylaws shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 1st day of June, 2001, at Sarasota County, Florida.

ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC.

Larry J. Martin  
Witness Signature  
LARRY J. MARTIN  
Printed Name  
Julie A. Scoma  
Witness Signature  
Julie A. Scoma  
Printed Name

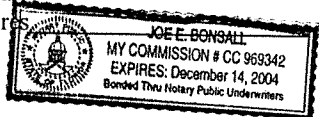
BY: Howard J. Koch  
Howard J. Koch, President  
BY: Bob L. Beasley  
Bob L. Beasley, Secretary Vice President



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1st day of June, 2001 by Howard Koch, as President, and Bob Beasley, as Secretary of Ashton Lakes No. 2 Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Joe E. Bongsall  
Notary Public  
Printed Name JOE E. BONGSALL  
State of Florida  
My Commission Expires \_\_\_\_\_



FOURTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
ASHTON LAKES, a Condominium

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ARTICLE 2  
Identification

2.1) Name and Address. The name by which this Condominium property is to be identified is ASHTON LAKES NO. 2, a Condominium, and its address is 2951 Clark Road, Sarasota, County of Sarasota, Florida 34231.

2.2) Phased-Development. The provision for phase development is eliminated in its entirety. This is substantial rewording of the Declaration. See Article 2, Paragraph 2.2, page 27 of the Declaration of Condominium for present text.

2.3) The Land. The legal description of the lands, owned by the Owners of the units in ASHTON LAKES NO. 2, a Condominium, in fee simple, which ~~are hereby submitted to the Condominium~~ remain in the condominium form of ownership at this time, are the lands lying in Sarasota County, Florida, more particularly described in Exhibit "A" "1", ~~Sheet 2 as Phase I~~ attached hereto and made a part hereof (which lands are herein called the "Lands"), together with and subject to the easements, encumbrances, restrictions and other matters set forth therein or hereinafter described in this Declaration or any of the Exhibits hereto.

ARTICLE 3.  
Definitions.

3.2) Association. Association means ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, which is responsible for the operation and management of the Condominium, and its successors and assigns.

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Community Association. Community Association means ASHTON LAKES COMMUNITY ASSOCIATION, INC., which is responsible for the operation, maintenance, repair, and improvement of the ASHTON LAKES Community.

3.7) Common Expenses. Common expenses mean all the expenses and assessments properly incurred by the Association for the Condominium and all expenses for which unit owners are liable to the Association and include, but are not limited to, the following:

(a) Costs and expenses. Costs and expenses of maintenance, operation, repair or replacement of the common elements (including limited common elements, except as otherwise hereinafter declared to be obligations of one or more particular units), and of the portions of Units to be maintained by the Association, including but not limited to:

(i) Fire, other casualty, flood, liability, Workmen's Compensation and other insurance as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) ~~Cost of water service, the operation, replacement, repair and maintenance of the water distribution system and facilities, sewage service, the operation replacement, repair and maintenance of sewage collection facilities and drainage facilities, garbage collection and trash removal, pest control, cable T.V., or at the election of developer master antenna or satellite dish, or similar technology (but only the cost of two (2) outlets per Unit), and of other utilities which are not metered to the individual Condominium Units.~~

(iv) ~~Labor, materials and supplies used in conjunction with the operation, replacement, repair and maintenance of common elements (including the swimming pool, clubhouse, tennis courts and other part recreational facilities and any limited common elements, except as otherwise hereinafter declared to be obligations of one or more particular Units.~~

(v) ~~The cost of such additional land, improvements and personal property as may be purchased and added to the Condominium as common elements by the Association through action of the Board of Administration.~~

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(vi) Damages to the Condominium property in excess of insurance coverage.

(vii) Expenses of management of the Condominium, including the following:

(1) Salary of a manager, if any, his assistants and agents;

(2) Management fees payable to an outside management company, if any, and

(3) Other expenses incurred in the management of the Condominium property.

(viii) All outlays, costs and expenses, if any, incurred by the Association in connection with the purchase, rental, operation, maintenance and repair of a Unit to house a resident manager, including without limitation, debt service, utilities, taxes and the share of common expenses otherwise allocable to such Unit. All other costs and expenses that may be duly incurred by the Association through its Board of Administration from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

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(b) The cost and expense of acquiring, managing, operating, maintaining, repairing and replacing all land improvements and personal property owned or leased by the Association and such additional land, improvements and personal property as may be purchased by the Association through action of the Board of Administration. Expenses of ASHTON LAKES COMMUNITY ASSOCIATION. The costs and expenses of maintenance, operation, repair, or replacement of the lands and improvements of the ASHTON LAKES COMMUNITY ASSOCIATION, which shall include the entryway, roads, streets, parking not assigned, lawns, gardens, shrubs, trees, water and sewer mains and related facilities, utility services not owned by others, ditches, lakes and all other drainage facilities, the administration building, clubhouse, pool, tennis courts, ASHTON recreation park, television service by cable, master antenna, satellite dish or other technology (charge limited to two outlets per Unit), and any other utilities which are not metered to the individual Units. This cost will be due to the ASHTON LAKES COMMUNITY ASSOCIATION from each of the owners of single-family residential units located throughout the ASHTON LAKES Residences. The expenses of ASHTON LAKES COMMUNITY ASSOCIATION property will be collected by each condominium and community association located within the ASHTON LAKES Residences from the single-family units located within that particular Condominium or community association as part of the periodic maintenance fee of each individual Condominium Association or community organization.

The expenses of ASHTON LAKES COMMUNITY ASSOCIATION, which will be included in periodic assessments, may include:

- (i) Fire, other casualty, flood, liability, Workmen's Compensation and other insurance as provided herein.
- (ii) Administrative costs of ASHTON LAKES Community Association, including professional fees and expenses.
- (iii) Cost of water service, sewage service, garbage collection, trash removal, pest control, cable T.V., or at the election of developer master antenna or satellite dish, or similar technology (but only the cost of two (2) outlets per Unit), and of other utilities which are not metered to individual Units.
- (iv) Labor, materials and supplies used in conjunction with the operation, replacement, repair and maintenance of common facilities which may include but not be limited to the swimming pool, clubhouse, tennis courts and other part recreational facilities and any limited common elements, except as otherwise hereinafter declared to be obligations of one or more particular Units.
- (v) The cost of such additional land, improvements and personal property as may be purchased and added to the ASHTON LAKES Community by the Association through action of the Board of Administration.
- (vi) Damages to the Community property in excess of insurance coverage.
- (vii) Expenses of management of ASHTON LAKES Community Association which may include:
  - (1) Salary of a manager, if any, his assistants and agents,
  - (2) Management fees payable to an outside management company, if any, and
  - (3) Other expenses incurred in the management of the community property.
- (viii) All outlays, costs and expenses, if any, incurred by ASHTON LAKES Community Association in connection with the purchase, rental, operation, maintenance and repair of a Unit to house a resident manager, including without limitation, debt service, utilities, taxes and the share of common expenses otherwise allocable to such Unit.

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(ix) All other costs and expenses that may be duly incurred by the ASHTON LAKES Community Association through its Board of Administration from time to time in operating, protecting, managing and conserving the property of ASHTON LAKES Facilities and in carrying out its duties and responsibilities.

(x) The cost and expense of acquiring, managing, operating, maintaining, repairing and replacing all land, improvements and personal property owned or leased by ASHTON LAKES Community Association and such additional land, improvements and personal property as may be purchased by said Association.

(c) Expenses declared common expenses by provisions of the Condominium Act, this Declaration or the Bylaws.

(d) Any valid charge against the Condominium property as a whole.

(e) Air Conditioning Not Common Expense. The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular Unit (whether such equipment is located inside or outside of the Unit) shall not be a common expense but shall be the individual expense of the owner of the Unit being served by such equipment. The cost and expense of maintaining, repairing and replacing all lines and conduits running from any such equipment located outside a Unit to the Unit being served by such equipment shall be a common expense.

3.17) Lands. Lands shall mean the real property being submitted to condominium ownership by this Declaration as Phase I, ASHTON LAKES, a Condominium, and which is more particularly set forth in Exhibit "A" recorded in Official Record Book 1708, page 116-212, both inclusive, of the Public Records of Sarasota County, Florida, as amended by the real property described on Exhibit "I" attached to this Fourth Amendment to Declaration of Condominium, which describes the land retained in condominium ownership by ASHTON LAKES NO. 2, a Condominium.

3.21) Owner. Owner means ~~FIRST-LARGO-SERVICE-CORPORATION,--a Florida corporation, the owners of the individual units in ASHTON LAKES, a Condominium, on the date this Fourth Amendment to Declaration of Condominium is recorded in the Public Records of Sarasota County, Florida, their grantees, designees, successors, substitutes and assigns.~~

3.23) The Condominium. The Condominium or this Condominium, as and herein used from time to time, shall mean the apartment complex subjected hereby to condominium ownership, known as ASHTON LAKES NO. 2, a Condominium. ~~The term,--The Condominium,--shall also mean,--where applicable,--all phases hereof.~~

3.29) ASHTON LAKES Community Facilities. The ASHTON LAKES Community Facilities shall include the entryway, roads, streets, parking not assigned, lawns, gardens, shrubs, trees, water and sewer mains and related

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facilities, utility services not owned by others, ditches, lakes and all other drainage facilities, the administration building, clubhouse, pool, tennis courts and ASHTON recreation park, television service by cable, master antenna, satellite dish or other technology (charge limited to two outlets per Unit), and any other utilities which are not metered to the individual Units.

3.30) ASHTON LAKES Residences. The ASHTON LAKES Residences shall include all of the various condominiums and other forms of association and ownership of residential units located within the ASHTON LAKES Community.

3.31) The ASHTON LAKES Community. The ASHTON LAKES Community shall include the real estate with improvements described on Exhibit "A", a part of the Declaration of Condominium of ASHTON LAKES, a Condominium, recorded in Official Record Book 1708, pages 116-212, both inclusive, and the plat of ASHTON LAKES, a Condominium, recorded separately in Condominium Book 23, pages 4, 4A thru 4N, both inclusive, (whether submitted to condominium ownership or not by the above-described Declaration of Condominium) except that the area labeled "Recreation Area" which appears on sheet 4 of Exhibit "A", which is also recorded in Official Record Book 1708, page 170, and Condominium Book 23, page 4C, and is illustrated by the drawing on sheet 12 of Exhibit "A" which is also Official Record Book 1708, page 178, and Condominium Book 23, page 4K, is not included but the tennis courts and ASHTON recreation park described in Exhibit 2 attached to this Fourth Amendment to the Declaration of Condominium of ASHTON LAKES, a Condominium, are included.

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**ARTICLE 4**  
**Development Plan**

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

Paragraphs 4.2) and 4.2(a) which provide for a Phase Development Plan and Reservation are deleted in their entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraph 4.2) (a), which is on pages 32, 33, 34, and most of 35 of the Declaration of Condominium which is also Official Record Book 1708, pages 121, 122, 123, and 124 of the Public Records of Sarasota County, Florida.

4.2 (a) Description of ASHTON LAKES NO. 2, a Condominium. This Condominium was originally submitted to condominium ownership as Phases II and III of ASHTON LAKES, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 1708, page 116-212, both inclusive, by Second Amendment to Declaration of Condominium, a Condominium, which was recorded in Official Record Book 1866, pages 581-597, inclusive, and Amendment to Condominium Plat of ASHTON LAKES, known as ASHTON LAKES II and III recorded in Condominium Book 25, pages 47, 47A through 47F, which added two buildings, Buildings 15 and 14, containing twelve (12) and sixteen (16) units respectively.

(b) Each unit will have a number designation and a street address which is set forth below and which is a reprint of Exhibit "C" attached to the Second Amendment to Declaration of Condominium of ASHTON LAKES, a

Condominium, and recorded in Official Record Book 1866, page 594, except that the schedule eliminates the references to the phases and Buildings 11 and 13.

ASHTON LAKES NO. 2, a Condominium

	<u>Unit No.</u>	<u>Address</u> (Ashton Lake Dr.)
Building 15	1A	5782
	2B	5780
	3B	5776
	4B	5778
	5B	5772
	6B	5774
	7B	5768
	8B	5770
	9B	5764
	10B	5766
	11B	5762
	12A	5760
Building 14	1A	5746
	2A	5748
	3B	5742
	4B	5744
	5B	5738
	6B	5740
	7B	5734
	8B	5736
	9B	5730
	10B	5732
	11B	5726
	12B	5728
	13B	5722
	14B	5724
	15A	5718
	16A	5720

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(c) The legal description of a Unit in ASHTON LAKES NO. 2, a Condominium, shall be:

Unit \_\_\_\_\_, Building \_\_\_\_\_, ASHTON LAKES NO. 2, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 1708, page 116-212, both inclusive, amended in Official Record Book 1720, page \_\_\_\_\_



cap persons) and mens bathroom containing two urinals and three toilets (one of which shall be for handicap persons). The recreation building has a capacity of holding approximately 60 persons or as may be required by governmental authorities, within the common meeting room.

The swimming pool will be equipped with an approved commercial filter system, one ladder, a hook and safety line with a float, and water testing kit. There is pool side furniture and other pool equipment which was provided by the Developer at a cost of at least \$1,000.00. The swimming pool has a range of depth from 1 foot to 6 feet, with an approximate size of 35 feet by 65 feet, approximate surface area of 2,275 square feet. The pool does not have a diving board, but is surrounded by a combination wood and cement deck of approximately 1,000 square feet. The recreation clubhouse and swimming pool have been constructed and are situated in the approximate location as shown on Exhibit "A" attached to the Declaration of Condominium of ASHTON LAKES, a Condominium, with recording information as above.

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(3) Shuffleboard Courts. There shall be two (2) hard surfaced shuffleboard courts. Adjoining one another in combination, they shall comprise an approximate area of 52' by 20'. They shall be unlighted. Appropriate equipment shall be provided to accommodate two (2) people in play at one time on each court.

(4) Tennis Court Area. There shall be two hard-surface, unlighted tennis courts, approximately 60 feet by 105 feet, to be equipped with two posts, one net, and appropriate fencing and wind screening, which will accommodate four people in play per court at any one time. In addition, there will be seating and shade. The tennis court area shall be located on the lands described in Exhibit "2" attached to this Fourth Amendment and shall be conveyed to ASHTON LAKES COMMUNITY ASSOCIATION upon the recording of this Fourth Amendment of Declaration of Condominium.

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(5) Drainage and Retention Lake Areas. Existing and additional lakes, ditches and drainage facilities to be excavated by the Developer to provide drainage and serve as storm water retention areas and to provide a pleasant water appearance. Alteration of the shore line and/or excavation or filling of any existing lake and excavation to establish new lakes, ditches and drainage facilities is granted to the Developer and is subject to a combination of County, State and/or Federal permits issued by the appropriate departments or agencies for each.

(6) Pedestrian Walkway. The Developer shall construct a wooden walkway as a pedestrian access from the ASHTON LAKES Community to the adjoining Merchants Point Shopping Center, which walkway shall be located, configured, dimensioned, and composed of those materials which shall be required by and/or approved by Sarasota County.

(7) Ingress and Egress, and Utilities. The other areas which make up the ASHTON LAKES Community Facilities shall include the entryway, roads, streets, parking not assigned, lawns, gardens, shrubs, trees, water and sewer mains and related facilities, utility services not owned by others, ditches, lakes and all other drainage facilities, the administration building, clubhouse, pool, tennis courts, ASHTON recreation park, television service by cable, master antenna, satellite dish or other technology (charge limited to two outlets per Unit), and any other utilities which are not metered to the individual Units.

(8) ASHTON LAKES Recreation. The Developer shall provide a park area which is described on Exhibit "2" attached, which will show the ASHTON LAKES Recreation Area. This area shall include the tennis courts, shuffleboard courts, two picnic areas, each with one table, two benches, and a charcoal type grill.

The Declaration of Condominium of ASHTON LAKES, a Condominium, recorded in Official Record Book 1708, pages 116-212, both inclusive, and the plat of ASHTON LAKES, a Condominium, attached as Exhibit "A" to the Declaration of Condominium record as above, and recorded separately in Condominium Book 23, pages 4, 4A through 4N, both inclusive, described an area that was labeled "Recreation Area" which appears on Sheet 4 of Exhibit "A", which is also recorded in Official Record Book 1708, page 170, and Condominium Book 23, page 4C, and as illustrated in the drawing on Sheet 12 of Exhibit "A", which is also Official Record Book 1708, page 178, and Condominium Book 23, page 4K, and is the same area labeled "(4) Park Area", which appears on page 37 of the Declaration of Condominium of ASHTON LAKES, a Condominium, as above, which is also Official Record Book 1708, page 126; such area, whether called "Recreation Area" or "Park Area", is not included within the ASHTON LAKES Community, is not a part of the ASHTON LAKES Community Facilities, and is not owned or to be used by the Owners of Units in the ASHTON LAKES Residences.

(9) Conveyance to ASHTON LAKES COMMUNITY ASSOCIATION of the ASHTON LAKES Facilities. By the execution of this Fourth Amendment to Declaration of Condominium of ASHTON LAKES, a Condominium, and in consideration of the mutual promises and covenants contained in this Fourth Amendment to Declaration of Condominium, together with the Declaration Of Covenants And Restrictions, Articles of Incorporation, and Bylaws of ASHTON LAKES COMMUNITY ASSOCIATION, INC. and the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, the undersigned, as Owner of a Unit in ASHTON LAKES, a Condominium, recorded in Official Record Book 1708, pages 116-212, both inclusive, of the Public Records of Sarasota County, Florida, does hereby remise, assign, quit-claim, and convey to ASHTON LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, all of his right, title and interest in and to the real estate defined in this Fourth Amendment to Declaration of Condominium as the ASHTON LAKES COMMUNITY Facilities, which real estate is more particularly described on Exhibit "2" attached to this Fourth Amendment to Declaration of Condominium, including all improvements located thereon and the personal property located in and relating to the improvements within the ASHTON LAKES Community Facilities.

4.3) ~~Developer's Absolute Right To Modify Subsequent Phases.~~ Paragraph 4.3) is deleted in its entirety. This is substantial rewording of the Declaration. See the provision of Paragraph 4.3, page 38, of the Declaration of Condominium which is Official Record Book 1708, page 127, of the Public Records of Sarasota County, Florida.

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4.4) Survey Graphic Description of Improvements and Plot Plan of Phase I  
A survey of the land in Phase I, the improvements in which the Units included are located and the other improvements and a plot plan locating the improvements thereon and identifying the common elements and each Condominium Unit in Phase I and providing accurate representations of their locations and dimensions appear as those portions of Exhibit "A" that are designated as Phase I. Phase I of ASHTON LAKES, a Condominium, has become ASHTON LAKES NO. 1, a Condominium, and the improvements in which the units of ASHTON LAKES NO. 1, a Condominium, are located and the other improvements contained in the Condominium, exclusive of those which are owned, operated, and maintained by ASHTON LAKES COMMUNITY ASSOCIATION, is shown on Exhibit "1" attached to this Third Amendment to Declaration of Condominium.

4.5) Survey, Graphic Description of Improvements and Plot Plan of Phases II through XIV. Paragraph 4.5) is deleted in its entirety. This is a substantial rewording of the Declaration. See provision 4.5, page 38, of the Declaration of Condominium, which is also Official Record Book 1708, page 127, of the Public Records of Sarasota County, Florida.

4.6) Easements. Each of the following easements are hereby granted, reserved or otherwise created in favor of the Developer, its grantees, successors and assigns for the benefit of the units in ASHTON LAKES Residences and adjoining lands of Developer or its assigns (and in favor of other public or franchised utility companies, but as to such utility companies only where expressly specified) and are covenants running with the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium, for the benefit of the ASHTON LAKES COMMUNITY ASSOCIATION, and the owners and grantees of units in ASHTON LAKES NO. 1, a Condominium, ASHTON LAKES NO. 2, a Condominium, and the various condominiums and other associations and forms of ownership, constructed or to be constructed, upon the real property described on Exhibit "A" attached to the Declaration of Condominium of ASHTON LAKES, a Condominium, recorded in Official Record Book 1708, pages 116-212, both inclusive, which is also Condominium Book 23, pages 4, 4a through 4n, both inclusive, of the Public Records of Sarasota County, Florida, together with the tennis courts and ASHTON recreation park described on Exhibit "2". The foregoing easements are for the benefit of owners of the improvements to be located on the real property designated Recreation Area on Sheet 4 of Exhibit "A" attached to the Declaration of Condominium, which is Official Record Book 1708, pages 170, and Condominium Book 23, page 4c, and illustrated by drawing on Sheet 12 of Exhibit "A" of the Declaration of Condominium, which is recorded in Official Record Book 1708, pages 178, and Condominium Book 23, pages 4k, all in the Public Records of Sarasota County, Florida, but such Owners shall not be subject to the easements.

(a) Utilities and Drainage. Drainage easements and easements for all water, sewer, electrical, telephone, cable TV, master antenna, satellite dish or other TV service, and other utility lines, mains, and facilities and drainage ditches, lines and structures, lakes and other drainage facilities previously,

now or hereafter providing service to the Condominium and all Phases thereof, all other condominiums, associations, and other types of ownership within the ASHTON LAKES Residences and adjacent lands, the installation, repair, maintenance and replacement thereof and as may subsequently be required for utility services in order to adequately serve the Condominium and all Phases thereof, all other condominiums, associations, and other types of ownership within ASHTON LAKES Residences and adjacent lands, provided, however, easements through a Unit shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner. The foregoing utility easements are and shall also be in favor of all utility companies servicing the Condominium.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, bicycle paths, other paths, walks lanes, roads and streets as the same may from time to time exist upon the common elements and the lands of ASHTON LAKES COMMUNITY ASSOCIATION; and for the vehicular traffic over, through and across such portion of the common elements and the lands of ASHTON LAKES COMMUNITY ASSOCIATION as may be from time to time paved and other portions of the common elements and the lands of ASHTON LAKES COMMUNITY ASSOCIATION intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the Condominium or Community property except those intended to be used for such purposes and reasonably suited therefor. These easements are expressly also reserved for the benefit of subsequent phases of the Condominium and the Unit Owners in any subsequent phase.

(d) Other Phase-I Easements. Other Easements. Other easements, if any, over, upon, through and across the lands comprising Phase-I this Condominium as set forth in Exhibit "A". Exhibit "1" attached.

(e) Subsequent-Phase Easements. Easements. All the easements shown on Exhibit "A" attached over, upon, through and across the lands that may comprise Phases II through XIV, are shown on Exhibit "A" attached to the Declaration of Condominium of ASHTON LAKES, a Condominium, recorded in Official Record Book 1708, pages 116 through 212, both inclusive, of the Public Records of Sarasota County, Florida, which is also Condominium Book 23, pages 4, 4a-4n, both inclusive, and all other easements heretofore set forth with respect to such lands, except that easements on or across the area labeled Recreation Area which appears on Sheet 4 of Exhibit "A", which is also recorded in Official Record Book 1708, page 170, Condominium Book 23, page 4c, and illustrated by the drawing on Sheet 12, Exhibit "A", which is also Official Record Book 1708, page 178, and Condominium Book 23, page 4k, of the Public Records of Sarasota County, Florida, no longer exist, except for those existing easements recorded in the Public Records of Sarasota County, Florida, prior to the date hereof, shall become effective only from and after the date each Phase II through XIV is added to the Condominium by appropriate amendment, notwithstanding anything herein contained to the contrary.

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~~4.8) Alteration of Boundaries Between and Size of Abutting Units and Interior Design and Layout of Units by Developer.~~ Paragraph 4.8) is deleted in its entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraph 4.8), page 40, of the Declaration of Condominium of ASHTON LAKES, a Condominium, which is also Official Record Book 1708, page 129.

~~4.9) Amendment of Declaration by Developer to Reflect Alteration of Boundaries Between or Interior Design of Units.~~ Paragraph 4.9) is deleted in its entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraph 4.9), page 40 through a portion of page 41, of the Declaration of Condominium of ASHTON LAKES, a Condominium, which is also Official Record Book 1708, page 129, of the Public Records of Sarasota County, Florida.

~~4.10) Amendment to Declaration to Reflect Substantial Completion.~~ Paragraph 4.10) is deleted in its entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraph 4.10), page 41, of the Declaration of Condominium of ASHTON LAKES, a Condominium, which is also Official Record Book 1708, page 129, of the Public Records of Sarasota County, Florida.

~~4.11) Improvements.~~ Paragraph 4.11) is deleted in its entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraph 4.11), page 41 through a portion of page 45, of the Declaration of Condominium of ASHTON LAKES, a Condominium, which is also Official Record Book 1708, page 130 through a portion of page 134, of the Public Records of Sarasota County, Florida.

4.13) Common Elements. The common elements of the Condominium include the land and all other parts of the Condominium not within the Units and include, but are not limited, to, the following items:

~~(b)--All planting areas and planters (outside of Units); lawns; trees; grass and shrubs; pool; clubhouse; and Park Area and Facilities.~~

~~(f)--Any lands and improvements as above described which are added as subsequent phases to this condominium pursuant to Section 718.403, Florida Statutes, as provided herein.~~

Not Common Elements. The entryway, roads, streets, parking not assigned, lawns, gardens, shrubs, trees, water and sewer mains and related facilities, utility services not owned by others, ditches, lakes and all other drainage facilities, the administration building, clubhouse, pool, tennis courts and ASHTON recreation park, television service by cable, master antenna, satellite dish or other technology (charge limited to two outlets per Unit), and any other utilities which are not metered to the individual Units are not common elements, but may be used by the Owners as part of ASHTON LAKES Facilities.

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ARTICLE 5.  
The Units

Paragraphs 5.2 (b), (c) and (d), and 5.3 which provide for Phases II through XIV are deleted in their entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraph 5.2 (b), (c) and (d), and 5.3, pages 52 and 53, of the Declaration of Condominium of ASHTON LAKES, a Condominium, which is also Official Record Book 1708, pages 141 and 142, of the Public Records of Sarasota County, Florida.

5.3) Unit Identification. Each Unit is identified by a number 1 through 16, together with a letter designating unit type, and a building number, and a street address. The identification of the units in ASHTON LAKES NO. 2, a Condominium, is set forth in Paragraph 4.2(b), page 7, of this Fourth Amendment to Declaration of Condominium.

5.4) (a) Common Elements and Common Surplus. The undivided share in the land and other common elements of the Condominium and in the common surplus which are appurtenant to each Unit are set forth in Article 4.2) Paragraph 4.2(d) hereof.

5.5) Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses and assessments, such share being set forth in Article 4.2) Paragraph 4.2(d) hereof.

Paragraphs 5.6 and 5.7 are deleted in their entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraph 5.6 and 5.7, pages 52 and 53, of the Declaration of Condominium of ASHTON LAKES, a Condominium, which is also Official Record Book 1708, page 142, of the Public Records of Sarasota County, Florida.

ARTICLE 6  
Maintenance, Alteration and Improvement

6.1) Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvements thereof shall be as hereinafter provided, and subject to the restrictions as set forth in the Articles of Incorporation, Bylaws and Declaration of Covenants and Restrictions of ASHTON LAKES COMMUNITY ASSOCIATION.

Paragraph 6.2 (e) is deleted in its entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraph 6.2 (e) page 54, of the Declaration of Condominium of ASHTON LAKES, a Condominium, which is also Official Record Book 1708, page 143, of the Public Records of Sarasota County, Florida.

6.6) Alteration and Improvements of Common Elements. After the completion of all the improvements included in the common elements of all phases which are contemplated by this Declaration, or which may be added or constructed by the Developer prior to January 1, 1985, and except for the Developer's reserved rights set forth in Articles 4.2) and 4.3) hereof, There shall be no alteration or further improvement of common elements without prior approval in

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writing of seventy percent (70%) of all the Unit Owners; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of not less than fifty percent (50%) of the Unit Owners and which does not prejudice the rights of any Unit Owners without their consent, may be done if the Unit Owners who do not approve are relieved from the initial cost thereof. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof. In addition, there shall be no alternation or further improvement of common elements without the consent of the ASHTON LAKES COMMUNITY ASSOCIATION.

ARTICLE 7  
Assessments

7.1) Assessments. The making and collection of assessments against the Unit Owners of ASHTON LAKES NO. 2, a Condominium, for common expenses of the Condominium and each owner's share of the expenses of ASHTON LAKES COMMUNITY ASSOCIATION shall be pursuant to the Bylaws of the Condominium, the Declaration of Covenants And Restrictions, the Bylaws of ASHTON LAKES CONDOMINIUM ASSOCIATION and subject to the provisions of this Declaration.

7.2) Share of Common Expenses. Each Unit Owner shall be liable for the share of the common expenses set forth in Article 4.2) Paragraph 4.2(b) hereof, together with the Unit Owner's share of the common expenses of ASHTON LAKES COMMUNITY ASSOCIATION.

7.3) Annual Budget of Common Expenses. The Annual Budget of Common Expenses shall be adopted by the Board of Administration of the Association and shall include the owner's share of the expenses of ASHTON LAKES COMMUNITY ASSOCIATION to be collected by the Condominium.

7.8) ASHTON LAKES COMMUNITY ASSOCIATION shall have a lien against each Unit in the Condominium for any unpaid assessments due ASHTON LAKES COMMUNITY ASSOCIATION with interest at the highest rate provided by law and for reasonable attorney's fees incurred by ASHTON LAKES COMMUNITY ASSOCIATION which are incident to the collection of the assessments or enforcement of the lien. The lien is effective from and after the recording the Claim of Lien in the Public Records of Sarasota County, Florida, which Claim of Lien shall describe the Condominium Unit, the name of the record owner, the amount due, and the due dates. 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 the entry of a Final Judgment of Foreclosure. A Claim of Lien must be signed and acknowledged by an officer or agent of ASHTON LAKES COMMUNITY ASSOCIATION. Upon payment, the person making the payment is entitled to satisfaction of the lien.

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ASHTON LAKES COMMUNITY ASSOCIATION may bring an action in its name to foreclose a lien for assessments in the manner a mortgage on real property is foreclosed and may also bring an action to recover money judgment for the unpaid assessments without waiving any Claim of Lien.

When the Association is unable or unwilling to remit to the COMMUNITY ASSOCIATION a Unit Owner's assessment due the COMMUNITY ASSOCIATION, the Unit Owner may pay such assessment directly to the ASHTON LAKES COMMUNITY ASSOCIATION provided the COMMUNITY ASSOCIATION approves such payment. Such payment by a Unit Owner to the COMMUNITY ASSOCIATION shall be credited against the assessment due the ASSOCIATION.

All the provisions set forth in the preceding Paragraphs 7.4 through 7.7 with respect to assessments as they relate to the condominium shall also apply to assessments by ASHTON LAKES COMMUNITY ASSOCIATION. The liability for assessments due ASHTON LAKES COMMUNITY ASSOCIATION may not avoided by waiver of the use or enjoyment of any common elements or by abandonment of the Unit for which the assessments are made.

**ARTICLE 8  
Association**

8.1) ~~Association.~~ The operation of the Condominium ~~and all Phases thereof shall be by ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC.~~

8.9) ~~Developer's Right To Control and Manage Association During Development and Sales Period.~~ Paragraph 8.9) is deleted in its entirety. This is a substantial rewording of the Declaration. See provision 8.9, pages 57 and 58 of the Declaration of Condominium, which is also Official Record Book 1708, pages 146 and 147, of the Public Records of Sarasota County, Florida.

**ARTICLE 10.  
Use Restrictions**

10.2) (d) Fail to conform and abide by the Declaration Of Covenants and Restrictions, Articles of Incorporation, Bylaws, and Rules and Regulations of ASHTON LAKES Community Association, and the uniform rules and regulations in regard to the use of the Units and, the common elements, and the common facilities operated by ASHTON LAKES COMMUNITY ASSOCIATION which may be adopted from time to time by the Board of Administration of the condominium or ASHTON LAKES COMMUNITY ASSOCIATION, or fail to allow the Board of Administration or its designated agent to enter the Unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and rules and regulations of the Association.

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ARTICLE 13.  
Compliance and Default

13.1) Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and as said documents and Rules and Regulations may be amended from time to time by the Condominium, together with the Articles of Incorporation, Declaration Of Covenants and Restrictions, Bylaws, and Rules and Regulations of ASHTON LAKES CONDOMINIUM ASSOCIATION, INC. Failure of a Unit Owner to comply with the above shall entitle the Association or other Unit Owners or ASHTON LAKES COMMUNITY ASSOCIATION to the relief hereinafter provided, in addition to the remedies provided by the Condominium Act.

ARTICLE 14.  
Amendments

14.1) Amendments. Except as otherwise specifically provided and ~~except as otherwise specifically reserved by the Developer~~, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

ARTICLE 15.  
Termination

Paragraphs 15.5 and 15.6 are deleted in their entirety. This deletion constitutes a substantial rewording of the Declaration. See Paragraphs 15.5 and 15.6 on page 71 of the Declaration of Condominium of ASHTON LAKES, a Condominium, which is also Official Record Book 1708, page 160, of the Public Records of Sarasota County, Florida.

15.8 ASHTON LAKES COMMUNITY ASSOCIATION. Termination of the condominium will not terminate the responsibility of the Units in the condominium for their share of the costs and expenses of ASHTON LAKES COMMUNITY ASSOCIATION or their right to use the ASHTON LAKES Community Facilities. Termination of such rights and responsibilities may only be done with the approval of more than seventy-five (75) percent of the Administrators of the ASHTON LAKES COMMUNITY ASSOCIATION.

ARTICLE 17.  
Severability

17.3 Interpretation. The Board of Directors Administrators of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto.

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Exhibit 1

Ashton Lakes No. 2, A Condominium

Building Sites 14 and 15 with Parking Areas are a part of Ashton Lake No. 2, a Condominium according to the Declaration of Condominium recorded in O.R. Bk. 1708, Pages 116 thru 212, as amended in O.R. Bk. 1720, Pages 1396 thru 1399; O.R. Bk. 1866, Pages 581 thru 597; O.R. Bk. 2018, Page 219 and O.R. Bk. 2082, Page 453 and Condominium Book 23, Pages 4, 4A thru 4N and Condominium Book 25, Pages 47, 47A thru 47F all in the Public Records of Sarasota County, Florida.

BUILDING 14 SITE AND PARKING AREA

Formerly a part of: Phase III, Ashton Lakes,  
a Condominium, Sarasota County, Florida

A parcel of land situated in a part of Section 9, Township 37 South, Range 18 East, formerly Phase III (a part of), Ashton Lakes, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 1708, pages 116 thru 212, O.R. Bk. 1720, pages 1396 thru 1399; O.R. Bk. 1866, pages 581 thru 597 and Condominium, Book 23, pages 4, 4A thru 4F; Condominium Book 25, pages 47, 47A thru 47N, all of the Public Records of Sarasota County, Florida, said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of said Phase III of Ashton Lakes, II & III, Thence South 86-59'46" East a distance of 13.21 feet to the POINT OF BEGINNING; Thence North 02-46'39" West a distance of 175.39 feet to the North line of said Phase III; Thence North 64-22'51" East a distance of 69.09 feet; Thence North 81-54'32" East a distance of 56.75 feet to a point on a curve; Thence Southeasterly along the arc of a curve to the right a distance of 32.27 feet, said curve having a radius of 328.00 feet, a central angle of 05-38'15" and a chord which bears South 16-25'42" East a distance of 32.26 feet; Thence North 76-23'25" East a distance of 20.00 feet to a point on a curve and the Westerly right-of-way line of Ashton Lake Drive; Thence Southeasterly along the arc of a curve to the right a distance of 82.48 feet, said curve having a radius of 348.00 feet, a central angle of 13-34'47" and a chord which bears South 06-49'11" East a distance of 82.29 feet; Thence South 00-01'48" East a distance of 107.99 feet; Thence South 89-58'12" West a distance of 20.00 feet; Thence South 00-01'48" East a distance of 8.84 feet to the Northeast corner of said Phase II; Thence North 87-00'27" West a distance of 34.93 feet; Thence South 43-18'05" West a distance of 27.67 feet; Thence North 53-09'25" West a distance of 46.88 feet; Thence North 86-59'46" West a distance of 51.91 feet to the POINT OF BEGINNING. Containing 31,256 square feet of area.

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Exhibit 1 - Continued

Ashton Lakes No. 2, A Condominium

BUILDING 15 SITE AND PARKING AREAS

Formerly a part of: Phase II, Ashton Lakes,  
a Condominium, Sarasota County, Florida

A parcel of land situated in a part of Section 9, Township 37 South, Range 18 East and being a part of Phase II, Ashton Lakes, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 1708, pages 116 thru 212, O.R. Bk 1720, pages 1396 thru 1399; O.R. Bk. 1866, pages 591 thru 597 and Condominium Book 23, pages 4, 4A thru 4F, and Condominium Book 25, pages 47, 47A thru 47F, all of the Public Records of Sarasota County, said parcel being more particularly described as follows:

Commencing at the Southwest corner of said Phase II, Ashton Lakes, II & III, Thence North 89-56'00" East along the North right-of-way line of Ashton Lake Drive, a distance of 70.51 feet to the POINT OF BEGINNING; Thence North 50-54'03" West a distance of 64.32 feet to a point on a curve and the West line of Phase II, Ashton Lakes, II & III; Thence Northwardly along the arc of a curve to the left a distance of 22.01 feet, said curve having a radius of 37.00, a central angle of 34-05'13" and a chord which bears North 05-26'45" East, 21.69 feet to a PRC; Thence Northerly along the arc of a curve to the right a distance of 32.17 feet, said curve having a radius of 87.00 feet, a central angle of 21-11'13" and a chord which bears North 01-00'16" West, 31.99 feet; Thence North 39-05'57" East a distance of 136.84 feet to the North line of said Phase II; Thence along said Phase line South 86-59'46" East a distance of 14.86 feet; Thence South 53-09'25" East a distance of 46.88 feet; Thence North 43-18'05" East a distance of 27.67 feet; Thence South 87-00'27" East a distance of 34.93 feet to a PC of a curve; Thence Southwesterly on a curve to the right a distance of 49.44 feet having a radius of 98.00 feet, a central angle of 28-54'27" and a chord which bears South 14-25'25" West a distance of 48.92 feet; Thence South 61-07'21" East a distance of 14.89 feet to a PC of a curve; Thence Southwardly along the arc of a curve to the right a distance of 8.08 feet, said curve having a radius of 5.00 feet, a central angle of 92-32'10" and a chord which bears South 14-51'16" East a distance of 7.23 feet to a PCC of a curve and the Westerly right-of-way line of Ashton Lake Drive; Thence Southwesterly along the arc of a curve to the right and the said right-of-way line a distance of 12.86 feet, said curve having a radius of 118.00 feet, a central angle of 6-14'41" and a chord which bears South 34-32'10" West a distance of 12.85 feet; Thence South 37-39'30" West a distance of 101.69 feet to Reference Point 'A'; Thence North 52-20'30" West a distance of 21.00 feet; Thence South 37-39'30" West a distance of 20.00 feet; Thence South 52-20'30" East a distance of 20.68 feet to a point on a curve and the said Westerly right-of-way line of Ashton Lake Drive; Thence Southwesterly along the arc of a curve to the right a distance of 53.47 feet, said curve having a radius of 68.00 feet, a central angle of 46-44'32" and a chord which bears South 66-33'44" West a distance of 53.93 feet to the PJ; Thence South 89-56'00" West a distance of 15.42 feet to the POINT OF BEGINNING. Containing 25,113 square feet of area.

PARKING AREA 'A'

Commencing at the aforementioned Reference Point 'A' Thence South 37-39'30" West a distance of 13.44 feet; Thence South 52-20'30" East a distance of 24.00 feet to the Easterly right-of-way line of said Ashton Lake Drive; Thence along said right-of-way line North 37-39'30" East a distance of 9.24 feet to the POINT OF BEGINNING of PARKING AREA 'A'; Thence continuing North 37-39'30" East a distance of 63.40 feet; Thence South 52-20'30" East a distance of 22.10 feet; Thence South 37-39'30" West a distance of 63.40 feet; Thence North 52-20'30" West a distance of 22.10 feet to the POINT OF BEGINNING. Containing 1401 square feet of area.

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EXHIBIT 2  
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
ASHTON LAKES, A CONDOMINIUM

The following real property which is PHASE II OF ASHTON LAKES, A CONDOMINIUM, is conveyed to Ashton Lakes Community Association, Inc., a Florida corporation:

A part of Tract 9, Block 3, Sarasota Venice Company's Subdivision of Section 9, Township 37 South, Range 18 East as per plat thereof recorded in Plat Book A, page 68 of the Public Records of Sarasota County, Florida described as follows:

Commence at a Sarasota County Section Corner Monument found at the Southwest corner of said Section 9; thence N-89-56'-36"-E along the Southerly line of said Section 9 a distance of 674.38 feet to an SWN capped iron rod set on the Southerly extension of the Westerly line of said Tract 9; thence N-00-02'-09"-W along said Southerly extension and said Westerly line a distance of 75.00 feet to the Northerly line of premises described in Warranty Deed dated December 20, 1983 by First Largo Service Corporation to the County of Sarasota recorded in O.R. Book 1650, page 406, of the aforementioned Public Records; thence N-89-56'-00"-E along said Northerly line a distance of 313.29 feet; thence N-00-04'-00"-W a distance of 88.00 feet; thence N-89-56'-00"-E a distance of 76.09 feet to the POINT OF BEGINNING; thence N-00-04'-00"-W a distance of 20.38 feet to a point on a curve of which the radius point lies N-21-30'-54"-W a radial distance of 37.00 feet; thence Northeasterly and Northwesterly along the arc through a central angle of 80-04'-58" a distance of 51.72 feet to the PRC of a curve to the right having a central angle of 49-15'-23" and a radius of 87.00 feet; thence Northwesterly and Northeasterly along the arc a distance of 74.79 feet; thence N-37-39'-30"-E a distance of 39.59 feet to the PC of a curve to the left having a central angle of 36-10'-42" and a radius of 50.00 feet; thence Norcheasterly along the arc a distance of 31.57 feet; thence S-88-31'-12"-E a distance of 141.06 feet to a point on a curve of which the radius point lies S-89-58'-12"-W a radial distance of 98.00 feet; thence Southwesterly along the arc through a central angle of 28-54'-27" a distance of 49.44 feet; thence S-61-07'-21"-E a distance of 14.89 feet to the PC of a curve to the right having a central angle of 92-32'-05" and a radius of 5.00 feet; thence Southeasterly and Southwesterly along the arc a distance of 8.08 feet to the PCC of a curve to the right having a central angle of 06-14'-41" and a radius of 118.00 feet; thence Southwesterly along the arc a distance of 12.86 feet; thence S-37-39'-30"-W a distance of 115.13 feet to the PC of a curve to the right having a central angle of 52-16'-30" and a radius of 68.00 feet; thence Southwesterly along the arc a distance of 62.04 feet; thence S-89-56'-00"-W a distance of 85.93 feet to the POINT OF BEGINNING. Containing 0.661 acres; LESS the real property described on Exhibit 1 attached to the Fourth Amendment to Declaration of Condominium of Ashton Lakes, a Condominium, which proceeds this Exhibit 2.

The following real property which is PHASE III OF ASHTON LAKES, A CONDOMINIUM, is conveyed to Ashton Lakes Community Association, Inc., a Florida corporation:

A part of Tract 9, Block 3, Sarasota Venice Company's Subdivision of Section 9, Township 37 South, Range 18 East, as per plat thereof recorded in Plat Book A, page 68, of the Public Records of Sarasota County, Florida, described as follows:

Commence at a Sarasota County Section Corner Monument found at the Southwest corner of said Section 9; thence N-89-56'-36"-E along the Southerly line of said Section 9 a distance of 674.38 feet to an SWN capped iron rod set on the Southerly extension of the Westerly line of said Tract 9; thence N-00-02'-09"-W along

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said Southerly extension and said Westerly line a distance of 75.00 feet to the Northerly line of premises described in Warranty Deed dated December 20, 1983 by First Largo Service Corporation to the County of Sarasota, recorded in O.R. Book 1650, page 406 of the aforementioned Public Records; thence N-89-56'-00"-E along said Northerly line a distance of 313.29 feet; thence N-00-04'-00"-W a distance of 88.00 feet; thence N-89-56'-00"-E a distance of 76.09 feet; thence N-00-04'-00"-W a distance of 20.38 feet to a point on a curve of which the radius point lies N-21-30'-54"-W a radial distance of 37.00 feet; thence Northeasterly and Northwesterly along the arc through a central angle of 80-04'-58" a distance of 51.72 feet to the PRC of a curve to the right having a central angle of 49-15'-23" and a radius of 87.00 feet; thence Northwesterly and Northeasterly along the arc a distance of 74.79 feet; thence N-37-39'-30"-E a distance of 39.59 feet to the PC of a curve to the left having a central angle of 36-10'-42" and a radius of 50.00 feet; thence Northeasterly along the arc a distance of 31.57 feet to the POINT OF BEGINNING; thence continue along said curve through a central angle of 10-06'-28" a distance of 8.82 feet; thence N-08-37'-40"-W a distance of 81.94 feet to the PC of a curve to the right having a central angle of 25-33'-02" and a radius of 62.50 feet; thence Northerly along the arc a distance of 27.87 feet to the PRC of a curve to the left having a central angle of 29-32'-40" and a radius of 55.00 feet; thence Northerly along the arc a distance of 28.36 feet; thence N-77-22'-42"-E a distance of 147.87 feet to a point on a curve of which the radius point lies S-78-37'-28"-W a radial distance of 328.00 feet; thence Southerly along the arc through a central angle of 11-20'-45" a distance of 64.95 feet; thence S-00-01'-48"-E a distance of 116.83 feet; thence N-88-31'-12"-W a distance of 141.06 feet to the POINT OF BEGINNING. Containing 0.558 acres; LESS the real property described on Exhibit 1 attached to the Fourth Amendment to Declaration of Condominium of Ashton Lakes, a Condominium, which proceeds this Exhibit 2.

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Exhibit 2 - Continued

ASHTON LAKES RECREATION AREA AND TENNIS COURTS

LEGAL DESCRIPTION

A parcel of land located in a part of the tract known as the "RECREATION AREA" of ASHTON LAKES, A CONDOMINIUM as recorded in Condominium Book 23, Pages 4, 4A thru 4F, Public Records of Sarasota County, Florida, in Section 9, Township 37 South, Range 18 East, Sarasota County, Florida which is more particularly described as follows:

COMMENCING at the Southeast corner of said parcel known as the "Recreation Area" of said ASHTON LAKES, A CONDOMINIUM, thence North 00-1'37" West a distance of 128.00 feet to the POINT OF BEGINNING; Thence North 89-57'24" West a distance of 160.00 feet; Thence South 00-01'37" East a distance of 128.00 feet to the South line of said "Recreation Area"; Thence along said South line North 89-57'24" West a distance of 5.00 feet; Thence North 00-01'37" West a distance of 287.24 feet to the Northwest corner of the herein described Parcel "A"; Thence South 89-57'24" East a distance of 165.00 feet to the East line of said "Recreation Area"; Thence South 00-01'37" East a distance of 159.24 feet to the POINT OF BEGINNING. Containing 20,480 square feet or 0.4702 acres of land.

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BYLAWS

OF

ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit  
under the laws of the State of Florida

1. Identity. These are the Bylaws of ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on September 7, 1988. The Association has been organized pursuant to Section 718.111 of the Condominium Act for the maintenance, operation and management of ASHTON LAKES NO. 2, a Condominium (herein called the "Condominium", located in the County of Sarasota, Florida.

1.1 The office of the Association shall be at 2951 Clark Road, Sarasota, Florida 34231.

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

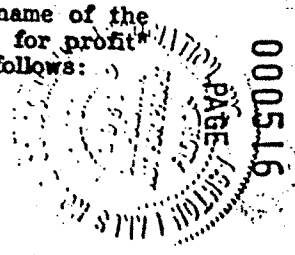
1.4 As used herein, "Association" means the corporation named within the title to these Bylaws; "Corporate" refers to the within named "Association"; "Member or Members" means the owner or owners of units within the Condominium but as respects voting means only the person entitled to cast the vote attributable to Unit ownership; "Board of Administration or Administrator" means that or those of this Association; "Declaration" means the Declaration of Condominium of this Condominium; "Articles of Incorporation" means of the within named Association.

1.5 Except as otherwise provided within the documents, if there be a conflict among the provisions of the following documents, the provisions of the documents shall prevail in the following order: Declaration, Articles of Incorporation, these Bylaws, and Rules and Regulations promulgated and adopted by the Board of Administration.

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2. Member's meetings.

2.1 The annual members' meeting shall be held at a time and place to be designated by the Board of Administrators during the months of January and February of each year for the purpose of electing administrators and conducting such business as is authorized to be transacted by the members. The members shall meet at least once in each calendar year. However, no annual meeting of the membership shall be held until the time specified within the Articles of Incorporation of this Association.

2.2 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 members entitled to cast two-thirds (2/3rds) of the votes of the entire membership. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, which notice must state the purpose of the meeting.

2.3 Notice of all members' meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or 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 sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. In addition, a notice of each meeting of the members shall be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to each meeting of the members. The notice of the annual meeting of the members must be sent by mail to each Unit Owner and the post office certificate retained as proof of such mailing unless the particular Unit Owner has waived in writing the right to receive the notice of the annual meeting by mail. If a Unit is transferred after the notice is given by the Association, the transferee need not be notified. Attendance at any meeting, annual or special, by a member constitutes a waiver of notice unless at the beginning of the meeting he objects to it because it is not legally called. Notice may be waived before, at or after a meeting, whether annual or special, and Unit Owners may take action by written agreement without meetings if allowed by these Bylaws, the Declaration of Condominium, or any Florida Statute.

2.4 The record date on which members who were entitled to notice of a meeting are determined is three (3) days prior to date the first notices are mailed or hand delivered.

2.5 A quorum at members' meetings shall consist of the owners of a majority of the units of the entire condominium. All decisions at a members' meeting shall be made by a majority of the units represented at a meeting at which a quorum is present, except when

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approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws. If a quorum be established, the subsequent withdrawal of members that reduces the number below that originally required for determination of quorum shall not affect the validity of any action thereafter taken at the meeting or any adjournment of it.

## 2.6 Voting.

a. In any meeting of members the owners of units in the condominium shall be entitled to cast one vote for each Unit, unless the decision to be made is elsewhere required to be determined in another manner.

b. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, only one of the record owners shall cast the vote for the Unit and it may be presumed by the Association that the person purporting to cast the vote for a particular Unit is authorized by the owners of the Unit to cast that vote. In the event of a dispute among the owners of a Unit as to the person entitled to cast the vote of that Unit, no owner shall be able to cast the vote of that Unit until such time as the dispute is resolved and the Unit Owners of record have filed with the Association a certificate in writing, designating the person to cast the vote for the Unit, which certificate must be signed by at least a majority of owners of record of the particular Unit. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit (who shall be one of the current officers or directors of the corporation) shall be designated by a certificate signed by a corporate officer and filed with the Association at or prior to the particular meeting. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a corporation or an agreement in writing settling a dispute as to the person entitled to cast the vote for the Unit owned by more than one may be amended or revoked from time to time. Such amendment or revocation by a corporation shall be signed by any person authorized to act for the corporation and an amendment or revocation settling a dispute shall be executed by a majority of the Unit Owners. If the certificate to be filed by a corporation or an agreement in writing to settle a dispute among owners of a Unit is not on file, the vote of such Unit and the Owners thereof shall not be considered in determining the requirement for a quorum or any other purpose.

2.7 Proxies. Votes may be cast in person or by proxy. Any person who has reached his majority may be named a proxy. A person named as a proxy need not be a Unit Owner. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the

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pleasure of the Unit Owner executing it. Each proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast.

2.8 Adjourned meetings. 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.

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

- a. Election of chairman of the meeting
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Election of inspectors of election
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

2.10 Waiver of Notice. The members may waive notice of any specific members' meeting in writing or orally before or after any meeting. The members may also act by written agreement without meeting.

2.11 Deleted.

2.12 Minutes. Minutes of each annual and any special members' meeting shall be kept in a businesslike manner by the Secretary of the Association and shall be available for inspection by Unit Owners and members of the Board of Administration at all reasonable times upon reasonable advance notice to the Secretary.

### 3. Board of Administration: Members and Duties.

3.1 Board of Administration. The affairs of the Association shall be managed by the Board of Administrators.

3.2 Membership. The Board of Administrators shall consist of not less than three nor more than seven administrators, the exact number to be determined at the time of each election. The Administrators shall be elected for staggered two (2) year terms. The even number of Administrators shall be elected during the even numbered years and the odd number of Administrators shall be elected during the odd numbered years.

3.3 Qualifications. All administrators shall be Unit Owners, co-owners or officers of corporate owners and be at least eighteen (18) years of age, except those Administrators elected or appointed by the Developer pursuant to Article 3.1 of the Articles of Incorporation.

3.4 Election of Administrators shall be conducted in the following manner:

a. Prior to the organizational meeting prescribed in Article 5.5 of the Articles of Incorporation, administrators shall be chosen as prescribed with the Articles of Incorporation.

b. Subsequent to the organizational meeting prescribed in Article 5.5 of the Articles of Incorporation, the administrators shall be chosen at the annual meeting of members by a plurality of the votes cast at the election and shall hold office until the next annual meeting of members or the election and qualification of their successors or until the administrators earlier resignation, removal or death. Administrators may be removed with or without cause by the vote or agreement in writing of a majority of all Unit Owners.

c. A nominating committee of at least three (3) members shall be appointed by the Board of Administrators not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each administrator then serving whose term is expiring. Nominations for additional administratorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

d. The election shall be by a ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

e. Except as to vacancies provided by removal of administrators by members, vacancies in the Board of Administrators occurring between annual meetings of members shall be filled by the remaining administrators.

f. Subject to the provisions of §718.301, Florida Statutes, any administrator may be removed with or without cause by the vote or agreement in writing by a majority of all Unit Owners. The vacancy in the Board of Administrators so created shall be filled by the members of the Association at the same meeting.

3.5 The organization meeting of a newly-elected Board of Administrators shall be held within ten (10) days of their election at such place and time as shall be fixed by the administrators at the meeting at which they were elected.

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3.6 Regular meetings of the Board of Administrators may be held at such time and place as shall be determined, from time to time, by a majority of the administrators. Notice of regular meetings (except for any such meeting at which the adoption of the annual budget is to be considered) shall be given to each administrator, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.7 Special meetings of the administrators may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the administrators. Notice of special meetings (except for any such meeting at which the adoption of the annual budget is to be considered and except for an emergency) shall be given personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

3.8 Administrators' Meetings Open. All meetings of the Board of Administrators shall be open to all Unit Owners.

3.9 Notice to Unit Owners. Notices of all meetings of the Board of Administrators "To The Attention of All Unit Owners" shall also be posted conspicuously on the Condominium property forty-eight (48) hours in advance, except in an emergency.

3.10 Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the meeting at which the Board of Administrators will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than thirty (30) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the Unit Owners.

3.11 Waiver of Notice. Any administrator may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to such administrator.

3.12 A quorum at administrators' meetings shall consist of a majority of the entire Board of Administrators. 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 Administrators, except when approval by a greater number of administrators is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.13 Adjourned Meetings. If at any meeting of the Board of Administrators there be less than a quorum present, the majority of those 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.

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3.14 Joiner in Meeting by Approval of Minutes. A member of the Board of Administration may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purpose of creating a quorum.

3.15 The presiding officer of administrators' meetings shall be the Chairman of the Board, if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the administrators present shall designate one of their number to preside.

3.16 The order of business at administrators' meetings shall be:

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

3.17 Administrators' compensation, if any, shall be determined by the members.

3.18 Committees. The Board of Administrators by resolution adopted by a majority of the full Board may designate from among its members an executive committee, and one or more other committees, whose exercise of power shall be subject to the prior and subsequent approval of the Board of Administrators. The Board of Administrators may delegate to the executive committee such powers as it deems proper, except as prohibited by Florida Statutes, §607.127 (a-f) and the Board may designate one or more members as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee.

3.19 Regulations. The Board of Administrators may adopt, amend and rescind Rules and Regulations to govern the operation and use of the Condominium, its property, the common elements and any lease, recreational or other common facility. The Rules and Regulations shall be uniform and shall not conflict with the Declaration, Articles of Incorporation or these Bylaws.

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

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shall have all of the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium and these Bylaws, where permissible under the Condominium Act (Chapter 718 F.S.) 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 powers as set forth in the Articles of Incorporation.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be the administrator, a Vice President, who shall be an administrator, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Administrators and shall serve at the pleasure of the Board of Administrators. Any person may hold two or more offices, except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Administrators 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 Board of Administrators shall elect a delegate and alternate to the Board of Administrators of ASHTON LAKES COMMUNITY ASSOCIATION, who shall serve for a two (2) year term. Such persons shall be members of the Board of Administration of the Condominium and may hold that office in addition to any other office of the Association.

5.2 The President shall be the chief executive officer of the Association, and shall be an ex officio member of all such standing committees except any nominating committee. He shall have all of the powers and duties usually vested in the office of 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.

5.3 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 Administrators.

5.4 The Secretary shall keep the minutes of all proceedings of the administrators and the members. He shall attend to the giving and serving of all notices to the members and administrators 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, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Administrators or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.3 The compensation, if any, of all officers and the compensation of all employees of the Association shall be fixed by the Administrators. The provision that Administrators' fees shall be determined by members shall not preclude the Board of Administrators from employing an Administrator as an employee of the Association, nor preclude the contracting with an Administrator Director for the management of the Condominium.

5.7 All officers serve at the pleasure of the Board of Administrators. Any officer may be removed by a majority vote of the Administrators at a special meeting called for that purpose.

5.8 A vacancy in office shall be filled by the Board of Administrators as soon as is practicable following the creation of the vacancy.

6. 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:

6.1 Accounts. The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include an amount no less than is required to provide funds in advance for payment of all of the anticipated current operating expense and for all of the unpaid operating expense previously incurred.

b. Reserve Accounts. Reserve accounts for the funds required by the Florida Condominium Act, now Fla. Stat. 719.106(j)2, not waived or reduced by the Unit Owners, together with money collected for capital expenditures and deferred maintenance. The Board of Administrators may deposit these funds in more than one bank account but adequate accounting records shall be kept so that the funds will be used only for the purpose designated. The reserves shall only be used for the purpose for which they are reserved unless their use for other purposes is approved in advance by vote of the majority of the voting interests of the Association present at a duly called meeting of the Association.

Each reserve account shall be stated as a separate item and the budget shall show the estimated life, estimated replacement cost, and the estimated remaining useful life for each item for which reserves

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are maintained or required, if not waived. The budget shall state separately the current balance in each reserve account as of the date the proposed budget is prepared.

Reserves shall be established and maintained for capital expenditures and deferred maintenance (purchase or replacement of an asset whose life is greater than one year or the addition of an asset which extends the life of a previously existing asset for a period greater than one year).

5.2 Annual Budget. The proposed annual budget of common expenses of the condominium shall be detailed and shall show the amount that is required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Expenses shall be shown monthly and annually. The budget shall state accounts and expense classifications including, but not limited to:

A. Expenses for ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC.:

- (1) Administrative and salary expenses;
- (2) Management fees;
- (3) Professional fees and expenses;
- (4) Costs for building maintenance and repair;
- (5) Expenses for refuse collection and utility services;
- (6) Insurance;
- (7) Security provisions;
- (8) Other expenses;
- (9) Operating capital;
- (10) General reserves, maintenance reserves and depreciation reserves;
- (11) Fees paid Bureau of Condominiums, Division of Florida Land Sales and Condominiums.

B. Expenses for an Owner of a Unit in ASHTON LAKES NO. 2, a Condominium:

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- (1) The payment due ASHTON LAKES COMMUNITY ASSOCIATION by its budget of anticipated expenses for the operation, maintenance, repair, and replacement of the ASHTON LAKES COMMUNITY FACILITIES for the proposed year.

a. Adoption of Budget. The Board of Administrators may adopt the proposed annual budget of common expenses for the Condominium. In such event, the Board of Administrators shall mail a notice of the meeting to adopt the proposed annual budget and copies of the proposed annual budget of common expenses to the Unit Owners not less than fourteen (14) days prior to the meeting at which the budget is to be considered.

b. Adoption of Budget by Unit Owners. As an alternative, the Board of Administrators may submit the budget to a special meeting of the Unit Owners of the Condominium and must do so when required by the provisions of Fla. Stat. 718.112(2)(e) (1986). At the special meeting of the Unit Owners to consider and enact a budget, adoption of the budget shall require a vote of not less than a majority of all the voting units in the Condominium. The budget may be proposed to the Unit Owners at a meeting of the owners or/and in writing, and if the proposed budget is approved by the Unit Owners at the meeting or by majority of the Unit Owners in writing without a meeting, the budget shall be adopted.

c. The proposed budget shall contain a statement of the reserves described above and required by the Florida Condominium Law. Such reserves shall be adopted unless waived or funded in an amount less than the total amount shown on the proposed budget at a duly called meeting of the members of the Condominium. Waiver or adoption of reserves in a lesser amount shall be by a majority vote of the members present at a duly called meeting or by a majority of all the Unit Owners of the corporation by written agreement. If reserves are not waived or funded in a lesser amount, the reserves as stated in the budget shall go into effect.

d. If the budget is amended after adoption, a copy of the amended budget shall be furnished to each member.

6.3 Assessments. The Board of Administrators shall assess the owners of Units in the Condominium for their share of the common expenses based upon the budget of the Condominium, the share of such expenses due from each Unit by the provisions of the Declaration of Condominium, and the share of the expenses of ASHTON LAKES COMMUNITY ASSOCIATION, INC. due from each Unit. Assessments shall be monthly, except when accelerated for non-payment as herein-after provided, and shall continue until changed by the Board of

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Administrators. Unit Owners shall be notified each year of the annual and monthly amount of the assessment for that year. The Association is not required to send monthly statements of assessments. Payment of assessments is due from Unit Owners whether or not the notice of assessment is received. The Association may require a member to maintain a security deposit to pay future assessments, which security deposits shall not exceed two monthly installments.

6.4 Assessments for Emergencies. The Board of Administrators may levy an assessment for an emergency expense not set forth in the budget of the Condominium, or not set forth in the amount subsequently found to be required, without prior approval of the Unit Owners of the Condominium provided that such special assessment shall not exceed \$500.00 per Unit. Emergency assessments shall be payable within thirty (30) days of mailing the notice of the special assessment. Unit Owners shall be given written notice of the meeting of the Board of Administrators at which the special assessment is adopted as provided by the Bylaws which shall state the amount of assessments proposed and the reasons for the assessment.

6.5 Amendments to the Annual Budget. As an alternative to emergency assessments, the annual budget of the Condominium may be amended during the budget year. Such amendment shall follow the procedure and be subject to the provisions and limitations of the Bylaws, Declaration of Condominium, and the State of Florida Condominium Act for the adoption of an annual budget.

6.6 Excess Assessments. Each year at the annual Owner's meeting or at a special meeting called for such purpose, the members shall determine whether to return to themselves any excess assessments (other than extra-ordinary assessments) not actually used in the managing, operating and maintaining of or the creation of reserves for each condominium or to have the excess applied against expenses for the following year. In the event such excess is determined to be returned to the Owners, it shall be allocated pursuant to the percentage in the common surplus held by each Unit.

6.7 Collection. A Unit Owner, regardless of how title has been acquired, including purchase at a judicial sale, is liable for all assessments which come due while he is a Unit Owner. The Unit Owner is jointly and severally liable with the grantor for all unpaid assessments against the unit for its share of the common expenses without prejudice to any rights of a grantee to recover from a grantor. The mortgagee of a first mortgage of record, or other purchaser of a unit at public sale resulting from foreclosure of a first mortgage, or the grantee of a deed given in lieu of foreclosure to a first mortgagee is not liable for the unit's share of common expenses or assessments which

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became due prior to acquisition of title as the result of the foreclosure or deed in lieu of foreclosure unless that share is secured by a Claim of Lien for assessments recorded prior to recording of the first mortgage. Assessments, installments of assessments, special assessments shall bear interest from the date due at the highest rate provided by law.

A. The liability for assessments may not be waived by waiver of the use or enjoyment of any common elements or by the abandonment for which the assessment is made.

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 assessments or enforcement of the lien, which lien is subject to and may be foreclosed pursuant to the provisions of Fla. Stat. 718.116, as amended from time to time.

C. Acceleration. If the Owner(s) of a unit is in default for failure to pay an assessment, and such default continues for more than thirty (30) days after the Association gives written notice to the Unit Owner of its intention to accelerate and foreclose the lien of the Association to collect the unpaid assessments, the Association may accelerate the due date of the assessments for the balance of the year and declare all assessments for the year due and payable. The notice shall include a statement that the Association will accelerate the balance of the monthly payments of the annual assessments due from the unit, if the unpaid assessments are not paid in full, including interest, costs and attorney's fees. If the Association elects to accelerate the assessments, notice of its election to acceleration shall be stated in the Claim of Lien.

6.8 The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board of Administrators 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 administrators.

6.9 The Association shall provide financial statements and/or financial reports as required by Fla. Stat. 718.11(13 & 14) and the rules and regulations of the Florida Division of Land Sales and Condominiums as these may be adopted and amended from time to time.

6.10 Fidelity bonds shall be required by the Board of Administrators from all Administrators or officers handling or responsible for Association funds. The amount of such bonds shall be determined by the Administrators. The premiums on such bonds shall be paid by the Association.

6.11 Assessment Certificate. An Owner of or mortgagee or lien holder on, any Unit within the Condominium may require the Association to furnish a certificate showing the amount of unpaid assessments against the Unit. Any person other than the Owner who relies upon the certificate shall be protected by it.

6.12 Records. The Association shall maintain accounting records for the Association for a period of seven (7) years, which records shall be kept according to good accounting practices which include but not be limited to:

A. Accurate, itemized, and detailed records of all receipts and expenditures;

B. A current account and a monthly statement of the account of each unit designating the name of the Unit Owner, the due date, and the amount of each assessment, the amount paid upon the account, and the balance due.

C. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

6.13 The Association shall maintain the following records:

A. A copy of the plans, permits, warranties, and other items provided by the Developer pursuant to Fla. Stat. 718.301(4).

B. The original or a photocopy of the recorded Declaration of Condominium and each Amendment thereto.

C. The original or a photocopy of the recorded Bylaws of the Association and each Amendment thereto.

D. A certified copy of the Articles of Incorporation of the Association and each Amendment thereto.

E. A copy of the current rules of the Association.

F. Minutes of all meetings of the Association of the Board of Administrators and of the Unit Owners, which minutes shall be contained in books and shall be retained for a period of not less than seven years.

G. A current roster of all Unit Owners and their mailing addresses, unit numbers and, if known, telephone numbers.

H. Voting certificates of Corporations and dispute settlement agreements of Owners, when required.

I. All current insurance policies of the Association and the Condominium.

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J. A copy of any management agreement, lease, or other contract to which the Association is a party, or under which the Association or the Unit Owners have an obligation and responsibility.

K. Bills of sale or transfer for all property owned by the Association.

L. Ballots, sign-in sheets, voting proxies, and all other papers relating to elections, which records shall be maintained for a period of one (1) year from the date of the meeting to which the record relates.

M. All rental records for which the Association is acting as agent for the rental of condominium units.

All records shall be maintained in the County in which the Condominium is located, or within fifty (50) miles of the Condominium if maintained in another County, open to inspection by any member or his representative at reasonable times. The right to inspect includes making or obtaining copies at the member's expense.

6.14 Assessments for ASHTON LAKES COMMUNITY ASSOCIATION. ASHTON LAKES COMMUNITY ASSOCIATION shall prepare and furnish an annual budget of all proposed receipts and expenditures including reasonable allowances for contingencies and working funds. The budget of ASHTON LAKES COMMUNITY ASSOCIATION, INC. shall state the total amount to be collected from all of the Units within ASHTON LAKES Residences and the amount due from each Unit. The amount due ASHTON LAKES COMMUNITY ASSOCIATION from each Unit of ASHTON LAKES NO. 2, a Condominium, shall be included in the Annual Budget of the Condominium and collected from the individual members by the Condominium as assessments in accordance with Fla. Stat. 718.116 (1984), and the Declaration and Bylaws of the Condominium. These provisions for assessment and collection do not conflict with or modify the other provisions of the Declaration of Condominium of ASHTON LAKES NO. 2, or the Articles of Incorporation or Bylaws of ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, or ASHTON LAKES COMMUNITY ASSOCIATION which provides that ASHTON LAKES COMMUNITY ASSOCIATION may receive payments directly from owners and may file a lien for assessments.

Assessments to pay the amounts due by the ASHTON LAKES COMMUNITY ASSOCIATION Budget shall be divided equally among all of the owners of units in the ASHTON LAKES Community, and shall be collected by each condominium, or other organization provided to administer the residences within the ASHTON LAKES COMMUNITY.

7. 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.

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9. Minutes. Minutes of all meetings of the members and all meetings of the Board of Administrators shall be kept in a book and shall be available for inspection by Unit Owners and Board members and their authorized representatives at all reasonable times. All minutes shall be retained for a period of not less than seven (7) years.

10. Rules and Regulations. The Association may adopt reasonable rules and regulations to be uniformly applied to all members governing the details of the operation and use of the common elements. Except for the initial rules and regulations which may be adopted by the first Board of Administrators, such rules and regulations may be adopted, amended or rescinded only at any regular or special meeting of the members by a vote of at least 51% of the entire membership.

11. Association May Acquire and Enter Into Agreements. Subsequent to the recording of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Condominium, for the enjoyment, recreation or other use or benefit of the members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the common expenses. The Board of Administrators of the Association may adopt covenants and restrictions relating to the use of such facilities.

12. Indemnification. The Association may indemnify those persons as set out within Article 7.1 of the Articles of Incorporation. The corporation shall purchase and maintain insurance against liability for all Administrators, officers, employees and agents of the corporation even if the corporation could not indemnify him under the Article 7.1 provisions or under statutory law.

13. Litigation: Notice. 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 within a reasonable time to all Unit Owners and they shall have the right to intervene and defend.

14. Transfer Fee. If the transfer, lease, sale, or sublease of Units is subject to approval of anybody, no fee shall be charged in connection with a transfer, sale, or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50. No charge shall be made in connection with an extension or renewal of the lease.

15. Notice of Meeting Where Assessment to be Considered. 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.

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# State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 7, 1988, as shown by the records of this office.

The document number of this corporation is N28759.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
7th day of October, 1988.



*Jim Smith*  
Jim Smith  
Secretary of State

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ARTICLES OF INCORPORATION

OF

FILED

ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC.

STATE  
OF FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and verify as follows:

ARTICLE 1

Name, Address and Registered Agent

1.1) Name. The name of the corporation shall be ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. For convenience, the corporation shall be herein referred to as the "Association".

1.2) Address and Registered Agent. The street address of the initial registered office of the Association is 1605 Main Street, Suite 1111, Sarasota, FL 34236, and the name of the Association's initial registered agent at such address is Robert W. Beaudry.

ARTICLE 2

Purpose

2.1) Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act for the maintenance, operation, and management of Ashton Lakes No. 2, a Condominium (herein referred to as the "Condominium"), located in Sarasota County, Florida.

2.2) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall have no shares of stock.

ARTICLE 3

Powers

3.1) Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit and all of the powers and duties of an Association as set forth in Section 718.111, Florida Statutes, and those set forth in the Declaration of Condominium and the Association Bylaws if not inconsistent with the Florida Condominium Act.

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The Association shall have all the powers set forth in the Condominium Act of the State of Florida, all of the powers and duties reasonably necessary to carry out the purposes of the Condominium Act, and to carry the limited trust herein.

- and to collect assessments against members as set forth in the Declaration of Condominium, the Bylaws and the rules, regulations and covenants of the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
  - (c) To maintain, repair, replace and operate the Condominium property.
  - (d) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit Owners.
  - (e) To make and amend from time to time reasonable rules and regulations respecting the use of the property within the Condominium.
  - (f) To approve or disapprove the sale, transfer, lease, mortgage, occupation and ownership of Units in the Condominium.
  - (g) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association, and the regulations for use of the property of the Condominium.
  - (h) To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, execution of contracts on behalf of the Association.
  - (i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

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3.1) To employ persons to perform the services required for proper operation of the Condominium.

3.2) To acquire, lease, purchase, or otherwise obtain, and to maintain, repair, improve, and operate, any and all buildings, structures, and other improvements, and any and all land, and any and all utilities, services, and other recreational facilities, whether or not contiguous to the land of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

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

3.4) Limitation On Exercise Of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws of the Association.

#### ARTICLE 4 Members

4.1) The members of the Association shall consist of all of the record Owners of Units in the Condominium from time to time, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2) Change of Membership. After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner designated by the instrument thereby automatically becomes a member of the Association and membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of 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 the members' Unit.

Each Unit shall be entitled to one vote. The exact amount by Owners in a Unit and the power of that vote shall be determined by the Association.

**ARTICLE 3  
Directors**

The Board of Directors and Election of Directors, the affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors provided by the Bylaws, but not less than three (3) Directors; and in the absence of such Association shall consist of three (3) Directors designated, other than those elected or appointed by Developer, must be members of the Association. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. The members on the Board of Directors shall be elected in the manner provided by the Bylaws of the Association and Directors may be removed as provided for in the Condominium Act.

5.2) **First Board of Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Vera Tillet Mount	5734 Ashton Lakes Drive Sarasota, FL 34231
Donald J. Andersen	5762 Ashton Lakes Drive Sarasota, FL 34231
Bob L. Beasley	5776 Ashton Lakes Drive Sarasota, FL 34231

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**ARTICLE 6**  
**Officers**

The affairs of the Association shall be administered by a Board of Directors. The Board shall consist of five (5) members and shall have the power to elect or designate any or all of its officers. The officers shall be elected by the Board of Directors at a Special Meeting which shall immediately follow the annual meeting of the members of the corporation and shall serve at the pleasure of the Board of Directors. The names and address of the officers shall be listed until their successors are designated and elected by the Board of Directors are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Vera Tillat Mount	President	5734 Ashton Lakes Drive Sarasota, FL 34231
Donald J. Andersen	Vice-President	5762 Ashton Lakes Drive Sarasota, FL 34231
Bob L. Beasley	Secretary- Treasurer	5776 Ashton Lakes Drive Sarasota, FL 34231

**ARTICLE 7**  
**Indemnification**

7.1) Indemnification. The Association does indemnify any officer, Administrator, committee member, employee and agent who was or is a party in any proceedings (other than action by or in the right of the Association against such person), by reason of the fact that such person is or was an Administrator, officer, committee member, employee or agent of the Association, or is or was serving at the request of the Association as an Administrator, officer, committee member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceedings in accordance with and subject to the limitation of Florida Statute 607.014 as amended from time to time.

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7.1) Exculpation. This Association has been formed by officers, administrators and/or members of the Developer named within the Articles of Incorporation. No contract or other transaction between this Association and the Developer or any other person or corporation shall be void or voidable because the officers, administrators, and/or members are financially interested in either this Association or are so interested in the other party to the contract or the transaction or both.

#### ARTICLE 8 Bylaws

8.1) Bylaws. The Bylaws of the Association may be altered, amended or repealed by the members in the manner provided by the Bylaws.

#### ARTICLE 9 Amendments

9.1) Amendments. Amendments to these Articles of Incorporation shall be adopted in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Administrators or by a majority of the members of the Association.
- (c) Approval of Amendments to the Articles of Incorporation must be by at least 51% of the members of the Association.

9.2) Limitation on Amendments. No amendment shall make any changes in the qualification for membership, the voting rights of members, nor any change in Sections 2.1, 2.2, or 2.3 of Article 2, Section 3.3 of Article 3, or Section 10.1 of Article 10, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium units.

9.3) A copy of each amendment to these Articles shall be filed with the Office of the Secretary of State as required for Articles of Incorporation and shall be recorded in the Public REcords of Sarasota County, Florida.

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ARTICLE 10

Signatures

Subscribers (Incorporators)

11.1 The names and addresses of the subscribers (incorporators) of this Article of Incorporation are as follows:

Vera Tillet Mount	5734 Ashton Lakes Drive Sarasota, FL 34231
Donald J. Andersen	5762 Ashton Lakes Drive Sarasota, FL 34231
Bob L. Beasley	5776 Ashton Lakes Drive Sarasota, FL 34231

IN WITNESS WHEREOF the subscribers (incorporators) have affixed their signatures this 31 day of August, 1988.

Vera Tillet Mount

Donald J. Andersen

Bob L. Beasley

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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SEP 27 1988  
NOTARY PUBLIC  
STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

Willet Mount  
William J. Anderson  
John L. Beasley

appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles.

WITNESS my hand and official seal this 31 day of September, 1988.

John L. Beasley  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. MAR. 7, 1990  
BORNED THRU GENERAL INS. DIV.

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The undersigned, on the date indicated, as record Owner of the Unit in Ashton Lakes Condominium described below has executed the Third and Fourth Amendments to the Declaration of Condominium of Ashton Lakes, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 1708, page 116 thru 212, both inclusive, and Condominium Book 23, pages 4, 4A thru 4N, both inclusive, as amended, for the purpose of expressing assent and approval, in writing, to the Third and Fourth Amendments to the Declaration of Condominium of Ashton Lakes, a Condominium.

The persons whose signatures appear in this column witnesses the execution of this Amendment to the Declaration of Condominium of Ashton Lakes, a Condominium, by the persons whose signatures appear in the right column:

*Joe E. Brown*  
Witness  
*Barbara K. ...*  
Witness

*Wes Gleason*  
WES GLEASON, AS PROXY & ATTORNEY-IN-FACT FOR THE FOLLOWING OWNERS OF UNITS IN ASHTON LAKES, A CONDOMINIUM

Owners: James D. Campbell & Pauline Campbell, June Kerry Scanlon, Wallace W. Packard & Lorayne F. Packard, Mary A. Pestana, Mary J. Decker, Howard Kiesel and Audree Kiesel, Robert J. Connolly, and Ann M. Connolly, Mary N. Gabriel, Virginia P. Werker, Joseph T. Panucci and Ann H. Panucci, Angela J. Maluso and Catherine P. Maluso, Swedane, Inc., James S. Paris & Joyce Paris, Russell Morrison & Marlene Morrison, Bradd E. Schule, Sally A. Schule, and Albert Kroeger, Melanie Kispert

Signed on 7/6/88, 1988

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STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WES GLEASON, AS PROXY & ATTORNEY-IN-FACT FOR THE OWNERS OF UNITS IN ASHTON LAKES, A CONDOMINIUM, as set forth above, to me known to be the persons described in and who executed the foregoing Third and Fourth Amendments to the Declaration of Condominium of Ashton Lakes, a Condominium, and acknowledged before me that each executed the same as his free act and deed.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of July, 1988.

*[Signature]*  
Notary Public  
My commission expires:

April 2, 1990

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ABTRACTOR'S NOTE: For the sake of economy & brevity, pages 544 to 622, containing ~~additional~~ signatures are omitted. Complete copies will be furnished upon request

TITLE SEARCH  
SHOWING OWNERSHIP AND MORTGAGES ONLY

NO. 39279

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Provided for: Lyons, Beaudry & Anderson

Effective Date of Search: June 10, 1988 at 11:00 P.M.

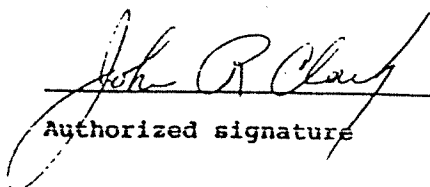
Attached List shows the owners of Record and Holders of Mortgages for the various Units of ASHTON LAKES, Phases I, II & III ...

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This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the instruments referenced above.

Signed this 12th. day of July, 1988

Attorneys' Title Services, Inc.

  
Authorized signature

PHASE I

<u>Building 11</u>				
✓1C B11 PI	5617	Mary A. Pestana	1st Fed S&L Largo	✓
✓2C B11 PI	5633	Byron L. Hendley/Fred J. DeWitte, Jr.	1st Pres.S&L Assoc	✓
✓3C B11 PI	5619	Raymond L. Mylott, Jr.	1st Fed S&L Largo	
✓4C B11 PI	5635	Charles D. & Betty D. Crosley	1st Fed S&L Largo	
✓5C B11 PI	5629	Rickard V. & Augustina Brown	1st Fed S&L Largo	
6C B11 PI	5645	Nellie & Edward J. McDougall, Sr.		
✓7C B11 PI	5631	Charles A. O'Quinn III & Betty L. O'Quinn, Trustees	1st Fed S&L Largo	
✓8C B11 PI	5647	Allen F. Menard & Carl C. Madsen	1st Pres S&L Assoc	
✓9B B11 PI	5621	Wesley S. Gleason	1st Pres S&L Assoc.	
✓10A B11 PI	5623	Wallace W. & Lorayne F. Packard	1st Pres S&L Assoc	
✓11B B11 PI	5625	James S. Paris & Russell A. Morrison	1st Fed S&L Largo	
✓12A B11 PI	5627	Howard & Audree Kiesel		
✓13B B11 PI	5637	Marie Williams		
✓14A B11 PI	5639	May Rich	1st Fed S&L Largo	
✓15B B11 PI	5641	Homer D. & June A. Witzel		
✓16A B11 PI	5643	Raymond L. Mylott, Jr.	1st Fed S&L Largo	

Building 13

✓1C B13 PI	5669	Cheryl Rae Leonard	1st Pres.S&L Assoc	
2C B13 PI	5685	Matteo & Rosemary Castigliengo		
✓3C B13 PI	5671	Richard H. & Joy E. Slayback	1st Fed S&L Largo	

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4C B13 PI	5687	James S. Paris & Russell A. Morrison	1st Fed S&L Largo
✓5C B13 PI	5681	Margaret E. Dann	
✓6C B13 PI	5697	Valerie Crane	Amerifirst FSLA
✓7C B13 PI	5683	Mary J. Decker	
8C B13 PI	5699	Mary Jane Sheehan	1st Fed S&L Largo
✓9B B13 PI	5673	John J. & Nancy Nocera	Anthony & Louise Nocer
✓10A B13 PI	5675	Swedane, Inc.	1st Fed S&L Largo
✓11B B13 PI	5677	James D. & Pauline Campbell	Amerifirst FSLA
✓12A B13 PI	5679	June Kerry Scanlon	
✓13B B13 PI	5689	Philomena Magri	
✓14A B13 PI	5691	Wallace W. & F. Lorayne Packard, Trustees	1st Fed S&L Largo
✓15B B13 PI	5693	Charles R. & Virginia V. Brew	
✓16A B13 PI	5695	Charles D. & Betty D. Crosley	1st Fed S&L Largo

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PHASE II

Building <sup>15</sup>/~~12~~

✓ 1A B15 PII	5782	Mary N. Gabriel	
✓ 2B B15 PII	5780	Bradd E. Schule	1st Fed S&L Largo
✓ 3B B15 PII	5776	Bobby L. & Judith K. Beasley	1st Fed S&L Largo
✓ 4B B15 PII	5778	1st Largo Svc Corp	
✓ 5B B15 PII	5772	Ann M. Connolly	1st Fed S&L Largo
✓ 6B B15 PII	5774	Tove Tarpgaard	1st Fed S&L Largo
✓ 7B B15 PII	5768	Lois Jean Rule	Meritor Savings
✓ 8B B15 PII	5770	Calvin J. Moultry & Doris B. Moultry	1st Largo Svc Corp
✓ 9B B15 PII	5764	Amelia V. Wingard	Glendale FSLA
✓ 10B B15 PII	5766	Joseph G. Donahoo	Home Sav of America
✓ 11B B15 PII	5762	Donald J. & Michelle R. Andersen	1st Fed S&L Largo
✓ 12A B15 PII	5760	Jose M. & Ana M. Gomez	1st Largo Svc Corp

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PHASE III

1A B14 PIII	5746	Don P. Holtz	1st Fed S&L Largo
✓ 2A B14 PIII	5748	Charles A. O'Quinn III & Betty L. O'Quinn, Trustees	1st Fed S&L Largo
✓ 3B B14 PIII	5742	Joseph T. & Ann H. Panucci	1st Fed S&L Largo
4B B14 PIII	5744	Angelo J. & Catherine P. Maluso	1st Fed S&L Largo
✓ 5B B14 PIII	5738	Albert Kroeger	1st Fed S&L Largo
✓ 6B B14 PIII	5740	Gordon H. & Deborah C. Loetz	1st Fed S&L Largo
✓ 7B B14 PIII	5734	Bernard Mount, Jr. & Vera Tillett Mount	
✓ 8B B14 PIII	5736	1st Largo Svc Corp	
✓ 10B B14 PIII	5730	1st Largo Svc Corp	
✓ 11B B14 PIII	5726	Francis G. & Eileen E. Loetz	1st Fed S&L Largo
✓ 12A B14 PIII	5732	1st Largo Svc Corp	
✓ 12B B14 PIII	5728	Melanie Kispert	
✓ 13B B14 PIII	5722	Elton D. & Betty J. Carter	1st Fed S&L Largo
✓ 14B B14 PIII	5724	M. Earl Connell	1st Fed S&L Largo
✓ 15A B14 PIII	5718	Robert Wye & Nancy W. Weber	1st Largo Svc Corp
16A B14 PIII	5720	Virginia P. Werker	

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RECORDS  
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MAY 16 1988

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

First - That ASHTON LAKES NO. 2 CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office of business at City of Sarasota, County of Sarasota, State of Florida, has named ROBERT W. BEAUDRY located at 1665 Main Street, Suite 1111, in the City and County of Sarasota, FL 34236, as its agent to accept service of process within this state.

Vera J Mount

Corporate Officer

Title: President

Date: September 26, 1988

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Robert W. Beaudry

Resident Agent

Date: Oct 3, 1988

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TAMPA, FLORIDA  
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SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF ASHTON LAKES, A CONDOMINIUM

O.R. 1866 Pg 0581

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF ASHTON LAKES, a Condominium, made this 23<sup>rd</sup> day of June, 1986, by GENERAL PROPERTY INVESTMENTS, INC., a Florida corporation (hereinafter referred to as "Developer"), and FIRST LARGO SERVICE CORPORATION, a Florida corporation (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, Developer with joinder by Owner has heretofore executed a Declaration of Condominium dated August 21, 1984, and First Amendment thereto respectively recorded at O.R. Book 1708, Pages 0116-0212, both inclusive, and O.R. Book 1720, Pages 1396-1399, both inclusive, Public Records of Sarasota County, Florida, and recorded a Plat attached thereto as Exhibit "A" separately at Condominium Book 23, Pages 4, 4-A through 4-N, both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Owner is the present owner of the real property described within said Exhibit "A" attached hereto more particularly identified herein as Phases II and III;

WHEREAS, pursuant to Article 4 entitled "Development Plan," Subparagraph 4.2 of the Declaration of Condominium, Developer has determined to add now Phases II and III to this Condominium by its execution and filing and recording of the Second Amendment hereby submitting the real property described within the attached Exhibit "A" as Phases II and III;

WHEREAS, Developer has filed simultaneously herewith attached Exhibit "A" which includes therein a Certificate of Survey as to the substantial completion of construction pursuant to F.S. 718.104(4)(e) (1984) and Paragraph 4.10 of Article 4;

WHEREAS, pursuant to Article 4 entitled "Development Plan," Subparagraph 4.9 of the Declaration of Condominium, Developer executes this Second Amendment to reflect a change made to the interior design of the Units within Buildings 14 and 15 and files herewith as attached Exhibit "A" a Condominium Survey/Plot Plan illustrating therein the Unit floor plans;

WHEREAS, at a membership meeting of the Ashton Lakes Condominium Association, Inc. held August 16, 1985, the membership unanimously approved the changes proposed by Developer to the subsequent phases of the Condominium commencing with Phase II which changes are hereinafter set forth with particularity and/or are illustrated by the attached Exhibit "B";

NOW, THEREFORE, pursuant to Paragraphs 4.2, 4.9, and 4.10 of Article 4 and Paragraph 14.5 of Article 14 of the Declaration of Condominium, Developer with joinder by Owner hereby amends the Declaration of Condominium and Condominium Plat as follows:

6/23/86

*Steph*  
PREPARED BY STEPHEN D. REES  
OF ICARD, HERRILL, CULLIS, TIMM, & FUREN, P.A.  
100 S. WASHINGTON BLVD. SARASOTA, FLA. 33577



1. LEGAL DESCRIPTION OF REAL PROPERTY SUBMITTED TO CONDOMINIUM AS PHASE II AND III AND THE CLUBHOUSE TRACT OF ASHTON LAKES. Developer, with joinder by Owner pursuant to the Declaration, Article 4, hereby submits the real property described within the attached Exhibit "A" as Phases II and III and the Clubhouse tract of Ashton Lakes, a Condominium, to condominium ownership, subject to all the restrictions, reservations, limitations, easements, conditions, covenants, and agreements set forth or referenced within the Declaration of Condominium described at O.R. Book 1708, Pages 0116-0212, and First Amendment thereto at O.R. Book 1720, Pages 1396-1399, both inclusive, Sarasota County Public Records as Phases II and III, together with the Clubhouse tract described at Condominium Book 23, Page 4C thereof.

2. EXHIBIT "A" TO THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM. Exhibit "A" to this Second Amendment to Declaration of Condominium is a survey of the real property hereby submitted as Phases II and III, a graphic description and plat plan locating the improvements thereon constructed, identifying the number of buildings, number of units, and number of each type of unit within such buildings, the common and limited common elements, their respective locations, and dimensions, and a certificate certifying to the substantial completion of construction of such improvements therein depicted.

3. RESULTING PROPORTION OF OWNERSHIP INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT. Pursuant to the Declaration, Article 4, Subparagraph 4.2 thereof, upon submission of these Phases II and III to this Condominium, there are now 3 total phases of this Condominium which are considered as merged and upon such merger, each unit shall be vested with a 1/60th ownership of the common elements of the merged phases, bear 1/60th of the common expenses of the merged phases, and be entitled to 1/60th share of the common surplus of the merged phases.

4. AMENDED BUILDING PLAN FOR SUBSEQUENT PHASES COMMENCING WITH PHASE II. Exhibit "B" is a Plot Plan depicting an alternate proposed Buildings, Units type and number therein, and other Improvements to be constructed by Developer within the Subsequent Phases of the Condominium which, due to their different size, dimensions, configuration, and location to those previously described within the recorded Declaration of Condominium and depicted within the recorded Condominium Survey/Plot Plan may necessitate certain nonmaterial changes to the legal descriptions for one or more of the subsequent phases.

In the event construction of the alternate proposed Buildings, Units therein, and other improvements within a subsequent phase shall require for submission of the particular phase to condominium change to the legal description for the phase boundary, Developer shall evidence such nonmaterial changes to the legal description of any such affected subsequent phase by setting it forth by complete metes and bounds description within the Condominium Survey/Plot Plan prepared for attachment to the Amendment to the Declaration of Condominium submitting that particular phase. Upon the recording of the Amendment, together with the attached Condominium Survey/Plot Plan, the legal description for and the survey of the land therein submitted to Condominium, as well as the graphic description therein of the Improvements in which the Units are located, and such other Improvements as have been constructed, their configuration, dimension, and location shall be controlling and shall so amend that heretofore described within Article 4, Paragraph 4.5 and the attached Exhibit "A" thereto within the original recorded Declaration of Condominium and

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Condominium Survey/Plot Plan, as well as such other Articles and paragraphs thereof within the Declaration as the context may so require.

The Amendment submitting the Subsequent Phase shall specifically identify the changes made to the following Articles and paragraphs therein within the Declaration of Condominium:

A. Article 4, Paragraph 4.15: The number of parking spaces constructed if different than that set forth in the Declaration;

B. Article 5, Paragraph 5.2: The types of Units and number thereof within the Building.

Developer hereby declares its reservation of right to develop within any one or more of the subsequent phases commencing with Phase II the Buildings and the Units therein and the other Improvements in the style, dimension, configuration, and location as shown within the attached Exhibit "B" and in particular, respecting Phases II and III as herein submitted, as shown within the attached Exhibit "A".

Respecting Phases II and III, and possibly one or more subsequent phases, Article 5, Paragraph 5.2 thereof is hereby amended to provide for 2 additional types of Units, their typical floor plan having been included as a part of Exhibit "A" hereto, to wit:

<u>TYPE</u>	<u>BEDROOMS</u>	<u>BATHROOMS</u>	<u>APPROX. AIR CONDITIONED SQ. FOOTAGE</u>
A (Ashwood)	3	2	1,645
B (Oakwood)	2	2	1,360

and Article 5, Paragraph 5.2(c) is amended to refer to no Type C Units, 10 Type B Units, and 2 Type A Units, and Article 5.2(b) is amended to refer to no Type C Units, 12 Type B Units, and 4 Type A Units respecting Phase III. Exhibit "A" to the recorded Declaration is therefore hereby amended to include those Unit Floor Plans, their number within each Building, and the revised Phases II and III legal descriptions constituting nonmaterial changes to those set forth within the previously recorded Declaration of Condominium.

5. IDENTIFICATION OF BUILDINGS AND UNITS. Attached hereto and incorporated herein is Exhibit "C" which sets forth the street address assigned to each Building and Unit therein within Phases I, II and III by the Sarasota County Zoning Department.

6. VALIDITY OF DECLARATION. This Amendment shall take effect at the time it is recorded in the Public Records of Sarasota County, Florida, simultaneously with the filing of the attached Exhibit "A" and the Condominium Declaration and Plat heretofore recorded are hereby deemed to be amended to include all matters herein, including the Certificate. The definitions of "condominium," "land," "common elements," "limited common elements" set forth

6/23/86

O. R. 1866 PG 0583

within the Declaration are automatically hereby deemed amended to conform to the provisions of this Second Amendment and the state of facts set forth within the Plat Plan and all other definitions within the Declaration shall also be deemed amended to conform to this Second Amendment and the attached and incorporated Certificate and Plat Plan, including without limitation, the definitions of "unit," "unit owner," "mortgagee," and "improvements." Except as specifically amended herein, all other provisions of the Declaration shall remain in full force and effect as originally executed, and the Declaration as specifically amended by this Second Amendment is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, Developer has executed this Second Amendment to Declaration of Condominium of Ashton Lakes, a Condominium, the day and year first above written.

Witnesses:

GENERAL PROPERTY INVESTMENTS, INC.,  
a Florida Corporation

"DEVELOPER"

Stephen J. Lee  
Em. Label

By: Rodney I. Connelly  
RODNEY I. CONNELLY  
President

6/23/86

U.N. 1000 PM UCR4 1

JOINDER AND CONSENT BY OWNER

FIRST LARGO SERVICE CORPORATION,  
a Florida Corporation

"OWNER"

*[Handwritten signature]*  
*[Handwritten signature]*

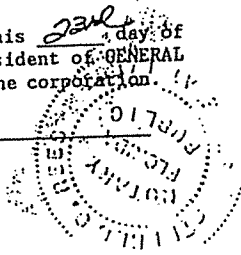
By: *[Handwritten signature]*  
EARL H. YOUNG  
President

O.R. 1866 PG 0585

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June, 1986, by RODNEY I. CONNELLY, who is the President of GENERAL PROPERTY INVESTMENTS, INC., a Florida corporation, on behalf of the corporation.

*[Handwritten signature]*  
NOTARY PUBLIC



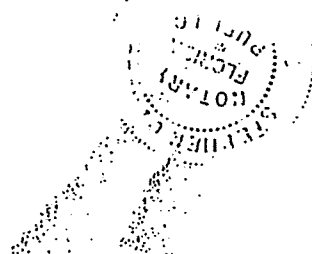
My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires May 30, 1988  
Bonded by U.S. Fire Insurance Co

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 1986, by EARL H. YOUNG, who is the President of FIRST LARGO SERVICE CORPORATION, a Florida Corporation, on behalf of the corporation.

*[Handwritten signature]*  
NOTARY PUBLIC



My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires May 30, 1988  
Bonded by U.S. Fire Insurance Co

6/23/86

O. R. 1866 Pg 0586

ASHTON LAKES, II & III

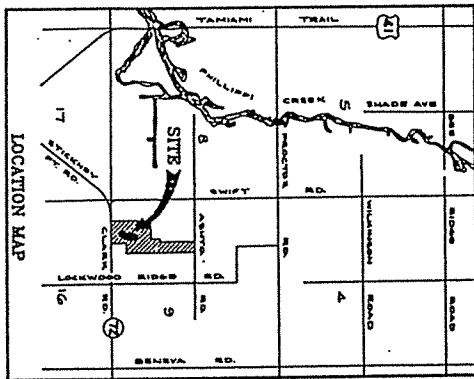
A CONDOMINIUM

IN SECTION 9, TWP. 37S., RGE. 18E.  
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 22 PAGE 111  
SHEET 1 OF 7 SHEETS

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

1. The subject of this plan is a portion of the property of the late J. M. ...
2. The subject of this plan is a portion of the property of the late J. M. ...
3. The subject of this plan is a portion of the property of the late J. M. ...
4. The subject of this plan is a portion of the property of the late J. M. ...
5. The subject of this plan is a portion of the property of the late J. M. ...
6. The subject of this plan is a portion of the property of the late J. M. ...
7. The subject of this plan is a portion of the property of the late J. M. ...
8. The subject of this plan is a portion of the property of the late J. M. ...
9. The subject of this plan is a portion of the property of the late J. M. ...
10. The subject of this plan is a portion of the property of the late J. M. ...



6-29-86

*[Signature]*

RECORDED'S OFFICE

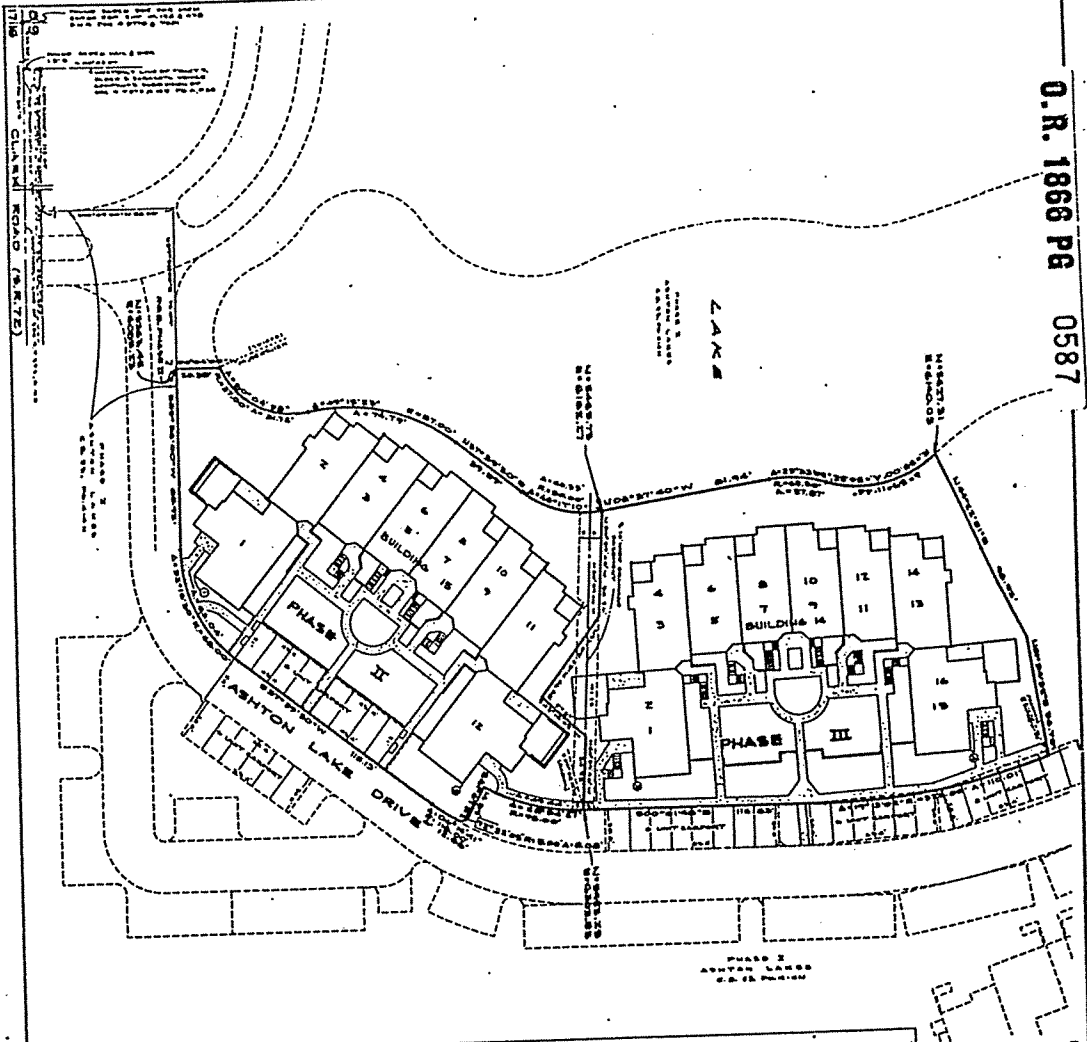
SECTION 17

SHALLY, WILLIAMS & SALTER, INC.  
CONDOMINIUM PLANNERS AND SURVEYORS  
JACKSONVILLE, FLORIDA

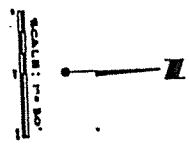
RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

Page 2 of 7  
EXHIBIT "A"

O.R. 1868 PG 0587



CONDOMINIUM BOOK 25 PAGE 41-A  
SHEET 2 OF 7 SHEETS  
ASHTON LAKES, II & III



LEGEND

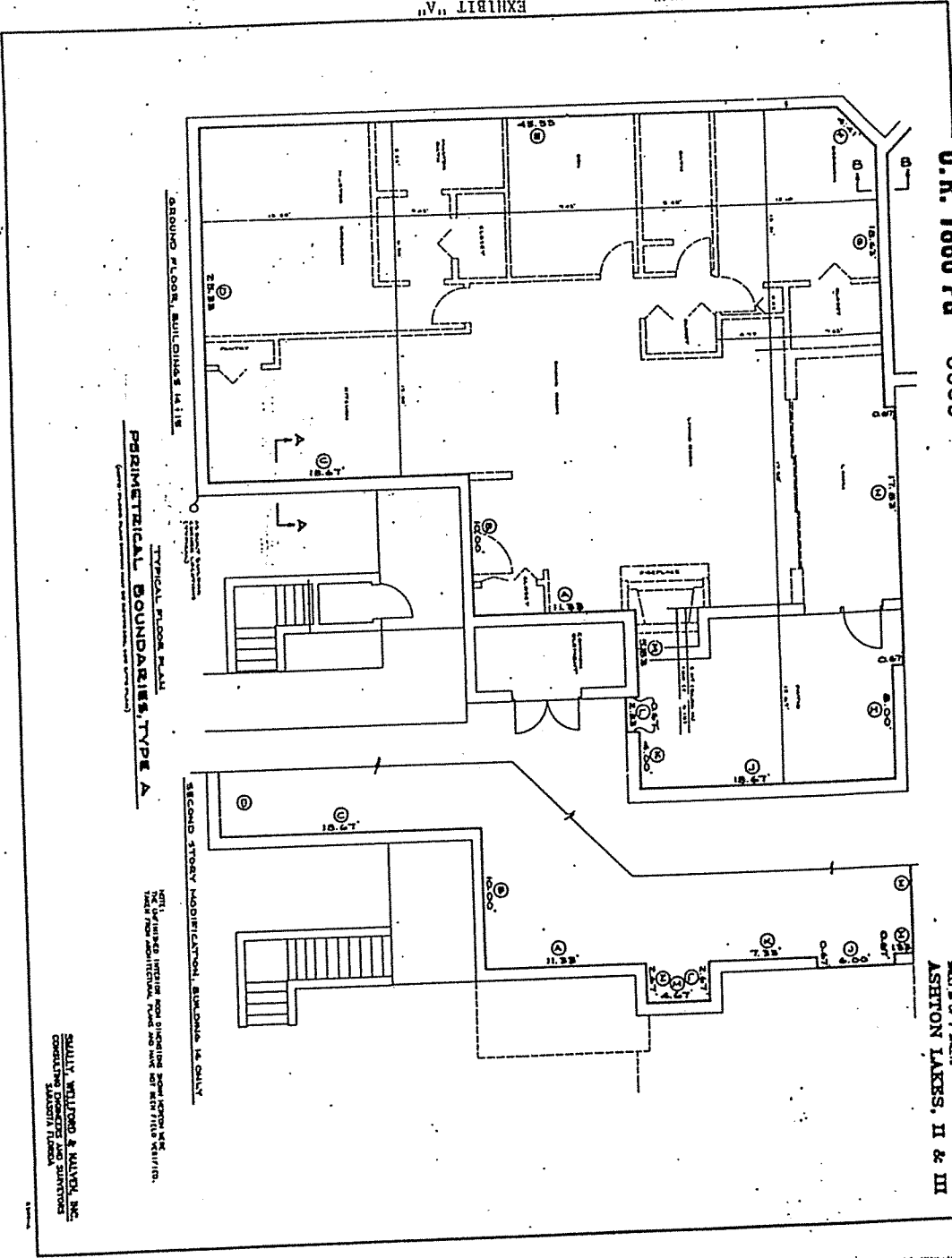
- Building Footprint
- Building Footprint
- Building Footprint
- Building Footprint
- Building Footprint

NOTES: 1. THIS PLAN IS A REVISION TO A PREVIOUS PLAN AND IS TO BE USED IN CONJUNCTION WITH THE PREVIOUS PLAN. 2. THE PLAN IS SUBJECT TO THE RECORDS OF THE COUNTY OF DALLAS, TEXAS.

SULLY WILLIAMS & MILNER, INC.  
CONSULTING ENGINEERS AND ARCHITECTS  
DALLAS, TEXAS

O.R. 1866 PG 0588

CONDOMINIUM BOOK 25 PAGE 471A  
SHEET 3 OF 3 SHEETS  
ASHTON LAKES, II & III



PERIMETER WALL  
TYPICAL FLOOR PLAN

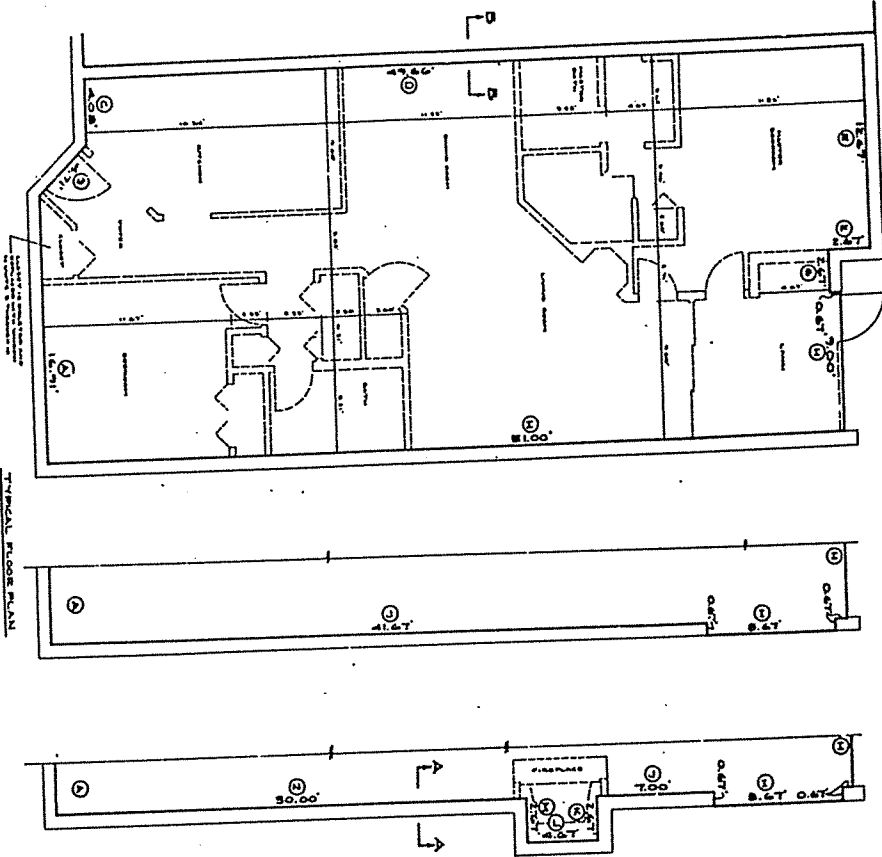
SECOND STORY MODIFICATION, BLDG. DIMS. 18' ONLY

NOT TO SCALE  
NOT TO BE USED FOR CONSTRUCTION  
NOT TO BE USED FOR RECORDING

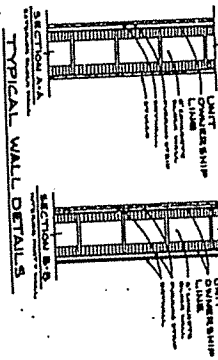
SHAW-WALKER & ASSOCIATES  
ARCHITECTS  
ASHTON LAKES, FLORIDA

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

O.R. 1866 PA 0589



TYPICAL FLOOR PLAN  
PERIMETRICAL BOUNDARIES, TYPE B



TYPICAL WALL DETAILS

QUALITY BUILDING & MAINTENANCE, INC.  
CONSULTING ENGINEERS AND ARCHITECTS  
TALLAHASSEE, FLORIDA

NOT TO SCALE. INTERIOR ROOM DIMENSIONS SHOWN HEREON ARE THE SAME AS INDICATED ON THE ARCHITECTURAL RECORD AND SHALL NOT BE FIELD VERIFIED.

CONDOMINIUM BOOK 25 PAGE 47C  
SHEET 4 OF 7 SHEET  
ASHTON LAKES, II & III

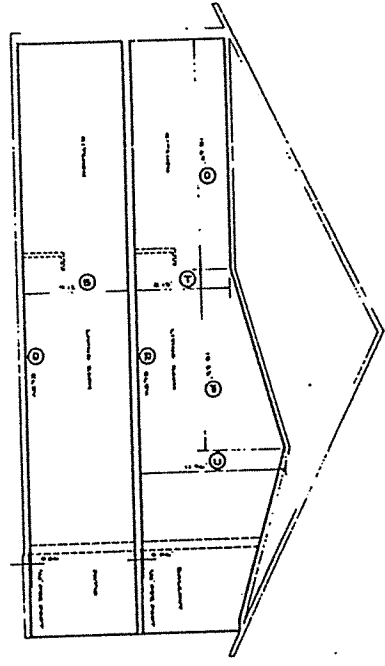


RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

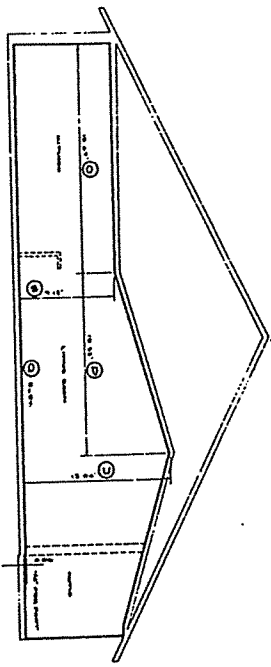
EXHIBIT "A"  
Page 5 of 7

O.R. 1866 PG 0590

CONDOMINIUM BOOK 25 PAGE 471D  
SHEET 5 OF 7 SHEETS  
ASHTON LAKES, II & III



TYPICAL SECTION - TYPE A, BLDG. 1A



TYPICAL SECTION - TYPE A, BLDG. 1B  
UPPER AND LOWER BOUNDARIES

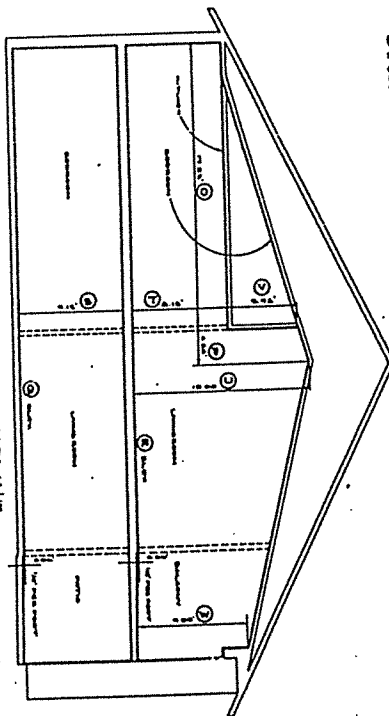
NOT TO SCALE UNLESS OTHERWISE NOTED. DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN FEET AND INCHES.

SMITH, WELLS & MILLER, INC.  
ARCHITECTS AND ENGINEERS  
TALLAHASSEE, FLORIDA

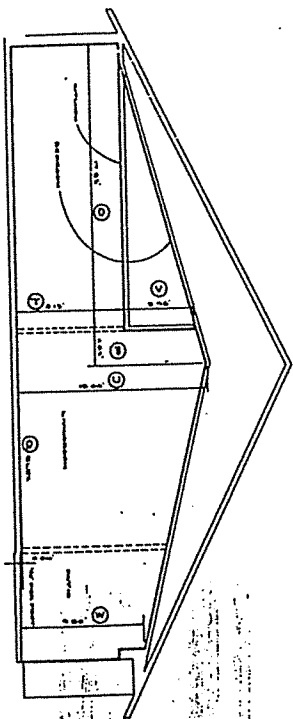
RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

Page 6 of 7  
EXHIBIT "A"

O. R. 1866 Pg 0591



TYPICAL SECTION - TYPE B, BLOCK 11B



TYPICAL SECTION - TYPE B, BLOCK 11B  
UPPER AND LOWER BOUNDARIES

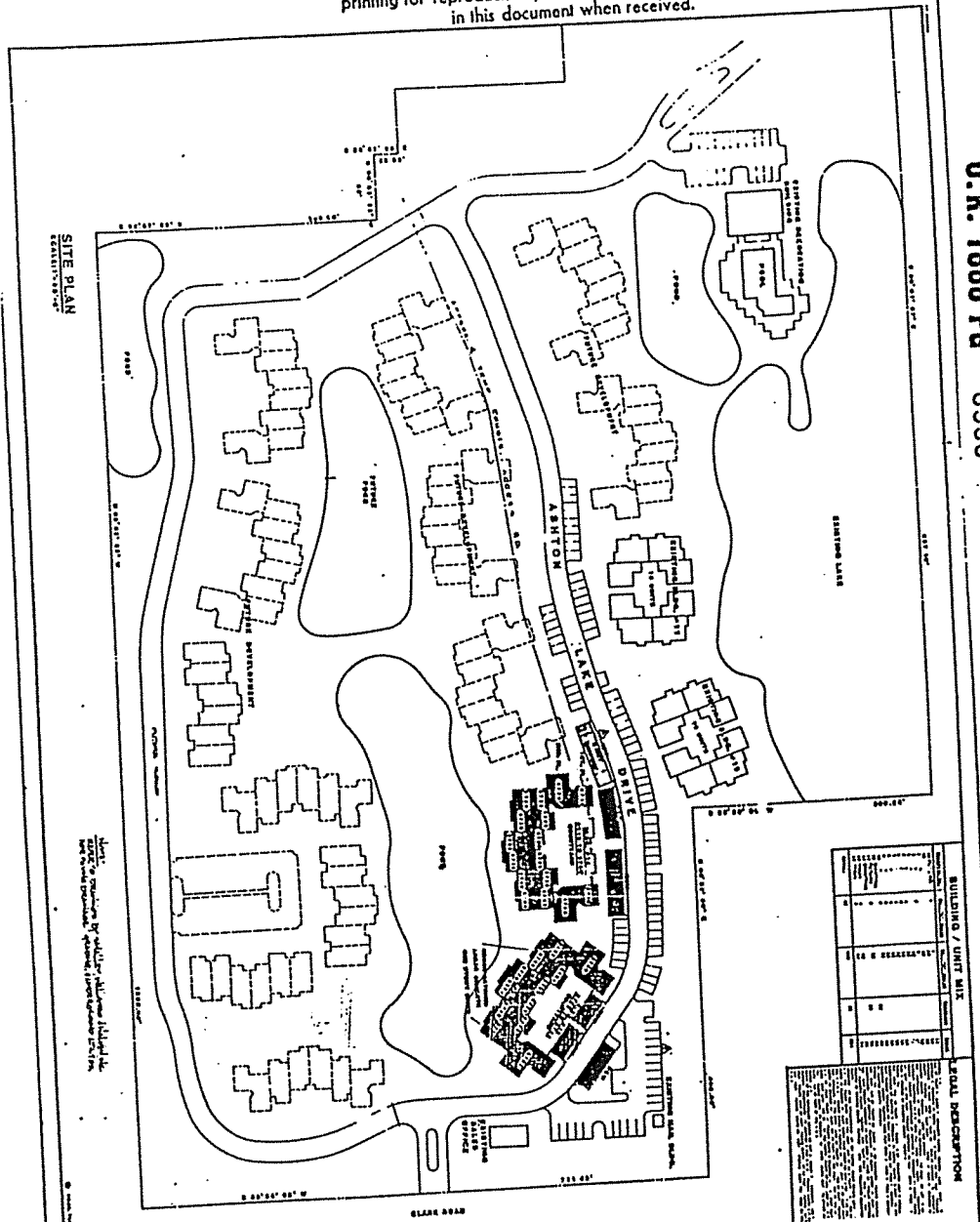
CONDOMINIUM BOOK 85 PAGE 492  
SHEET 6 OF 7 SHEETS  
ASHTON LAKES, II & III

NOT TO SCALE. INTERIOR ROOM DIMENSIONS SHOWN IN VIEW TO THE RIGHT FROM EXTERIOR. CURVE AND SHIP OF VIEW IS NOT TO SCALE.

MALLET WILLIAMS & HAYLER, INC.  
ARCHITECTS AND SURVEYORS  
CORPORATE OFFICE  
TALLAHASSEE, FLORIDA



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



O.R. 1866 PG 0593

SITE PLAN  
EXHIBIT "B"

Ashtons Lakes Condominium  
Site Plan  
Ashtons Lakes Condominium  
Site Plan  
Ashtons Lakes Condominium  
Site Plan

BUILDING / UNIT MIX	TOTAL DESCRIPTION
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35

SW-1  
1  
35

ASHTON LAKES  
A Condominium  
CLARK ROAD, BAYSHORE, FLORIDA - GENERAL PROPERTY INVESTMENTS INC., DEVELOPER

**ADP associates, incorporated**  
architecture and planning consultants  
203 north orange avenue suite 300 ocala, florida 32177 9997 6431

**ASHTON LAKES**  
A Condominium  
CLARK ROAD, BAYSHORE, FLORIDA - GENERAL PROPERTY INVESTMENTS INC., DEVELOPER

EXHIBIT "B"

ASHFURN LAKES

	<u>UNIT NO.</u>	<u>ADDRESS</u> <u>(ASHFURN LAKE DR.)</u>
<u>PHASE I - BUILDING 11</u>	1C	5617
	2C	5633
	7C	5619
	4C	5635
	5C	5629
	6C	5645
	7C	5631
	8C	5647
	9B	5621
	10A	5623
	11B	5625
	12A	5627
	13B	5637
	14A	5639
	15B	5641
	16A	5643
<u>PHASE I - BUILDING 13</u>	1C	5669
	2C	5685
	3C	5671
	4C	5687
	5C	5681
	6C	5697
	7C	5683
	8C	5699
	9B	5673
	10A	5675
	11B	5677
	12A	5679
	13B	5689
	14A	5691
	15B	5693
	16A	5695
<u>PHASE II - BUILDING 15</u>	1A	5782
	2B	5780
	3B	5776
	4B	5778
	5B	5772
	6B	5774
	7B	5768
	8B	5770
	9B	5764
	10B	5766
	11B	5762
	12A	5760
<u>PHASE III - BUILDING 14</u>	1A	5746
	2A	5748
	3B	5742
	4D	5744
	5B	5738
	6B	5740
	7B	5734
	8B	5736
	9B	5730
	10B	5732
	11B	5726
	12B	5728
	13B	5722
	14B	5724
	15A	5718
	16A	5720

EXHIBIT "C"

O.R. 1856 PG 0594

JOINER OF MORTGAGEE OF DECLARATION OF CONDOMINIUM OF  
ASHTON LAKES

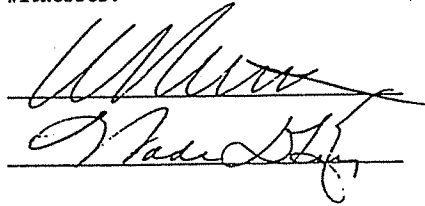
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO, the owner and holder of more than five (5) mortgages encumbering the land described in Exhibit "A" as Phase I attached to the Declaration of Condominium of Ashton Lakes, a Condominium, recorded at O.R. Book 1708, Pages 0116-0212, both inclusive, as amended, Public Records of Sarasota County, Florida, according to the Declaration thereof, Paragraph 14.5 thereof, hereby consents to and joins in the said Second Amendment to said Declaration thereof and agrees that the lien of its mortgages, to the extent of the encumbrances upon the land described in Exhibit "A" attached to the Declaration of Condominium shall be upon all of the condominium parcels of Ashton Lakes, a Condominium, according to said Declaration thereof, as amended, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgages held by it, or the priority of the liens created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Second Amendment to the Declaration of Condominium as hereinabove provided.

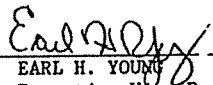
This instrument is executed by the undersigned for the purpose of complying with and pursuant to Article 14, Paragraph 14.4, 14.5 of said Declaration of Condominium.

EXECUTED this 23rd day of June, 1986.

Witnesses:



FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF LARGO

By:   
EARL H. YOUNG  
Executive Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

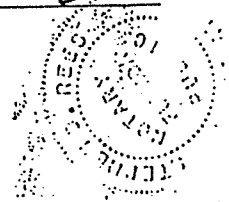
The foregoing Joinder of Mortgagee to Second Amendment to Declaration of Condominium of Ashton Lakes, a Condominium, was acknowledged before me this 23rd day of June, 1986 by EARL H. YOUNG, Executive Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO, for and on behalf of said corporation for the purposes therein stated.

  
Notary Public

My Commission Expires:

Notary Public State of Florida at Largo  
My Commission Expires May 30, 1988  
Bonded by U.S. Fire Insurance Co.

6/23/86



O.R. 1866 Pg 0595

CERTIFICATE OF SECOND AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF ASHTON LAKES, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the President and Secretary, respectively, of Ashton Lakes Condominium Association, Inc., a Florida nonprofit corporation, do hereby certify that at a duly noticed, called, and held meeting of the said Association, at which a quorum was present and voting throughout, the Association did, by unanimous vote of all voting rights of all unit owners, amend the Declaration of Condominium and the Condominium Survey/Plot Plan, heretofore recorded in the Public Records of Sarasota County, Florida, at O.R. Book 1708, Pages 0116-0212, both inclusive, and First Amendment thereto at O.R. Book 1720, Pages 1396-1399, both inclusive, and at Condominium Book 23, Pages 4, 4-A through 4-N, both inclusive, in the following particulars, to wit:

1. Paragraph 4.2 and Exhibit "A" annexed thereto are hereby amended through this Second Amendment to provide for nonmaterial changes to the subsequent phase legal description to be made by Developer for Building and other Improvements constructed within and for an alternate proposed Building Plan as illustrated within attached Exhibit "B" attached thereto and incorporated herein by reference: "Substantial rewording of Declaration. See provision 4.2 for present text."

2. Paragraph 4.5 and Exhibit "A" annexed thereto are hereby amended by this Second Amendment by the attachment thereto of Exhibit "B" incorporated herein by reference providing an alternate proposed Building Plan, depicting proposed Buildings, Units type and number therein, and other Improvements within the subsequent phases different from that shown within Exhibit "A" to the Declaration of Condominium and separately recorded at Condominium Book 4, Pages 4-A through 4-N: "Substantial rewording of Declaration. See provision 4.5 for present text."

3. Paragraph 4.11, Subparagraphs (b) through (n), both inclusive, and Exhibit "A" annexed thereto, are hereby amended by this Second Amendment by the attachment thereto of Exhibit "B" incorporated herein by reference depicting a proposed alternate particular Building, Unit type and number therein, and other Improvements and facilities within the particular subsequent phase: "Substantial rewording of Declaration. See provision 4.11(b) through 4.11(n), both inclusive, for present text."

4. Paragraph 4.15(a)(ii) and Exhibit "A" annexed thereto are hereby amended by this Second Amendment by the attachment thereto of Exhibit "B" incorporated herein by reference depicting alternate proposed location of driveway and location and number of parking spaces within subsequent phases. "Substantial rewording of Declaration. See provision 4.15(a)(ii) for present text."

5. Paragraph 5.2 and Subparagraphs (b), (c), and (d) are hereby amended by this Second Amendment by the attachment of Exhibit "B" thereto and incorporated herein by reference providing alternate proposed Unit types, Unit floor plans and number of Units within each Building within each subsequent phase:

6/23/86

O.R. 1866 Pg 0596

"Substantial rewording of Declaration. See provision 5.2 and Subparagraphs (b), (c), and (d) for present text."

IN WITNESS WHEREOF, this Certificate of Amendment was duly executed by the duly authorized officers of Ashton Lakes Condominium Association, Inc. this 24th day of June, 1986.

Signed, sealed, and delivered in the presence of:

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC.

Russell W. [Signature]  
Elaine Newton

By: [Signature]  
President

Attest: [Signature]  
Secretary  
(Corporate Seal)

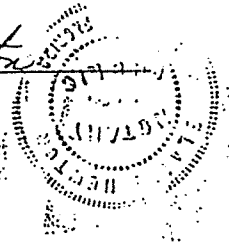
O.R. 1866 PG 0597

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24th day of June, 1986 by [Signature] and [Signature] as President and Secretary, respectively of Ashton Lakes Condominium Association, Inc., a Florida nonprofit corporation, on behalf of the corporation.

[Signature]  
Notary Public  
My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires May 17, 1988  
Bonded By SAFECO Insurance Company of America



6/23/86

FILED AND RECORDED  
R.H. HACKNEY, CLERK  
SARASOTA CO. FLA.  
JUN 26 11 55 AM '86



1700 Rec.

429982

O.R. 1720 PG 1396

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF ASHTON LAKES,  
A CONDOMINIUM

This First Amendment to Declaration of Condominium of ASHTON LAKES, a Condominium, made this 27th day of September, A.D., 1984, by GENERAL PROPERTY INVESTMENTS, INC., a Florida corporation, (hereinafter referred to as the "Developer"), for itself, its Grantees, Designees, successors, substitutes and assigns, by FIRST LARGO SERVICE CORPORATION, a Florida corporation (hereinafter referred to as the "Owner") for itself, its grantees, designees, successors, substitutes and assigns, and by ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, (hereinafter referred to as the "Association") for itself, its successors and assigns;

WITNESSETH:

WHEREAS, Developer has heretofore executed a Declaration of Condominium dated August 21, 1984, and recorded it at O.R. Book 1708, Pages 0116--0212, both inclusive, of the Public Records of Sarasota County, Florida, and recorded a Plat attached thereto as Exhibit "A" separately at Condominium Book 23, Pages 4, 4-A through 4-N, both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Developer and Association pursuant to Article 14 of the Declaration of Condominium desire to amend the Declaration of Condominium in the following particulars and also the Exhibit "A" Plat attached thereto;

WHEREAS, pursuant to Article 4 entitled "Development Plan", subparagraph 4.10 of the Declaration of Condominium Developer has filed simultaneously herewith attached Exhibit "A" which includes therein a Certificate of Surveyor as to the substantial completion of construction pursuant to F.S. 718.104(4)(e) (1984) as to building 11, the location and dimensions of the improvement, the units and common elements and limited common elements therein and appurtenant thereto;

NOW, THEREFORE, pursuant to paragraph 4.10 of Article 4 and Article XIV of the Declaration of Condominium, Developer and Association with joinder by Owner hereby amend the Declaration of Condominium and Condominium Plat, whenever the context may so require, as follows:

1. Amendment of Declaration and Plat to include Certificate of Surveyor. Exhibit "A" hereto attached is a Certificate of Surveyor certifying to the substantial completion of construction of building 11, and locating and dimensioning the improvement, the units and common elements and limited common elements therein as depicted within the Condominium Plat recorded separately at Condominium Book 23, Pages 4, 4-A through 4-N, both inclusive, and as attached as Exhibit "A" to the recorded Declaration of Condominium of ASHTON LAKES.

2. Amendment of Article 4, subparagraph 4.2(b)(4)(iii), (iv), and 4.13(b). Within Article 4 paragraph 4.2 thereof, subparagraph (b)(4) sub-subparagraph (iii) is hereby deleted in the entirety and (iv) is hereby renumbered (iii). Article 4 paragraph 4.13 subparagraph (b) thereof is

PREPARED BY STEPHEN D. RICE  
OF CARD, MERRILL, COLLIER, SMITH & FLEMING, P.A.  
2041 MAIN ST. GAINESVILLE, FLA. 32607

amended in reference to the Park Area and Facilities to exclude the aforementioned basketball court. Wherever within the Declaration of Condominium and/or Condominium Plot Plan formerly in reference to the Lands, the Improvements, the Common Elements, the Park Area and Facilities, of the Condominium by reason of this Amendment the same shall no longer refer to nor mean nor include within the definition or illustration or depiction the basketball court facility.

3. Validity of Declaration. This Amendment shall take effect at the time it is recorded in the Public Records of Sarasota County, Florida, simultaneously with the filing of the attached Exhibit "A" and the Condominium Plat heretofore recorded is hereby deemed to be amended to include the Certificate of Surveyor respecting building 11. The definitions of "Condominium", "Lands", "Common Elements", "Limited Common Elements", and "Buildings" as set forth within the Declaration of Condominium are automatically hereby deemed amended to conform to the State of Facts set forth within the attached Certificate of Surveyor and all other definitions, as the context may so require, within the Declaration of Condominium or referenced and attached exhibits shall also be deemed amended to conform to this First Amendment and the attached and incorporated Certificate of Surveyor including without limitation the definitions of "unit", "unit owner", "mortgagee" and "Condominium". Except as specifically amended herein, all other provisions of the Declaration of Condominium and exhibits referenced and attached thereto shall remain in full force and effect as originally executed and recorded and the Declaration as specifically amended by this First Amendment is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, Developer and Association together with joinder by Owner have executed this First Amendment to Declaration of Condominium of ASHTON LAKES, a Condominium, the day and year first above written.

GENERAL PROPERTY INVESTMENTS, INC.

Mary Elaine Newton  
Richard P. Whit

By: Rodney Connelly  
RODNEY CONNELLY, President

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC.

Stephen D. Key  
Mary Elaine Newton  
Mary Elaine Newton  
Stephen D. Key

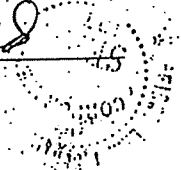
By: Rodney Connelly  
RODNEY CONNELLY, President

ATTEST: Gary Besshorner  
GARY BESSHORNER, Secretary

FIRST LARGO SERVICE CORPORATION

Theresa E. Rosenbloom  
Kirkley S. Graham

By: Robert Wood  
Exec. Vice President



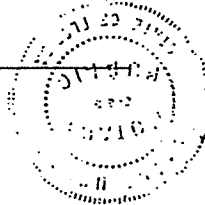
O. R. 1720 PG 1398

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 4th day of October, 1984, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RODNEY CONNELLY, as President of GENERAL PROPERTY INVESTMENTS, INC. to me well known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.

*Elaine Newton*  
Notary Public  
My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires May 17, 1988  
Bonded By SAFECO Insurance Company of America

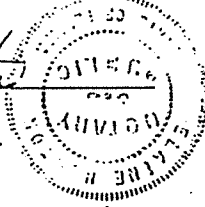


STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 4th day of October, 1984, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RODNEY CONNELLY and GARY BESCHORNER, as President and Secretary respectively, of ASHTON LAKES CONDOMINIUM ASSOCIATION, INC. to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of said corporation.

*Elaine Newton*  
Notary Public  
My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires May 17, 1988  
Bonded By SAFECO Insurance Company of America



STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 27th day of September, 1984, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Rick Hardwick Executive as Vice President of FIRST LARGO SERVICE CORPORATION to me well known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.

*Theresa E. Rosenbrad*  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 10, 1988  
Bonded thru First Interstate, Inc.

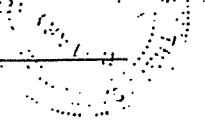


EXHIBIT "A" TO AMENDMENT

to

DECLARATION OF CONDOMINIUM OF ASHTON LAKES

CERTIFICATE OF SURVEYOR

O.R. 1720 PG 1399

I, David D. Kealy, a Professional Land Surveyor authorized to practice in the State of Florida, hereby certify that:

1. The construction of Building 11 containing Units 1 through 16 Ashton Lakes, a Condominium, as shown on the Condominium Plat recorded in Condominium Book 23, Pages 4 through 4 N, Public Records of Sarasota County, Florida, is substantially complete.

2. The plat, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said units.

3. As to said units, the identification, location and dimensions of the common elements and of each such unit can be determined from the plat, and the provisions of said Declaration.

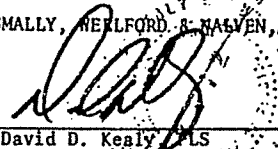
4. All planned improvements, including but not limited to landscaping, utility services and access to said units, and common element facilities serving the building in which said units are located, have been substantially completed.

429982

FILED AND RECORDED  
R. H. HACKNEY JR. CLERK  
SARASOTA CO. FLA.

OCT 8 3 04 PM '84

SMALLY, WELFORD & HALVEN, INC.

By   
David D. Kealy, PLS  
Florida Certificate No. 2612

Date September 5, 1984

prepared by:  
 Stephen D. Rees  
 Esq., Merrill,  
 Cullis, Timm &  
 Jurew, P.A.  
 2041 Main St.  
 Sarasota, Fl.

DECLARATION OF CONDOMINIUM  
 OF  
 ASHTON LAKES  
 a Condominium

MADE this 21<sup>st</sup> day of August, 1984, by GENERAL PROPERTY INVESTMENTS, INC., a Florida corporation, (hereinafter referred to as the "Developer"), for itself, its grantees, designees, successors, substitutes and assigns, and FIRST LARGO SERVICE CORPORATION, a Florida corporation (hereinafter referred to as the "Owner,") for itself, its grantees, designees, successors, substitutes and assigns,

WHEREIN, the Developer makes the following declarations,

ARTICLE 1.  
Purpose

1.1) The purpose of this Declaration is to submit, and the Developer hereby submits, the fee simple title to the land described in Exhibit "A", Sheet 2 as Phase I to this instrument, all easements appurtenant thereto and the improvements now and hereafter constructed thereon to the Condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as most recently amended (herein called the "Condominium Act").

ARTICLE 2.  
Identification

2.1) Name and Address. The name by which this Condominium property is to be identified is ASHTON LAKES, a Condominium, and its address is 2951 Clark Road, Sarasota, County of Sarasota, Florida, 33581.

2.2) Phased Development. This Condominium is a phase condominium project that is being developed in phases and may ultimately consist of fourteen (14) phases designated Phase I, II, etc. through and including XIV. Only Phase I as described in Exhibit "A" is being submitted to condominium ownership at this time. However, Phases II through XIV, as hereinafter described, may be added to and become a part of this Condominium, in the sole and absolute discretion of the Developer, pursuant to and in accordance with the terms and conditions of this Declaration as more particularly hereafter set forth in Article 4.2) hereof.

2.3) The Land. The legal description of the lands, owned by the Owner in fee simple, which are hereby submitted to the Condominium form of ownership at this time, are the lands lying in Sarasota County, Florida, more particularly described in Exhibit "A", Sheet 2 as Phase I attached hereto and made a part hereof (which lands are herein called the "Lands"), together with and subject to the easements, encumbrances, restrictions and other matters set forth therein or hereinafter described in this Declaration or any of the Exhibits hereto.

O.R. 1708 PG 0116

ARTICLE 3.  
Definitions

3.1) Assessment. Assessment means a share of the funds required for the payment of the common expenses, which from time to time is assessed against the Unit Owner.

3.2) Association. Association means ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, which is responsible for the operation and management of all phases of the Condominium, and its successors and assigns.

3.3) Board of Administration. Board of Administration means the Board of Administration of the Association who are responsible for the administration of the Association.

3.4) Building. Building means the structure on the condominium property in which the Units are located, regardless of the number of such structures.

3.5) Bylaws. Bylaws means Bylaws of the Association mentioned above as they exist from time to time.

3.6) Common Elements. Common elements means the portions of the Condominium property not included in the Units as more particularly identified at Paragraph 4.13) hereinafter and shall include: (a) the portions of the Condominium property not included in the Units; (b) tangible personal property required for the management, maintenance, repair and operation of the common elements even though owned by the Association; (c) other items as stated in the Condominium Act; (d) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units in the common elements; and (e) an easement of support in every portion of a Unit which contributes to the support of the buildings.

3.7) Common Expenses. Common expenses mean all the expenses and assessments properly incurred by the Association for the Condominium and all expenses for which unit owners are liable to the Association and include, but are not limited to, the following:

(a) Costs and expenses. Costs and expenses of maintenance, operation, repair or replacement of the common elements (including limited common elements, except as otherwise hereinafter declared to be obligations of one or more particular units), and of the portions of Units to be maintained by the Association, including but not limited to:

(i) Fire, other casualty, flood, liability, Workmen's Compensation and other insurance as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

O.R. 1708 PG 0117

O.R. 1706 PG 0118

(iii) Costs of water service, the operation, replacement, repair and maintenance of the water distribution system and facilities, sewage service, the operation, replacement, repair and maintenance of sewage collection facilities and drainage facilities, garbage collection and trash removal, pest control, cable T.V., or at the election of developer master antenna or satellite dish, or similar technology (but only the cost of two (2) outlets per Unit), and of other utilities which are not metered to the individual Condominium Units.

(iv) Labor, materials and supplies used in conjunction with the operation, replacement, repair and maintenance of common elements (including the swimming pool, clubhouse, tennis courts and other park recreational facilities and any limited common elements, except as otherwise hereinafter declared to be obligations of one or more particular Units.

(v) The cost of such additional land, improvements and personal property as may be purchased and added to the Condominium as common elements by the Association through action of the Board of Administration.

(vi) Damages to the Condominium property in excess of insurance coverage.

(vii) Expenses of management of the Condominium, including the following:

- (1) Salary of a manager, if any, his assistants and agents,
- (2) Management fees payable to an outside management company, if any, and
- (3) Other expenses incurred in the management of the Condominium property.

(viii) All outlays, costs and expenses, if any, incurred by the Association in connection with the purchase, rental, operation, maintenance and repair of a Unit to house a resident manager, including without limitation, debt service, utilities, taxes and the share of common expenses otherwise allocable to such Unit.

(ix) All other costs and expenses that may be duly incurred by the Association through its Board of

Administration from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

(b) The cost and expense of acquiring, managing, operating, maintaining, repairing and replacing all land improvements and personal property owned or leased by the Association and such additional land, improvements and personal property as may be purchased by the Association through action of the Board of Administration.

(c) Expenses declared common expenses by provisions of the Condominium Act, this Declaration or the Bylaws.

(d) Any valid charge against the Condominium property as a whole.

(e) The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular Unit (whether such equipment is located inside or outside of the Unit) shall not be a common expense but shall be the individual expense of the owner of the Unit being served by such equipment. The cost and expense of maintaining, repairing and replacing all lines and conduits running from any such equipment located outside a Unit to the Unit being served by such equipment shall be a common expense.

3.8) Common Surplus. 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, over the amount of common expenses.

3.9) Condominium. Condominium means all of the Condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.10) Condominium Parcel. Condominium Parcel means a Unit together with the undivided share in the common elements which is appurtenant to the Unit and when the context permits, all other appurtenances to the Unit.

3.11) Condominium Property. Condominium Property means the land, leaseholds and personal properties that are subjected to condominium ownership under this Declaration, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.12) Definitions. The terms used in this Declaration and its Exhibits shall have the meanings stated in the Condominium Act and as herein provided, unless the context otherwise requires.

3.13) Declaration. Declaration or Declaration of Condominium means this instrument and all exhibits hereto as it may be amended from time to time hereafter as provided for within this instrument.



O.R. 1708 PG 0120

3.14) Developer. Developer means GENERAL PROPERTY INVESTMENTS, INC., a Florida corporation, its grantees, designees, successors, substitutes and assigns.

3.15) Improvements. Improvements mean all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including, but not limited to, the Buildings within the Phases.

3.16) Institutional Lender or Institutional First Mortgagee. Institutional lender or institutional first mortgagee shall be construed to include but not be limited to banks, savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage brokers and agencies of the U.S. Government, FNMA and FHLMC, their respective successors and/or assigns, the construction lender(s) for the Condominium and the Developer holding a mortgage on a unit or units.

3.17) Lands. Lands shall mean the real property being submitted to condominium ownership by this Declaration as Phase I, ASHTON LAKES, a Condominium, and which is more particularly set forth in Exhibit "A."

3.18) Limited Common Elements. Limited common elements shall mean those common elements, if any, which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units as specified herein.

3.19) Occupant. Occupant shall mean a person or persons in lawful possession of a Unit other than the owner or owners thereof.

3.20) Operation. Operation or Operation of the Condominium means and includes the administration and management of the Condominium property.

3.21) Owner. Owner means FIRST LARGO SERVICE CORPORATION, a Florida corporation, its grantees, designees, successors, substitutes and assigns.

3.22) Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3.23) The Condominium. The Condominium or this Condominium, as and herein used from time to time, shall mean the apartment complex subjected here-by to condominium ownership, known as ASHTON LAKES, a Condominium. The term, The Condominium, shall also mean, where applicable, all phases hereof.

3.24) Unit. Unit means a part of the Condominium property which is to be subject to exclusive ownership. When used in a conveyance to a Unit, and elsewhere when the context permits, the word Unit shall include the appurtenances thereto which are elsewhere described.

3.25) Unit Owner. Unit Owner or Owner of a Unit means the owner of a Condominium parcel.

O. R. 1708 PG 0121

3.26) Utility Services. As used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, telephone, gas, hot and cold water, heating, refrigeration, air-conditioning, cable TV, master antenna and/or satellite dish, and garbage, trash and sewage disposal.

3.27) Time-Share Estate. Means any interest in a Unit under which the exclusive right of use, possession, or occupancy of the Unit circulates among the various owners of time-share estates in such Unit in accordance with a fixed time schedule on a periodically recurring basis for a period of time established by such schedule.

3.28) Time-Share Unit. Means a share Unit in which time-share estates have been created.

ARTICLE 4.  
Development Plan

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

4.2) Phase Development Plan and Reservation. This Condominium is a Phase Condominium project pursuant to Section 718.403, Florida Statutes (1983). The Condominium may be developed in and may ultimately consist of a total of two hundred thirty-four (234) Units located in fourteen (14) Phases designated Phase I, II, etc. through and including XIV, as more particularly described in Exhibit "A" annexed hereto and incorporated herein by reference. Phase I will consist of thirty-two (32) Units in two (2) Buildings and if each successive Phase is developed and added to the Condominium, it will consist of the following additional residential Units:

(a) Phase Development and Submission Schedule. Developer hereby declares its reservation of right to develop and submit any successive phase to be added to the condominium pursuant to the following phase schedule and further states that the time period within which each such phase is to be completed is set forth based upon Developer's knowledge and consideration of existing development factors, such as but not limited to, availability of materials selected for construction, anticipated market demand for units and other amenities planned for the condominium, availability of reasonably affordable financing to Developer in its sole opinion, and such time periods are guides to assist purchasers in understanding the development sequence of the condominium; however, notwithstanding the hereinafter suggested time period for completion of each phase, it is expressly declared and upon submission of this condominium by recording of this Declaration it shall be understood by and agreed to by contract vendees or other persons dealing with Developer, unit owners of record, mortgagees of record, that any phase or phases to be subsequently developed and added to this Condominium must be so completed and submitted by execution and delivery of an amendment as provided hereinafter by not later than January 1, 1995.

O.R. 1708 PG 0122

<u>PHASE</u>	<u>PHASE UNITS</u>	<u>TIME PERIOD</u>	<u>TOTAL UNITS</u>
II(Bldg.15)	12	1/1/85	44
III(Bldg.14)	16	12/1/85	60
IV(Bldg.12)	16	6/1/86	76
V(Bldg.10)	16	12/1/86	92
VI(Bldg.1)	14	12/1/87	106
VII(Bldg.2)	16	12/1/88	122
VIII(Bldg.3)	16	12/1/89	138
IX(Bldg.4)	16	12/1/90	154
X(Bldg.5)	16	12/1/91	170
XI(Bldg.8)	16	12/1/92	186
XII(Bldg.6)	16	12/1/93	202
XIII(Bldg.9)	16	1/1/95	218
XIV(Bldg.7)	16	1/1/95	234

Only Phase I, as described in Exhibit "A," is being submitted to condominium ownership at this time, and the Developer is under no obligation to develop the remaining Phases II through XIV, inclusive, as part of this Condominium. However, the Developer hereby reserves the right, in its sole and absolute discretion, to add one or more Phases II, III, etc. through XIV to the Condominium, in which event such additional Phases shall become a part of this Condominium and thereafter be merged with it and all Phases then submitted shall be operated as one Condominium.

Phase I will be completed on or before January 1, 1985 or within two (2) years from the date the first purchase agreement is signed, whichever first occurs, subject to acts of God and other causes beyond the control of the Developer. If the Developer elects to proceed with the development of Phase II, III, etc., through XIV, the last Phase to be completed and added to this Condominium will be on or before January 1, 1995. In the event any subsequent Phase is not added to this Condominium by the Developer on or before the aforesaid date, or in the event Developer prior to such date elects not to proceed with the development or creation of one or more of subsequent Phases, and files a notice to this effect in the Public Records of Sarasota County, Florida, then the Units, common elements and land shown in that particular

O.R. 1708 PG 0123

Phase will not become part of the Condominium and will not share in the common elements, common expenses or common surplus of the then existing Phases creating one condominium, or in the voting rights of the Association, and the lands comprising that particular Phase or Phases, as more particularly described in Exhibit "A", shall be forever thereafter free and clear of all right, title, claim and interest of the Association and all Unit Owners and mortgagees and other lienors in the preceding Phases submitted and constituting one Condominium and shall not thereafter be subject to any of the terms or provisions of this Declaration, its exhibits or the Condominium plat.

With consent of all record owners of Units and liens on Units, Developer reserves the right to alter boundaries between Phases, to combine Phases and the buildings within each as one Phase and buildings for a total number of Units not greater than those originally proposed within each separate building of each Phase and possibly a lesser number than the original proposed total. Developer intends to add subsequent additional Phases in sequential order II through XIV, consecutively or in combination thereof.

The lands which may become part of the Condominium and upon which each Phase may be built and the number and general size of the Units in each Phase is set forth in Exhibit "A".

In order to create a subsequent Phase and add each to this Condominium, the Developer shall make, execute and record in the Public Records of Sarasota County, Florida, an amendment to this Declaration of Condominium and to the Condominium Plat attached as Exhibit "A". Such amendment adding a subsequent Phase need be executed only by the Developer with joinder by Owner and shall not require the consent, joinder or execution thereof by Unit Owners, their mortgagees or other lienors, or the Association. All grantees, contract vendees, mortgagees, other lienors, the Association and their respective heirs, personal representatives, successors and assigns do hereby irrevocably agree to the foregoing. Such amendment shall take effect at the time it is recorded in the Public Records of Sarasota County, Florida.

In the event a subsequent Phase shall hereafter be added to this Condominium, each subsequent Phase when added will merge with and will become a part of the Condominium, and all common elements of all phases then added (including any common recreational facilities and areas within each Phase) shall be available for use by the Unit Owners and occupants in all Phases, except that some parking spaces in each Phase shall be limited common elements reserved for the exclusive use of Units in that particular Phase to the exclusion of the Units in other Phases of the Condominium.

As previously indicated, Phase I consists of thirty-two (32) Condominium Units in two (2) Buildings. Each Condominium Unit Owner in Phase I will own 1/32nd of the common elements and the common surplus and will share and be responsible for 1/32nd of the common expenses of this Condominium.

At such time as a subsequent Phase is added to this Condominium by appropriate amendment as herein provided, if that be the case, all Phases then submitted to condominium will then be considered as merged. Upon such

O. R. 1708 PG 0124

merger, each Unit shall be vested with ownership of the Common Elements of the merged phases, bear liability of Common Expense of the merged phases and be entitled to share of the Common Surplus of the merged Phases, subject to change, however, if the Developer exercises its right, as set forth in Article 4.8) hereof, to change the boundary lines between two (2) abutting Units it owns by the Developer and to reallocate such equal shares in the Common Elements, Common Surplus and Common Expenses appurtenant to such two (2) abutting Units pursuant to such paragraph, in the fraction hereinafter set forth:

COMBINATION OF PHASES

FRACTIONAL INTEREST

I and II	1/44th
I, II and III	1/60th
I through IV	1/76th
I through V	1/92nd
I through VI	1/106th
I through VII	1/122nd
I through VIII	1/138th
I through IX	1/154th
I through X	1/170th
I through XI	1/186th
I through XII	1/202nd
I through XIII	1/218th
I through XIV	1/234th

Each Unit Owner in each phase will automatically be entitled to membership in the Association and each Unit in each Phase shall be entitled to one vote in the Association, as set forth in the Declaration and the Articles and Bylaws of the Association, attached hereto as Exhibits "B" and "C."

If only Phase I is developed, each Unit will have one (1) vote out of thirty-two (32). If a subsequent Phase is created and added to the Condominium, each Unit in the then combined merged Phases will have one (1) vote out of the total number of Units in the merged Phases, which will result in the dilution of the voting rights of the Units in those Phases then submitted prior to the submission of the later Phase. The result of the combination of merged Phases and the dilution of voting rights of the Units is illustrated by the preceding table illustrating the fractional interest of the Unit to the total number of Units in the then merged Phases.

(b) Description of Recreational Facilities and Areas: Schedule for Completion.

The recreational facilities and areas to be owned as common elements by all unit owners will consist of:

(1) Sales Office/Association Administration Building.

Within Phase I Developer has constructed and is using for its temporary sales office and temporary construction office an approximate 1,150± square foot building, stucco exterior on timber frame with tile roof, containing therein mens and womens bathrooms, kitchenette, with capacity to hold reasonably ten (10) persons at one time. Upon completion of sales and marketing of all units within all phases to become a part of this Condominium, the Developer may in its sole discretion elect to remove this structure from its location without any obligation to the Unit owners or to the Association to provide a substitute or at its election may leave the structure for the permanent subsequent use of the Association for its purposes. If Developer shall elect to remove the structure, Developer shall following removal leave the site in a properly graded and grassed condition.

(2) Recreation Building and Swimming Pool.

Developer intends to construct a clubhouse and swimming pool in the location depicted within Exhibit "A" hereto. The recreation building shall be a minimum 1,800± square feet, excluding exterior balconies, of single level, containing a kitchen of approximately 200± square feet with standard commercial appliances provided, with a stucco exterior upon timber frame with tile roof, with separate womens and mens bathrooms, respectively containing four (4) toilets, plus one (1) toilet for handicapped persons with sink, and two (2) conventional sinks, and three (3) toilets, plus one (1) toilet for handicapped persons with sink, three (3) urinals, and two (2) conventional sinks, which recreation building has a capacity of holding reasonably sixty (60) persons, or as may be required by governmental authorities, within the common meeting room.

The swimming pool proposed will be equipped with an approved commercial filter system, one ladder, a hook and safety line with a float and a water testing kit. Poolside furniture or other pool equipment shall be provided by Developer at its sole discretion and at a cost of \$1,000.00 maximum. The swimming pool shall range from a depth of one foot to 6 feet with the largest approximate dimensions being 38' by 78' or an approximate total surface water area of 2,912 square feet, shall be heated, shall not have a diving board, and shall be surrounded by a combination wood deck and cement deck of approximate 1,000 square feet.

The recreation clubhouse and swimming pool as hereinabove described shall be completed and submitted at the election of the Developer prior to completion of Phase II.

(3) Jogging Path.

At the completion of the Condominium, including whichever subsequent phases shall have been submitted and therefore merged within this Condominium, the Developer shall have provided about the perimeter of the Condominium a jogging path in a width and in a material of Developer's sole selection.

O.R. 1708 PG 0126

(4) Park Area.

There is depicted within Exhibit "A" additional recreational facilities to be provided within the Park Area of the Condominium. These facilities shall include in addition to the parking as depicted, the following facilities and amenities:

(i) Tennis Courts. There shall be two (2) hard surfaced unlighted tennis courts. Each is to be approximately 60' by 105'. is to be equipped with two (2) posts, one (1) net, and appropriate fencing and/or windscreening and shall accommodate four (4) people in play at one time.

(ii) Shuffleboard Courts. There shall be two (2) hard surfaced shuffleboard courts. Adjoining one another in combination they shall comprise an approximate area of 52' by 20'. They shall be unlighted. Appropriate equipment shall be provided to accommodate two (2) people in play at one time on each court.

(iii) Basketball Court. There shall be one unlighted basketball court having an approximate dimension of 60' by 105' with two (2) pylons, two (2) backboards and two (2) nets affixed thereto. The court shall be of a hard surface.

(iv) Picnic Areas. There shall be three (3) picnic areas, each consisting of one (1) gas grill and one (1) wood picnic table/bench set.

All of the foregoing recreational facilities to be provided within the Park Area shall be completed and available for use not later than the submission of Phase VIII. Developer reserves the right to complete any of the foregoing in advance of the submission of this Phase so as to make the facility available for use by the Unit owners at an earlier date.

(5) Retention Lake Areas. The Condominium as it is proposed to be developed by submission of phases from time to time shall contain existing lakes and additional lakes to be excavated by Developer to serve as storm water retention areas as well as to serve as an aesthetic amenity. Alteration of the shoreline and/or excavation or filling of an existing lake and excavation to establish new lakes is governed by a combination of county, state and/or federal permits issued by the appropriate department or agency for each. The lakes shall be submitted from time to time to the Condominium with such phase or phases, if combined for submission by Developer, as their necessity to serve as storm water retention areas becomes required pursuant to Sarasota County and as permits for their alteration, excavation, filling or creation are issued to Developer.

(6) Pedestrian Walkway. The Condominium as it is proposed to be developed is in accordance with the Development Concept Plan incorporated in the approval and adoption of Ordinance No. 83-39 by Sarasota County, Florida. Developer shall construct a wooden walkway as a pedestrian access from the Condominium to the adjoining Merchants Pointe Shopping Center which walkway shall be located, configured, dimensioned and composed of those materials which shall be required by and/or approved by Sarasota County and subsequent issuance by Sarasota County to Developer of appropriate building permit for construction.

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4.3) Developer's Absolute Right to Modify Subsequent Phases. With consent of all record owners of Units and liens on Units, the Developer hereby reserves the right to modify, change and amend the height, design, size, layout, configurations, number and locations of all buildings and other improvements in Phases II through XIV, inclusive, at any time prior to the time such Phase is developed and added to the Condominium. In the event the Developer elects to proceed with the creation and development of Phases II through XIV, inclusive, until such time as the Units and other improvements within such Phase are substantially completed and added to the Condominium by appropriate amendment as herein provided, the Units within Phase II through XIV, inclusive, shall not be responsible for any assessments for common expenses and no portion of the common expenses nor liability or assessments for the same shall be allocated to such Units until such time.

4.4) Survey Graphic Description of Improvements and Plot Plan of Phase I. A survey of the land in Phase I, the improvements in which the Units included are located and the other improvements and a plot plan locating the improvements thereon and identifying the common elements and each Condominium Unit in Phase I and providing accurate representations of their locations and dimensions appear as those portions of Exhibit "A" that are designated as Phase I.

4.5) Survey, Graphic Description of Improvements and Plot Plan of Phases II through XIV. A survey of the land proposed to be included in Phases II through XIV, inclusive, a graphic description of the improvements in which the Units in Phase II through XIV, inclusive, are proposed to be located and the other improvements proposed for Phases II through XIV, inclusive, and a proposed plot plan of Phases II through XIV, inclusive, approximately locating the common elements and each Condominium Unit proposed for Phases II through XIV, inclusive, and providing appropriate representations of their approximate proposed locations and dimensions (subject, however, to the Developer's right to modify Phases II through XIV, as reserved in Article 4.3) hereof) appear as those portions of Exhibit "A" that are designated Phase II through XIV.

4.6) Easements. Each of the following easements are hereby granted, reserved or otherwise created in favor of the Developer, its grantees, successors and assigns (and in favor of other public or franchised utility companies, but as to such utility companies only where expressly specified) and are covenants running with the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

(a) Utilities and Drainage. Drainage easements and easements for all water, sewer, electrical, telephone, cable tv and other utility lines and mains and drainage ditches, lines and structures, previously, now or hereafter providing service to the Condominium and all Phases thereof, the installation, repair, maintenance and replacement thereof and as may subsequently be required for utility services in order to adequately serve the Condominium and all Phases thereof, provided, however, easements through a Unit shall only be



according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner. The foregoing utility easements are and shall also be in favor of all utility companies servicing the Condominium.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, jogging paths, bicycle paths, other paths, walks and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through and across such portion of the common elements as may be from time to time paved and other portions of the common elements intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the Condominium property except those intended to be used for such purposes and reasonably suited therefor. These easements are expressly also reserved for the benefit of the lands included in any subsequent phase of the Condominium and the Unit Owners in any subsequent phase.

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

(d) Other Phase I Easements. Other easements, if any, over, upon, through and across the lands comprising Phase I as set forth in Exhibit "A".

(e) Subsequent Phase Easements. All the easements shown on Exhibit "A" over, upon, through and across the lands that may comprise Phases II through XIV, and all other easements heretofore set forth with respect to such lands, except for those existing easements recorded in the Public Records of Sarasota County, Florida, prior to the date hereof, shall become effective only from and after the date each Phase II through XIV is added to the Condominium by appropriate amendment, notwithstanding anything herein contained to the contrary.

(f) Maintenance and Repairs. The right to enter over, through and upon all the Condominium property for the purpose of maintaining, repairing and replacing any portions of the Condominium that are the responsibility of the Association; provided, however, that entry upon a Unit except in the case of an emergency shall be permitted only with the consent of the Unit Owner or pursuant to legal process.

(g) Reservation of Rights in Developer. Until such time as Developer has completed the Condominium together with the construction of all permitted improvements, and sold all of the Units contained within the Condominium property, easements, including but not necessarily limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium

property as may be required, convenient or desirable by Developer for the completion of the contemplated development of the Condominium and the permitted improvements thereto, and the sale of the Units. Likewise, such easements are also reserved to the Developer for the development of adjacent lands of Developer originally contemplated as Phases herein and not becoming part of this Condominium. Neither the Unit Owners nor the Association shall interfere in any manner whatsoever with such completion and sale by Developer.

4.7) Developer's Right to Create Additional Easements. The Developer, and its successors as Developer, retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any Unit Owner, mortgagee, lienor, or of the Condominium Association, reasonable easements upon the Condominium property for drainage or public utility purposes and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the Public Records of Sarasota County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph 4.7).

4.8) Alteration of Boundaries Between and Size of Abutting Units and Interior Design and Layout of Units by Developer. With consent of all record owners of Units and liens on Units, the Developer hereby reserves the right to modify, move, amend or change the boundaries between abutting Units in any Phases of the Condominium in such a manner as to, amongst other things, include additional rooms or spaces in one Unit and to exclude them from the other and to increase the size of one such Unit and to decrease the size of the other so long as the Developer shall own such abutting Units.

The Developer also reserves the absolute right in its sole discretion to change, modify or amend the interior design arrangement and layout of all Units in any of the Phases so long as the Developer owns and has not encumbered the Units so altered.

In either case, in the event any Unit to be so altered is encumbered, then the written consent and approval of such mortgagee(s) shall first be obtained.

4.9) Amendment of Declaration by Developer to Reflect Alteration of Boundaries Between or Interior Design of Units. The Developer shall reflect such a movement or change in the boundaries between such abutting Units, the size of such abutting Units or the interior design, layout or arrangement of any Units owned by the Developer by filing an amendment to the Condominium plat prepared by a licensed Florida surveyor and an Amendment to the Condominium Declaration. Such Amendment to the Declaration respecting interior design arrangement of a Unit(s) need be signed only by the Developer, and such Amendment to the Plat need be signed only by a licensed Florida surveyor, but any such other Amendment need be signed also by the Association, any Unit

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Owner, mortgagee, holding a mortgage on Unit(s). In the event such an Amendment changes the boundary lines between two (2) abutting Units, such Amendment to the Declaration shall also redistribute between the two (2) Units involved the interest in the common elements and share of the common surplus and common expenses previously assigned to the two (2) Units, in such a manner that the totals of these items as reassigned to the two (2) modified Units as a whole shall equal the same totals of these items previously assigned to the two (2) Units as a whole before such modifications.

Such Amendment to the Declaration shall be executed with the formality required by law for the execution of a deed and shall be filed and recorded in the Public Records of Sarasota County, Florida, and shall be effective from and after the date it is filed and recorded.

Such Amendment to the Condominium Plat shall be executed only by a licensed Florida land surveyor, and shall be filed in the Condominium Plat Book of Sarasota County, Florida.

Such Amendment to the Declaration shall have as an exhibit thereto a reduction of the Amendment to the Condominium Plat depicting the new boundary lines between and the new layout, design and arrangement of such abutting Units or the new interior layout, design and arrangement of such Unit(s), as the case may be.

4.10) Amendment to Declaration to Reflect Substantial Completion. All persons acting with reference to this Condominium and all Phases hereof, whether as contract purchasers, grantees, mortgagees, lienors or otherwise, acknowledge and agree that if at the time of the execution and recording of this Declaration and the Exhibits attached hereto and the Condominium Plat the Condominium or any Phase hereof is not substantially completed, they agree for themselves and their heirs, grantees, personal representatives, successors and assigns that Developer by itself has the right to amend this Declaration and the Exhibits as may be necessary or desirable from time to time to identify, locate and dimension the improvements, Units and common elements as and when the construction of each Phase hereof is substantially completed. At such time as the construction of each Phase is substantially completed, the Declaration shall be amended to reflect such substantial completion and to include the certificate required by Section 718.104(4)(e), Florida Statutes. Such an Amendment when signed and acknowledged by the Developer shall constitute an amendment of this Declaration, without approval of the Association, other Unit Owners or contract vendees, lienors or mortgagees of Units or of the Condominium or any other person, whether or not elsewhere required for amendment. In the event of any variation between the actual situs of a Unit, building or other improvement on the Condominium property and that shown on Exhibit "A", the actual situs of the Unit, building or other improvement shall prevail.

4.11) Improvements. If all Phases of the condominium are completed, the condominium will include:

(a) Phase I. Thirty-two (32) Units within Phase I are located in the Buildings shown within Exhibit "A".

The common elements include all portions of the Buildings except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Buildings, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase I on Exhibit "A". These Units, the Buildings and the other remaining improvements are located substantially as shown on Exhibit "A".

(b) Phase II. If the Developer elects to proceed with the development of Phase II, and subject to the Developer's right reserved in Article 4.3 hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase II, the twelve (12) Units in Phase II will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building (except the Units therein), portions of the parking areas not assigned as limited common elements to the Units within the Building, lawn and landscaping and any other remaining improvements and facilities shown as part of Phase II on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(c) Phase III. If the Developer elects to proceed with the development of Phase III, and subject to the Developer's right reserved in Article 4.3 hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase III, the sixteen (16) Units in Phase III will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase III on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(d) Phase IV. If the Developer elects to proceed with the development of Phase IV, and subject to the Developer's right reserved in Article 4.3 hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase IV, the sixteen (16) Units in Phase IV will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase IV on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(e) Phase V. If the Developer elects to proceed with the development of Phase V, and subject to the Developer's right reserved in Article 4.3 hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase V, the sixteen (16) Units in Phase V will be located in the Building shown within Exhibit "A".

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The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase V on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(f) Phase VI. If the Developer elects to proceed with the development of Phase VI, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase VI, the fourteen (14) Units in Phase VI will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase VI on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(g) Phase VII. If the Developer elects to proceed with the development of Phase VII, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase VII, the sixteen (16) Units in Phase VII will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase VII on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(h) Phase VIII. If the Developer elects to proceed with the development of Phase VIII, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase VIII, the sixteen (16) Units in Phase VIII will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase VIII on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(i) Phase IX. If the Developer elects to proceed with the development of Phase IX, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase IX, the sixteen (16) Units in Phase IX will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase IX on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(j) Phase X. If the Developer elects to proceed with the development of Phase X, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase X, the sixteen (16) Units in Phase X will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase X on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(k) Phase XI. If the Developer elects to proceed with the development of Phase XI, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase XI, the sixteen (16) Units in Phase XI will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase XI on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(l) Phase XII. If the Developer elects to proceed with the development of Phase XII, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase XII, the sixteen (16) Units in Phase XII will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any

other remaining improvements and facilities shown as part of Phase XII on Exhibit "A". These Units, the Building and other remaining improvements are located substantially as shown on Exhibit "A".

(m) Phase XIII. If the Developer elects to proceed with the development of Phase XIII, and subject to the Developer's right reserved in Article 4.3 hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase XIII, the sixteen (16) Units in Phase XIII will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase XIII on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

(n) Phase XIV. If the Developer elects to proceed with the development of Phase XIV, and subject to the Developer's right reserved in Article 4.3 hereof, to change the size, height, design, configuration, layout, number and location of all Building and improvements within Phase XIV, the sixteen (16) Units in Phase XIV will be located in the Building shown within Exhibit "A".

The common elements include all portions of the Building except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase XIV on Exhibit "A". These Units, the Building and the other remaining improvements are located substantially as shown on Exhibit "A".

4.12) Unit Boundaries. Each Unit shall include that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the manner set forth within Exhibit "A", and in addition thereto respecting the perimetrical boundaries of the Unit, when there is attached to the Unit a loggia, terrace, patio, canopy, or other portion of the building serving only the Unit being bounded, such boundary shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon, and additionally, all windows, screens and doors shall be included within the boundaries of the Unit.

4.13) Common Elements. The common elements of the Condominium include the land and all other parts of the Condominium not within the Units and include, but are not limited to, the following items:

(a) Any utility areas and installations of all utility services which are available to more than one Unit or to the common elements and which are not owned by the respective utility companies.

(b) All planting areas and planters (outside of Units), lawns, trees, grass and shrubs, pool, clubhouse, and Park Area and Facilities.

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(c) All driveways, sidewalks, stairways, hallways and other means of ingress and egress to the Units, except as hereafter provided as a limited common element.

(d) All mechanical equipment outside the respective Condominium Units, but not the heating and air-conditioning equipment serving each Unit.

(e) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wire or pipe not within the Units and those within the Units but serving more than one Unit which are not owned by the respective utility companies.

(f) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners.

(g) All structural beams, posts and members, pipe chases and duct chases within a Unit and an easement of support in any portion of a Unit which contributes to the support of the building.

(h) Alterations, additions and further improvements to the common elements.

(i) Any lands owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6), Florida Statutes.

(j) Any lands and improvements as above described which are added as subsequent phases to this condominium pursuant to Section 718.403, Florida Statutes, as provided herein.

4.14) Restraint Upon Separation and Partition of Common Elements.

(a) The undivided share in the common elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described.

(b) The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with a Unit.

(c) The shares in the common elements appurtenant to Units are undivided, and no action or partition of the common elements shall lie.

The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements, except the limited common elements and except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Administration, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.



4.15) Limited Common Elements. The limited common elements of the Condominium are as follows:

(a) Automobile Parking Spaces:

(i) Phase I: There are a total of one hundred twenty-three (123) parking spaces in Phase I, pertaining to the thirty-two (32) Condominium Units. The Developer shall assign one parking space to each Unit and thereafter each such space so assigned shall be a limited common element appurtenant to the Unit to which it has been assigned and shall be for the exclusive use and enjoyment of the Owner/occupant of such Unit. The exact location and designation of each such assigned parking space within Phase I is shown within the plot plan for Phase I as the parking space number corresponds to each Condominium Unit within Phase I, and subsequent phases, if any.

(ii) Subsequent Phases: If each subsequent Phase is completed and added to the Condominium, there will be a total of parking spaces in each Phase, pertaining to the Condominium Units within that Phase, as hereinafter set forth:

<u>PHASE</u>	<u>NUMBER OF PARKING SPACES</u>
II(Bldg.15)	Spaces within Phase I to be assigned
III(Bldg.14)	Spaces within Phase I to be assigned
IV(Bldg.12)	Spaces within Phase I to be assigned
V(Bldg.10)	Spaces within Phase I to be assigned
VI(Bldg.1)	31
VII(Bldg.2)	28
VIII(Bldg.3)	16
IX(Bldg.4)	24
X(Bldg.5)	26
XI(Bldg.8)	Spaces within Phase I to be assigned
XII(Bldg.6)	25
XIII(Bldg.9)	22
XIV(Bldg.7)	51

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The Developer shall assign one (1) parking space to each unit in each Phase and thereafter each such space so assigned shall be a Limited Common Element appurtenant to the Unit to which it has been assigned and shall be for the exclusive use and enjoyment of the Owner/occupant of such Unit.

(iii) Each such space so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the Unit to which it has been assigned, unless the written consent of the Association to do otherwise is first obtained. A sale or transfer of a Unit to which a particular parking space has been assigned shall automatically, without specifically mentioning such space and without any further instruments being filed, also reassign the space appurtenant to such Unit to the new owner.

(iv) Developer expressly reserves the right upon request of the particular Unit Owner, if a parking space be then uncovered, to convert by appropriate construction with the same materials and to the same quality as the then existing previously covered spaces, the particular parking space to a covered space at a cost to be paid solely by the requesting Unit Owner, and expressly reserves the right to determine which of the remaining available uncovered parking spaces shall be covered and the time for such construction to occur.

(v) Notwithstanding anything within this Declaration to the contrary, Condominium Unit Owners within any phase from time to time may convey and transfer their rights in and to the parking space constituting a Limited Common Element appurtenant to their units among themselves by conveyance from one apartment Condominium Unit Owner to another within any Phase as hereinafter more particularly provided upon the written consent of the Condominium Association, which consent shall not be required when the transfer is to or from the Developer, and with the written consent of the holders of any mortgages encumbering the Unit from which the parking space is being transferred, in the following manner and subject to the following conditions and limitations:

(1) Such transfer or assignment shall be authorized and valid providing that subsequent thereto no Condominium Unit to which a parking space shall have been previously assigned shall be without a substitute parking space constituting a Limited Common Element appurtenant to that Unit.

(2) No portion of the Common Elements appurtenant to a Unit shall be transferred or assigned from one

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Unit to another for reason of the transfer or assignment of the parking space, and further the undivided share and the common elements as set forth within this Declaration shall in no way be varied or changed with respect to any Unit by reason of the transfer or assignment of the parking space.

(3) A transfer or assignment shall be evidenced by the execution and recording of an instrument executed with the formalities of a deed in the Public Records of Sarasota County, Florida, designating therein the name and Unit number of both the transferor and transferee and further designating that the parties are transferring and assigning a particular parking space which shall be identified by the number or letter and number as shown on the Condominium Plat which parking space is a Limited Common Element appurtenant to the Unit owned by the transferor which is being conveyed to the transferee for the purpose of having the particular space become a Limited Common Element appurtenant to the Condominium Unit owned by the transferee. The instrument shall further set forth the consent of the transferor to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a Limited Common Element appurtenant to the transferee's Condominium apartment unit, subject in full to the provisions of the Declaration of Condominium. The requisite approval of the Condominium Association may be evidenced within the instrument or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the Public Records of Sarasota County, Florida. Such consent may be in any form the Condominium Association chooses, but shall be executed with the formalities for deeds.

(4) The recording in the Public Records of Sarasota County, Florida of the aforementioned instrument of transfer and assignment and consent of the Condominium Association shall immediately cause the parking space to be assigned to the transferee's Condominium Unit and entitle the transferee to full, exclusive use thereof subject to the reasonable rules and regulations adopted by the Association.

(5) The use of the remaining other parking spaces within a phase which are not assigned shall be available for general use by all Unit Owners within that Phase and other Phases and the lawful occupants of those Units, subject to the reasonable rules and regulations adopted by the Association.

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Subsequent to the completion of sales of all Units within the Condominium by Developer and the assignment of at least one (1) parking space as a Limited Common Element to each Unit within the Condominium, and assignment to some of the Units within the Condominium of a second parking space as a Limited Common Element, the remaining Common Element parking spaces within the Condominium may, with approval by a majority of the entire membership of the Condominium, be assigned by the Condominium Association as a Limited Common Element to one or more Condominium Units, provided that such designation is made pursuant to the requirements of the preceding subparagraphs (1) through (4), inclusive, with the Association being substituted therein for the transferor and provided that the designation sets forth therein that the approval of a majority of the entire membership of the Condominium to such designation was obtained at a meeting of the Unit Owners duly noticed and held at least in part for that purpose. From and after the recording of such designation, the parking space or spaces shall become Limited Common Elements to the unit or units to which they have been so assigned to the same effect and with the same results as if such designation had been made herein initially by the Developer.

(6) Developer expressly reserves the right in its sole discretion, without consent or approval of any unit owner, mortgagee or other lienor, contract vendee, the Association or any other person, to modify, move, amend or change the location of the proposed roads providing ingress and egress to and from the Condominium and/or the location, number and/or dimensions of the proposed parking spaces when deemed necessary by Developer to save existing trees and shrubbery to comply with the Tree Preservation Ordinance of Sarasota County. The Developer shall reflect such a movement modification amendment or change in such location number and/or dimensions by an amendment as set forth within preceding paragraph 4.9) of this Declaration.

(7) Areas required for minimum off-street parking by Sarasota County to the maximum extent thereof of twenty-five percent (25%) has, pursuant to current applicable Ordinance of Sarasota County, been placed in reserve in landscape and grassed areas for the purpose of increasing green area and enhancing the aesthetics of the Condominium. Developer reserves the right in its sole discretion, without the consent or approval of any unit owners, mortgagees or other lienors, contract vendees, the Association or any other person, if required by the County of Sarasota hereafter to pave mark, stripe or make any other type of improvement to the reserved area to do so forthwith. Any costs incurred therewith shall constitute a

common expense. An easement for the use of such spaces and for access thereto shall exist and run in favor of, in addition to Developer, each condominium unit owner, and those claiming by, through and under them. That portion of such costs attributable to each condominium unit shall be equal to an amount computed by multiplying the total cost thereof by the percentage interest in the common elements attributable to the condominium unit. The provisions of this clause shall constitute a covenant running with the title to the Lands and shall be binding upon any successor in title, and may not be cancelled and terminated except by the prior written consent of Developer, its successors and assigns.

(8) As hereinabove provided if that portion of the Recreation Area Lands including the clubhouse, lakes 7 and 8 and/or 9 shall be submitted with a Phase or Phases to the Condominium, there will be a total of parking spaces included therein as hereinafter set forth:

<u>RECREATION AREA</u>	<u>NUMBER OF PARKING SPACES</u>
Clubhouse	21
Lakes No. 7 and No. 8	25
Lake No. 9	20

(b) Stairway Landings:

Respecting those units within all Phases whose access for ingress and egress to the Unit is solely through use of Common Element stairways, the stairway landing whether a ground floor or second story Unit shall be a Limited Common Element appurtenant to that Unit reserved for the exclusive use of the Unit to the exclusion of all other Units within the Condominium, but subject to a non-exclusive easement for ingress and egress over, across and through the landing by other Unit Owners or lawful occupants of other Units and the Association, its representatives, agents and independent contractors. Each Unit shall be responsible for the maintenance of this Limited Common Element.

(c) Patio Area:

Respecting those Units within all Phases constituting a ground floor Unit there shall be a Limited Common Element appurtenant to the Unit reserved for the exclusive use of the Unit to the exclusion of all other units within the Condominium the Patio adjoining the Unit. Use however shall be subject to a non-exclusive easement for ingress and

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gress over, across and through the patio by the Association, its representatives, agents and independent contractors when necessary for maintenance, repair and/or replacement of a Common Element or to a Unit within the Building.

4.16) Time-Share Estates. Time-share estates will not be created with respect to Units within any Phases of the Condominium.

ARTICLE 5.  
The Units

5.1) The Units. The Units of the Condominium are more particularly described and the rights and obligations of their owners are established as hereinafter provided.

5.2) Types of Units. Three (3) types of Unit are initially planned and established for construction within Phase I, as hereinafter more particularly set forth. A typical floor plan for such Units are included as part of Exhibit "A". The Developer, in Article 4.8) of this Declaration, however, has reserved the right to alter the boundaries between Units and to modify the interior design or layout of Units so long as the Developer controls the Unit(s) being altered or modified. The Developer has also reserved the right, in Article 4.3) hereof, to modify the size, height, configuration, design, layout and location of the buildings and improvements in Phases II through XIV, inclusive, should the Developer elect its option to proceed with the development of those Phases.

(a) Phase I: 32 Units

Type	Bedrooms	Bathrooms	Approximate Air-Conditioned Square Footage
A	2	2	1,175
B	2	2	1,175
C	1	1½	916

Respecting the thirty-two (32) Units within Phase I within the two (2) Buildings, eight (8) Units shall be Type A and B and eight (8) Units shall be Type C in each Building.

(b) Phase III, IV, V, VII through XIV. The subsequent proposed Phases III, IV, V, VII through XIV, inclusive, within each Building within each proposed Phase contain sixteen (16) Units, eight (8) Units to be Type A and B Units and eight (8) Units to be Type C Unit.

(c) Phase II, Twelve (12) Units. Respecting Phase II only, the Building shall contain twelve (12) Units, comprising four (4) Type A and B Units and eight (8) Type C Units.

(d) Phase VI, Fourteen (14) Units. Respecting Phase VI only, the building shall contain fourteen (14) Units, comprising six (6) Type A and B Units and eight (8) Type C Units.

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5.3) Unit Identification. Each Unit is identified by a 1, 2, 3, etc. through 16 for each Building (1 through 12 for Building 15 and 1 through 14 for Building 1). Each Building is identified by a street address.

The numbered Units within the Buildings within this first Phase which constitute a designated type of Unit are identified and each Unit in Phase I is located substantially as shown in Exhibit "A".

All numbered Units within the Buildings within proposed subsequent Phase II through XIV, inclusive, if Developer elects to proceed with the development of these subsequent Phases and to add one or more to the Condominium, which constitute a designated type of Unit are identified and each Unit will be located substantially as shown on Exhibit "A".

5.4) Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interest are appurtenant to his Unit, including but not limited to the following items that are appurtenant to the Units as indicated:

(a) Common Elements and Common Surplus. The undivided share in the land and other common elements of the Condominium and in the common surplus which are appurtenant to each Unit are set forth in Article 4.2) hereof.

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

(c) Parking Space. The exclusive use of the parking space(s) assigned to such Unit by the Developer.

(d) Easement For Air Space. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

5.5) Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses and assessments, such share being set forth in Article 4.2) hereof.

5.6) No Assessments of Common Expenses Against Incomplete Residential Units. No portion of the common expenses nor liability for the same shall be assessed against any incomplete Unit. Each Unit shall commence bearing its proportionate share of common expenses when it is substantially completed, which for purposes of this Declaration shall be the time when a Certificate of Occupancy from the appropriate governmental authority for the Unit is issued.

5.7) Guarantee of Amount of Assessments for Common Expenses. The Developer is guaranteeing commencing with the recording of the Declaration of Condominium that the assessments for common expenses will not exceed \$90.00 per month until January 1, 1985, or date Developer shall transfer Association control, whichever shall first occur, and is obligated to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

Thereafter, the Developer is not guaranteeing in any manner that the assessments for common expenses imposed upon the Unit Owners will not increase from time to time.

ARTICLE 6.  
Maintenance, Alteration and Improvement

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

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

(a) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls;

(b) All conduits, ducts, pipe chaser and duct chaser, 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 or in addition to the Unit within which contained;

(c) All of the common elements and limited common elements, except those to be maintained by the unit owner as herein provided;

(d) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association;

(e) All portions of the lawn, landscaping and irrigation system and park recreation facilities.

6.3) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of his Unit (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to: paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling; all built-in shelves, cabinets, counters, storage areas and closets; all refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; all landscaping and plantings located within the interior of a unit; all interior doors; non-load bearing and non-structural partitions and room dividers; and all furniture, furnishings and personal property contained within the respective unit. In the event an owner fails to properly maintain and repair his unit, the Association, at the direction of the Board of Administration, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting Unit Owner. The Association shall have a lien against a Unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act



for unpaid assessments, plus interest at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace, at his expense, all air-conditioning and heating equipment serving his Unit, whether located inside or outside of the boundaries of his Unit.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit.

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

6.4) Alteration and Improvement. Except as elsewhere specifically reserved to the Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easements, without first obtaining the approval in writing of owners of all Units in which such work is to be done, and the approval of the Board of Administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

6.5) Common Elements, By the Association. The maintenance, replacement, repair and operation of the Common Elements and Limited Common Elements not to be maintained by the Unit Owner shall be the responsibility of the Association as a Common Expense.

6.6) Alteration and Improvements of Common Elements. After the completion of all the improvements included in the common elements of all phases which are contemplated by this Declaration, or which may be added or constructed by the Developer prior to January 1, 1995, and except for the Developer's reserved rights set forth in Articles 4.3) and 4.9) hereof, there shall be no alteration or further improvement of common elements without prior approval in writing of seventy percent (70%) of all of the Unit Owners; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of not less than fifty percent (50%) of the Unit Owners and which does not prejudice the rights of any Unit Owners without their consent, may be done if the Unit Owners who do not approve are relieved from the initial cost thereof. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof.

ARTICLE 7.  
Assessments

7.1) Assessments. The making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided.

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7.2) Share of Common Expenses. Each Unit Owner shall be liable for the share of the common expenses set forth in Article 4.2) hereof.

7.3) Annual Budget of Common Expenses. The Annual Budget of Common Expenses shall be adopted by the Board of Administration of the Association.

7.4) Interest; Application of Payments. Assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the general expense account.

7.5) Lien for Assessments. There shall be a lien for unpaid assessments with interest as provided by the Condominium Act on each Unit and all improvements thereon which shall also secure taxable court costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or preparation, enforcement and foreclosure of such lien, whether suit is filed or not and whether for negotiations, trial, appellate or other legal services.

7.6) Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of a Unit subject to the lien shall be required to pay reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

7.7) Continuing Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the Unit for which the assessments are made.

ARTICLE 8.  
Association

8.1) Association. The operation of the Condominium and all Phases thereof shall be by ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

8.2) Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "B".

8.3) Bylaws. The administration of the Association and the operation of the Condominium property shall be governed by the Bylaws, a copy of which is attached as Exhibit "C".

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

8.5) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other Owners or persons.

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

8.7) Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of all record owners is specifically required by this Declaration, the Articles of Incorporation or the Bylaws.

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

8.9) Developer's Right to Control and Manage Association During Development and Sales Period. Subject to section 718.301, F.S. (1983), the Developer hereby reserves the right to control the management and operation of the Condominium during the development and sales period for all Phases of the Condominium by electing and appointing Administrators of the Association in accordance with the provisions set forth in the Articles of Incorporation of the Association attached as Exhibit "B" hereto. Notwithstanding the foregoing, the

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Developer may terminate such right of control at any time prior thereto by relinquishing and waiving such right in writing and turning over control of the Board of Administration and the Association to the Unit Owners, who shall accept such turnover.

During the period the Developer retains such control, the Board of Administration controlled by the Developer shall have the sole and exclusive right to take all actions, make all decisions and do all things on behalf of the Association, including but not limited to the right to enter into contracts on behalf of the Association for the maintenance, operation and management of the Association and the Condominium, the determination, levy and collection of assessments against the Unit Owners and the enactment and enforcement of uniform Rules and Regulations governing the ownership, occupancy and use of the Units and the Condominium property.

ARTICLE 9.  
Insurance

9.1) Insurance. The insurance other than title insurance which shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the provisions hereinafter set forth.

9.2) Authority to Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the Unit Owners, naming them and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

9.3) Mortgagee Approval. So long as an institutional first mortgagee shall hold a mortgage upon at least a majority of the Units, such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium property, and the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This subparagraph shall be construed as a covenant for the benefit of, and may be enforced by, any such institutional first mortgagee.

9.4) Casualty. All buildings and improvements upon the land and all personal property belonging to the Association or a part of the common elements shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs as determined annually by the Board of Administration of the Association. Such coverage shall afford protection against:

- (a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
- (b) Flood insurance as required by mortgagees; and

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

9.5) Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Administration of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group, to a Unit Owner.

9.6) Worker's Compensation. Worker's Compensation insurance shall be carried to meet the requirements of the law.

9.7) Other Insurance. The Association shall carry such other insurance as the Board of Administration shall determine from time to time to be desirable, including flood insurance.

9.8) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.9) Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided, however, that no claims relating to an individual Unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage, and provided further that if an institutional first mortgagee holding mortgages encumbering more than five (5) Units requests the Association to appoint an independent institutional insurance trustee, the Association shall appoint such a trustee to handle the disbursement of all casualty and property insurance proceeds, and provided further that no claims affecting the common elements in excess of \$25,000 shall be settled without the consent of all institutional first mortgagees.

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

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

9.12) Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the then Unit Owner shall be responsible for reconstruction and repair after

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casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair.

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

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

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

ARTICLE 10.  
Use Restrictions

10.1) Use Restrictions. The use of the property of the Condominium shall be in accordance with the provisions hereinafter set forth.

10.2) Prohibitions. No Owner, Tenant or other Occupant of a Unit shall:

(a) Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the Board of Administration facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Building in the opinion of the Board; plant any planting outside of a Unit except upon written approval of the landscaping plan by the Board of Administration of the Association; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the Board.

(b) Make any structural alterations (except the erection or removal of non-support carrying interior partitions wholly within the Unit) to any Unit or to the common elements; fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls or ceiling of

a Unit unless they may be removed without substantial damage to the wall or ceiling structure; nor any of the foregoing without the prior written consent of the Board.

(c) Permit loud and objectionable noises or obnoxious odors to emanate from the Unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other Units in the sole opinion of the Board, nor allow any musical instruments or device to be placed against a common party wall to another Unit.

(d) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units and the common elements which may be adopted from time to time by the Board of Administration, or fail to allow the Board of Administration or its designated agent to enter the Unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and rules and regulations of the Association.

(e) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles or other equipment or structures on the exterior of the Building or on or in any of the common elements, except with the written consent of the Association Board of Administration.

(f) Obstruct the common way of ingress or egress to the other Units or the common elements.

(g) Hang any laundry, garments or other unsightly objects which are visible outside of the Unit.

(h) Allow anything to remain in the common areas which would be unsightly or hazardous.

(i) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit and the common elements shall at all times be kept in a clean and sanitary condition.

(j) Make use of the common elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

(k) Allow any animals to be kept in the unit other than one (1) dog or cat, fish within aquariums or birds within cages, pursuant to the rules and regulations of the Board of Administration of the Association, provided that in the event any such animals become a nuisance to the other Unit Owners in the sole opinion of the Board of Administration, such animals shall be removed from the Unit immediately; or allow any authorized pets to use the common areas except those areas specifically set aside for pets when on a leash accompanied by its Owner, and any animal waste shall be collected and disposed of by the Owner. Occupancy by any number of animals or by an animal not provided for hereinabove shall occur only if prior written consent shall be given by the Association Board of Administration.

(l) Park overnight or use for a living accommodation commercial vehicles, trucks, boats, campers, trailers, mobile homes and similar vehicles in

any parking area, except service vehicles during the time they are actually serving the Unit or common elements and pick-up trucks, vans and other personal use vehicles.

(m) Conduct any motor repair or other repair work to an automobile either within the limited common element or common elements of the Condominium nor store any household articles, furnishings or furniture within the parking space or outside the Unit.

(n) Discharge any rubbish, refuse, garbage, animal or human wastes into the lake(s) or onto the embankments or onto or into any common or limited common element area nor permit the accumulation of any rubbish, refuse, garbage within any limited common element or common element area of the Condominium. Further, no swimming, boating or other active recreational activity shall be permitted by anyone within the lakes unless the activity is designated as permissible by rule adopted by the Board of Administration.

(o) Remove, prune, cut, damage or injure any trees or other landscaping provided within the Condominium.

(p) Allow any lien pursuant to the Mechanics' Lien Law for labor performed on or materials furnished to his Unit against any other Unit or Condominium parcel of any other Unit Owner not expressly consenting to or requesting such labor or materials or against the common elements.

(q) Fail to pay timely ad valorem taxes and special assessments by taxing authorities assessed against the Condominium parcel and not upon the Condominium property as a whole.

(r) Prevent access by the Association to the Condominium Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units within this Condominium.

(s) Permit the playing, lounging, parking and storing of personal property including, but not limited to, baby carriages, strollers, playpens, bicycles, tricycles, wagons, toys, other vehicles, benches, chairs on any part of the common elements or within the limited common element parking area without the prior consent of, and subject to any regulations of, the Board of Administration.

(t) Fail to pay promptly for damage due to the act or neglect of the Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner caused to the common elements or to a Unit or Units owned by others, or the maintenance, repair or replacement required by reason of such damage, as such payment shall be determined by the Board of Administration, to the extent not covered by insurance, if any.



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(u) Barbecue or cook in any other manner food on any balcony, terrace or patio, except that adjoining his Unit, or about the Condominium property except in those areas specifically provided for such purpose.

(v) Respecting second floor units only, install and use only carpeting or soft vinyl/linoleum floor covering; no hard surfaced floor covering such as, but not limited to, ceramic, quarry, slate tile shall be installed.

10.3) Residential Units. Each of the Units shall be occupied only by the Owner, his tenants, servants and guests, and the respective families and guests of the Owner and his tenants, as a temporary or permanent residence and for no other purpose, provided, however, that this restriction and limitation shall not prevent or be deemed to prevent the conveyance of a Unit to two or more persons unrelated by family ties or to a corporation, trust, partnership or other business entity. Except as reserved to Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

10.4) Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

10.5) Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

10.6) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.7) Leasing. Entire Units may be rented for a period of thirty (30) days or longer without Association approval, provided the occupancy is only by the Lessee and/or his family, his servants and guests. Leases for a period of less than thirty (30) days shall require the prior written approval of the Association. A Unit may not be rented more than four (4) times in any one (1) calendar year. No rooms may be rented except as a part of a Unit or to another Unit Owner. (During the time a Unit is leased or occupied by others, the Unit Owner shall not have the right to use the common elements and facilities except as a guest of a Unit Owner or lessee.) The Association may appoint a rental and sales agent to handle rentals as a convenience to Unit Owners. Such agent shall serve at the pleasure of the Board of Administration and may be replaced at any time.

10.8) Regulations. Reasonable and uniform rules and regulations concerning the use of Units and the Condominium property may be made and amended

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from time to time by the Association, in the manner provided in the Articles or Bylaws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and occupants of the Condominium on request.

10.9) Provisos. Provided, however, that notwithstanding anything herein contained, until Developer has sold and/or transferred all of the Units in all Phases of the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium property shall interfere with the sale or lease of the Units. Developer may make such use of the unsold Units and common elements in all Phases as may facilitate such completion and sale or lease, including, but not limited to, maintenance of a sales office, models, the showing of the property, and the display of signs.

#### ARTICLE 11.

#### Maintenance of Community Interests

11.1) Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exist upon the land, which provisions each Unit Owner covenants to observe.

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

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

(b) Gift, Devise or Inheritance. If any Unit Owner shall acquire his title by gift, devise or inheritance or other means of transfer not herein set forth, the continuance of his ownership of his Unit shall be subject to the approval of the Association. This provision shall not be applicable to the immediate family of the initial grantees from the Developer, and for the purposes of this paragraph, the term "immediate family" shall be construed to mean the spouse or children of such original grantee.

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

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale or transfer of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee and/or such other information as the Association may reasonably require. Such notice, if a sale, at the Unit Owner's option, may

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include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval. Within thirty (30) days after receipt of such notice and information of a proposed transfer or change of ownership as above set forth, the Association must either approve or disapprove the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate executed by the President and Secretary, in recordable form, and shall be delivered to the purchaser or Unit Owner and shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser or Unit Owner.

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

(d) Fee for Approval. The Association may charge a fee in connection with each request for approval but no such fee shall be in excess of the expenditures reasonably required for the transfer or sale, nor shall such fee be in excess of \$50.

11.4) Disapproval by Association. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, or if the Unit Owner giving notice has acquired his title by gift, devise or inheritance (except as provided in Paragraph 11.2)(b) hereof), or in any other manner, and if the Association shall disapprove the transfer of ownership of such Unit, then within 30 days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the Unit Owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase, said purchaser being an assignee from Association of its rights hereunder, and to whom the Unit Owner must sell the Unit upon the following terms:

(a) If the proposed transaction is a sale, the purchaser shall pay the price, as stated in the disapproved contract to sell.

(b) If the Unit Owner has acquired his title by gift, devise, inheritance or in any other manner, the sale price shall be the fair market value determined by agreement between seller and purchaser within 20 days of the delivery or mailing of such agreement, and in the absence of such agreement, by arbitration.

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

(d) The purchase price shall be paid in cash at closing.

(e) The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchase, or within 10 days after the determination of the sale price if such is by arbitration, whichever is the later.

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

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

11.5) Mortgage. No Unit Owner other than the Developer may mortgage his Unit or any interest therein without the approval of the Association, except to a bank, insurance company, real estate investment trust, Massachusetts business trust, savings and loan association, mortgage banker, mortgage broker, agency of the U.S. Government, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

11.6) Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to a purchase by Developer or by a bank, insurance company, real estate investment trust, Massachusetts business trust, savings and loan association, mortgage banker, mortgage broker, or agency of the U.S. Government that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure

proceedings; nor shall such provisions apply to a transfer or sale by Developer or by a bank, insurance company, real estate investment trust, Massachusetts business trust, mortgage banker, mortgage broker, agency of the U.S. Government or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to an execution sale, foreclosure sale, judicial sale or tax sale.

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

11.8) Notice of Lien or Suit.

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

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

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

ARTICLE 12.

Purchase of Units by Association

12.1) Purchase of Units by Association. The Association shall have the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same only in accordance with the following provisions:

(a) Decision. The decision of the Association to purchase a Unit and to acquire, hold, lease, mortgage and convey the same shall be made by its Administrators, shall be subject to a majority vote of the Unit Owners.

(b) Limitation. If at any one time the Association be the owner or contract purchaser of three (3) or more Units, it may not purchase any additional Units without the prior written approval of 70% of members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, but the Association may vote the votes attributable to the Units it owns. Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

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ARTICLE 13.  
Compliance and Default

13.1) Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and as said documents and Rules and Regulations may be amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the relief hereinunder provided, in addition to the remedies provided by the Condominium Act.

13.2) Enforcement. The Association and its administrators, officers and agents are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by entry to any Unit at any reasonable time to make inspection, correction or compliance.

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

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

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

ARTICLE 14.  
Amendments

14.1) Amendments. Except as otherwise specifically provided and except as otherwise specifically reserved by the Developer, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

14.2) Notice. 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.

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14.3) Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Administration of the Association or by at least thirty percent (30%) of the members of the Association. Administrators and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than 70% of the votes of the entire membership of the Association.

14.4) Limitation on Amendment. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent, provided, however, that notwithstanding anything herein contained to the contrary, such amendment(s) shall not be effective until such time as all institutional first mortgagees holding mortgages encumbering more than five (5) Units have consented in writing to such amendment(s). No amendment shall change the provisions of Article 10.9) entitled "Proviso" or Article 11.6 entitled "Exceptions" without the Developer's consent. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record holders of all mortgages upon the Condominium shall join in the execution of the amendment. No amendment shall be effective that would interfere with the Developer's right to add Phase II through XIV to this Condominium without the Developer's prior written consent.

14.5) Execution and Recording. Except as otherwise specifically provided herein, a copy of each such amendment shall be attached to a certificate by the Association certifying that the amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with all the formalities of a deed. Any such amendment shall be effective only when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

14.6) Change in Percentage of Ownership in Common Elements or Sharing of Common Expense. Any vote to amend this Declaration relating to a change in the percentage of ownership in the common elements or the sharing of the common expense shall be conducted by secret ballot.

14.7) Creation of Time-Share Estates. No amendment to this Declaration may permit time-share estates to be created in any Unit of the Condominium, including any Phase if any subsequent Phase shall be completed and added to the Condominium, unless the record owners of each Unit of the Condominium and the record owners of liens on each Unit of the Condominium shall join in the execution of the amendment.

#### ARTICLE 15. Termination

15.1) Termination. The Condominium, subject to the provisions of Article 15.6 hereof, may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

15.2) Agreement. The Condominium, subject to the provisions of Article 15.6) hereof, may be terminated by the approval in writing of all of the Owners

of the Units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy percent (70%) of the Units and of the record Owners of all mortgages upon the Units, are obtained in writing, not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, of an agreement to purchase signed by the record owners of the Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash at closing.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

15.3) Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

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



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15.5) Termination by Developer. Notwithstanding anything herein contained to the contrary, the Developer may terminate this Condominium at any time prior to the recordation of conveyance of the first Unit by filing and recording an instrument in the Public Records of Sarasota County, Florida, specifying that the Condominium is terminated and consented to by all mortgagees holding mortgages on the Lands and the Units, in which event this Declaration and all Exhibits hereto and all plats thereof shall be of no further force and effect.

15.6) Limitation on Unit Owners' Right to Terminate. Notwithstanding anything herein contained to the contrary, until January 1, 1995, or until the Developer elects by a recorded instrument in writing to waive his right to add Phases II through XIV to the Condominium, whichever occurs first, the Condominium may not be terminated without the written consent of the Developer.

15.7) Amendment. The section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon Units.

ARTICLE 16.  
Institutional First Mortgagees

16.1) Written Consent Required. Except as otherwise specifically provided herein, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any Unit; (2) any change in the percentage of ownership of the common surplus or common elements; (3) any change in the percentage of sharing the common expense or assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; and (6) termination of the Condominium. The failure of the Association and Board of Administration to comply with and fully perform the terms of the Condominium documents and the Condominium Act may constitute an actionable default under the terms of any institutional first mortgage, at the election of such institutional first mortgagee.

16.2) Developer's Rights Inure to Benefit of Its Designees, Successors and Assigns. All powers, privileges, easements, rights, reservations, restrictions and limitations herein reserved or otherwise created for the benefit of the Developer shall inure to the benefit of the Developer's designees, successors and assigns.

16.3) Acquiring Mortgagee's Responsibility For Accrued and Unpaid Assessments. Notwithstanding anything herein to the contrary, an institutional first mortgagee who acquires title to a Unit by foreclosure or deed in lieu thereof shall not be responsible for the payment of any unpaid assessments pertaining to such Unit accrued at the time such institutional first mortgagee acquired title to such Unit.

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

- (a) Examine the Association books and records;
- (b) Receive notice of Association meetings and attend such meetings;
- (c) Receive notice of an alleged default by any Unit Owner for whom such mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner;
- (d) Receive notice of any substantial damage or loss to any portion of the Condominium Property.
- (e) Receive from the Association current copies of the Declaration, Bylaws, Rules and Regulations, and any and all amendments thereto, and to have made available, meaning available for inspection, upon reasonable request, during normal business hours or under other arranged reasonable circumstances, the books, records and financial statements of the Association.
- (f) Receive notice of any condemnation loss that affects either a material portion of the project or the Unit securing its mortgage, and/or lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE 17.  
Severability

17.1) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

17.2) Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business day after proper mailing, whichever shall first occur.

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

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17.4) Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits attached hereto which under the Act are required to be part of the Declaration.

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

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

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

17.8) Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Articles of this Declaration and without such other Articles limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the project known as "ASHTON LAKES, A CONDOMINIUM" (of which the Condominium is a part), as hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owners' agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest.

17.9) Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

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

#### ARTICLE 18.

##### Waiver

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

ARTICLE 19.  
Condemnation Loss

O.R. 1708 PG 0163

19.1) Distribution of Proceeds. If the Condominium or any portion thereof shall be taken or condemned by any lawful authority having the power of eminent domain, all compensation and damages for or on account of any land shall be payable to and be the sole property of the rightful fee owner and all compensation and damages for or on account of any improvements within such Condominium shall be payable to the Association as agent for the Unit Owners and their respective mortgagees as their interests may appear according to the loss or damages to their respective units and appurtenant common interests and easements and shall be used promptly by the Board of Directors of the Association to the extent necessary for restoration or replacement of such improvements on the remaining land within the Condominium according to plans and specifications pursuant to Article 9.11 hereinabove unless the Association by a vote of not less than seventy percent (70%) of the Unit Owners and institutional first mortgagees holding mortgages on the units involved determine within a reasonable period of time after such taking or condemnation that such restoration or replacement is impracticable in the circumstances, in which event the Board of Directors on behalf of the Association and at the Association's common expense shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade and shall equitably distribute the remaining proceeds from such condemnation or taking to the Unit Owners and their affected mortgagees thereby according to the loss or damage to their respective units and appurtenant common interests and easements.

IN WITNESS WHEREOF, the Developer has executed this Declaration this  
21st day of August, 1984.

Signed, sealed and delivered  
in the presence of:

GENERAL PROPERTY INVESTMENTS, INC.  
a Florida corporation

Mary Elaine Hewton  
Thomas L. Patzer

By Rodney Connelly  
its President

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared RODNEY CONNELLY, to me known to be the President of GENERAL PROPERTY INVESTMENTS, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing Declaration of Condominium on behalf of the corporation as its free act and deed and swore before me that the facts therein contained are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid  
this 21st day of August, 1984.

*Elaine Newton*  
Notary Public

My Commission Expires:

Notary Public, State Of Florida  
My Commission Expires May 17, 1988  
Bonded By SA LEO Insurance Company of America



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JOINER AND CONSENT OF ASSOCIATION

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium, agrees to all the terms and conditions thereof in its own behalf and in behalf of all present and future Unit Owners in the Condominium and assumes all obligations and responsibilities imposed upon it therein.

IN WITNESS WHEREOF, the Corporation has hereunto set its hand and seal the 21st day of August, 1984.

Signed, sealed and delivered in the presence of:

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

*Mary Elaine Newton*  
*Thomas L. Patry*

By: *Mason*

ATTEST:

*D. B. Bachner*

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared RODNEY CONNELLY, and CARY BESCHORNER, to me known to be President and Secretary, respectively, of ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument as such officers for and on behalf of said corporation as its free act and deed through authority of its Board of Administration and that they affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of August, 1984.



*Mary Elaine Newton*  
Notary Public  
My Commission Expires:  
Notary Public, State Of Florida At Large  
My Commission Expires May 17, 1988  
BONDED BY SAFECO Insurance Company of America

O.R. 1708 PG 0155

JOINDER AND CONSENT OF OWNER

FIRST LARGO SERVICE CORPORATION, a Florida corporation, hereby joins in and consents to the foregoing Declaration of Condominium, agrees to all the terms and conditions thereof in its own behalf and by its execution hereunder submits the record title to its interest in the land being submitted to condominium ownership.

IN WITNESS WHEREOF, Owner has executed this Joinder and Consent this 13th day of August, 1984.

Signed, sealed and delivered in the presence of:

Theresa E. Rosenbrock  
Kate Penninger

FIRST LARGO SERVICE CORPORATION  
a Florida corporation

By: R. Hardwick  
Its /President  
Executive Vice

ATTEST:

Arlene V. Phillips  
Arlene V. Phillips, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared /Executive Vice Rick Hardwick, and Arlene V. Phillips, as /President and Secretary, respectively, of FIRST LARGO SERVICE CORPORATION, a Florida corporation, and they acknowledged before me that they executed the foregoing instrument as such officers for and on behalf of said corporation as its free act and deed.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of August, 1984.

Theresa E. Rosenbrock  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 10, 1988  
Boaded The Joy Inc - Insurance, Inc.

O.R. 1708 PG 0166





Paragraph 11

A part of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, to wit: the public records of Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Paragraph 12

A part of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Paragraph 13

A part of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Paragraph 14

A part of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Paragraph 15

A part of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Paragraph 16

A part of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

Commencement of Sarasota Water Company's Subdivision of Tracts 8 and 10, Block 3, Sarasota Water Company's Subdivision of Tracts 8, Township 33 South, Range 18 East as per plat recorded in Public Records, Sarasota County, Florida, distributed as follows:

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CONSULTING ENGINEERS AND ARCHITECTS  
LANSING, ILLINOIS

EXHIBIT "A"  
Sheet 2 of 15





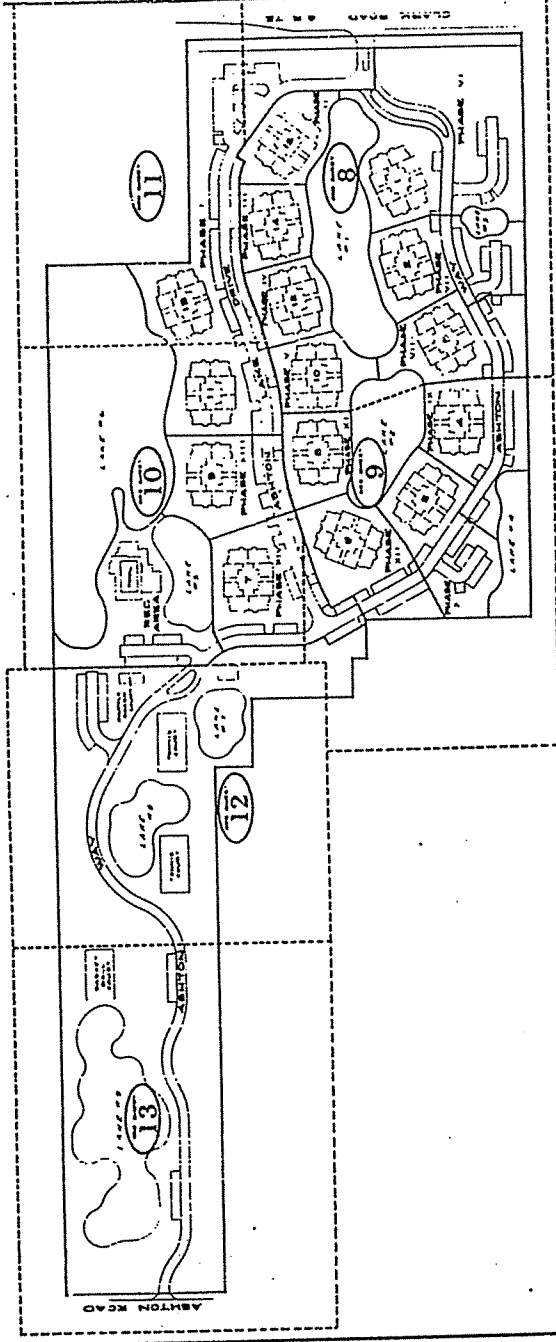
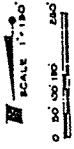


*(Faint, mostly illegible text, likely a survey description or legal document)*

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printing for reproductive purpose may be unsatisfactory  
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CONDOMINIUM BOOK 13 PAGE 17  
SHEET 7 of 15 SHEETS  
**ASHTON LAKES**

**O. R. 1708 PG 0173**



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SMALLY, WELLS, & MALVERN, INC.  
COUNTY ENGINEERS AND SURVEYORS  
TALLAHASSEE, FLORIDA

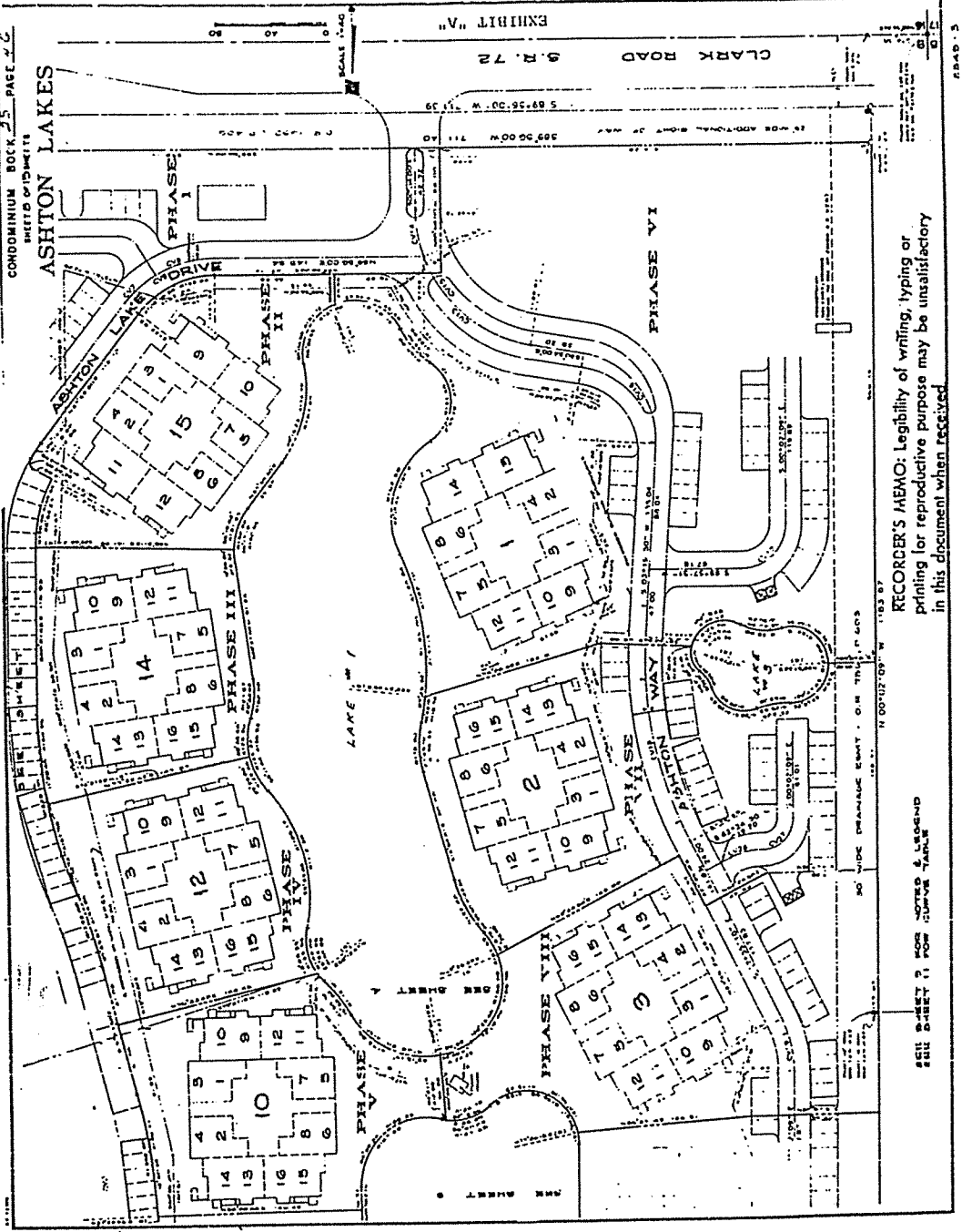
25443-8 7/16

EXHIBIT "A"  
Sheet 7 of 15

O. R. 1708 PG 0174

CONDOMINIUM BOOK 25 PAGE 25  
SHEET 0174

ASHTON LAKES



SCALE 1" = 40'

EXHIBIT "A"  
O. R. 72

CLARK ROAD

PHASE I

PHASE II

PHASE III

PHASE IV

PHASE V

PHASE VI

LAKE #1

RECORDER'S A/B/O: Legibility of writing, typing or  
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in this document when received

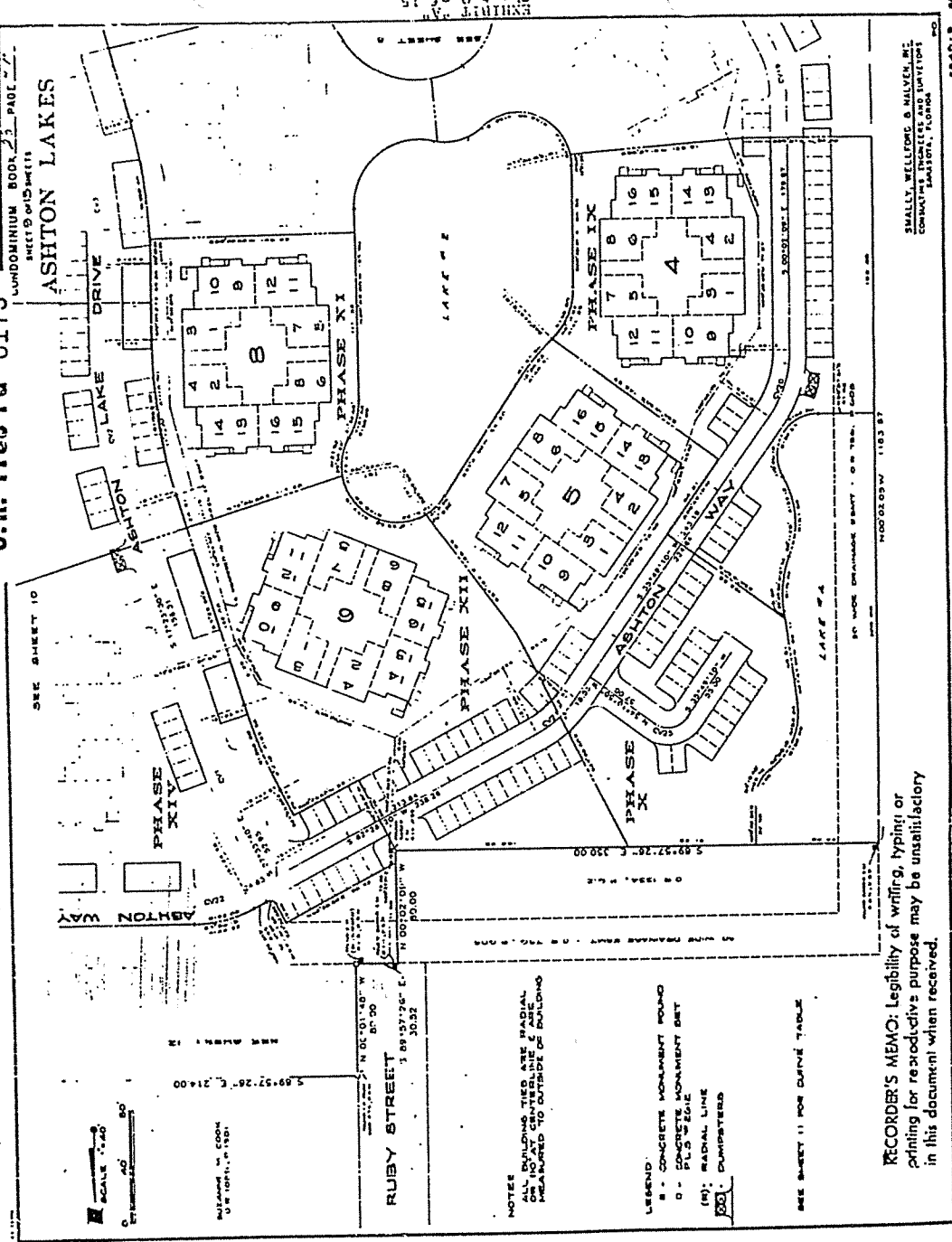
SEE SHEET 17 FOR COVER & LEGEND  
SEE SHEET 17 FOR COVER MAP

O.R. 1703 PG 0175

LUNDOMINIUM BODY 22 PAGE 17

SHEET 9 OF 15 SHEETS

ASHTON LAKES



SCALE 1" = 40'

SEE SHEET 10

SEE SHEET 12

5.89' 32.26" E, 214.00'

1.80' 37.96" E, 100.00'

10.00' 0.00" W

10.00' 0.00" W

10.00' 0.00" W

RUBY STREET

8" 30"

1.80' 37.96" E, 100.00'

10.00' 0.00" W

NOTE

ALL BUILDINGS TIED ARE RADIAL

BEARING TO OUTSIDE OF BUILDING

LEGEND

S - CONCRETE MONUMENT FOUND

D - DISCREPANT MONUMENT SET

(R) - RADIAL LINE

(P) - PUMPSTERS

SEE SHEET 11 FOR CURVE TABLE

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SMALL, WELLS & MILLEN, INC.

CONSULTING ENGINEERS AND SURVEYORS

TALLAHASSEE, FLORIDA

8840-D 9/15

EXHIBIT A

SHEET 9 OF 15



C.R. 1708 PG 0176

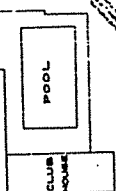
CONDOMINIUM BOOK 22 PAGE 22  
SHEET 10 OF 15  
ASHTON LAKES

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

SCALE 1"=40'

LAKE # 6

LAKE # 5



PHASE I

PHASE XIII

PHASE XIV

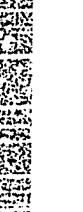
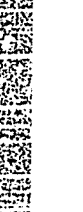
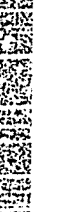
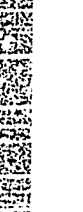
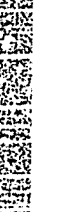
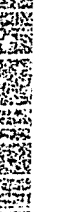
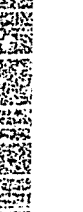
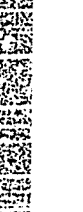
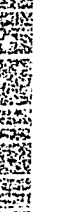
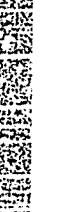
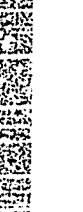
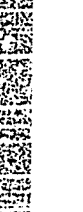
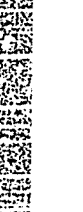
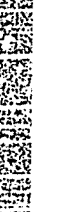
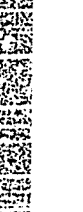
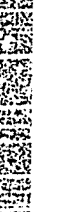
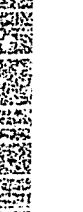
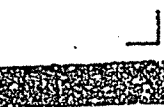
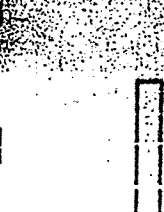
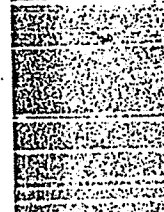
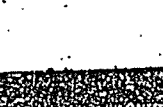
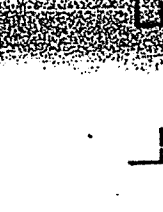
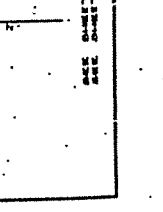
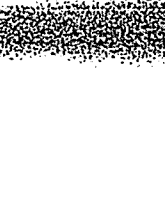
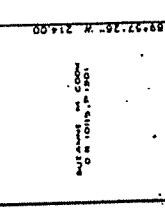
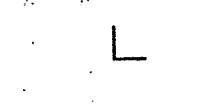
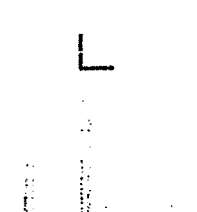
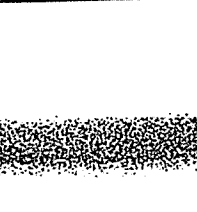
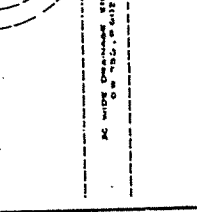
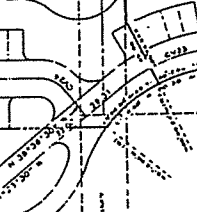
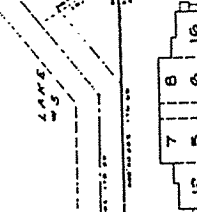
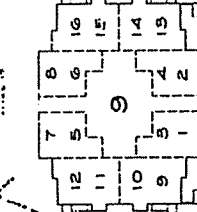
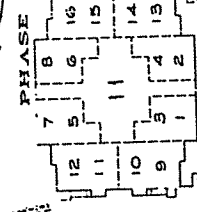
PHASE XV

PHASE XVI

PHASE XVII

PHASE XVIII

PHASE XIX



ASHTON LAKES

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NO.	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
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8	S 00° 01' 48" W	450.00	S 00° 01' 48" W	450.00
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10	S 89° 56' 00" E	300.77	S 89° 56' 00" E	300.77
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SCALE 1"=40'

CURVE TABLE

Sheet 1 of 15

PHASE I

LAKE DRIVE

CLARK ROAD

SEE SHEET 2 FOR NOTES & LEGEND

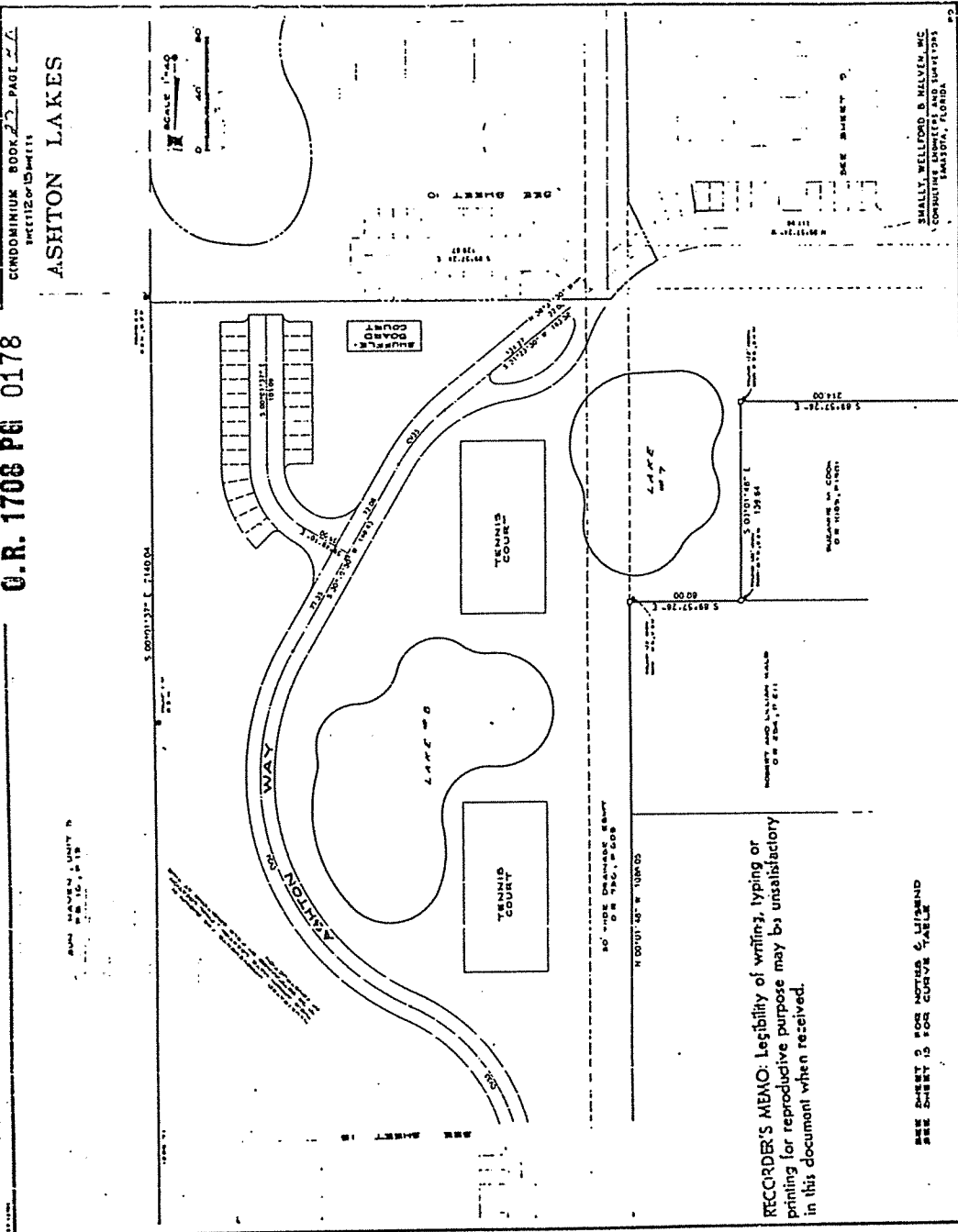
SMALLY, WELFORD & HALVEN, INC. CONSULTING ENGINEERS AND SURVEYORS TAMPA, FLORIDA

2848-3

C.R. 1708 PG 0178

CONDOMINIUM BOOK 27 PAGE 174  
SHEETS 12 OF 15 SHEETS

ASHTON LAKES



SUN HAVEN UNIT 8  
S 81°12'15\" E

S 00°01'32\" E 2140.04'

ASHTON WAY

LAKE WAY

TENNIS COURT

TENNIS COURT

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S 89°37'28\" E 62.00'  
S 01°07'48\" E 134.84'  
S 89°37'28\" E 62.00'

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

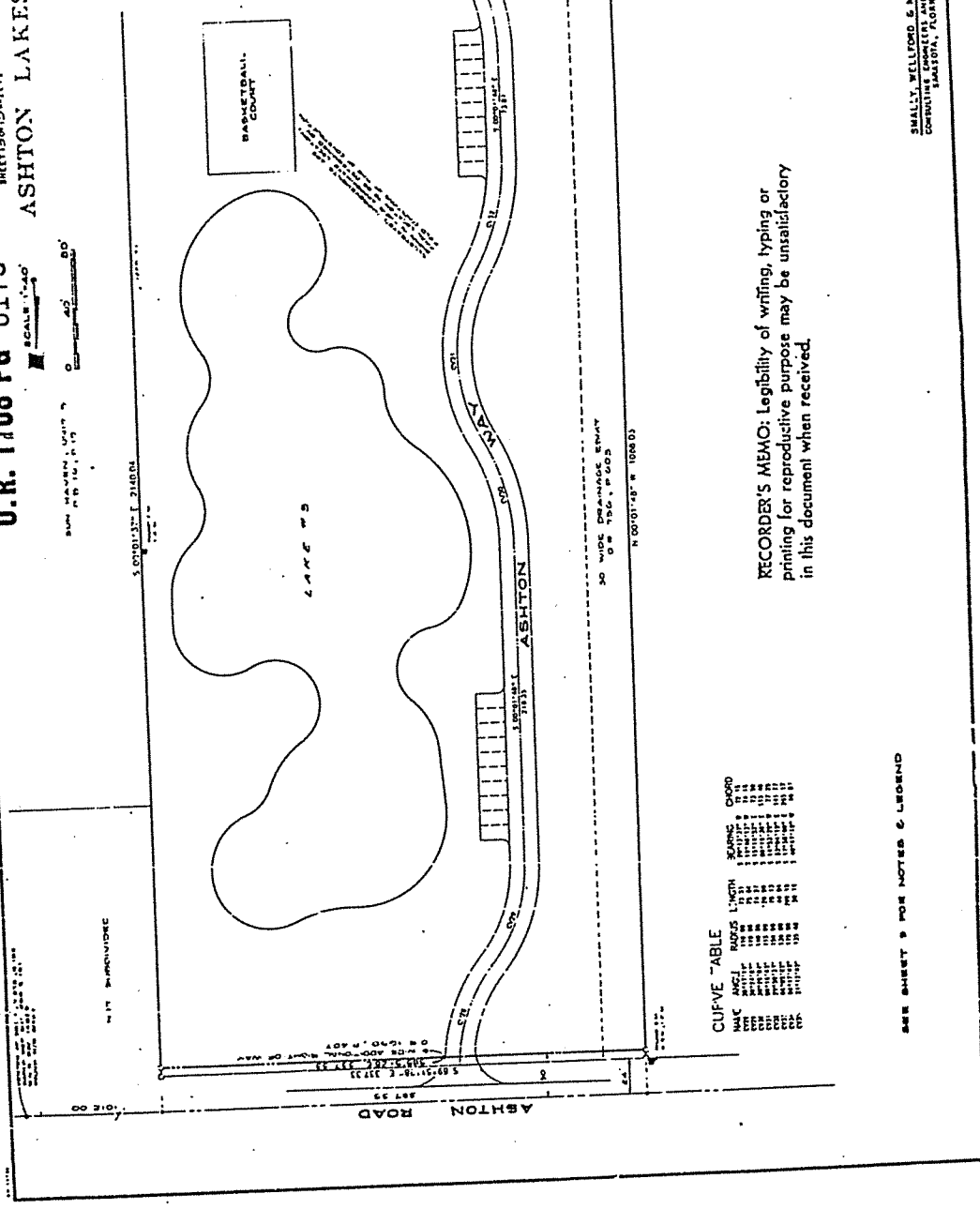
SEE SHEET 5 FOR NOTES & LUSKEND  
SEE SHEET 15 FOR CURVE TABLE

SMALLY, WELFORD, B. MELVIN, INC.  
CONSULTING ENGINEERS AND SURVEYORS  
TAMPA, FLORIDA

EXHIBIT "A"  
Sheet 12 of 15

CONDOMINIUM BOOK 23 PAGE 2  
 SHEET 13 OF 15  
**O.R. 1708 PG 0179**  
**ASHTON LAKES**

SCALE 1"=40'  
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SEE SHEET 9 FOR NOTES & LEGEND

CURVE TABLE	ANGLE	RADIUS	LENGTH	SCARS	CORD
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4	110.00	100.00	110.72	1	110.72
5	110.00	100.00	110.72	1	110.72
6	110.00	100.00	110.72	1	110.72
7	110.00	100.00	110.72	1	110.72
8	110.00	100.00	110.72	1	110.72
9	110.00	100.00	110.72	1	110.72
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RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SMALL, WELFORD & NELSON, INC.  
 CONSULTING ENGINEERS AND SURVEYORS  
 BASKETBALL COURT  
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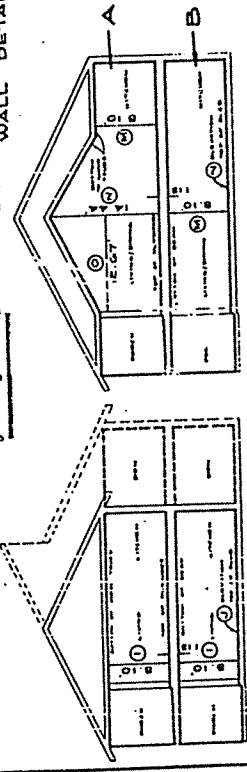
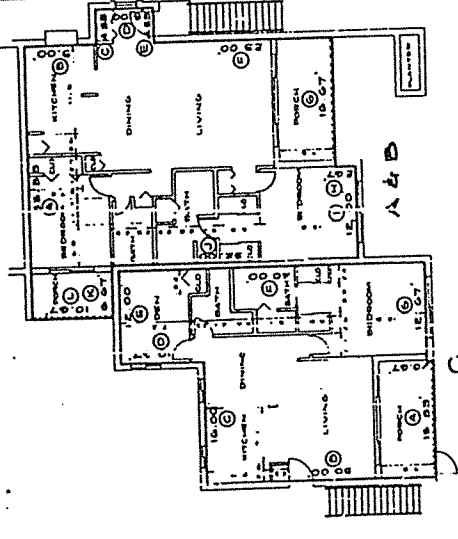
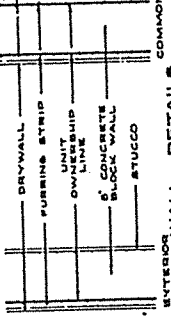
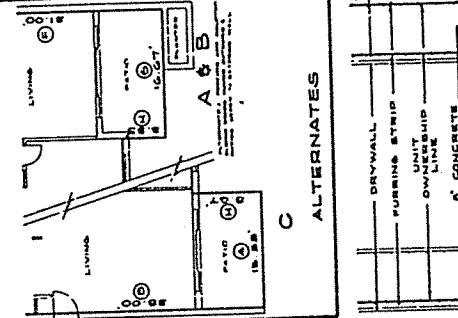
EXHIBIT "A"  
 Sheet 13 of 15

ASHTON LAKES

O.R. 1708 PG 0180

'C' TYPE UNITS

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C UPPER & LOWER BOUNDARIES A & B  
 RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

NOTES:  
 1. DIMENSIONS AS SHOWN ARE MEASUREMENTS AFTER THE COMPLETION OF THE IMPROVEMENTS.  
 2. DIMENSIONS SHOWN IN THE SPACES BETWEEN COLUMNS ARE MEASUREMENTS TAKEN FROM THE CENTER OF THE COLUMNS.  
 3. DIMENSIONS SHOWN IN THE SPACES BETWEEN ROWS ARE MEASUREMENTS TAKEN FROM THE CENTER OF THE ROWS.  
 4. DIMENSIONS SHOWN IN THE SPACES BETWEEN COLUMNS AND ROWS ARE MEASUREMENTS TAKEN FROM THE CENTER OF THE COLUMNS AND ROWS.  
 5. DIMENSIONS SHOWN IN THE SPACES BETWEEN COLUMNS AND ROWS ARE MEASUREMENTS TAKEN FROM THE CENTER OF THE COLUMNS AND ROWS.

SMALL, WELFORD & SILVER, INC.  
 CONSULTING ARCHITECTS AND ENGINEERS  
 TAMPA, FLORIDA 33602

EXHIBIT "A"  
 Sheet 14 of 15

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

ASHTON LAKES

REVERSE 'A & B' TYPE UNITS													REVERSE 'C' TYPE UNITS													REVERSE 'A B C D E F G H I J' TYPE UNITS																					
UNIT	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	UNIT	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	UNIT	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
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EXHIBIT "A"  
 Sheet 15 of 15

8043 B 173

# State of Florida



Department of State

O. R. 1708 PG 0182

I certify that the attached is a true and correct copy of the Articles of Incorporation of ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 27, 1984, as shown by the records of this office.

The charter number of this corporation is N01133.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
27th day of January, 1984.



CER-101

Handwritten signature of George Firestone in cursive.

George Firestone  
Secretary of State

EXHIBIT "B"

O.R. 1708 PG 0183

ARTICLES OF INCORPORATION  
OF

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit  
under the laws of the State of Florida

FILED  
JAN 27 12 41 PM '84  
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1.  
Name, Address and Registered Agent

1.1) Name. The name of the corporation shall be ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. For convenience the corporation shall be herein referred to as the "Association".

1.2) Address and Registered Agent. The street address of the initial registered office of the Association is 2041 Main Street, Sarasota, Florida, 33577, and the name of the Association's initial registered agent at such address is Stephen D. Rees.

ARTICLE 2.  
Purpose

2.1) Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act for the maintenance, operation and management of ASHTON LAKES, PHASE 1, a Condominium, (herein the "Condominium"), located in Sarasota County, Florida, and in addition to operate additional phases as provided for within the Declaration of Condominium of ASHTON LAKES, PHASE 1, a Condominium.

2.2) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall not have or issue shares of stock, but membership may be evidenced by a certificate of membership issued pursuant to §617.011(1) Florida Statutes (1983).

ARTICLE 3.  
Powers

3.1) Common Law and Statutory Powers. The Association shall have all of the common-law and statutory powers of a corporation not for profit and the powers and duties of an Association as set forth in §718.111 Florida



Statutes and those set forth in the Declaration of Condominium and the Association Bylaws if not inconsistent with the Florida Condominium Act.

3.2) Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida, including all of the powers and duties reasonably necessary to maintain, manage and operate the Condominium pursuant to such Declaration of Condominium 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 the costs, expenses and losses of the Condominium.

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

(c) To maintain, repair, replace and operate the Condominium property.

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

(e) To make and amend reasonable rules and regulations respecting the use of the property in the Condominium; provided, however, that all such rules and regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before the same shall become effective.

(f) To approve or disapprove the sale, transfer, lease, mortgage, occupation and ownership of Units in the Condominium.

(g) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association and the regulations for use of the property of the Condominium.

(h) To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, execution of contracts on behalf of the Association.

(i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(k) To acquire or enter into (prior or subsequent to the recording of the Declaration of Condominium) agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

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

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws of the Association.

ARTICLE 4.  
Members

4.1) Members. The members of the Association shall consist of all of the record Owners of Units in the Condominium from time to time, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2) Change of Membership. After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of 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 the member's Unit.

O.R. 1708 PG 0186

4.4) Voting. Each Unit shall be entitled to one vote. The exact number of votes to be cast by Owners of a Unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5.  
Directors

5.1) Developer's Right to Control Association and Board of Directors. The Developer of the Condominium, during the development and sales period of the Condominium, shall have and hereby reserves the absolute right and authority to manage and control the Association and its affairs and decisions and the exclusive right to elect or appoint all directors of the Association (who need not be Unit Owners), subject, however, to the statutory formula set out at Paragraph 5.3) hereafter which shall govern the transfer of control from the Developer to Unit Owners other than the Developer. During the period the Developer is in control of the Association, the directors shall exercise all rights, powers and privileges that would otherwise be exercisable by the members. The Developer may, at its option, at any time in writing waive its right to control the Association and turn over control to the Unit Owners, who must then accept such turnover of control.

5.2) Board of Directors and Election of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors provided by the Bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors. Directors, other than those elected or appointed by Developer, must be members of the Association. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association and Directors may be removed as provided for in the Condominium Act.

5.3) First Election of Directors. The Directors herein named within these Articles shall serve until the first election of Directors by the membership. Vacancies in this first initial Board of Directors occurring before Unit Owners other than the Developer named in the Declaration of Condominium own 15% or more of the Units to be ultimately operated by this corporation shall be filled by the Developer. Within sixty (60) days after the Unit Owners other than the Developer own 15% or more of this Units within a Condominium that will be operated ultimately by this Association, Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Administration of this Association at a meeting of the members of the corporation called for that purpose. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration of this Association three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or three (3) months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of

the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first, within sixty (60) days thereafter, the Unit Owners, other than the Developer, shall elect a majority of the Directors of this Association. The Developer shall be entitled to elect at least one (1) member of the Board of Administration of this Association as long as the Developer shall hold for sale in the ordinary course of business at least 5% of the Condominium Units within the Condominium operated by the Association. Vacancies in Unit owner directorships occurring before the organization meeting of the Unit Owners shall be filled in the same manner as hereinabove provided. For purposes of this Article, the number of Units to be operated ultimately by the Association is 231 Units.

5.4) First Board of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
RODNEY CONNELLY	2055 Wood Street, Suite 103 Sarasota, Florida 33577
GARY BESCHORNER	2055 Wood Street, Suite 103 Sarasota, Florida 33577
ANNELLE CRANDALL	2055 Wood Street, Suite 103 Sarasota, Florida 33577
MARTHA T. BROWN	310 South Pineapple Sarasota, Florida 33577
ROBERT CONNOLLY	1600 Cove II Place Sarasota, Florida 33581

5.5) Organizational Meeting. The operation, administration and control of this Association and the Condominium shall be turned over to the members at the organizational meeting of the members to be held at the time as prescribed by law hereinabove within Paragraph 5.3). Notice of the organizational meeting shall be given by the Secretary of the Association not less than thirty (30) days and not more than forty (40) days before the meeting. The meeting shall be conducted by the President or Vice President. Member Directors shall be elected at that meeting. Immediately following the organizational meeting of the membership the newly elected Board of Directors shall convene to elect officers.

ARTICLE 6.  
Officers

6.1) Officers. The affairs of the Association shall be administered by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and such other officers as may be designated in the Bylaws of the Association.

The officers shall be elected by the Board of Directors at its annual meeting which shall immediately follow the annual meeting of the members of the corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated and elected by the Board of Directors are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
RODNEY CONNELLY	President Sarasota, Florida	2055 Wood Street Suite 103 Sarasota, Florida 33577
ANNELLE CRANDALL	Vice President Sarasota, Florida	2055 Wood Street Suite 103 Sarasota, Florida 33577
GARY BESCHORNER	Secretary/ Treasurer Sarasota, Florida	2055 Wood Street Suite 103 Sarasota, Florida 33577

Both Directors and officers may lawfully and properly exercise the powers set forth in Article 3, particularly those set forth in Sections 3.2)(h), (i), (j) and (k), notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or own some or all of the proprietary interests in the entity or entities with whom the Association enters into such agreements. Disclosure of such agreements by setting forth the same within the Declaration of Condominium as initially declared or subsequently redeclared or amended shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and officers of this corporation of the powers pertinent thereto.

ARTICLE 7.  
Indemnification

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

O.R. 1708 PG 0189

7.2) Exculpation. This Association has been formed by officers, directors and/or nominees of the Developer named within the Declaration of Condominium. No contract or other transaction between this Association and the Developer or other person or corporation shall be void or voidable because the Developer or its officers, directors and/or nominees are financially interested in either this Association or the other party to the contract or transaction or both.

ARTICLE 8.  
Bylaws

8.1) Bylaws. The Bylaws of the Association may be altered, amended or repealed by the members in the manner provided by the Bylaws.

ARTICLE 9.  
Amendments

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

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the members of the Association. Such approval must be by 75% of the voting rights of the entire membership of the Association present at such meeting.

9.2) Limitation on Amendments. No amendment shall make any changes in the qualifications for membership, the voting rights of members, nor any change in Sections 2.1), 2.2) or 2.3) of Article 2, Section 3.3) of Article 3, Section 5.1) of Article 5, or Section 9.1) of Article 9, without approval in writing by all members and the joinder of all record Owners of mortgages upon the Condominium Units. No amendment shall be made that shall be in conflict with the Condominium Act of the State of Florida or the Declaration.

9.3) Certification. A copy of each amendment to these Articles shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County, Florida, as an amendment to the Declaration pursuant to the requirements contained therein for amendment of the Declaration.

9.4) Limitation on Right of Members to Amend. Notwithstanding anything herein contained to the contrary, until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted only by the unanimous action of the initial Board of Directors named within these Articles or their duly appointed substitutes.

C.R. 1708 PG 0190

ARTICLE 10.  
Term

10.1) Term. The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and in the event of such termination, the corporation shall be dissolved in accordance with the law.

ARTICLE 11.  
Subscribers (Incorporators)

11.1) Names and Addresses. The names and residence addresses of the subscribers (incorporators) of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
RODNEY CONNELLY	2055 Wood Street, Suite 103 Sarasota, Florida 33577
GARY BESCHORNER	2055 Wood Street, Suite 103 Sarasota, Florida 33577
ANNELLE CRANDALL	2055 Wood Street, Suite 103 Sarasota, Florida 33577

IN WITNESS WHEREOF, the subscribers (incorporators) have hereunto affixed their signatures on this 23rd day of January, 1984.

  
\_\_\_\_\_  
RODNEY CONNELLY

  
\_\_\_\_\_  
GARY BESCHORNER

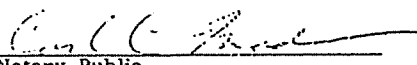
  
\_\_\_\_\_  
ANNELLE CRANDALL

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared RODNEY CONNELLY, GARY BESCHORNER and ANNELLE CRANDALL, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of January 1984.

Notary Public, State of Florida  
My Commission Expires Sept. 12, 1986  
Successors: The Trust Company of Florida, Inc.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

O.R. 1708 PG 0191



CERTIFICATE DESIGNATING REGISTERED OFFICE, PLACE OF BUSINESS  
OR DOMICILE FOR SERVICE OF PROCESS WITHIN FLORIDA AND  
NAMING REGISTERED AGENT ON WHOM PROCESS MAY BE SERVED

O.R. 1708 PG 0192

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 2041 Main Street, City of Sarasota, State of Florida, has named STEPHEN D. REES, located at 2041 Main Street, City of Sarasota, State of Florida, as its registered agent to accept service of process within Florida.

ASHTON LAKES CONDOMINIUM  
ASSOCIATION, INC.

By: *Marcello*  
Its President

Date: January 23 1984

Having been named registered agent to accept service of process for this corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

*Stephen D. Rees*  
STEPHEN D. REES, Registered Agent

Date: January 23, 1984

FIRST AMENDMENT TO ARTICLES OF INCORPORATION  
OF ASHTON LAKES CONDOMINIUM ASSOCIATION, INC.

D. R. 1708 PG 0193

WHEREAS, Articles of Incorporation of Ashton Lakes Condominium Association, Inc., a Florida non-profit corporation, were subscribed and filed with the office of the Secretary of State of Florida, the 27th day of January, A.D., 1984, under Charter Number N011333;

WHEREAS, Article 9 therein provides for amendment of these Articles of Incorporation, and specifically at subparagraph 9.4 thereof provides for amendments to be proposed and adopted only be the unanimous action of the initial Board of Directors named within these Articles or their duly appointed substitutes until the first election of Directors by the members;

WHEREAS, the Amendments hereinafter set forth are being made at request of the Department of Business Regulation, Division of Land Sales and Condominium to complete filing by Developer, General Property Investments, Inc., of Ashton Lakes;

WHEREAS, there has no occurred a first election of Directors by the members, and these Amendments result from the unanimous adoption by the Board of Administration of a Resolution dated the 11th day of May, 1984, setting forth the proposed amendments hereinafter set forth;

NOW, THEREFORE, the corporation by and through its undersigned officers hereby amends the Articles of Incorporation by execution and filing with the Secretary of State of Florida of this First Amendment as follows, to-wit:

1. Article 5.1 is hereby amended to read:

5.1) Developer's Right to Control Association and Board of Directors. Subject to section 718.301, F.S. (1983) the Developer of the Condominium, during the development and sales period of the Condominium, shall have and hereby reserves the right and authority to manage and control the Association and the exclusive right to elect or appoint all directors of the Association (who need not be Unit Owners), subject, however, to the statutory formula set out at Paragraph 5.3) hereafter which shall govern the transfer of control from the Developer to Unit Owners other than the Developer. During the period the Developer is in control of the Association, the directors shall exercise all rights, powers and privileges that would otherwise be exercisable by

O. R. 1708 FG 0194

the members. The Developer may, at its option, at any time in writing waive its right to control the Association and turn over control to the Unit Owners, who must then accept such turnover of control.

IN WITNESS WHEREOF, the President and Secretary respectively of the corporation have hereunto set their hands and affixed the corporate seal this 11th day of May, 1984.

ATTEST:

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC.

Gary Beschorner  
Gary Beschorner, Secretary

By: Rodney Connelly  
Rodney Connelly, President

CORPORATE SEAL

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of May, 1984 by Rodney Connelly, President and Gary Beschorner, Secretary of Ashton Lakes Condominium Association, Inc., a Florida non-profit corporation, on behalf of the corporation for the purposes therein expressed.

Annelle H. Crandall  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 26, 1984  
Send this fee for invoice to:

O. R. 1708 PG 0195

BYLAWS

OF

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit  
under the laws of the State of Florida

1. Identity. These are the Bylaws of ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on January 27, 1984. The Association has been organized pursuant to Section 718.111 of the Condominium Act for the maintenance, operation and management of ASHTON LAKES, a Condominium (herein called the "Condominium"), located in the County of Sarasota, Florida.

1.1 The office of the Association shall be at 2041 Main Street, Sarasota, Florida 33577.

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

1.4 As used herein, "Association" means the corporation named within the title to these Bylaws; "Corporate" refers to the within named "Association"; "Member or Members" means the owner or owners of units within the Condominium but as respects voting means only the person entitled to cast the vote attributable to Unit ownership; "Board of Administration or Administrator" means that or those of this Association; "Declaration" means the Declaration of Condominium of this Condominium; "Articles of Incorporation" means of the within named Association.

1.5 Except as otherwise provided within the documents, if there be a conflict among the provisions of the following documents, the provisions of the documents shall prevail in the following order: Declaration, Articles of Incorporation, these Bylaws, and Rules and Regulations promulgated and adopted by the Board of Administration.

EXHIBIT "C"

2. Member's meetings.

2.1 The annual members' meeting shall be held at the office of the corporation (or other place in Sarasota County designated by the Board of Directors) at the fourth Friday in the month of January of each year for the purpose of electing administrators and conduct of business authorized to be transacted by the members; provided, however, 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. The members shall meet at least once in each calendar year. However, no annual meeting of the membership shall be held until the time specified within the Articles of Incorporation of this Association.

2.2 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 members entitled to cast two-thirds (2/3rds) of the votes of the entire membership. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, which notice must state the purpose of the meeting.

2.3 Notice of all members' meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or 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 sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to each meeting of the members. The notice of the annual meeting of the members must be sent by mail to each Unit Owner and the post office certificate retained as proof of such mailing unless the particular Unit Owner has waived in writing the right to receive the notice of the annual meeting by mail. If a Unit is transferred after the notice is given by the Association, the transferee need not be notified. Attendance at any meeting, annual or special, by a member constitutes a waiver of notice unless at the beginning of the meeting he objects to it because it is not legally called. Notice may be waived before, at or after a meeting, whether annual or special, and Unit Owners may take action by written agreement without meetings if allowed by these Bylaws, the Declaration of Condominium, or any Florida Statute.

2.4 The record date on which members who were entitled to notice of a meeting are determined is three (3) days prior to date the first notices are mailed or hand delivered.

2.5 A quorum at members' meetings shall consist of the owners of a majority of the units of the entire condominium. All decisions at a members' meeting shall be made by a majority of the units represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation.

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poration or these Bylaws. If a quorum be established, the subsequent withdrawal of members that reduces the number below that originally required for determination of quorum shall not affect the validity of any action thereafter taken at the meeting or any adjournment of it.

2.6 Voting.

a. In any meeting of members the owners of units in the condominium shall be entitled to cast one vote for each Unit, unless the decision to be made is elsewhere required to be determined in another manner.

b. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit (who shall be one of the record owners) shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association at least three (3) days prior to the particular meeting. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit (who shall be one of the current officers or directors of the corporation) shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association at least three (3) days prior to the particular meeting. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.7 Proxies. Votes may be cast in person or by proxy. Any person who has reached his majority may be named a proxy. A person named as a proxy need not be a Unit Owner. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (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. Each proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast.

2.8 Adjourned meetings. 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.

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

- a. Election of chairman of the meeting
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Election of inspectors of election
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

2.10 Waiver of Notice. The members may waive notice of any specific members' meeting in writing or orally before or after any meeting. The members may also act by written agreement without meeting.

2.11 Proviso. PROVIDED, however, that until the Developer of the Condominium, General Property Investments, Inc., a Florida corporation, has terminated its control of the Association and the Condominium in accordance with the provisions of Article 5.1 of the Articles of Incorporation, the proceedings of all meetings of members of the Association shall have no force or effect unless approved by the initial Board of Directors, except as otherwise specifically required by the Florida Condominium Act.

2.12 Minutes. Minutes of each annual and any special members' meeting shall be kept in a businesslike manner by the Secretary of the Association and shall be available for inspection by Unit Owners and members of the Board of Administration at all reasonable times upon reasonable advance notice to the Secretary.

### 3. Board of Administration: Members and Duties.

3.1 Board of Administration. The affairs of the Association shall be managed by a Board of Administrators.

3.2 Membership. The Board of Administrators shall consist of not less than five nor more than seven administrators, the exact number to be determined at the time of each election.

3.3 Qualifications. All administrators shall be Unit Owners, co-owners or officers of corporate owners and be at least eighteen (18) years of age, except those Administrators elected or appointed by the Developer pursuant to Article 5.1 of the Articles of Incorporation.

3.4 Election of Administrators shall be conducted in the following manner:

- a. Prior to the organizational meeting prescribed in Article 5.5 of the Articles of Incorporation, administrators shall be chosen as prescribed within the Articles of Incorporation.

b. Subsequent to the organizational meeting prescribed in Article 5.5 of the Articles of Incorporation, the administrators shall be chosen at the annual meeting of members by a plurality of the votes cast at the election and shall hold office until the next annual meeting of members or the election and qualification of their successors or until the administrators earlier resignation, removal or death. Administrators may be removed with or without cause by the vote or agreement in writing of a majority of all Unit Owners.

c. A nominating committee of at least three (3) members shall be appointed by the Board of Administrators not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each administrator then serving whose term is expiring. Nominations for additional administrators created at the meeting shall be made from the floor, and other nominations may be made from the floor.

d. The election shall be by a ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

e. Except as to vacancies provided by removal of administrators by members, vacancies in the Board of Administrators occurring between annual meetings of members shall be filled by the remaining administrators.

f. Subject to the provisions of §718.301, Florida Statutes, any administrator may be removed with or without cause by the vote or agreement in writing by a majority of all Unit Owners. The vacancy in the Board of Administrators so created shall be filled by the members of the Association at the same meeting.

g. Provided, however, that until the Developer of the Condominium, General Property Investments, Inc., a Florida corporation, has terminated its control of the Association and the Condominium in accordance with the provisions of Article 5.1 of the Articles of Incorporation, the first administrators of the Association shall serve. In the event of vacancies, the Developer (of if he fails to do so, the remaining administrators) shall fill the vacancies, and if there are no remaining administrators, the vacancies shall be filled by the Developer, except as may be otherwise specifically provided by the Florida Condominium Act. The transfer of control of the Association from the Developer to the members shall be as provided in the Declaration of Condominium.

3.5 The organization meeting of a newly-elected Board of Administrators shall be held within ten (10) days of their election at such place and time as shall be fixed by the administrators at the meeting at which they were elected.

3.6 Regular meetings of the Board of Administrators may be held at such time and place as shall be determined, from time to time, by a majority of the administrators. Notice of regular meetings (except for any such meeting at which the adoption of the annual budget is to be considered) shall be given to each administrator, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.



3.7 Special meetings of the administrators may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the administrators. Notice of special meetings (except for any such meeting at which the adoption of the annual budget is to be considered and except for an emergency) shall be given personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

3.8 Administrators' Meetings Open. All meetings of the Board of Administrators shall be open to all Unit Owners.

3.9 Notice to Unit Owners. Notices of all meetings of the Board of Administrators "To The Attention of All Unit Owners" shall also be posted conspicuously on the Condominium property forty-eight (48) hours in advance, except in an emergency.

3.10 Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the meeting at which the Board of Administrators will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than thirty (30) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the Unit Owners.

3.11 Waiver of Notice. Any administrator may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to such administrator.

3.12 A quorum at administrators' meetings shall consist of a majority of the entire Board of Administrators. 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 Administrators, except when approval by a greater number of administrators is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.13 Adjourned Meetings. If at any meeting of the Board of Administrators there be less than a quorum present, the majority of those 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.

3.14 Joinder in Meeting by Approval of Minutes. A member of the Board of Administration may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

3.15 The presiding officer of administrators' meetings shall be the Chairman of the Board, if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the administrators present shall designate one of their number to preside.

3.16 The order of business at administrators' meetings shall be:

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

3.17 Administrators' compensation, if any, shall be determined by the members.

3.18 Committees. The Board of Administrators by resolution adopted by a majority of the full Board may designate from among its members an executive committee, and one or more other committees, whose exercise of power shall be subject to the prior and subsequent approval of the Board of Administrators. The Board of Administrators may delegate to the executive committee such powers as it deems proper, except as prohibited by Florida Statutes, §607.127 (a-f) and the Board may designate one or more members as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee.

3.19 Regulations. The Board of Administrators may adopt, amend and rescind Rules and Regulations to govern the operation and use of the Condominium, its property, the common elements and any lease, recreational or other common facility. The Rules and Regulations shall be uniform and shall not conflict with the Declaration, Articles of Incorporation or these Bylaws.

4. Powers and Duties of the Board of Administrators. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Administrators, its agents, contractors or employees subject only to approval by Unit Owners when such is specifically required. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium and these Bylaws, where permissible under the Condominium Act (Chapter 718 F.S.) 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 powers as set forth in the Articles of Incorporation.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be an administrator, a Vice President, who shall be an administrator, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Administrators and shall serve at the pleasure of the Board of Administrators. Any person may hold two or more offices, except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Administrators 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.

5.2 The President shall be the chief executive officer of the Association, and shall be an ex officio member of all such standing committees except any nominating committee. He shall have all of the powers and duties usually vested in the office of 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.

5.3 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 Administrators.

5.4 The Secretary shall keep the minutes of all proceedings of the administrators and the members. He shall attend to the giving and serving of all notices to the members and administrators 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, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Administrators or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation, if any, of all officers and the compensation of all employees of the Association shall be fixed by the Administrators. The provision that Administrators' fees shall be determined by members shall not preclude the Board of Administrators from employing an Administrator as an employee of the Association, nor preclude the contracting with an Administrator Director for the management of the Condominium.

5.7 All officers serve at the pleasure of the Board of Administrators. Any officer may be removed by a majority vote of the Administrators at a special meeting called for that purpose.

5.8 A vacancy in office shall be filled by the Board of Administrators as soon as is practicable following the creation of the vacancy.

6. 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:

6.1 Accounts. The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. 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.

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

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

d. 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.

6.2 Annual Budget. The proposed annual budget of common expenses of the condominium shall be detailed and shall show the amounts budgeted by accounts and expense classifications, in addition to those set forth in preceding sub-paragraph .1, if applicable, including, but not limited to, those expenses listed in §718.504(20). The Board of Administrators shall adopt a budget or the Board may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all Unit Owners in writing, the budget shall be adopted. The budget for each calendar year shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operating expenses previously incurred and to provide and maintain funds for the foregoing reserves according to good accounting practices.

a. Provided, however, the foregoing reserves may be omitted from the annual budget only by a vote of a majority of the members present at a duly called meeting of the Association who there determined for that fiscal year to provide no reserves or reserves less adequate than required subsection (k) of section 718.112(2) F.S. (1983).

b. If the budget is amended after adoption, a copy of the amended budget shall be furnished to each member.

c. Excessive Budget. Where the annual budget for common expenses requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the previous year, the Board of Administrators, upon written application of at least ten percent (10%) of the Unit Owners, shall call a special meeting of the Unit Owners within thirty (30) days from receipt of such application upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting the Unit Owners shall consider and adopt a budget. The budget shall be adopted by a vote of not less than a majority of the Unit Owners.

6.3 Assessments. The Board of Administration shall assess members for their shares of the total budget within thirty (30) days after the budget is approved and adopted. If an assessment is not made as required herein, an assessment in the amount of the last prior assessment shall continue in force until changed by an amended assessment. Assessments against the members for their proportionate shares of the total annual budget shall be made by the Board of Administration in equal monthly installments on the first day of each month beginning on the first month of the fiscal year. The unpaid assessment for the remaining part of the fiscal year when an amended assessment is made, shall be increased or decreased, as the case may be, and paid in equal monthly installments for the remaining months of the fiscal year. Notice of the amount of the assessment of a member shall be mailed or delivered promptly to the member at the address shown on the records of the Association. Payment is due from the member whether or not notice is received. The association may require its members to maintain security deposits to pay future assessments not exceeding two (2) monthly installments.

6.4 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the monthly assessments for common expenses shall be made only after notice of the need for such proposed assessment is given to the Unit Owners. After such notice and upon approval in writing by persons entitled to cast at least one-half ( $\frac{1}{2}$ ) of the votes of the Unit Owners concerned, the assessment shall become effective and it shall be due and payable at such time and in such manner as the Board of Administrators of the Association may require in the notice of such assessment.

6.5 Extraordinary Assessments. If the Association shall be required to perform any maintenance, repairs or replacement work on any Unit for which an individual Owner or Owners are financially responsible hereunder, the Association may proceed to make an extraordinary assessment against such Unit and the Owner or Owners thereof for the cost of the work performed to recover the actual amounts expended by the Association in making or causing to be made such repair, maintenance or replacement work plus, in the event such work was attributable to any of the acts specified within Paragraph 6.3 of the Declaration of Condominium, an amount, to be determined by the Board of Administration not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and administrative costs of the Association. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the property owned or managed by the Association. When less than all of the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for any payment necessary to discharge the same and for all costs and expenses, including reasonable attorneys' fees, incurred by reason of such lien and the Association may impose an extraordinary assessment. The Association may also make an extraordinary assessment against an Owner and his Unit to recover any amount paid by the Association for which an extraordinary assessment may be levied as provided within the Declaration or these Bylaws.

6.6 Assessments for Betterments and Reserves. The Board of Administrators of the Association may impose assessments for betterments to the Condominium on the members and may also establish reserves. In determining

whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation. Special assessments made for the purpose of raising funds for capital improvements and for any other Association purpose for which annual assessment may not or have not been made may be made and determined by the Board of Administration; provided, however, that the Board shall not approve any capital expenditure in excess of \$3,000 other than for rebuilding, repairing or replacing damaged property nor create any reserve or sinking fund in excess of such amount, unless approved by the members entitled to vote representing a majority of all Owners at any regularly scheduled meeting of the members of the Association or special meeting thereof called for the purpose of considering such special assessment excess. Any such assessment so approved shall be separately designated for such purpose and shall not be co-mingled with any of the Association's other funds.

6.7 Excess Assessments. Each year at the annual Owner's meeting or at a special meeting called for such purpose, the members shall determine whether to return to themselves any excess assessments (other than extraordinary assessments) not actually used in the managing, operating and maintaining of or the creation of reserves for each condominium or to have the excess applied against expenses for the following year. In the event such excess is determined to be returned to the Owners, it shall be allocated pursuant to the percentage in the common surplus held by each Unit.

6.8 Collection. Assessments and installments on them not paid when due shall bear interest at ten percent (10%) per annum from the due date until paid. The Association has a lien on each Condominium Unit for any unpaid assessments with the above interest and as provided by the Declaration, reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien shall be effective from and after recording a claim of lien in the Public Records in the County in which the Condominium Unit is located stating the description of the Condominium parcel, the name of the record Owner, the amount due and the due date. This lien shall be in effect until all sums secured by it have been fully paid or until barred by the statute of limitations. Claim of Lien shall be signed and acknowledged by an officer or agent of the Association and upon payment the person making the payment shall be delivered a satisfaction of the lien.

The Association may bring an action in its name to foreclose a lien for assessments unpaid in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. If a member shall fail to pay any assessment, or part of it, when due, the Association through its Treasurer, shall mail a notice of default to the member, certified or registered mail, return receipt requested, or by delivery of a true copy of it to the Unit Owner, which notice shall state the intent of the Association to foreclose its lien to collect the unpaid assessments. The Association shall proceed thirty (30) days following delivery of this notice and non-payment by the Unit Owner to file a foreclosure

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action and may apply therein to the court for the Unit Owner to pay a reasonable rental for the Condominium Unit and if granted the Association shall be entitled to the appointment of a receiver to collect the same. The Association may bid on the Condominium Unit at foreclosure sale and may acquire and hold, lease, mortgage and convey the same.

6.9 The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board of Administrators 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 administrators.

6.10 An annual audit of the accounts of the Association shall be made by a certified public accountant, if requested by at least a majority of the Unit Owners, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is requested and made.

6.11 Fidelity bonds shall be required by the Board of Administrators from all Administrators or officers handling or responsible for Association funds. The amount of such bonds shall be determined by the Administrators. The premiums on such bonds shall be paid by the Association.

6.12 Assessment Certificate. An Owner of or mortgagee or lien holder on, any Unit within the Condominium may require the Association to furnish a certificate showing the amount of unpaid assessments against the Unit. Any person other than the Owner who relies upon the certificate shall be protected by it.

6.13 The Association shall maintain accounting records according to good accounting practices which shall be open to the inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives. Such records shall include but not be limited to: (a) a record of all receipts and expenditures; and (b) an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the date and amounts in which the assessments come due, the amount paid upon the account, and the balance due; and (c) a membership list will be made available, excluding those members who have expressed their unwillingness to be so included thereon.

7. 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.

8. Amendments. These Bylaws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Administrators of the Association or by the members of the Association. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- a. not less than 70% of the votes of the entire membership of the Association, or
- b. until the first election of Administrators, by all of the members of the first Board of Administrators.

8.3 Proviso. 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 be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Provided further, that no amendment shall be made to Sections 2.11, 3.4(g), or 6.2(a), without the written approval of the Developer of the Condominium.

8.4 Limitation on Amendments. No Bylaw shall be revised or amended by reference to its title or number only. Proposals 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 a hyphen. 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 shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw \_\_\_\_\_ for present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

8.5 Execution and Recording. No amendment to the Bylaws shall be valid unless set forth in or annexed to a recorded amendment to the Declaration. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the appropriate officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and amendment are recorded in the Public Records of Sarasota County, Florida.

9. Minutes. Minutes of all meetings of the members and all meetings of the Board of Administrators shall be kept in a book and shall be available for inspection by Unit Owners and Board members and their authorized representatives at all reasonable times. All minutes shall be retained for a period of not less than seven (7) years.

10. Rules and Regulations. The Association may adopt reasonable rules and regulations to be uniformly applied to all members governing the details of



the operation and use of the common elements. Except for the initial rules and regulations which may be adopted by the first Board of Administrators, such rules and regulations may be adopted, amended or rescinded only at any regular or special meeting of the members by a vote of at least 70% of the entire membership.

11. Association May Acquire and Enter Into Agreements. Subsequent to the recording of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Condominium, for the enjoyment, recreation or other use or benefit of the members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the common expenses. The Board of Administrators of the Association may adopt covenants and restrictions relating to the use of such facilities.

12. Indemnification. The Association may indemnify those persons as set out within Article 7.1 of the Articles of Incorporation. The corporation shall purchase and maintain insurance against liability for all Administrators, officers, employees and agents of the corporation even if the corporation could not indemnify him under the Article 7.1 provisions or under statutory law.

13. Litigation: Notice. 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 within a reasonable time to all Unit Owners and they shall have the right to intervene and defend.

14. Transfer Fee. If the transfer, lease, sale, or sublease of Units is subject to approval of anybody, no fee shall be charged in connection with a transfer, sale, or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50. No charge shall be made in connection with an extension or renewal of the lease.

15. Notice of Meeting Where Assessment to be Considered. 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.

16. Reserve Accounts to be Established Within Annual Budget. In addition to annual operating expenses, the annual 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 replacement costs of each reserve item. This requirement shall not apply to those budgets for any calendar year in which the members of the Association have by a majority vote at a duly called meeting of the Association for that condominium determined for a fiscal year to provide no reserve or reserves less adequate than required

herein. Such vote may be in person, by proxy or by mail as provided for by the call of the Board.

The foregoing were adopted as the Bylaws of ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the first Board of Administrators on January 23, 1984.

O.R. 1708 P6 0209



President and Director

Attest:



Secretary and Director

FIRST AMENDMENT TO BYLAWS OF  
ASHTON LAKES CONDOMINIUM ASSOCIATION, INC.

O. R. 1708 PG 0210

WHEREAS, Bylaws of Ashton Lakes Condominium Association, Inc. were heretofore adopted at the first meeting of the Board of Administrators on January 23, 1984;

WHEREAS, said Bylaws were included within the filing of the Division of Florida Land Sales and Condominiums within the Offering Circular for Ashton Lakes, a Condominium;

WHEREAS, the Division of Florida Land Sales and Condominiums is requiring that Article 4 and Article 6.2(a) be amended to provide differently than the language presently set forth within the Bylaws;

WHEREAS, at a meeting held of the Board of Administration on the 11th day of May, 1984 the entire Board of Administrators approved a resolution providing for the amendment of Article 4 and Article 6.2(a) of the Bylaws in the manner required by Division of Florida Land Sales and Condominiums;

WHEREAS, pursuant to 8.3 of the Bylaws the Developer has approved and consented to the amendment to paragraph 6.2(a);

WHEREAS, this Amendment shall be attached together with the original Bylaws as an amendment to the Declaration of Condominium of Ashton Lakes, a Condominium, upon its submission to recording;

WHEREAS, the undersigned as officers of the Association do hereby certify that the within amendment was duly adopted pursuant to the Bylaws and is an amendment of the Declaration and Bylaws;

NOW, THEREFORE, the Bylaws are amended as follows:

1. "4. Powers and Duties of the Board of Administrators. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Administrators, its agents, contractors or employees subject only to approval by Unit Owners when such is specifically required. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium and these Bylaws, where permissible under the Condominium Act (Chapter 718 F.S.) and all of the powers and duties

O. R. 1708 PG 0211

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 powers as set forth in the Articles of Incorporation."

2. "6.2 a. Provided, however, the foregoing reserves may be omitted from the annual budget only by a vote of a majority of the members present at a duly called meeting of the Association who there determined for that fiscal year to provide no reserves or reserves less adequate than required subsection (k) of section 718.112(2) F.S. (1983)."

The undersigned officers of Ashton Lakes Condominium Association, Inc. do hereby certify that this amendment to the Bylaws described above was duly adopted by unanimous action of all administrators of the Board in accordance with the provisions of Article 8 of the Bylaws.

IN WITNESS WHEREOF, this Certificate of Amendment and First Amendment to Bylaws was duly executed by the duly authorized officers of Ashton Lakes Condominium Association, Inc. this 11th day of May, 1984.

ASHTON LAKES CONDOMINIUM ASSOCIATION, INC.

Elaine Newton  
Paul E. Hatcher

By: Rodney Connelly  
RODNEY CONNELLY, President

Attest:

Gary Beschorner  
GARY BESCHORNER, Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before this 11th day of May, 1984 by RODNEY CONNELLY as President and GARY BESCHORNER as Secretary of ASHTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, for and on behalf of the corporation.

Phillip A. Crandall  
Notary Public  
My Commission Expires:

-2-

Notary Public, State of Florida at Large  
My Commission Expires Sept. 26, 1984  
Included Free True Copy Information Inc.

JOINDER OF DEVELOPER

GENERAL PROPERTY INVESTMENTS, INC., Developer of proposed Condominium ASHTON LAKES, does hereby join for the purpose of consenting to the Amendment to the Bylaws paragraph 6.2(a) thereof.

GENERAL PROPERTY INVESTMENTS, INC.

By: Rodney Connelly  
RODNEY CONNELLY, President

Elaine Newton  
Paul E. Hatfield

O.R. 1708 PG 0212

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before this 11th day of May, 1984 by RODNEY CONNELLY as President of GENERAL PROPERTY INVESTMENTS, INC., a Florida corporation, for and on behalf of the corporation.

Orville A. Crandall  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 26, 1984  
Bonded thru Troy Felt Insurance Inc.

415113

FILED AND RECORDED  
R.H. HACKNEY, JR., CLERK  
SARASOTA CO. FLA.

AUG 21 3 18 PM '84