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KAREN E. RUSHING
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SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

MAC ARTHUR BEACH & RACQUET CLUB, A CONDOMINIUM

**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND
AMENDED AND RESTATED BYLAWS**

MAC ARTHUR BEACH & RACQUET CLUB, INC.

We hereby certify that the attached Amended and Restated Declaration of Condominium for Mac Arthur Beach & Racquet Club, A Condominium, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws for Mac Arthur Beach & Racquet Club, Inc. (which Declaration was originally recorded at Official Records Book 1041, Page 1554 et seq. of the Public Records of Sarasota County, Florida) were approved at a meeting of the membership held on April 28, 2016, as to the Declaration, Articles of Incorporation and Bylaws by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Association, after receiving approval of not less than seventy-five percent (75%) of the entire membership of the Board of Directors, which is sufficient for adoption pursuant to Article 14 of the Declaration of Condominium, Article 9 of the Articles of Incorporation and Article 8 of the Bylaws.

DATED this 10th day of MAY, 2016.

Signed, sealed and delivered

MAC ARTHUR BEACH &
RACQUET CLUB, INC.

in the presence of:

sign: Nancy J. Rustad

print: Nancy J. Rustad

sign: Mark A. Rustad

print: MARK A. RUSTAD

By: Jim Kubiak
Jim Kubiak, President

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
MAC ARTHUR BEACH AND RACQUET CLUB, A CONDOMINIUM**

**ARTICLE 1.
DEDICATION**

1.1 PROPERTY BOUND. That certain property in the County of Sarasota, State of Florida, which property is more particularly described in Exhibit "A" attached hereto, has been submitted to Condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein "the Condominium Act"). The Condominium shall be known and identified as MAC ARTHUR BEACH & RACQUET CLUB, a Condominium (herein "the Condominium"). The original Declaration of Condominium was recorded at Official Records Book 1041, Page 1549 et seq. of the Public Records of Sarasota County, Florida.

1.2 COVENANTS RUNNING WITH THE LAND. All the restrictions, reservations, covenants, conditions, easements, and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in the Common Elements.

**ARTICLE 2.
DEFINITIONS**

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and Association Bylaws shall have the meanings stated in the Condominium Act (section 718.103, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation and Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. Where terms are not defined in the Condominium Act or the Condominium documents, they shall be defined by the Association's

Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition:

2.1 “ARTICLES OF INCORPORATION” means the Articles of Incorporation of the Association and are attached hereto as Exhibit “B.”

2.2 “ASSOCIATION” means MAC ARTHUR BEACH AND RACQUET CLUB, INC., and its successors and assigns.

2.3 “ASSOCIATION PROPERTY” means that property, real and personal, which is owned or leased, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.4 “BOARD” means the Board of Directors of the Association.

2.5 “BYLAWS” means the Bylaws of the Association and are attached hereto as Exhibit “C.”

2.6 “COMMON ELEMENTS” means the portions of the Condominium property not included in the units.

2.7 “COMMON EXPENSES” means all expenses properly incurred by the Association in the performance of its duties, including but not limited to the following:

A. Expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Elements, and of the portions of Units to be maintained by the Association, including but not limited to:

- (1) Fire and other casualty and liability insurance and Workmen’s Compensation as provided herein.
- (2) Administrative costs of the Association including professional fees and expenses.
- (3) Costs of water, operation and maintenance of sewage facilities, electricity and other utilities which are not metered to the individual Condominium Units.
- (4) Labor, materials and supplies used in conjunction with the Common Elements.
- (5) The cost of such additional land and improvements as may be purchased and added to the Condominium as Common Elements by action of the Board and the Association.
- (6) Damages to the Condominium property in excess of insurance coverage.
- (7) Expenses of management of the Condominium, including the following:
 - (a) Salaries of office and property managers and their assistants and agents.
 - (b) Other expenses incurred in the management of the Condominium property.

(c) Management fees charged by management companies, if any.

(8) All other costs and expenses that may be incurred by the Condominium Association through the Board from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out the duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

B. Expenses declared Common Expenses by provisions of this Declaration or the Bylaws.

C. Any valid charge against the Condominium property as a whole.

D. The cost of master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract.

2.8 “CONDOMINIUM” means all of the Condominium property of MAC ARTHUR BEACH & RACQUET CLUB, a Condominium, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.9 “DECLARATION OF CONDOMINIUM” means this Declaration of Condominium, as amended from time to time.

2.10 “UNIT OWNER” means the record owner of legal title to a Unit.

2.11 “UNIT” means a part of the Condominium property which is subject to exclusive ownership as more fully set forth and defined herein. The boundaries of the Units are defined herein and on Exhibit “A.”

2.12 “UTILITY SERVICES” includes but is not limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, cable television, garbage and sewage disposal, and any solar energy system.

ARTICLE 3. DEVELOPMENT PLAN

3.1 SURVEY. A survey of the land, showing the improvements located thereon and a graphic description of the improvements constructed identifying the Common Elements and each Condominium Unit together with floor plans and the relative locations and approximate dimensions of such Units and buildings and other improvements to be placed upon the land, is attached hereto, incorporated herein and marked Exhibit “A” (herein “the Plat”).

3.2 UNIT NUMBERS. There are one-hundred (100) Units in the Condominium. Sixty-seven (67) of the Units are located in the low-rise and mid-rise buildings and are numbered 101 – 115, inclusive, 118 – 128, inclusive, 130 – 136, inclusive, 201 – 215, inclusive, and 218 – 236, inclusive. Thirty-three (33) of the Units are located in a high-rise building and are numbered 139, 237 - 240,

inclusive, 337 – 340, inclusive, 437 – 440, inclusive, 537 – 540, inclusive, 637 – 640, inclusive, 737 – 740, inclusive, 837 – 840, inclusive, and 937 – 940, inclusive. Each Unit is located substantially as shown in Exhibit “A.”

3.3 UNIT BOUNDARIES. Each Unit shall include that part of the Condominium property lying within the vertical and horizontal boundaries of the Unit as established by the Plat as set forth in Exhibit “A,” which boundaries shall be determined in the following manner:

A. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - the plane of the undecorated finished ceiling of the Unit which would be the uppermost undecorated finished ceiling in the case of a Unit with more than one story.

(2) Lower Boundary - the horizontal plane of the undecorated finished floor of the Unit which would be the lowermost undecorated finished floor of the Unit in the case of a Unit with more than one story.

B. Perimetrical Boundaries. Perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, and when there is attached to the building containing the Unit a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. Such boundaries shall also include the terraces or balconies serving such Units.

3.4 COMMON ELEMENTS. There shall be appurtenant to each of the Units ownership of the Common Elements in the percentages stated in Section 4.1. The Common Elements include the land and all other parts of the Condominium property not within a Unit, unless otherwise provided herein.

ARTICLE 4. PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

4.1 THE CONDOMINIUM. The percentage of ownership and the undivided shares of the respective Condominium Units in the Common Elements, and the manner of sharing Common Expenses and owning Common Surplus shall be as follows:

A. **Liability for Common Expenses.** Each Unit shall be liable for an equal share of the Common Expenses and assessments in the Condominium of which that Unit is a part.

B. **Ownership of Common Elements and Common Surplus.** The undivided share in the land and other Common Elements and in the common surplus which are appurtenant to each Unit is as follows: An undivided one one-hundredth (1/100th) share to each Unit. The foregoing right to a share

of the common surplus does not include the right to withdraw or require payment or distribution of the same.

4.2 COMMON EXPENSES. The Common Expenses of this Condominium are the Common Expenses directly attributable to the operation of this Condominium. Each Unit Owner shall be liable for the payment of a fraction of the Common Expenses in accordance with his percentage of ownership in the Common Elements hereinabove provided. The Common Expenses shall include Common Expenses defined in Section 2.5, as well as the cost of maintenance and repair of the Common Elements, fire and liability insurance as provided hereinafter, costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses, costs of water, electricity and other utilities (not metered to specific Condominium Units) and supplies used in conjunction with the Common Elements and other costs and expenses that may be duly incurred by the Association through its management and from time to time in operating, protecting, managing and conserving the Condominium property and carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration of Condominium or the Bylaws.

4.3 COMMON SURPLUS. The common surplus of the Condominium shall be owned by Unit Owners in the same shares as the Unit Owners own the Common Elements as provided in Section 4.1.

ARTICLE 5. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

5.1 BY THE ASSOCIATION. The responsibility and authority of the Association is as follows:

- A. To maintain, repair and replace all of the Common Elements.
- B. To maintain, repair and replace all conduits, ducts, plumbing, wiring, entrance doors, windows, window hardware, 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. To maintain, repair and replace all portions of a Unit, except interior surfaces, contributing to the support of the Unit, which portions shall include but not be limited to load-bearing columns and load-bearing walls, and to maintain, repair and replace up to the undecorated finished interior surfaces of interior walls.
- D. All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.
- E. To maintain, repair and replace all parts of any balcony, loggia, terrace, and canopy other than personal property and fixtures added by the Unit Owner and sliding glass door assemblies and tracks.
- F. To maintain, repair and replace all exterior stairways.

5.2 BY THE UNIT OWNER. The responsibility of a Unit Owner is as follows:

A. To maintain, repair and replace, at his or her expense, all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other Unit Owners.

B. To maintain, repair and replace sliding glass door assemblies and tracks.

C. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit.

D. To promptly notify the Association or its agents in writing of any defect or need for repairs, for which the Association is responsible.

5.3 ENFORCEMENT OF UNIT OWNER MAINTENANCE RESPONSIBILITIES. In the event a Unit Owner fails to maintain, repair or replace any portion of the Unit as required above, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorneys' fees, including appellate attorney's fees; or the Association shall have the right to, after providing the Unit Owner a reasonable opportunity to comply, assess the Unit Owner and the Unit for the necessary sums to make necessary improvements or corrections. After such assessment, the Association shall have the right for its agents or employees to enter a Unit and to do the necessary work. The Association shall have the same remedies to collect such an assessment, including but not limited to lien rights, as it has for an assessment for Common Expenses.

5.4 UNIT ACCESS. The Association, its agents or employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or portions of the Unit for which the Association is responsible, or as necessary to prevent damage to the Common Elements or to a Unit or Units, and for the purpose of carrying out the provisions referred to in Section 5.1 hereof. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. There is a master key to all Units which is maintained by the Association. No Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied. If the Association cannot access a Unit by use of the master key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage to the Unit, surrounding Units and Common Elements resulting from delay in gaining entrance to the Unit caused by the non-availability of a key. In the event the Unit Owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the Unit Owner as an assessment, as permitted by Article 6 of this Declaration.

5.5 ALTERATION AND IMPROVEMENT. No Unit Owner 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 to 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. A copy of plans for all such work prepared by an architect or general contractor licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.6 ALTERATION AND IMPROVEMENT OF COMMON ELEMENTS. There shall be no alterations or further improvement of Common Elements without prior written approval of not less than seventy-five percent (75%) of the voting interests other than alterations or improvements costing less than five thousand dollars (\$5,000.00) or minor changes made during normal maintenance procedures.

5.7 HURRICANE SHUTTERS. Notwithstanding any provisions set forth hereinabove to the contrary, the Board shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A Unit Owner may install an approved shutter without specific consent from the Board provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the standard model, color and style adopted by the Board shall be permitted.

ARTICLE 6. ASSESSMENTS

6.1 ESTABLISHMENT. The Board shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium, the Common Expenses of the Association, and such other assessments as are specifically provided for in this Declaration of Condominium, the Articles of Incorporation, the Bylaws or by law, including special assessments necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Each Unit Owner shall be liable for a one one-hundredth (1/100th) share of the Common Expenses.

6.2 INTEREST AND LATE CHARGE, APPLICATION OF PAYMENTS. Assessments and installments on 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 highest rate allowed by law from the date when first due until paid. The Association may also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment or special assessment or for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment or special assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

6.3 LIEN FOR ASSESSMENTS. The Association shall have a lien on each Unit to secure the payment of unpaid assessments and special assessments which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. No such lien shall continue for a period longer 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. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(5), Florida Statutes. A claim of lien for assessments or special assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid assessments or special assessments without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorney's fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

A. The liability for assessments or special assessments may not be avoided by waiver of the use or enjoyment of any Common Element, Association Property, or the abandonment of the Unit for which the assessments are made.

B. A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments and/or special assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Unit Owner for all unpaid assessments that came due up to the time of transfer of title of the Unit. This liability is without prejudice to any right the Unit Owner may have to recover from the previous Unit Owner the amounts paid by the Unit Owner.

ARTICLE 7. THE ASSOCIATION

7.1 AUTHORITY. Operation of the Condominium shall be by MAC ARTHUR BEACH AND RACQUET CLUB, INC., a corporation not for profit, under the laws of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit "B." A copy of the Association Bylaws are attached hereto as Exhibit "C."

7.2 POWERS AND DUTIES. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and Bylaws, which are referred to herein and attached hereto, this Declaration of Condominium, the Condominium Act, and Chapter 617, Florida Statutes, and shall include but not be limited to the power to contract for the management of the Condominium and to delegate to the contractor all the powers and duties of the Association except such as are specifically required by this Declaration or the Bylaws to have the approval of the Board or the membership of the Association.

7.3 MEMBERSHIP. Each Unit Owner shall automatically be a member of the Association, and said membership shall terminate when he or she no longer owns a Unit or any interest therein, as more particularly set forth in the Articles of Incorporation and Bylaws.

7.4 VOTING RIGHTS. Each Unit shall be entitled to one (1) vote at meetings of the Association membership. In the event of joint ownership of a Unit, the vote to which that Unit is entitled shall be cast in the manner provided in the Bylaws.

7.5 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The shares of Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

7.6 LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain, replace, and repair parts of the Condominium property and facilities, the Association shall not be liable to any Unit Owners for injury or damage caused by a latent condition of the property to be maintained, replaced and repaired by the Association, or caused by the elements or by other Unit Owners or persons.

7.7 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 a vote of such Unit Owner in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE 8. INSURANCE

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

8.2 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.

8.3 CASUALTY. All buildings and improvements upon the land and all personal property included in the Condominium property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board 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, if available at reasonable rates, as determined in the sole discretion of the Board, 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.

8.4 PUBLIC LIABILITY. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board, including but not limited to hired automobile and non-owned automobile coverages.

8.5 WORKMEN'S COMPENSATION. Worker's Compensation insurance shall be carried to meet the requirements of law.

8.6 OTHER INSURANCE. The Association shall carry such other insurance as the Board shall determine from time to time to be desirable.

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

8.8 RECONSTRUCTION AND REPAIR. If any part of the Condominium property shall be damaged by casualty it shall be reconstructed or repaired immediately with the remaining proceeds, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

8.9 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.

8.10 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, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility and reconstruction and repair after casualty shall be that of the Association.

8.11 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.

8.12 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.

8.13 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 Board. The first moneys 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 9.
RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE**

9.1 DAMAGE TO CONDOMINIUM PROPERTY. If any part of the Condominium property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

A. Partial Destruction. Partial Destruction (which shall be deemed to mean destruction which does not render one-half (½) or more of the Units untenable) shall be reconstructed or repaired unless this Declaration of Condominium is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair.

B. Total Destruction. Total Destruction (which shall be deemed to mean destruction which does render one-half (½) or more of the Units untenable) shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, seventy-five percent (75%) of all voting interests vote in favor of such reconstruction or repair.

C. Reconstruction. Such Reconstruction or repair shall be substantially the same as the original construction.

D. Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Unit or structures were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Units or structures exist.

E. Damage to One Unit. If the damage is only to those parts of one (1) Unit for which the responsibility of replacement or repair is that of the Unit Owner, then the Unit Owner shall be responsible for supervising reconstruction and repair after casualty. Reconstruction and repair shall be by a licensed contractor and in accordance with all applicable building codes and permitting requirements.

F. Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of reconstructing and repairing, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board desires.

9.2 INSURANCE ADJUSTMENTS. Each Unit Owner shall be deemed to have delegated to the Board the Unit Owner's right to adjust with insurance companies all losses under policies purchased by the Association.

9.3 CONDEMNATION.

A. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration of Condominium, the award shall compensate the Unit Owner for his Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, and the Board shall promptly prepare, execute, and record an amendment to the Declaration of Condominium reflecting such reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a Common Element.

B. Except as provided in subsection A. above, if a part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. Upon acquisition, 1) that Unit's Common Element interest, votes in the Association, and Common Expense liability shall be reduced in proportion to the reduction in size of the Unit, and 2) the portion of Common Element interest votes, and Common Expense liability divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interest, votes, and liabilities.

C. If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a limited Common Element shall be equally divided among the Unit Owners of the Units to which that limited Common Element was allocated at the time of acquisition.

D. Reconstruction and repair in the event of condemnation shall be governed by the provisions of this Article 9 of this Declaration of Condominium.

**ARTICLE 10.
USE RESTRICTIONS**

In order to provide for congenial occupancy of the Condominium property and to better protect the values of the Units, the use of the Condominium property and Units shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

10.1 USE OF COMMON ELEMENTS. No Unit Owner shall have the right to maintain, alter, or improve any of the Common Elements without the written permission of the Board. 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.

10.2 NUISANCE. 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 peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium property.

10.3 RESIDENTIAL USE. Each Condominium Unit shall be used exclusively as a single family residential dwelling.

10.4 LAWFUL CONDUCT. No immoral, improper, offensive, hazardous or unlawful use shall be made of the Common Elements, Association Property or a Unit. All laws, ordinances and regulations of all governmental bodies must be obeyed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium property, as elsewhere herein set forth.

10.5 LEASING. After approval by the Association elsewhere required, entire Units may be rented, provided the occupancy is only by the lessee and lessee's family, servants and guests. No lease shall be for a term of less than thirty (30) days. No rooms may be rented except as a part of a Unit or to another Unit Owner, and no transient tenants may be accommodated. Any Unit lease shall incorporate, by reference, the provisions of this Declaration of Condominium and any rules and regulations adopted by the Board. The lease shall also include a provision giving the lessor the option to terminate the lease upon the failure of the lessee to comply with the provisions of this Declaration of Condominium and any rules and regulations adopted by the Board. The Board shall have the right to require a lessor to so terminate a lease if it determines after a hearing that the tenant has failed to comply with this Declaration of Condominium or the rules and regulations adopted by the Board. Such determination may only be made at a public hearing held by the Board and to which both the tenant and the Unit Owner receive three (3) days' notice and have an opportunity to be heard. In the event any lease of a Unit shall fail to contain the provisions required herein, they shall be deemed to be hereby incorporated by reference and be a part of the lease.

10.6 RULES. Rules and Regulations concerning the use of the Condominium property are attached hereto as Exhibit "D." These may be amended from time to time by the Board, subject to approval by an affirmative vote of not less than seventy-five percent (75%) of the voting interests of the Association. Unit Owners, tenants and occupants of Units shall abide by all provisions of this Declaration of Condominium and all Rules and Regulations promulgated by the Association concerning occupancy and use of Units and Common Elements. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium by request.

10.7 RESTRICTION AGAINST DIVIDING UNIT. 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 and the requisite vote of Owners and mortgagees.

10.8 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 five (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 five (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.

10.9 TENANTS' RIGHT TO USE COMMON ELEMENTS. When a Unit is leased, a tenant shall have all use rights in the Association Property and those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners.

10.10 ASSIGNMENT OF RENT. If a delinquency occurs during the term of a lease or any extension or renewal thereof, there shall be an automatic assignment to the Association of all rights of the Unit Owner to collect the rent for the Unit. Each lease or rental of a Unit shall be in writing and shall include, or if it does not shall be deemed to include, the following provision:

Assignment of Rent to Association. The parties hereto agree that MAC ARTHUR BEACH & RACQUET CLUB, INC. (the "Association"), shall be a third-party beneficiary to this agreement and that the tenant/lessee/occupant of the unit may be required to pay the rental payments set forth in this agreement directly to the Association in the event the landlord/lessor/owner is delinquent in the payment of regular or special assessments to the Association. The rental payments shall be used by the Association to bring the delinquent assessments current and shall be applied to all sums due (including assessments, interest, late fees, costs and attorney's fees) in accordance with Chapter 718, Florida Statutes, as may be amended from time to time. The parties agree that the tenant/lessee/occupant, upon receiving written notice (hereinafter referred to as "notice") from the Association by hand delivery or certified mail, return receipt requested, shall make all rental payments to the Association until the

delinquent assessments have been satisfied. The Association shall hand deliver or mail by certified mail, return receipt requested, a copy of the notice to the landlord/lessor/owner at the last known address of the landlord/lessor/owner. In the event the Association is required to file an action against the landlord/lessor/owner or tenant/lessee/occupant to collect the rent or otherwise enforce the terms of this provision, the prevailing party shall be entitled to its attorneys' fees and costs incurred both at trial and the appellate levels.

10.11 PETS. The keeping, maintenance, or ownership of pets in the Condominium shall be governed by the Rules and Regulations attached as Exhibit "D" hereto and as the same shall be amended from time to time.

ARTICLE 11. TRANSFER OR SALE OF A UNIT

In order to maintain a community of congenial residents and thus protect the value of the Units, no Unit may be transferred or sold except in compliance with the provisions below:

A. Transfers Subject to Approval. Except as provided below, no Unit Owner may dispose of a Unit or any interest therein by sale or other transfer, including but not limited to by gift, devise or inheritance without prior approval of the Association, except that Association approval shall not be required for a Unit Owner to transfer a Unit to his or her spouse, another member of the Association or to a trustee if the Unit Owner, his or her spouse, or lineal descendants are the sole beneficiaries of the trust.

B. Approval of Sale or Transfer of Unit. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner. A Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board along with such other information concerning the intended sale or transfer as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. Within thirty (30) days after receipt of such fully completed notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form.

C. Disapproval of Sale or Transfer of Unit. Approval of the Association shall be withheld only if a majority of the entire Board so votes. Except as further provided herein, if the Association disapproves a prospective purchaser and the Unit Owner so demands an alternative purchaser be provided, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. The Association shall have no obligation to provide an alternative purchaser if the sale is denied because such sale would violate the terms of this Declaration of Condominium or if the denial is based on any of the following factors:

(1) Any of the persons seeking approval (which shall include all proposed occupants) has been convicted of murder, sexual battery, child molestation, rape or their equivalent under federal or state laws;

(2) A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit;

(3) The persons seeking approval refuse to sign a document agreeing to abide by all pertinent rules and restrictions; or

(4) A person seeking approval has an unacceptable credit history, subject to the discretion of the Board. This is necessary in order to ensure a community of financially responsible Owners who will be able to pay their assessments.

The Association shall in no instance discriminate against any person on the basis of race, color, national origin, religion, sex, sexual orientation, familial status or handicap as prohibited by any applicable local, state or federal law.

D. Screening and Application Fees. The Association shall impose a fee not to exceed one hundred dollars (\$100.00) per applicant or as permitted by law with the giving of notice of intention to sell or transfer a Unit. Said screening and application fee shall be set by the Board and in compliance with applicable law. The Board is authorized to conduct a credit check as part of the screening process.

E. Unauthorized Transactions. Any sale or transfer not authorized pursuant to the terms of this Declaration of Condominium shall be voidable at the election of the Association; provided, however, that such voidability shall exist for a period no longer than one (1) year from the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the Unit; provided further that the Association must commence an action to set aside such transaction within said one (1) year period.

F. Corporate Ownership. A partnership, limited partnership, or corporation may purchase or own a Unit only if such entity designates one natural person to whom all rights and duties of ownership shall accrue. A corporation shall not be exempt from prior approval and shall present the Association with an application for membership of its designated member. Such corporate Unit Owner may, no more frequently than annually and subject to Board approval, change its designated member.

G. Mortgagee Owners. Notwithstanding anything in this Article to the contrary, the provisions of this Article shall not be applicable to transfers to institutional mortgagees, whether by foreclosure, judicial sale, or deed in lieu of foreclosure whereby the mortgagee becomes the Owner of the Unit.

**ARTICLE 12.
AMENDMENTS OF DECLARATION**

12.1 AMENDMENT. Notice of the subject matter and text of a proposed amendment shall be included in or with the notice of the members' meeting at which the proposed amendment will be considered. An amendment may be proposed by the Board or by not less than twenty percent (20%) of the membership. This Declaration of Condominium may be amended at any regular or special meeting called in accordance with the Bylaws by the affirmative vote of at least seventy-five percent (75%) of all voting interests voting in person or by proxy at any duly called meeting. Directors 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 or the end of the designated voting period.

12.2 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association and attested by the Secretary or Assistant Secretary of the Association, with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

12.3 LIMITATION ON AMENDMENT. 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; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it, nor change the Owner's share of the Common Expenses or common surplus; and no amendment shall change the voting rights of the members, unless the record owner of the Unit and all record owners of first mortgages thereon shall join in the execution of the amendment.

**ARTICLE 13.
BYLAWS**

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

**ARTICLE 14.
REMEDIES FOR VIOLATIONS**

14.1 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, 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, a member of his family, or his or their guests, employees, agents or lessees.

14.2 COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, Articles of Incorporation, Bylaws and

duly adopted rules. Failure of a Unit Owner to comply therewith shall entitle the Association or any Unit Owners to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. The Association shall arbitrate prior to litigation in such instances and manner as required by state law. Also, the Association may levy fines for enforcement of rules and restrictions after notice and opportunity for a hearing and subject to limits, as provided in the Association Bylaws and by Association rule in accordance with the requirements of state law.

14.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising out of an alleged failure of a Unit Owner to comply with the requirements of the Condominium Act, this Declaration of Condominium, the Exhibits attached hereto, or the rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees, including appellate attorneys' fees.

14.4 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 of Condominium, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14.5 ENFORCEMENT OF MAINTENANCE. In the event a Unit Owner fails or refuses to properly maintain the Unit as required in Article 5, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The prevailing party in such an action shall be entitled to recover court costs and their reasonable attorneys' fees.

14.6 AUTHORITY TO LEVY FINES. In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may also levy a fine against any Unit Owner for failure of the Unit Owner or of a tenant, occupant, licensee or invitee to comply with this Declaration of Condominium, the Bylaws or Association rules.

ARTICLE 15. TERMINATION OF CONDOMINIUM

15.1 TERMINATION. The Condominium may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

15.2 AGREEMENT. The Condominium may be terminated by the approval in writing of all 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-five percent (75%) of the Common Elements, 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 (60) 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 fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, 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 (2) 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.

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 mortgagees and lienors 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.

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

ARTICLE 16. EASEMENTS

Each of the following easements are hereby reserved in favor of the Association, its grantees, successors and assigns and to the City of Venice where specified, and are covenants running with the land of 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:

16.1 UTILITIES. As shown on Exhibit "A," and as otherwise may be required for Utility Services from the City of Venice and all other utilities in order to adequately serve the Condominium, the Units and all portions thereof, provided, however, easements through a Unit shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved, in writing, by the Unit Owner.

16.2 PEDESTRIAN AND VEHICULAR TRAFFIC. For pedestrian traffic over, through and across sidewalks, 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 portions of the Common Elements as may be from time to time paved and 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 not intended for such use.

16.3 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.

16.4 EASEMENT FOR MUNICIPAL SERVICES. For ingress and egress at all times to the proper officials and employees of the City of Venice, Florida, over the Common Elements of the Condominium for the purpose of policing said area, the collection of garbage and the performance of such other municipal functions in connection therewith as may be needful or proper in the public interest.

16.5 OTHER EASEMENTS. Other easements, if any, set forth in Exhibit "A."

ARTICLE 17. MISCELLANEOUS

17.1 SEVERABILITY. The invalidity or unenforceability in whole or in part of any restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration of Condominium, or any Exhibit attached thereto, shall not affect the remaining portions hereof.

17.2 APPLICABLE STATUTES. The validity, application and construction of this Declaration of Condominium and its Exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

17.3 BINDING EFFECT. All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration of Condominium is duly revoked.

17.4 CONFLICTS. If there is a conflict between any provision of this Declaration of Condominium and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Condominium documents shall take priority in the following order: this Declaration of Condominium, Articles of Incorporation, Bylaws and then the Association rules and regulations, all as amended from time to time.

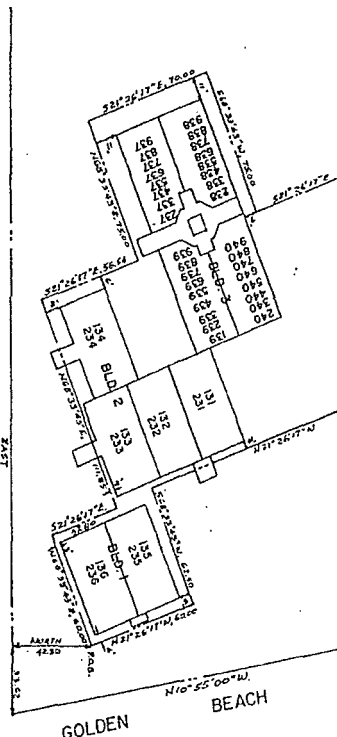
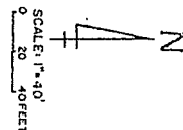
17.5 HEADINGS AND CAPITALIZATION. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

17.6 INTERPRETATION. The provisions of this Declaration of Condominium shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and providing for the same. The terms of this Declaration of Condominium, the Articles of Incorporation, Bylaws and rules shall not be construed in favor of or against the Association or a Unit Owner in the event of arbitration or litigation.

17.7 ASSIGNED AUTOMOBILE PARKING SPACES. The Board of the Association may from time to time assign the right to use one parking space to each particular Unit. The Board may from time to time, should they determine there be a need, change the parking space assigned to a Unit, provided that a Unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more Unit Owners may be under a physical disability which would require the assignment of a parking space more convenient to their Units and to give the Association the power and flexibility to deal with such situations.

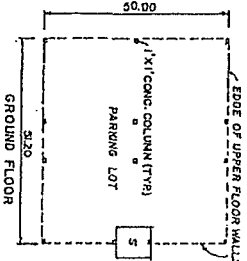
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MAC ARTHUR BEACH AND RACQUET CLUB, A CONDOMINIUM
SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST,
CITY OF VENICE, COUNTY OF SARASOTA, STATE OF FLORIDA

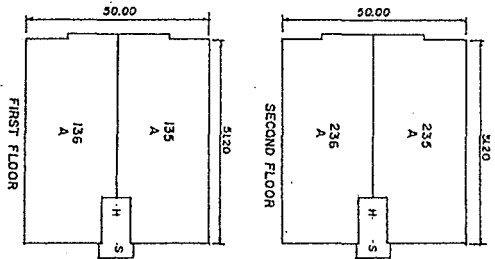


PLOT PLAN

- NOTES:**
1. LETTER FOLLOWING CONDOMINIUM NUMBER REFER TO TYPICAL UNIT TYPE SHOWN ON SHEET NO. 1. REFER TO THE SAME SHEET FOR DETAIL DIMENSIONS.
 2. ABBREVIATIONS:
H-HALL WAY
S-STAIR WAY
ST-STORAGE
- SCALE 1"=20'
0 10 20 FEET



BUILDING 1



NOTES:

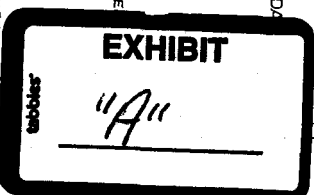
1. BEARINGS ARE BASED ON THE ORIGINAL DEED DESCRIPTION OF THE PROPERTY.
2. IMPROVEMENTS WITHIN THE COMMON ELEMENTS SUCH AS BUT NOT LIMITED TO WATER MAINS, STORMDRAINS, SEWERS, SIDEWALKS AND TREES HAVE NOT BEEN LOCATED.
3. ELEVATIONS REFER TO NATURAL GEODETIC VERTICAL DATUM OF 1929, 0.00
4. COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM.
5. ALL UNIT ANGLES ARE RIGHT ANGLES UNLESS OTHERWISE INDICATED.
6. DEVELOPER RESERVES THE RIGHT TO INSTALL DECORATIVE FENCING AROUND THE PERIMETER OF THE CONDOMINIUM PROPERTY OR ANY THEREOF.
7. 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 FOLLOWING MANNER:
 - A. UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
 - a) UPPER BOUNDARY - THE PLANE OF THE UNDECORATED FINISHED CEILING OF THE UNIT WHICH WOULD BE THE UPPERMOST UNDECORATED FINISHED CEILING IN THE CASE OF A UNIT WITH MORE THAN ONE STORY.
 - b) LOWER BOUNDARY - THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED FLOOR OF THE UNIT WHICH WOULD BE THE LOWERMOST UNDECORATED FINISHED FLOOR OF THE UNIT IN THE CASE OF A UNIT WITH MORE THAN ONE STORY.
 - B. PERIMETRICAL BOUNDARIES: PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNDECORATED FINISHED INTERIOR OF THE WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, AND WHEN THERE IS ATTACHED TO THE BUILDING CONTAINING THE UNIT A BALCONY, LOGGIA, TERRACE, CANOPY, STAIRWAY OR OTHER PORTION OF THE BUILDING SERVING PLANE ADJACENT TO AND WHICH INCLUDE ALL OF SUCH STRUCTURES AND FIXTURES THEREON, SUCH BOUNDARIES SHALL ALSO INCLUDE THE TERRACES OR BALCONIES SERVING SUCH UNITS.
8. INTERIOR PARTITION DIMENSIONS ARE INFORMATIONAL ONLY. UNIT BOUNDARY DIMENSIONS ONLY ARE CERTIFIED.
9. THIS IS AN AS-BUILT DRAWING, PART OF ORIGINAL PLAT RECORDED ON CONDO. BOOK #, PAGE #1, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
10. ONLY THOSE UNITS SHOWN ON THE PLOT PLAN OF THIS SHEET ARE CERTIFIED.

SURVEYOR'S CERTIFICATE

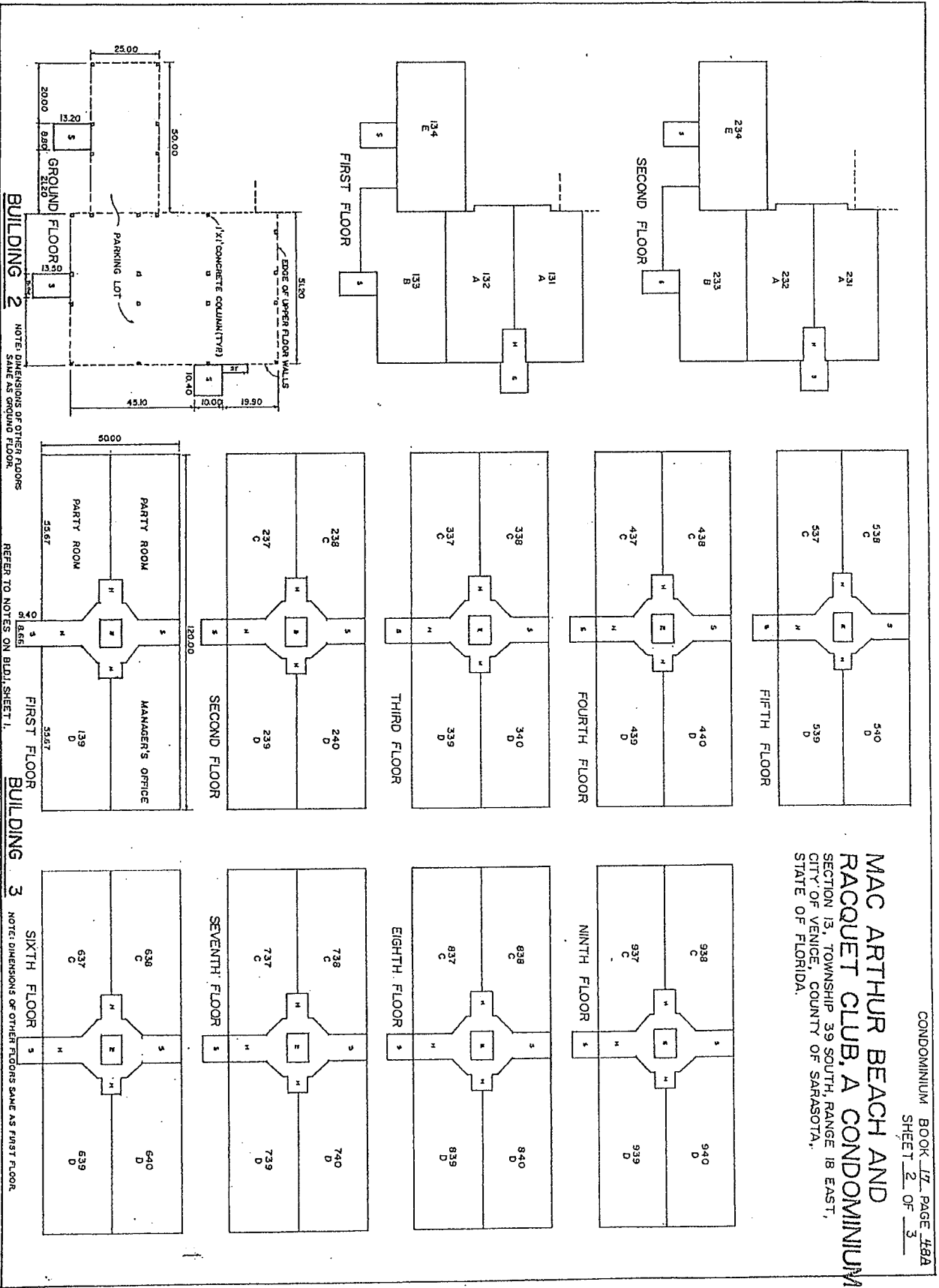
I, THE UNDERSIGNED LAND SURVEYOR, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREON IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATE OF SURVEY: JUNE 1, 1991

Wen Y. Chung
WEN Y. CHUNG
REGISTERED FLORIDA LAND SURVEYOR NO. 2637

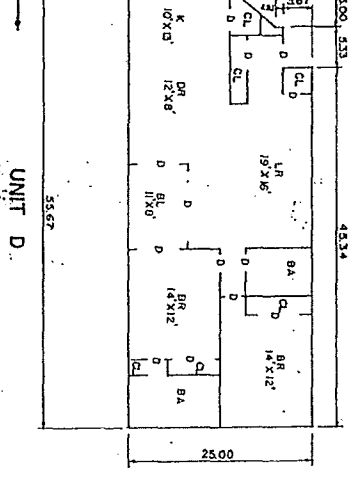
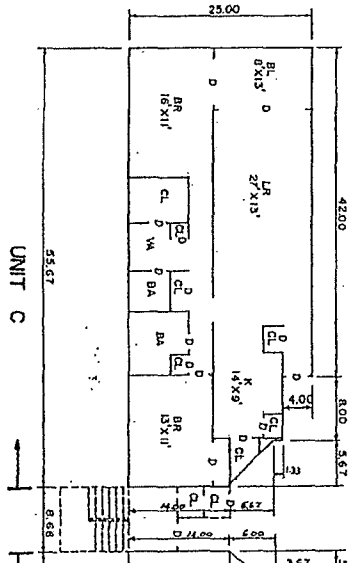
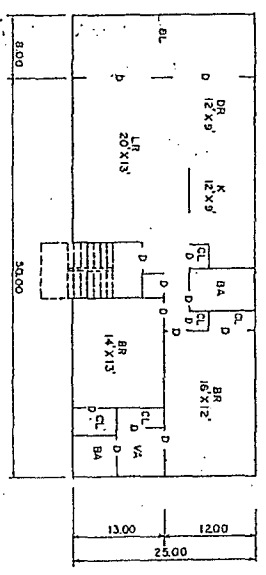
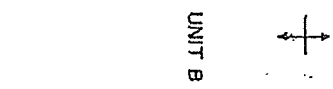
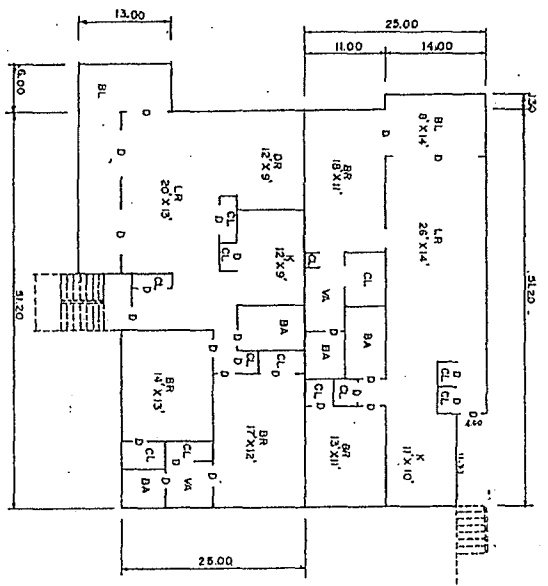


**MAC ARTHUR BEACH AND
 RACQUET CLUB, A CONDOMINIUM**
 SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST,
 CITY OF VENICE, COUNTY OF SARASOTA,
 STATE OF FLORIDA.



MAC ARTHUR BEACH AND RACQUET CLUB,
A CONDOMINIUM

SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST,
CITY OF VENICE, COUNTY OF SARASOTA, STATE OF FLORIDA.



- D - DOOR
 - LR - LIVING ROOM
 - K - KITCHEN
 - BR - BED ROOM
 - BA - BATH ROOM
 - BL - BALCONY
 - CL - CLOSET
 - VA - VANITY
 - DR - DINING ROOM
- SCALE: 1" = 10' 0" 5' 10 FEET
- NOTE: ROOM DIMENSIONS SHOWN ARE APPROXIMATE.

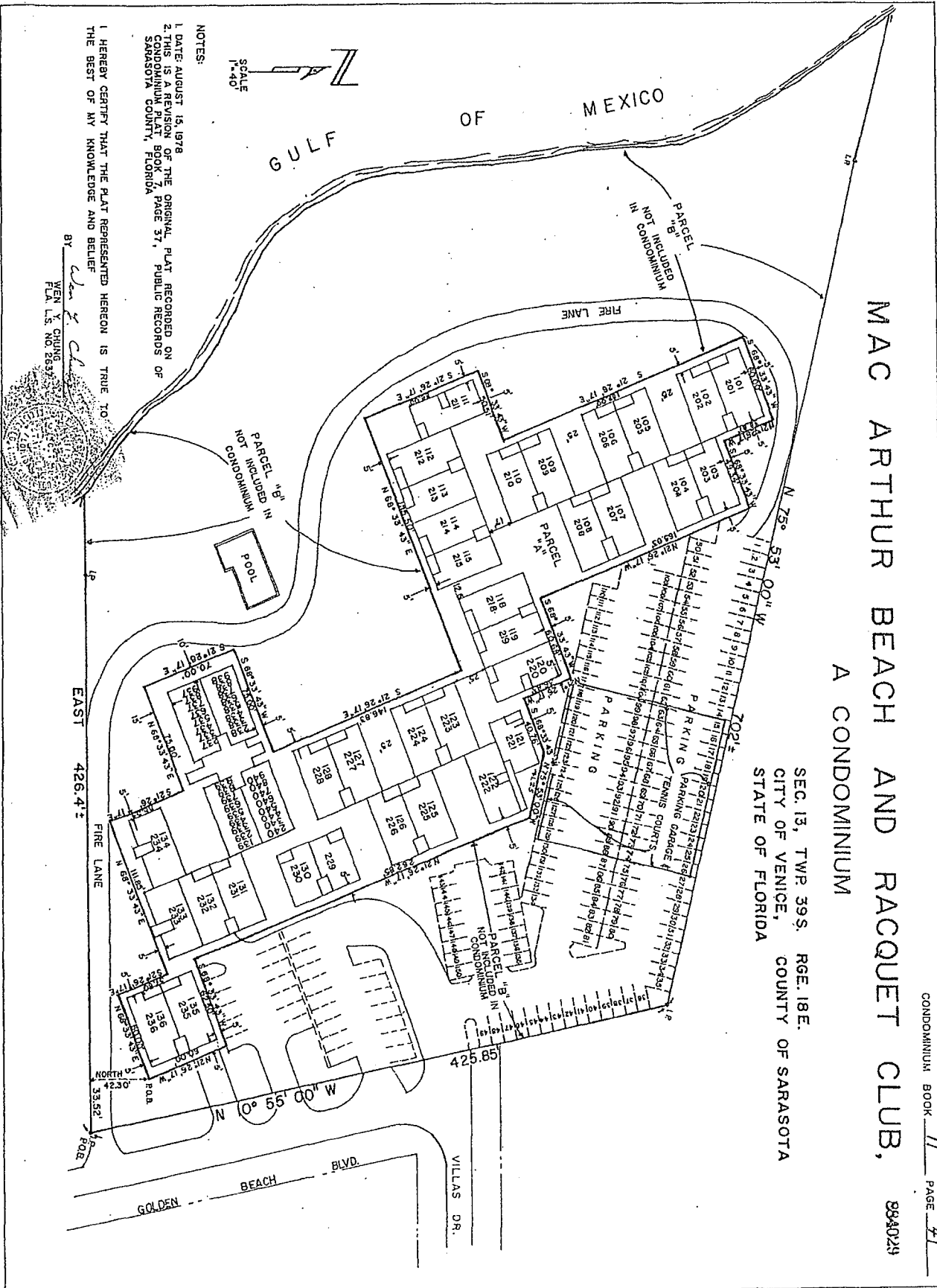
ELEVATIONS OF UNIT BOUNDARIES

BUILDING	FLOOR	LOWER BOUND. ELEV.	UPPER BOUND. ELEV.
1	1	16.84	24.84
2	1	17.51	25.51
2	2	28.48	34.48
3	1	17.25	23.25
2	2	26.22	34.22
3	3	34.88	42.88
4	4	43.55	51.55
5	5	52.22	60.22
6	6	60.89	68.89
7	7	69.56	77.56
8	8	78.23	86.23
9	9	86.90	94.90

148501
M. H. HARRIS & SONS
Sarasota, Florida

MAC ARTHUR BEACH AND RACQUET CLUB, A CONDOMINIUM

SEC. 13, TWP. 39S. RGE. 18E.
CITY OF VENICE, COUNTY OF SARASOTA
STATE OF FLORIDA



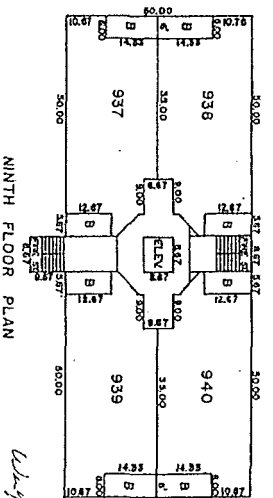
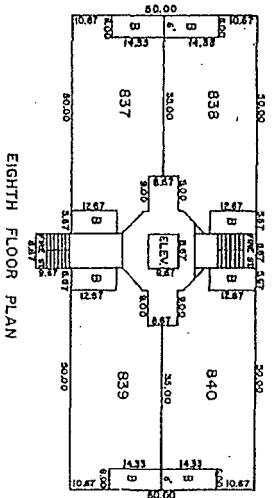
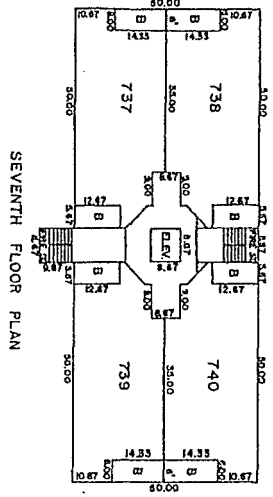
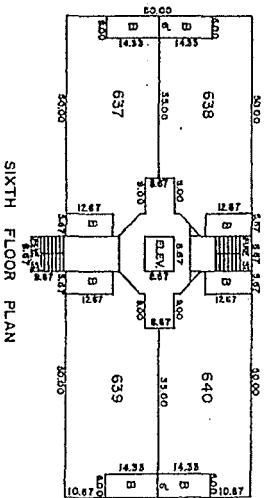
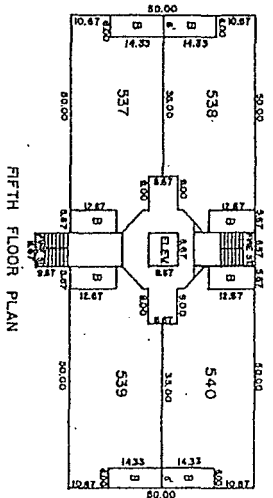
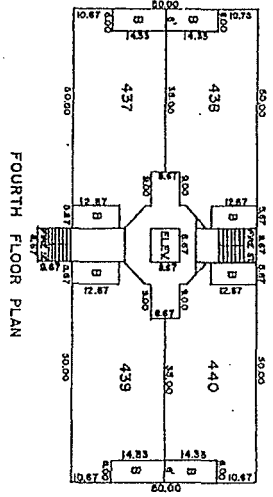
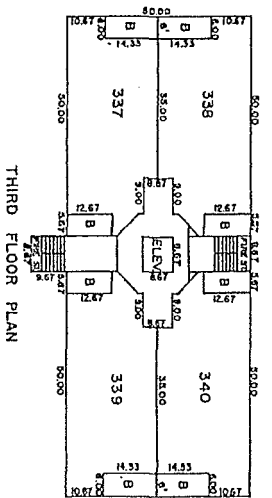
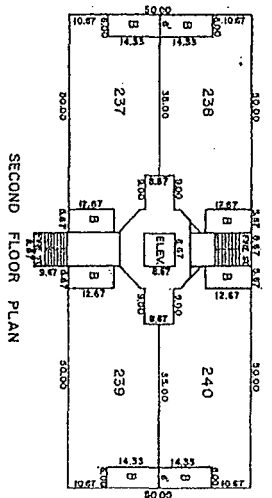
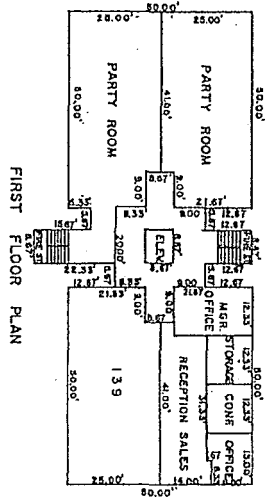
- NOTES:
1. DATE: AUGUST 13, 1978
 2. THIS IS A REVISION OF THE ORIGINAL PLAN RECORDED ON CONDOMINIUM UNIT BOOK NO. 57, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE PLAN REPRESENTED HEREON IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF

BY *Wen Y. Chung*
WEN Y. CHUNG
FLA. L.S. NO. 2637

MAC ARTHUR BEACH AND RAQUET CLUB,
 A CONDOMINIUM
 SEC. 13, TWP. 39 S., RGE. 18 E
 CITY OF VENICE, COUNTY OF SARASOTA, STATE OF FLORIDA

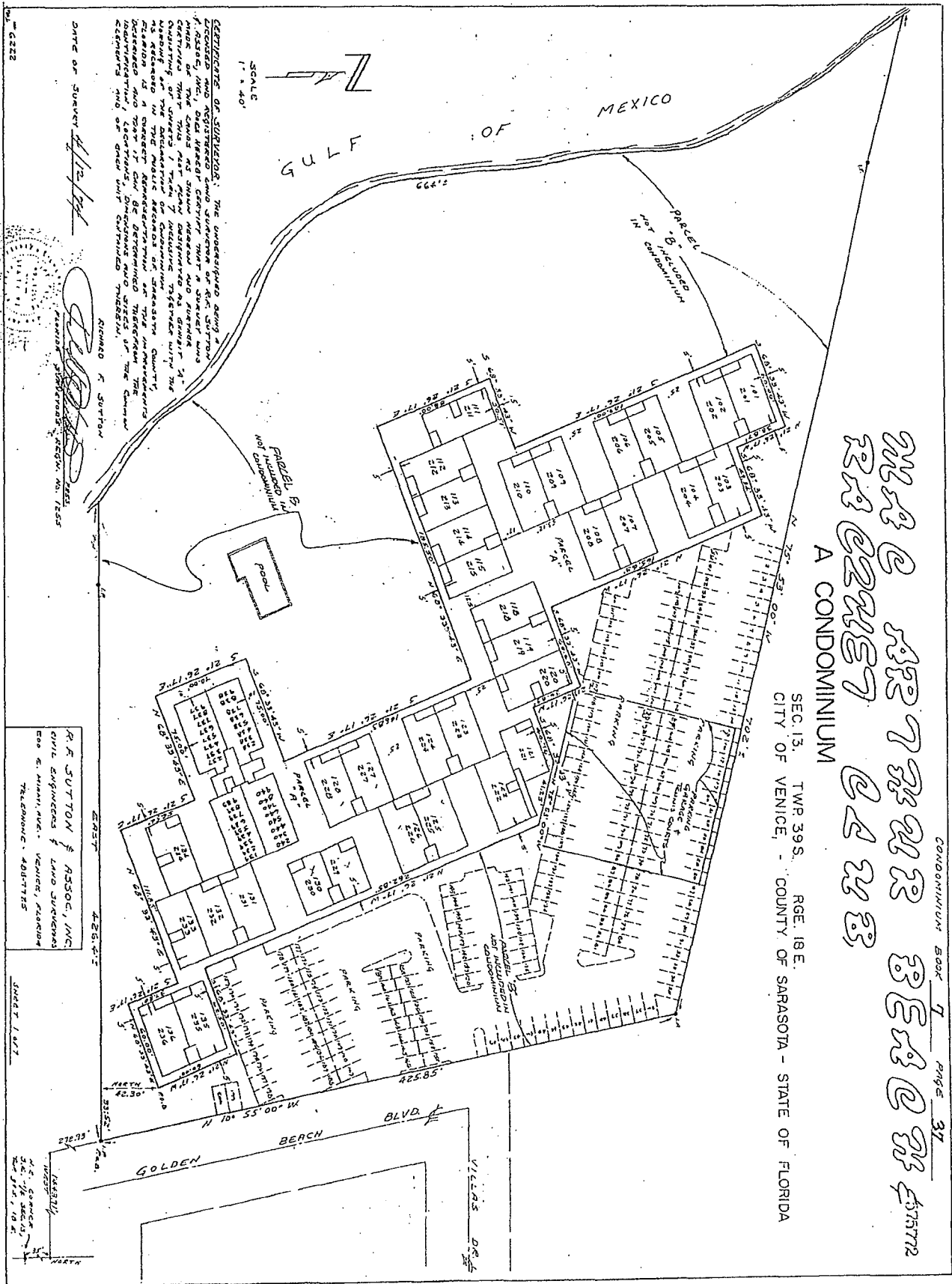
NOTES:
 1. SCALE: 1" = 20'
 2. DATE: AUGUST 15, 1978
 3. THIS IS A REVISION OF THE ORIGINAL PLAT RECORDED ON CONDOMINIUM PLAT BOOK 7, PAGE 37D, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA
 4. ABBREVIATIONS:
 ELEV.: ELEVATOR
 B: BALCONY



PREPARED BY
 WIEN Y. CHUNG, LS 2637

MARLIN BEACH EAST RACERS CLUB A CONDOMINIUM

SEC. 13, TWP. 39 S., RGE. 18 E.
CITY OF VENICE, - COUNTY OF SARASOTA - STATE OF FLORIDA



DESCRIPTION OF SUBDIVISION: The undersigned being a duly qualified and authorized surveyor of the State of Florida, did hereby certify that a survey was made of the land as shown herein and that the same is shown as subdivided and divided into units as herein shown and that the same are shown as subdivided and divided into units as herein shown and that the same are shown as subdivided and divided into units as herein shown and that the same are shown as subdivided and divided into units as herein shown.

DATE OF SURVEY: 11/2/94

RICHARD F. SUTTON

REGISTERED PROFESSIONAL SURVEYOR, REG. NO. 7555

R. F. SUTTON & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
300 E. MIAMI AVENUE, VENICE, FLORIDA
TELEPHONE: 488-7785

SHEET 1 OF 2

*Map of Parcel 7 of Block B of the
RRA @ 22157 @ 22158 A CONDOMINIUM*

SECTION 13 TOWNSHIP 39 S RANGE 18 E
CITY OF VENICE COUNTY OF SARASOTA STATE OF FLORIDA

PARCEL "A" CONTAINS ALL REAL PROPERTY INCLUDED IN THE CONDOMINIUM IN PEE SAMPLE.

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, SAID POINT BEING IN THE CENTERLINE OF HARBOR DRIVE; THENCE NORTH ALONG SAID CENTERLINE, 35.00 FEET; THENCE WEST, 144.91 FEET TO THE WESTERLY R/W LINE OF GOLDEN BEACH BOULEVARD; THENCE N 10° 55' 00" W, ALONG SAID R/W LINE, 272.93 FEET; THENCE WEST, 33.52 FEET; THENCE NORTH, 42.30 FEET, FOR A POINT OF BEGINNING; THENCE N 21° 26' 17" W, 60.00 FEET; THENCE S 68° 33' 43" W, 262.85 FEET; THENCE N 75° 53' 00" W, 41.23 FEET; THENCE S 68° 33' 43" W, 40.76 FEET; THENCE N 21° 26' 17" W, 36.03 FEET; THENCE S 68° 33' 43" W, 60.68 FEET; THENCE N 21° 26' 17" W, 165.63 FEET; THENCE S 68° 33' 43" W, 49.31 FEET; THENCE N 21° 26' 17" W, 38.87 FEET; THENCE S 68° 33' 43" W, 60.00 FEET; THENCE S 68° 33' 43" W, 50.51 FEET; THENCE S 21° 26' 17" E, 88.00 FEET; THENCE N 68° 33' 43" E, 185.50 FEET; THENCE S 21° 26' 17" E, 146.63 FEET; THENCE S 68° 33' 43" W, 75.00 FEET; THENCE N 68° 33' 43" E, 75.00 FEET; THENCE S 21° 26' 17" E, 56.54 FEET; THENCE N 68° 33' 43" E, 111.85 FEET; THENCE S 21° 26' 17" E, 37.80 FEET; THENCE N 68° 33' 43" E, 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B" IS NOT BEING SUBMITTED TO CONDOMINIUM OWNERSHIP OR INCLUDED IN CONDOMINIUM.

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, SAID POINT BEING IN THE CENTERLINE OF HARBOR DRIVE; THENCE NORTH ALONG SAID CENTERLINE, 35.00 FEET; THENCE WEST, 144.91 FEET TO THE WESTERLY R/W LINE OF GOLDEN BEACH BOULEVARD; THENCE N 10° 55' 00" W, ALONG SAID R/W LINE, 272.93 FEET FOR A POINT OF BEGINNING; THENCE CONTINGUES N 10° 55' 00" W, 423.87 FEET; THENCE N 75° 53' 00" W, 702 FEET MORE OR LESS TO THE NEAR HIGH WATER LINE OF THE GULF OF MEXICO; THENCE SOUTHWESTWARD ALONG SAID NEAR HIGH WATER LINE, 664 FEET MORE OR LESS TO A POINT THAT LIES WEST FROM THE P.O.B.; THENCE EAST 426.4 FEET MORE OR LESS TO THE POINT OF BEGINNING; ALL LIVING AND DEAD IN A PART OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA. LESS THE FOLLOWING DESCRIBED PARCEL: BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, SAID POINT BEING IN THE CENTERLINE OF HARBOR DRIVE; THENCE NORTH ALONG SAID CENTERLINE, 35.00 FEET; THENCE WEST, 144.91 FEET TO THE WESTERLY R/W LINE OF GOLDEN BEACH BOULEVARD; THENCE N 10° 55' 00" W, ALONG SAID R/W LINE, 272.93 FEET; THENCE WEST, 33.52 FEET; THENCE NORTH, 42.30 FEET, FOR A POINT OF BEGINNING; THENCE N 21° 26' 17" W, 60.00 FEET; THENCE S 68° 33' 43" W, 60.68 FEET; THENCE N 21° 26' 17" W, 165.63 FEET; THENCE S 68° 33' 43" W, 49.31 FEET; THENCE N 21° 26' 17" W, 38.87 FEET; THENCE S 68° 33' 43" W, 60.00 FEET; THENCE S 68° 33' 43" W, 50.51 FEET; THENCE S 21° 26' 17" E, 88.00 FEET; THENCE N 68° 33' 43" E, 185.50 FEET; THENCE S 21° 26' 17" E, 146.63 FEET; THENCE S 68° 33' 43" W, 75.00 FEET; THENCE N 68° 33' 43" E, 75.00 FEET; THENCE S 21° 26' 17" E, 56.54 FEET; THENCE N 68° 33' 43" E, 111.85 FEET; THENCE S 21° 26' 17" E, 37.80 FEET; THENCE N 68° 33' 43" E, 60.00 FEET TO THE POINT OF BEGINNING.

NOTE: UNITS 101 THROUGH 115 EXCLUSIVE, UNITS 201 THROUGH 215 EXCLUSIVE, UNITS 118 THROUGH 128 EXCLUSIVE, UNIT 130 AND UNITS 218 THROUGH 230 EXCLUSIVE ARE BUILT OR UNDER CONSTRUCTION AND ARE LOCATED AS SHOWN. ALL OTHER UNITS SHOWN ON THIS PLAN ARE PROPOSED AND UPON COMPLETION A CERTIFICATE SHALL BE PLACED OF RECORD AS TO THE LOCATION, DIMENSIONS, AND ELEVATIONS OF THESE PROPOSED UNITS.

Sheet 2 of 7

PREPARED BY
R. F. SUTTON & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

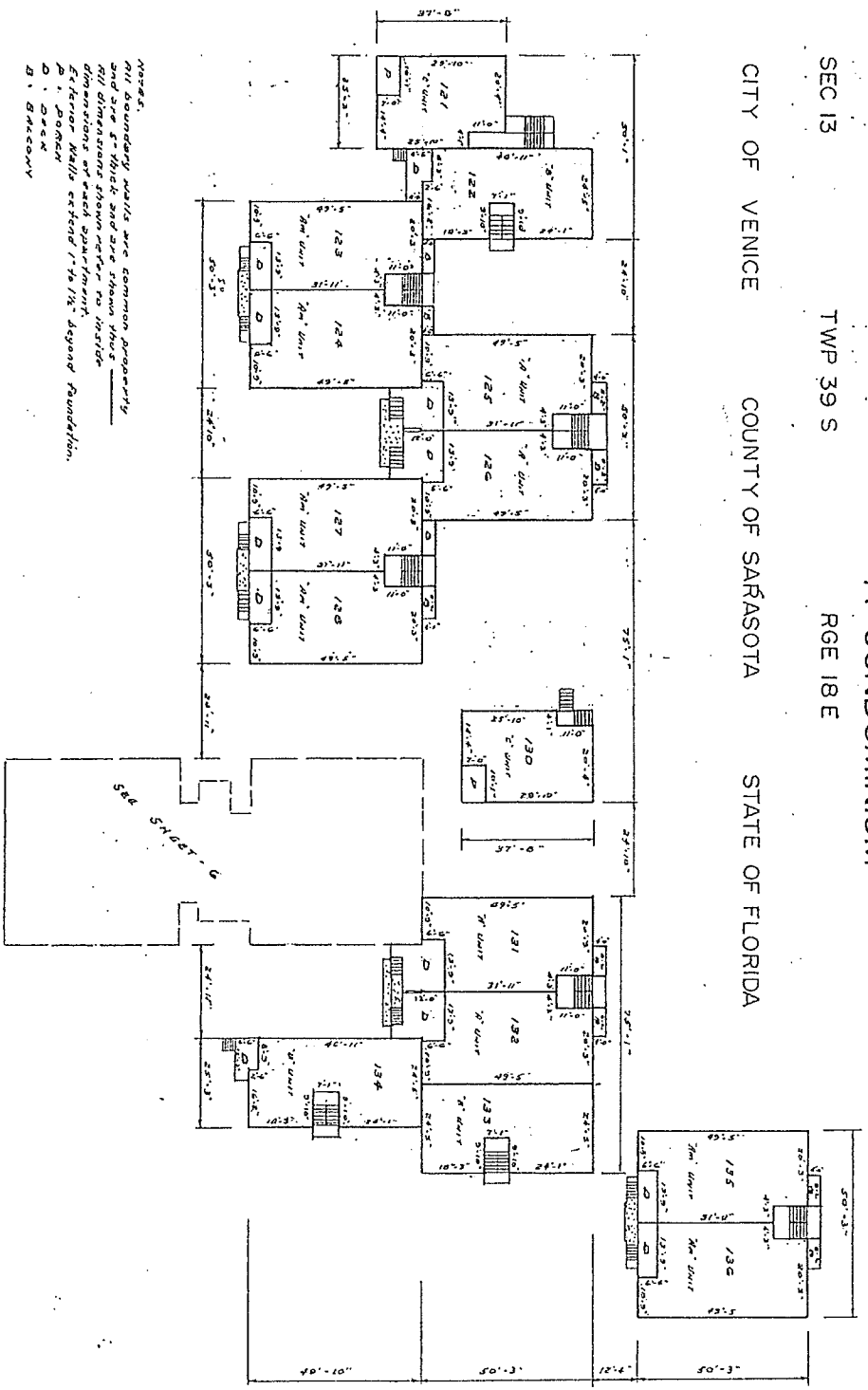
MANOR FOR TOWER BLVD & RAEMER AVE

A CONDOMINIUM

SEC 13 TWP 39 S RGE 18 E

CITY OF VENICE COUNTY OF SARASOTA STATE OF FLORIDA

CONDOMINIUM BOOK 7 PAGE 318



NOTE:
 All boundary walls are common property and are to be shared and are shown thus. All other walls are shown as owner's walls. All exterior walls extend 1/8" beyond foundation. D = DOOR B = BATTERY

FIRST FLOOR PLAN
 50'x45' 11" x 30'

SHEET 3 OF 2

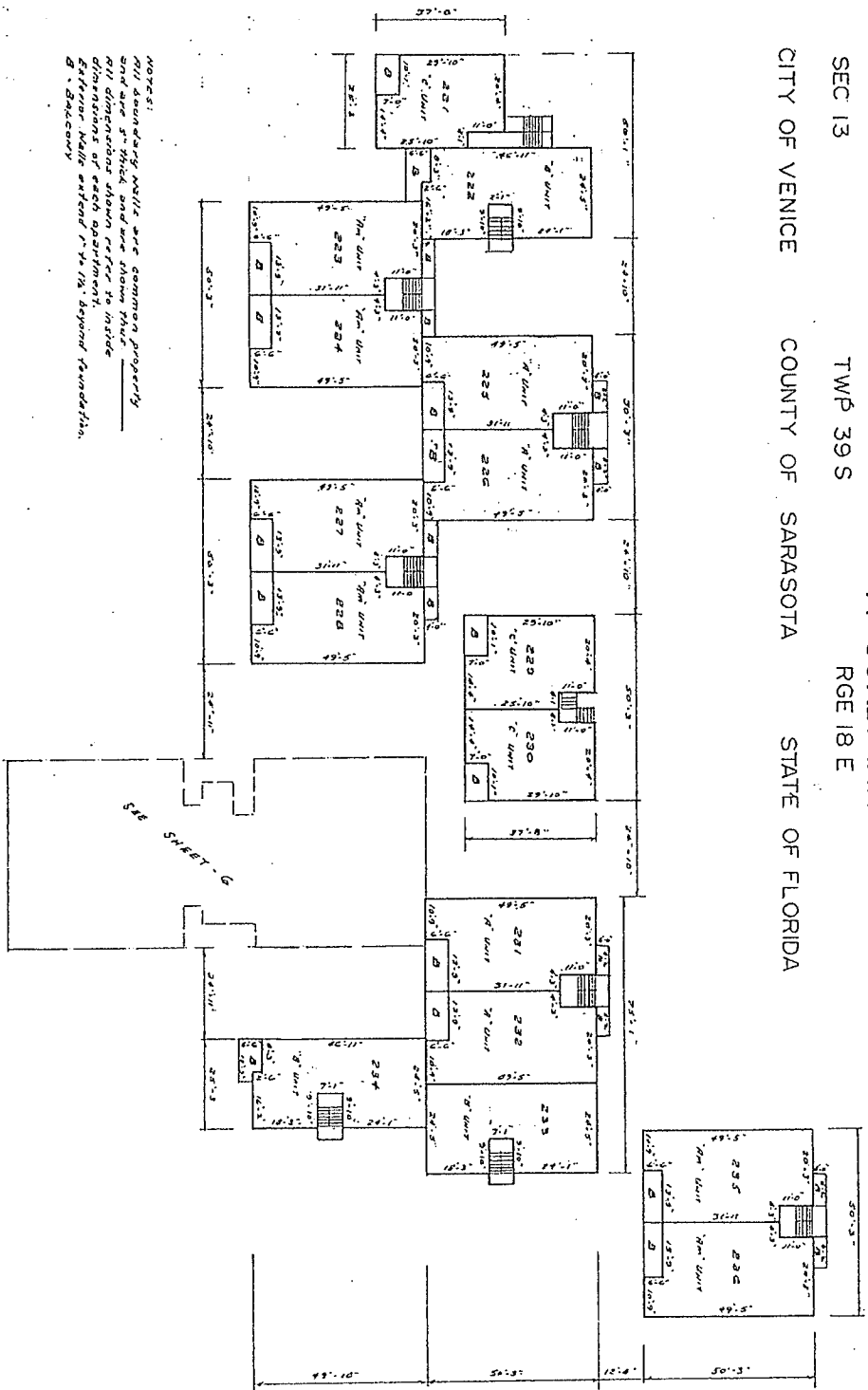
DESIGNED BY
 R.E. SUTTON & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

THE PALM COURT CONDOMINIUM

SEC 13 TWP 39 S
 CITY OF VENICE COUNTY OF SARASOTA STATE OF FLORIDA
 RGE 18 E

A CONDOMINIUM

CONDOMINIUM BOOK 7 - PAGE 322



NOTE:
 All boundary walls are common property
 and are 5" thick and are shown thus _____
 All dimensions shown refer to inside
 dimensions of each apartment.
 Exterior walls extend 1/4" beyond foundation
 & balcony.

SECOND FLOOR PLAN
 SHEET N-120

SHEET 1 OF 2

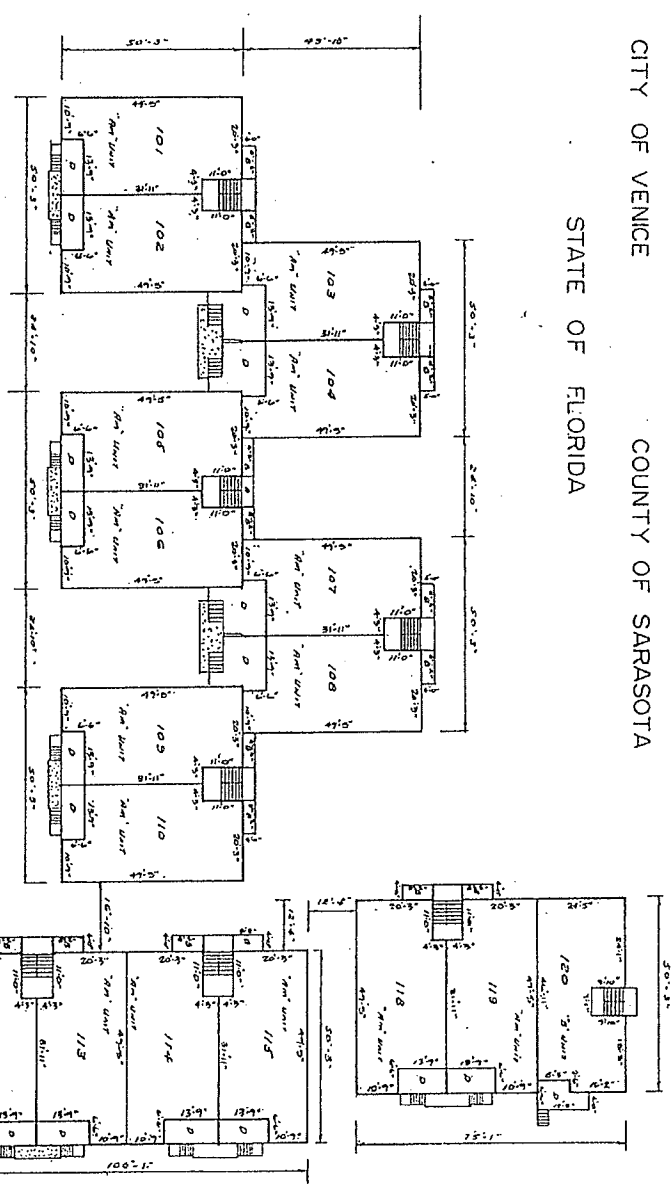
PREPARED BY
 R. A. SUTTON & ASSOC., INC.
 ONE THIRTIETH STREET
 VENICE, FLORIDA

MIA @ RIVER @ BAY @ RIVER @ BAY @ A CONDOMINIUM

SEC 13 TWP 39 S RGE 18 E

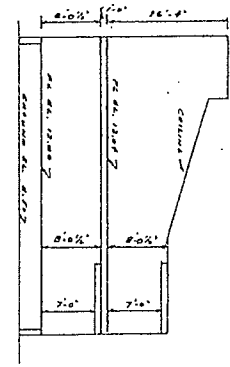
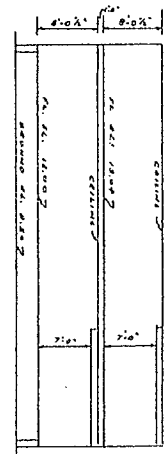
CITY OF VENICE COUNTY OF SARASOTA
STATE OF FLORIDA

CONDOMINIUM BOOK 7 PAGE 37D



NOTES:
 All boundary walls are common property and are 3" thick and are shown thus. All dimensions shown refer to inside exterior walls unless noted to the contrary.

FIRST FLOOR PLAN
SCALE 1" = 20'



All elevations refer to M.S.L. + 0.00

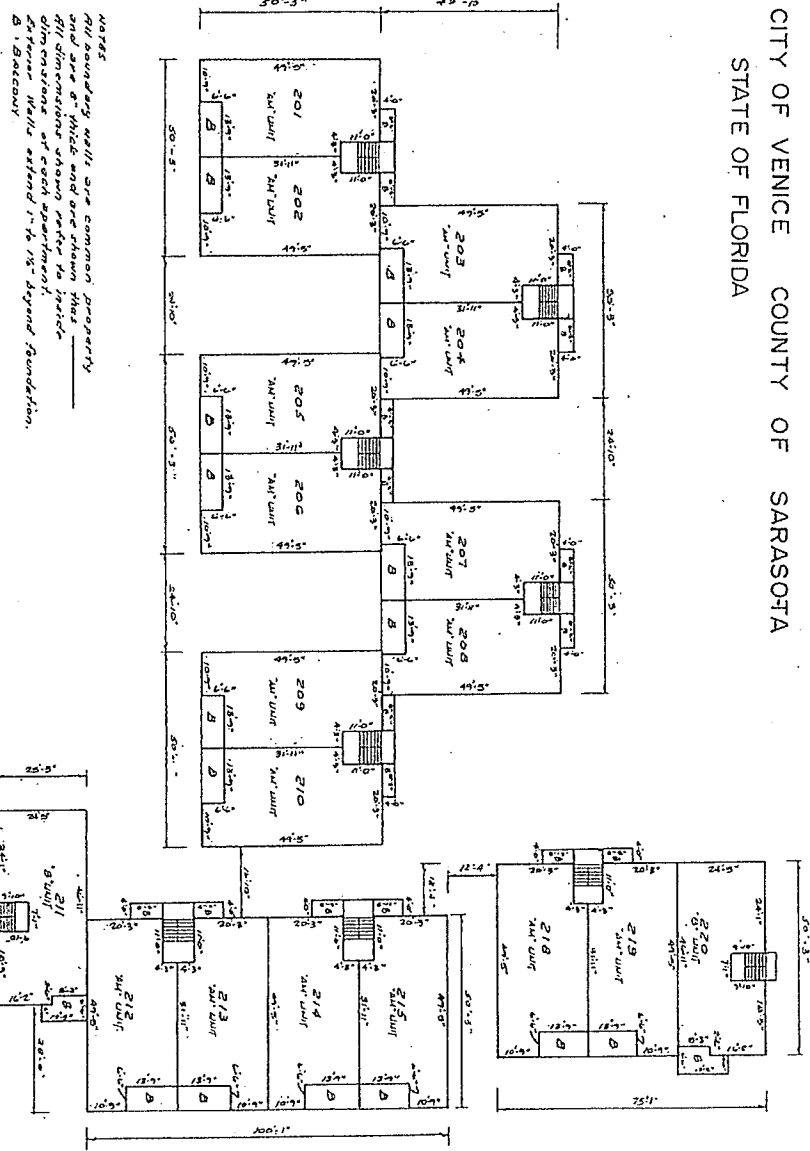
DRAWING BY
 R. F. SUTTON & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

SHEET 5 OF 11

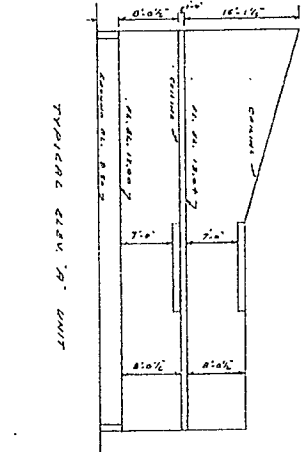
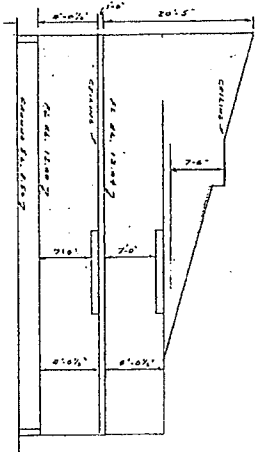
RASCAR 7000 CONDOMINIUM

CONDOMINIUM BOOK - 7 PAGE 31E

SEC 13 TWP 39 S RGE 18E
 CITY OF VENICE COUNTY OF SARASOTA
 STATE OF FLORIDA



SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



TYPICAL REAR "A" UNIT
 ALL DIMENSIONS REFER TO M.S.L. +0.00

NOTES
 All boundary walls are common property and are to be thick and are shown that all dimensions shown refer to inside dimensions of each apartment. Exterior walls extend 1/2" to 1/2" beyond foundation. B. B. B. B. B.

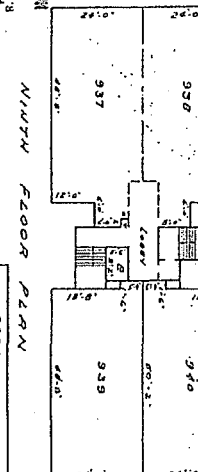
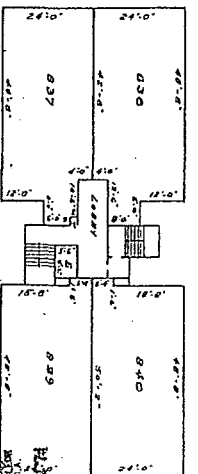
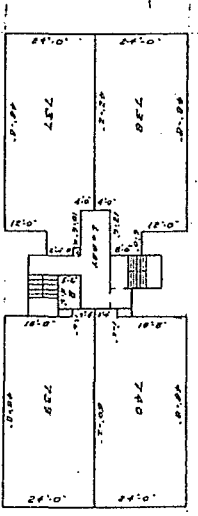
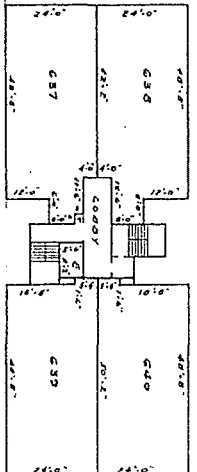
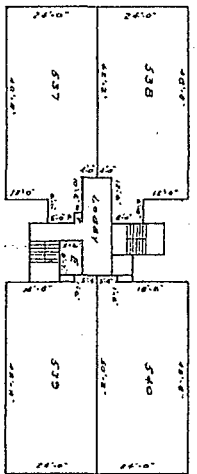
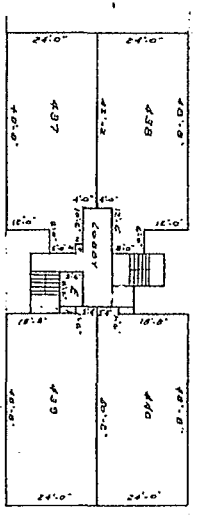
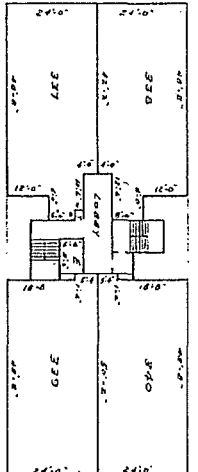
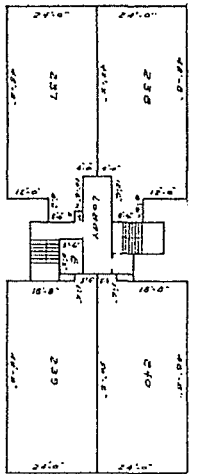
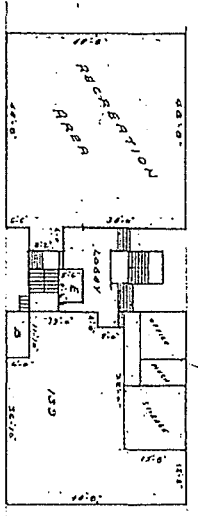
DRAWN BY
R. F. SUTTON & ASSOC. INC.
 CIVIL ENGINEERS AND ARCHITECTS
 VENICE, FLORIDA

THE 6327 23R 33R 03E 03E RA 022E7 0E 24B A CONDOMINIUM

SEC 13 TWP 39 S RGE 18 E
CITY OF VENICE COUNTY OF SARASOTA STATE OF FLORIDA

COMMUNION BOOK 1 PAGE 30E

NOTE:
All boundary walls are common property and are to be maintained and repaired by the unit owners of each apartment.
T. Wash Chief
E. Elevator



SEVENTH FLOOR PLAN

EIGHTH FLOOR PLAN

211515

SCALE 1" = 20'

DESIGNED BY
R.A. SURON & ASSOC. INC.
CIVIL ENGINEERS 1400 SUNSHINE
LANES, FLORIDA

FILED AND RECORDED
R.A. SURON & ASSOC. INC.
1400 SUNSHINE LANES
TALLAHASSEE, FLORIDA

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
MAC ARTHUR BEACH & RACQUET CLUB, INC.**

**ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE**

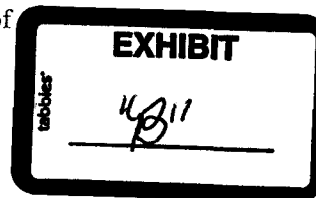
The name of the corporation shall be MAC ARTHUR BEACH & RACQUET CLUB, INC. (herein "the Association"). The principal office of the Association shall be located at 700 Golden Beach Blvd., RM-140, Venice, Florida 34285. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

**ARTICLE 2.
PURPOSE**

The general purpose of the Association shall be as follows: to be the "Association" as defined in Chapter 718, Florida Statutes (herein the "Condominium Act") for the operation of a condominium in Sarasota County, Florida known as MAC ARTHUR BEACH & RACQUET CLUB, a Condominium (herein "the Condominium"), located on Golden Beach Boulevard in Venice, Florida. The Association shall also operate and administer said Condominium and carry out the functions and duties of said Condominium, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto. The Association shall not be operated for profit.

**ARTICLE 3.
DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.



ARTICLE 4. POWERS

4.1 GENERAL POWERS. The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration of Condominium, these Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law.

4.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be 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 power and duties.

C. To maintain, repair, replace and operate the Condominium property.

D. To purchase insurance on 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 regarding 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 seventy-five percent (75%) of the entire voting interests of the Association before the same shall become effective.

F. To approve or disapprove the transfer, mortgage and ownership of Units in the Condominium.

G. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws and any regulations for use of the property in the Condominium.

H. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium to have the approval of Directors or the membership of the Association.

I. To contract for the management and 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 and enter into contracts and agreements on behalf of the Association.

L. To acquire by purchase or otherwise Units of the Condominium, subject nevertheless to the provisions of the Declaration and/or Bylaws relative thereto.

M. To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

4.3 ASSETS HELD IN TRUST. All funds and the titles of all 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, the Articles of Incorporation and the Bylaws.

ARTICLE 5. MEMBERS AND VOTING RIGHTS

5.1 MEMBERSHIP AND VOTING RIGHTS. The members of the Association shall consist of all of the record owners of Units in the Condominium. Such membership shall automatically terminate when such person is no longer an owner of a Unit in the Condominium. Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, regardless of the number of Unit Owners. The manner of exercising voting rights shall be determined by the Bylaws.

5.2 CHANGE OF MEMBERSHIP. After receiving the written approval of the Board as 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, a Deed or other instrument establishing title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a certified copy of a deed or other instrument to be provided to it. The Unit Owner designated by such instrument thus automatically and immediately becomes a member of the Association and the membership of the prior Unit Owner is terminated simultaneously.

ARTICLE 6. INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its members, except as reimbursement for services rendered to the Association. The Association shall not issue shares of stock to its members. 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.

**ARTICLE 7.
TERM**

The term for which this Corporation shall exist shall be perpetual, unless dissolved according to law.

**ARTICLE 8.
BOARD OF DIRECTORS**

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board.

**ARTICLE 9.
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE 10.
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

10.1 NOTICE. The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is to be considered.

10.2 PROPOSAL AND ADOPTION. An amendment may be proposed either by the Board or by not less than twenty percent (20%) of the members of the Association. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the voting interests of the Association and by not less than a majority of the Board.

10.3 LIMITATION ON AMENDMENTS. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

10.4 CERTIFICATION. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Sarasota County, Florida.

ARTICLE 11. INDEMNIFICATION

11.1 INDEMNIFICATION. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors and committee members as permitted by Florida law and, to the extent possible, to avoid the necessity of the Director, officer or committee member paying related expenses, fees or other amounts prior to the disposition of the action, suit or proceedings.

11.2 EXPENSES. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

11.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

11.4 MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 INSURANCE. The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

**ARTICLE 12.
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 700 Golden Beach Blvd., RM-140, Venice, Florida 34285, and the registered agent of the Association at that office shall be Antares Group, Inc. The Board may change the registered office and registered agent from time to time as permitted by law.

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
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Sarasota, Florida 34237
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AMENDED AND RESTATED

**BYLAWS
OF
MAC ARTHUR BEACH & RACQUET CLUB, INC.**

**ARTICLE 1.
NAME**

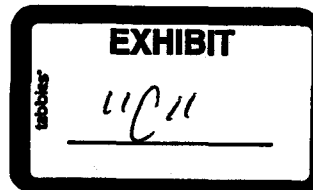
These are the Bylaws of MAC ARTHUR BEACH & RACQUET CLUB, INC. (herein the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of operating and managing the affairs and property of MAC ARTHUR BEACH & RACQUET CLUB, a Condominium (herein "the Condominium") located in Sarasota County, Florida.

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be located at 700 Golden Beach Boulevard, RM-140, Venice, Florida 34285. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit" and the year of incorporation (1972). Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association. In no event shall a seal be required to validate corporate actions unless specifically required by law.

**ARTICLE 2.
DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.



**ARTICLE 3.
MEMBERSHIP AND VOTING PROVISIONS**

3.1 MEMBERSHIP. Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer a Unit Owner in the Condominium.

3.2 CHANGE OF MEMBERSHIP. Change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Unit Owner designated by such instrument thus becomes a member of the Association.

3.3 VOTING RIGHTS. In any meeting of the Association's membership, there shall be only one (1) vote, which shall be cast per Unit as provided herein below:

A. If a Unit is owned by one person, the right to vote shall be established by the record title to the Unit.

B. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association.

C. 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 of the corporation and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association at or prior to the meeting.

D. If a Unit is owned by a partnership or limited liability company, the person entitled to cast a vote for the Unit shall be designated by a certificate signed by the general/managing member of the partnership or a managing member of the limited liability company, and filed with the Secretary of the Association prior to the meeting for which the vote is to be cast.

E. If a Unit is owned in trust, its voting representative shall be the trustee, or if the grantor has a right of revocation upon a decedent's death and occupies the Unit, then the grantor, or if any beneficiary occupies the Unit then that beneficiary (and if there are more than one such persons then they shall have voting rights the same as joint owners of a Unit as provided herein) shall be the voting representative. The voting representative shall be designated by a certificate returned to the Association at or prior to the 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. A certificate designating the person entitled to cast

the vote of a Unit may be revoked by any Unit Owner. If such a certificate is not on file, the vote of such Unit Owner shall not be considered in determining whether a quorum is present or for any other purpose.

Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, the following is applicable thereto: They may, but shall not be required to, designate a voting member by certificate. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

3.4 TERMINATION OF MEMBERSHIP. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his/her membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

ARTICLE 4. MEMBERS' MEETINGS

4.1 ANNUAL MEETING. The annual meeting of the members shall be held on the first Tuesday in February of each year at eight o'clock (8:00 p.m.), at the office of the corporation or whatever location the Board may so determine. The Board may elect to hold the annual meeting of the membership at a different date and time, as determined from time to time. The purpose of the annual membership meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

4.2 SPECIAL MEETINGS. Special meetings of the members shall be held whenever called by the President, Vice President or by a majority of the entire Board, and must be called by the President or Vice President upon receipt of a request in writing by members entitled to cast not less than one-third (1/3) of the voting interests of the entire membership, which request shall state a valid purpose or purposes of the proposed meeting. The business conducted at a special membership meeting shall be limited to the matters identified on the meeting's published agenda.

4.3 NOTICE OF MEETING. Notice of a meeting of members shall state the date, time, place and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be conspicuously posted at the designated location on the Condominium property not less than fourteen (14) continuous days before the membership meeting. The notice of any members' meeting shall be sent by mail, hand-delivery or facsimile to each Unit Owner unless the Unit Owner waives in writing the right to receive notice of the meeting. The notice

may be sent to a Unit Owner by email if the Unit Owner consents to such transmission. The delivery or mailing shall be to the address of the member as it appears on the Association's official roster of members. Each member bears the responsibility of promptly notifying the Association of any change of address. The posting and providing of the notice shall occur not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit of the person providing the notice where required by law.

4.4 WAIVER OF NOTICE. Notice of specific meetings may be waived before or after the meeting. The attendance of any member at an Association meeting shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.5 ELECTRONIC TRANSMISSION. Notice of meetings of the Board, members' meetings (except Unit Owner meetings to recall Directors), and committee meetings may be given by electronic transmission to those Unit Owners who consent to receive notice by electronic transmission. Also, in lieu of or in addition to the physical posting of notice of any meeting on the Condominium property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 QUORUM AND VOTING. A quorum at members' meetings shall consist of not less than twenty percent (20%) of the total voting interests of the entire membership. The acts approved by a majority of the voting interests present (in person or by proxy) at a members' meeting at which a quorum is attained shall be binding upon all members for all purposes, except where otherwise provided by law, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

4.7 PROXIES. Votes may be cast at a membership meeting in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid 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 person executing it. A proxy must be filed in writing, signed by the person or persons authorized to cast the vote for the Unit and filed with the Secretary prior to the appointed time of the meeting, or before the time to which the meeting is adjourned. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. Any copy,

facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other reproduction is a complete reproduction of the entire proxy.

4.8 LIMITED PROXIES. Except as specifically otherwise provided in this Article 4.8, Unit Owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration of Condominium, the Articles of Incorporation, or Bylaws; and for any other matter for which the Florida Condominium Act requires or permits a vote of the Unit Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive matters or changes to items for which a limited proxy is required and given. An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Unit Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Unit Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy. No proxies, limited or general, can be used to elect the Board.

4.9 ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- A. Call to order by President;
- B. Calling of the roll, certifying of proxies, and determination of a quorum;
- C. Proof of notice of the meeting or waiver of notice;
- D. Appointment of inspectors of election;
- E. Call for final balloting on election of Directors and close of balloting;
- F. Election of Directors;
- G. Reading and disposal of any unapproved minutes;
- H. Reports of officers;
- I. Reports of committees;
- J. Unfinished business;
- K. New business;
- L. Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson of the meeting.

4.10 ADJOURNED MEETINGS. The members who are present, either in person or by proxy, may adjourn any membership meeting from time to time as they deem appropriate. Any business that might have been transacted at the meeting as originally called may be transacted at an adjourned meeting without further notice to the Unit Owners if the date, time and place of the meeting is announced prior to the adjournment of the meeting. A meeting may be adjourned by a

majority of the votes present (in person or by proxy) at a members' meeting at which a quorum is attained. If business will be transacted at the adjourned meeting that was not in the original agenda, the Association must re-notice the meeting as required by Section 4.3 hereof.

4.11 MINUTES OF MEMBERSHIP MEETINGS. The minutes of all meetings of Unit Owners shall be kept available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Florida Condominium Act.

4.12 PRESIDING OFFICER. The chairperson at all Unit Owners' meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the members present may designate any other person to preside as chairperson of the meeting.

4.13 ONLINE VOTING. The Association may conduct elections and other Unit Owner votes through an Internet-based online voting system if a Unit Owner consents, in writing, to online voting and if the requirements specified in the Condominium Act regarding online voting are met.

ARTICLE 5. BOARD OF DIRECTORS

5.1 NUMBER AND TENURE. The affairs of the Association shall be governed by the Board. The Board shall consist of up to seven (7) Directors, as provided herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified or until he is removed as elsewhere provided. In the event of resignation, removal for cause or inability to act by reason of disability, interim replacement Directors may be appointed by the Board to serve out the remainder of the term as specified in Article 5.4 below. Any Director may be removed as provided by law.

5.2 DIRECTOR QUALIFICATIONS. Every Director must be a member, the spouse of a member or a designated voting representative of a Unit, provided, however, that no Unit may be represented by more than one (1) person on the Board at any given time. Every Director shall be at least eighteen (18) years of age and must fulfill all other requirements of eligibility provided in the Declaration of Condominium and Bylaws.

5.3 ELECTION OF DIRECTORS. The election of Directors shall be held at the annual membership meeting, in the manner provided by law and as follows:

A. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days

before the scheduled election. If furnished to the Association by a Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with the mailing of the second notice of election a one-sided candidate information sheet, not larger than eight and a half inches (8½”) by eleven inches (11”). The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the membership meeting to all Unit Owners entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely provided written notice to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

B. Additional written ballots will be available for use by those Unit Owners attending the meeting in person. A Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance, but no Unit Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

C. If more persons are timely nominated than there are vacancies to be filled, the election shall be by secret ballot cast in the manner required by the Condominium Act. The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. In the event of a tie vote, there shall be a runoff election as required by law. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual members’ meeting.

D. There shall be no quorum requirement for an election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election.

5.4 VACANCIES ON THE BOARD. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

A. If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, even though less than a quorum, may at its discretion and when convenient appoint a successor, who shall hold office for the remaining unexpired term.

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

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

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

5.6 ORGANIZATIONAL MEETING. The organizational meeting of a newly-elected Board shall be held within ten (10) days of the membership meeting at which the Director election occurred, at such date, place, and time as shall be fixed by the Board. Notice of the organizational meeting shall be posted at the designated location on the Condominium property at least forty-eight (48) continuous hours in advance of the meeting. The outgoing President will preside as Chairperson for the meeting until the election of the new President who shall thereupon assume the duties as chairperson for the remainder of the meeting.

5.7 REGULAR MEETINGS; NOTICE. This provision and all notice requirements contained herein shall apply to any Board gathering where at least a majority of the Board meets to discuss or consider Association business, regardless of the name or designation of the meeting, including but not limited to “workshops,” “work sessions,” or any other similarly named meetings. Regular meetings of the Board shall be held at such dates, times and places as shall be determined by the President or a majority of the Board. Except for meetings with the Association’s attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings at which a quorum of Directors are in attendance shall be open to all Unit Owners who may participate in accordance with the written policy established by the Board. Notice of all meetings at which a quorum of Directors are in attendance shall be posted at the designated location or locations on the Condominium property (as designated by a duly-adopted Association Resolution) at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for an emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any Board meeting at which a special assessment, or at which an amendment to rules regarding Unit use will be considered, shall be mailed, hand-delivered or electronically transmitted to the Unit Owners not less than fourteen (14) continuous days prior to

the meeting and posted at the designated location on the Condominium property. Evidence of compliance with this fourteen (14) day notice shall be by affidavit of the person providing the notice, and filed among the official records of the Association.

5.8 SPECIAL MEETINGS. Special meetings of the Board may be called by the President or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. The request shall specifically incorporate an identification of agenda items. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. All notices of special meetings shall state the purpose of the meeting.

5.9 NOTICE TO BOARD MEMBERS/WAIVER OF NOTICE. Notice of Board meetings shall be given to all Directors personally or by mail, telephone, telegraph, or by facsimile, which notice shall state the date, time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Additionally, a Director may consent in writing to receive notification by electronic transmission (email). Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.10 QUORUM. Except as otherwise provided in this Article, a quorum at meetings of the Board shall consist of a majority of the entire Board. 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, except when approval by a greater number of Directors is specifically required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or by law. Directors may not vote by proxy. Directors shall vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each Director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

5.11 ADJOURNED MEETINGS. The majority of those Directors present at a Board meeting may adjourn the meeting from time to time, provided notice of such newly scheduled meeting is given as required hereunder. At any newly-scheduled meeting, provided a quorum is then present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 JOINDER IN MEETING BY APPROVAL OF MINUTES. The subsequent joinder of an absent Director in the action of a Board meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting; provided, however, the joinder of a Director as aforesaid shall not be used for the purposes of creating a quorum.

5.13 PRESIDING OFFICER. The presiding officer at Board meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, a majority of the Directors present may designate any person to preside.

5.14 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Board meetings shall be:

- A. Roll call;
- 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.

Such order may be waived in whole or in part by direction of the presiding officer of the meeting.

5.15 MINUTES OF BOARD MEETINGS. The minutes of all meetings of the Board shall be kept in a book available for inspection by Unit Owners or their authorized representatives, at any reasonable time. The Association may post approved minutes on the Association's website. A vote or abstention for each Director present on every matter put to vote shall be recorded in the minutes. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act.

ARTICLE 6. POWERS AND DUTIES OF BOARD

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration of Condominium, the Articles of Incorporation or these Bylaws may not be delegated to the Board by the Unit Owners. These powers and duties of the Board shall include, but shall not be limited to, the following:

A. To exercise all of the powers and duties of the Association existing under the Condominium Act, the Florida Not for Profit Corporation Act, the Declaration of Condominium, the Articles of Incorporation and these Bylaws, and all powers incidental thereto, subject only to approval by Unit Owners when such is specifically required.

B. To adopt a budget and make and collect Assessments, enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration of Condominium to which these Bylaws are attached and, where applicable, recognizing obligations of the Association contained in the

provisions of the Declaration of Condominium. The Board shall also have the power to levy a fine against a Unit Owner for the purposes specified in the Declaration of Condominium.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration of Condominium.

D. To make and amend Rules and Regulations respecting the operation and use of the Common Elements and Condominium property and facilities, and the use and maintenance of the Units therein; provided, however, that all such Rules and Regulations and amendments thereto shall be approved by not less than seventy-five percent (75%) of the entire voting interests of the Association before the same shall become effective.

E. To contract for the management and maintenance of the Condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its Directors and officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments and execution of contracts on behalf of the Association.

F. To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration of Condominium.

G. To further improve the Condominium property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Condominium Act, subject to the provisions of the Declaration of Condominium and these Bylaws.

H. To enter into such agreements or arrangements, as deemed appropriate, with firms or companies on behalf of the Unit Owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit Owners and to increase the assessments due or otherwise charge each Unit Owner a share of the amount charged for said maintenance and service.

I. To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board.

J. Authority to Levy Fine. In addition to the remedies the Association may have, the Association may levy a fine for failure of a Unit Owner, tenant, occupant, guest, licensee or invitee to comply with the Declaration of Condominium or Association rules. The Association may handle fines in the following manner:

(1) Appointment of Fining Committee. The Board shall appoint a Fining Committee, which shall be composed of at least three (3) Unit Owners who are neither Board members nor persons residing in a Board member's household.

(2) Notice of Hearing. At least fourteen (14) days prior to levying a fine, the Association shall provide written notice to the Unit Owner and alleged violator (if not the same person) by hand delivery, certified mail, or service of process, which notice shall include the following:

(a) A short plain statement of the matters asserted by the Association to constitute the violation(s), including but not limited to the specific violation alleged, the date, time and location of each alleged violation for which a fine may be imposed;

(b) A statement that the Association will provide a hearing before the Fining Committee not less than fourteen (14) days after receipt of the notice. The date, time and place of the hearing will be stated in the notice;

(c) A statement that the Unit Owner and the alleged violator (if not the same person) will have an opportunity at such hearing to respond to the alleged violation(s), present evidence and provide written and verbal argument on all pertinent issues, as well as to review, challenge and respond to any material considered by the Fining Committee.

(3) Hearing. The Fining Committee shall consider all evidence and testimony presented at the hearing prior to the determination as to whether there was a violation and whether and in what amount to impose a fine. In the event a violation is proven to the satisfaction of the Fining Committee, the Fining Committee shall determine the amount of the fine, if any, which shall be imposed, consistent with Paragraph (4) below. The Fining Committee's determination shall be transmitted to the Board. After a fine is imposed, the Association shall provide a demand for payment to the Unit Owner and/or violator. Fines shall be paid in full within thirty (30) days of receipt of the Association demand for payment.

(4) Amount of Fine. The Fining Committee shall levy a reasonable fine not to exceed the amount of One Hundred Dollars (\$100.00) per violation, provided that a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day, up to a maximum of One Thousand Dollars (\$1,000.00).

(5) Failure to Pay. A Unit Owner shall be responsible for paying all fines properly levied against the Unit for a violation by any person who is on the Condominium property with the express or implied permission of the Unit Owner including, without limitation,

the Unit Owner's tenants, occupants, guests, family members, licensees, or invitees. In the event a Unit Owner refuses or otherwise fails to pay a fine, the Association may proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable attorneys' fees of the Association incurred incident to such collection action. Unless permitted by law, a fine shall not be a lien against a Unit. Failure or refusal to pay a fine shall be a violation of these Bylaws and the Declaration of Condominium.

(6) Inapplicability of this Article. Unless required by law, the requirements of this Article shall not apply to the imposition of suspensions, fines or fees upon any member because of the failure of the Unit Owner to pay assessments or other charges when due if such action is authorized by the governing documents.

K. To maintain, repair, replace, and operate the property under its control;

L. To enforce by legal means the provisions of the Condominium documents including the Declaration of Condominium, the Articles of Incorporation, these Bylaws, any Rules and Regulations, and the applicable provisions of the Act;

M. To pay taxes and assessments which are liens against any property of the Condominium other than the individual Units and the appurtenances thereto, and to assess the same against the Units subject to such liens;

N. To purchase and carry insurance as provided in the Declaration of Condominium;

O. Pay the cost of all power, water, sewer, and other utility services rendered to the Association and not billed to individual Unit Owners.

ARTICLE 7. EMERGENCY BOARD POWERS

In the event of any "emergency" as defined in Article 7.G. below, the Board may exercise the emergency powers described in said Article, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

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

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

C. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any

practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

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

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

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

G. For purposes of this Article only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane watch or warning;
- (3) a partial or complete evacuation order;
- (4) federal or state “disaster area” status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An “emergency” also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President or by a Director and the manager that an emergency exists shall have presumptive quality.

ARTICLE 8. OFFICERS

8.1 EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, and other vice and assistant officers as the Board shall, from time to time, determine. The President shall be a Director, as

shall the Vice President, but no other officer need be a Director. All officers shall be Unit Owners, co-owners, a Unit Owner's spouse or a person exercising the membership rights of a Unit Owner which is not a natural person. All officers shall be elected by the Board within thirty (30) days following the annual meeting at which Directors are elected and may be peremptorily removed by a majority vote of the Directors at any duly noticed Board meeting with or without cause. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary or an Assistant Secretary.

8.2 PRESIDENT. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of President of an association. The President shall preside at all Board and membership meetings, except as otherwise provided herein, and shall sign all documents and instruments on behalf of the Association. The President shall have supervisory authority over the affairs of the Association and the other officers, and the power to appoint committees.

8.3 VICE PRESIDENT. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Board or the President. In the event there shall be more than one (1) Vice President elected by the Board, then they shall be designated "First" (1st) and "Second" (2nd) and shall exercise the powers and perform the duties of the presidency in such order.

8.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Board and the members, shall attend to the giving of all notices to the members and Directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Board or the President. In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

8.5 TREASURER. The Treasurer shall have custody of all funds of the Association, including money, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall, at the Board's option, submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Board or the President. In the absence of the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.

8.6 DELEGATION OF FUNCTIONS. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent, employee, accountant or other trained professional provided that the Secretary or Treasurer shall in such instance generally

supervise the performance of the agent, employee, accountant or other trained professional in the performance of such functions.

ARTICLE 9. COMMITTEES

9.1 APPOINTMENT AND REMOVAL. In addition to the authority of the President, the Board may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee members.

9.2 NOTICE. Committees that take final action on behalf of the Board or make recommendations to the Board regarding the Association budget shall conduct affairs in the same manner as the Board as provided in these Bylaws including, but not limited to, the requirement that notice of all meetings shall be posted and open to all Unit Owners and that minutes for such meetings shall be prepared. Other committees are not subject to these requirements. Notwithstanding any other law or documentary provision, the requirement that certain committee meetings be open to the Unit Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

9.3 TERM OF OFFICE. Each member of a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed unless the committee is terminated sooner or the member is removed from the committee, the member resigns, or unless such member shall cease to qualify as a member thereof.

9.4 QUORUM. Unless otherwise provided in the resolutions of the Board designating the committee, a committee may meet only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting at which a quorum is present shall be the act of the committee.

9.5 SCOPE AND RULES. Each committee shall abide by the scope and stated purpose of the committee as defined by the President or Board, and may adopt rules for its operation not inconsistent with these Bylaws and with rules adopted by the President or Board.

9.6 REPORTS AND ACTION. Every committee shall report its findings directly to the Board. A committee may not take action on behalf of the Association and the Board unless the Board adopts a written resolution specifically empowering the committee to take such action.

9.7 CANDIDATE SEARCH COMMITTEE. A Director candidate search committee composed of not less than three (3) members may be appointed by the Board not less than ninety (90) days prior to the annual membership meeting. The purpose of the committee shall be to seek qualified Director candidates and encourage those persons to nominate themselves as a Director candidate. The candidate search committee shall in no event nominate or recommend a

specific candidate to run for a Director position, but shall generally recruit and encourage eligible persons to nominate themselves as Director candidates.

9.8 OTHER COMMITTEES AND CHAIRPERSON. The Board may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint and remove committee members, and designate the chairpersons of each committee. One member of each committee shall be appointed the chair of the committee.

9.9 VACANCIES. Vacancy in the members of any committee may be filled by the Board or President, as applicable, in the same manner as provided in the case of original appointments.

ARTICLE 10. COMPENSATION

There shall be no compensation for officers or Directors of the Association, except for reimbursement of expenses properly incurred by such officer or Director in furtherance of Association business. However, the foregoing shall not preclude the Board from employing Directors or officers as employees of the Association, nor preclude the Association from contracting with Directors or officers for the management of the Condominium.

ARTICLE 11. RESIGNATIONS

Any Director, officer or committee member may resign his or her position at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director, officer or committee member shall constitute an automatic resignation of such Director or officer without need for a written resignation. Within three (3) days of a resignation from his or her position, the former Director, officer or committee member must return all Association property, including all Association records.

ARTICLE 12. 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:

12.1 ACCOUNTS. The receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with Florida law and generally acceptable accounting principles.

12.2 BUDGET. The Board shall, upon not less than fourteen (14) days advance written notice to the members of the Association as required by the Condominium Act, adopt in advance a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for current expenses and reserves according to good accounting practices, as follows:

A. Current expenses, which account, if applicable, shall include, but not be limited to the following items:

1. Administration of the Association
2. Management fees
3. Maintenance
4. Rent for recreational and other commonly used facilities
5. Taxes upon leased areas
6. Insurance
7. Security provisions
8. Other expenses
9. Operating capital
10. Fees payable to the Division.

B. Reserve accounts in accordance with Sections 12.3 and 12.4 hereof.

C. Any Board meeting at which a proposed annual budget of the Association will be considered by the Board shall be open to all Unit Owners. At least fourteen (14) days prior to such meeting, the Board shall hand-deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

D. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of the members of the Association. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand-deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the special meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed and maintained among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority

of the members of the Association. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

E. Any determination of whether the assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for maintenance, repair or replacement of the Condominium property and Association property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property or Association property.

12.3 STATUTORY RESERVES. In addition to annual operating expenses, the budget(s) shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds ten thousand dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the members of the Association have determined, by a majority vote of those present at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of those present at a duly called meeting of the Association.

12.4 OTHER RESERVES. The Board may establish one or more non-statutory reserve accounts for general deferred maintenance and capital expenditures. The amounts proposed to be so reserved shall be included in the proposed annual budget.

12.5 ANNUAL BUDGET ASSESSMENT. The annual assessment, to fund the annual budget, shall be paid by the Unit Owners in equal quarterly installments. The Association shall provide the Unit Owners annual notice of the amount of the payments. If an annual budget is not adopted or notice of a budget or monthly payments is not provided to the Unit Owners, the preceding budget or amount of monthly payments shall continue until such budget is adopted or such notice is provided, as applicable. If the annual assessment proves to be insufficient, the Board may amend the budget and assessments at any time, subject to the notice and approval requirements herein.

12.6 SPECIAL ASSESSMENTS. The Board may levy special assessments for expenses beyond those included in the annual budget.

12.7 DEPOSITORY. The funds of the Association shall be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board.

12.8 FINANCIAL REPORTING. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand-deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. Financial statements (whether it be a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement) shall be based on the Association's total annual revenues as provided in section 718.111(13), Florida Statutes. The Board may elect to provide a greater level of financial reporting than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the Unit Owners may vote to reduce the level of financial reporting prepared or caused to be prepared. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken.

12.9 FIDELITY BONDS. Fidelity bonds shall be required of all persons who control or disburse funds of the Association (i.e., those individuals authorized to sign checks and President, Secretary and Treasurer of the Association). The fidelity bonds or insurance policy must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds are a Common Expense.

12.10 COMPENSATION. The Board shall determine the compensation to be paid to corporate employees. No compensation shall be paid to Directors or officers who are members or who are officers of member corporations, but they may be reimbursed for reasonable expenses they have paid for the benefit of the Association.

12.11 FISCAL YEAR. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board may adopt a resolution establishing a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

12.12 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If a Unit Owner shall be in default in the payment of an installment of an assessment, the Board may accelerate the remaining installments of the assessment upon not less than twenty (20) days' notice to the Unit Owner, delivered by certified mail, return receipt requested, and then the total unpaid balance of the annual assessment shall come due and payable upon the date stated in the

notice. If determined in the best interest of the Association, the Board may by written notice to the Unit Owner decelerate amounts previously accelerated.

12.13 APPLICATION OF SURPLUS. Any payments or receipts to the Association paid during the year in excess of the operating expenses and other Common Expenses may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit toward future assessments.

12.14 CONTRACT BIDDING. When the aggregate amount of the contract requires payment by the Association of more than five percent (5%) of the total annual budget including reserves, the Association must obtain competitive bids for the materials, equipment or services. As provided by law, contracts for the services of an attorney, an engineer, an architect, and a landscape architect, and contracts with employees and managers are exempt from the competitive bidding requirements contained herein.

ARTICLE 13. ROSTER OF UNIT OWNERS

Each Unit Owner may be required to file with the Association a copy of the recorded deed or other document showing his or her ownership of a Condominium Unit. The Association shall maintain any such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Each Unit Owner shall provide and maintain with the Association the Unit Owner's current mailing address, Unit identification, voting certifications, and telephone numbers. Each Unit Owner has the duty to promptly notify the Association of any change of address or other pertinent information. The Association shall also maintain the electronic mailing addresses of Unit Owners who consent to receive notice by electronic transmission. The electronic mailing addresses are not accessible to Unit Owners unless a Unit Owner consents in writing to the disclosure of this protected information. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

ARTICLE 14. PARLIAMETARY RULES

Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Condominium Act, Florida Not For Profit Corporation Act, case law, the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or rules and regulations adopted from time to time by the Board to regulate the participation of Unit Owners at Board, membership, and committee meetings, and to otherwise provide for orderly corporate operations. The failure to strictly conform to these rules of order shall not invalidate an otherwise validly undertaken action.

**ARTICLE 15.
AMENDMENTS**

These Bylaws may be amended in the following manner:

15.1 NOTICE. Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice 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 indicated by strike throughs. 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 strike throughs as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of Bylaw. See Bylaw _____ for present text."

15.2 ERRORS. Non-material errors and omissions in a Bylaws amendment or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

15.3 PROPOSAL AND ADOPTION. An amendment may be proposed by either the Board or by at least twenty percent (20%) of the members of the Association who request a special meeting for that purpose. Except as elsewhere provided, approval of an amendment must be by an affirmative vote of not less than seventy-five percent (75%) of the voting interests of the Association and by not less than a majority of the Board.

15.4 LIMITATION ON AMENDMENTS. 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. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

15.5 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall recite the Official Records Book and Page of the original recorded Declaration of Condominium and 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 a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

**ARTICLE 16.
RULES AND REGULATIONS**

In accordance with the Articles of Incorporation, the Board may promulgate reasonable rules and regulations to govern the use of the Condominium, its property, Association property, the Common Elements and Units, provided that no such rule shall be inconsistent with any Unit

Owner right provided in the Declaration of Condominium or these Bylaws and that any such rule is subject to approval by an affirmative vote of not less than seventy-five percent (75%) of the voting interests of the Association.

**ARTICLE 17.
CONSTRUCTION AND CAPTIONS**

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 genders. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

**ARTICLE 18.
MANDATORY ARBITRATION OF DISPUTES**

Prior to commencing litigation, unresolved disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.

**ARTICLE 19.
DOCUMENT CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration of Condominium; (2) Articles of Incorporation; (3) Bylaws; and (4) rules and regulations.

MAC ARTHUR BEACH & RACQUET CLUB, INC.
RULES AND REGULATIONS

GETTING TO KNOW YOU

REGISTRATION

Registration must be made at the office on the first day that office is open. Office hours are as follows:

Monday through Friday - 8:30 am - 12:00 noon
12:30 pm - 4:30 pm

WE WILL NEED:

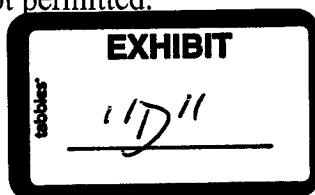
- Name and address of responsible adult.
- Automobile license number; make and color.
- Date of arrival and expected date of departure.

You will be given automobile I.D. tags for each car and pool I.D. tags for each occupant.

YOU AND YOUR CAR

PARKING

- All cars must have parking I.D. tags issued by Resident Manager and returned upon departure
- There is no assigned parking. Truck and guest parking is marked by sign and is at the east end of north parking lot, east of tennis court.
- Commercial and recreational vehicles, trailers and boats are not permitted to be parked on the premises.
- No vehicle parked on property shall be occupied for sleeping ore other living purposes
- Cars may only be washed on days posted according to water restrictions of the City of Venice in specific space provided.
- Vehicles must be properly spaced within designated parking lines.
- Abide by "No Parking," "Loading Zone," and "Handicap" parking zones.
- Parking or driving on lawns is not permitted.



- Repairing of cars is not permitted on the premises.
- Motorists are to keep speed at 10 MPH on premises.

THE COMMON AREAS

SAFETY & HEALTH INFORMATION FOR ALL OF US

- Open fire/charcoal grills for food cooking on patios, porches and pool area is prohibited. No open fires allowed on grounds per City/State Ordinances.
- Towels, bathing suits or any other items are not to be hung over porch railings.
- No loud playing of stereos, televisions or radios.
- No volleyball, football, baseball or golf playing is allowed on lawns or grounds.
- Lawnchair lounging/sunning is not allowed in center grounds of highrise and lowrise buildings, including courtyard.
- Roller skating, roller blading, skateboarding and bicycling are not allowed on common areas.
- Bicycles are to be stored in bike racks only.
- No owner may display a sign, advertisement or notice of any type on the common elements of his unit.
- Trees, shrubs and other landscaping cannot be removed, added to or altered without permission of the Board of Directors.
- No exterior changes or alterations to common area elements are to be made to units without prior permission from the Board of Directors.
- Storage is prohibited in common areas.
- All areas commonly used: i.e., stairways, halls, landings, etc., are to be kept free of furniture, plants, etc., to preclude fire hazards.
- Keep off dunes. Beach access is by bridges only.
- No screen doors allowed on entranceway doors. Existing screen doors are "grandfathered-in" and are not to be replaced.
- Carpeting is not permitted on patios or landings in lowrise buildings.

- Please adhere to quiet time from 10:00 pm to 8:00 am.
- Consider others when running washing machines at odd hours.

PETS

- No animals allowed in rented units or by guests anytime.
- Pets of unit owners shall not exceed 15” in height at shoulder or exceed 20 lbs.
- Florida Law states that pets shall have rabies shots and must also be licensed in Florida. Certificate must be filed with Resident Manager.
- Pets must be kept on leashes when on condo grounds.
- Owners must clean up pet “deposits.”
- Pets must be walked along outside perimeters of property only or in any future designated areas.
- No pets allowed in center grounds of highrise and low-rise buildings, including courtyard.
- No pets in pool areas at any time.

ABOUT THE HIGHRISE

FOYER, HALLS, ELEVATOR

- No bare feet in highrise foyer or elevator.
- Do not enter building with sandy shoes.
- Running and/or playing in corridors, stairways and elevator is prohibited.
- Luggage cart in storage area of highrise is to be returned immediately after use.
- Elevator is not to be held for any amount of time, unless cleared with the Manager’s office.
- Please clean up any stains for which you might be responsible.

SECURITY SYSTEM

- Lobby doors are to be kept locked and are not to be propped open and left unattended.

- When entering or leaving the building, do not allow strangers to enter.
- Please instruct your visitors to call you or call the office for entry to the lobby.

MORE ABOUT THE HIGHRISE

ENTRY INSTRUCTION

Visitors desiring to enter the building can be admitted through the security phone system. Procedure is as follows:

- Caller is to dial code for apartment as designated on outside entrance board.
- Phone will ring in the apartment.
- Resident dials "5" while both parties have receiver off hook.
- Lobby door will unlock and caller is able to enter.

FIRE ALARM SYSTEM

Alarm will sound in each unit and corridors. All persons are required to exit building by stairway. Elevator is designed (by code) to stop and open on ground floor. Fire Department is signaled by the alarm and will appear immediately. Fire Department will proceed on clearing the alarm.

SMOKE DETECTORS

Smoke detectors are in each unit and are very sensitive. If your detector goes off, please check your unit thoroughly. In case of fire, activate alarm in hallway of highrise to notify Fire Department or phone Fire Department.

LET'S PLAY

POOL AND POOL AREA

- Emergency phone (911) is located at entry phone at the highrise.
- Pool I.D. tags should be visible for instant MacArthur Beach resident identification; or, at least they should be available to be presented when requested.
- Pool is open from 9:00 a.m. to 10:00 p.m. daily.
- There is no lifeguard ever. Swim at your own risk.

- Every rule posted at pool must be followed.
- Babies of diaper age must wear rubber pants.
- Suntan lotion and sand on feet/body are to be washed off completely before entering pool.
- Holding and saving chairs is not allowed once the party has left the pool deck.
- Furniture is not to be removed from pool area.
- Rafts, rubber tubes, or toys are not allowed in pool.
- No ball playing; no frisbee throwing in the pool.
- Children 12 years and under are not allowed in the pool unless under parental supervision.
- Food is not allowed in the pool area.
- No glass is allowed around the pool area at any time.
- Beverages must be in unbreakable containers. Please keep containers away from edge of pool.
- All spills or stains must be cleaned up immediately.
- No running in pool area.
- No diving or jumping in the pool.
- Dispose of trash in cans.
- Kindly close umbrellas after use.

LET'S PLAY SOME MORE

TENNIS

- Rules posted on fence are to be followed.
- Proper attire, including tennis shoes, is required.
- Play is limited to one hour when others are waiting.
- Gate must be locked upon leaving court.

- No more than 4 players may use a court at one time, unless in a group lesson.
- Group lessons must be registered through the office.
- The tennis court is for use by unit owners and their family, rental tenants or temporary occupant guests only.

RECREATION AND CLUB ROOM

- Open daily from 9:00 a.m. to 10:00 p.m., and shall be locked between 10:00 p.m. and 9:00 a.m.
- Children under the age of 15 must be supervised by an adult or approved through the office.
- Clubroom is available for use to any resident.
Procedure to be followed:
 - 1) Party must register at the office.
 - 2) A deposit fee of \$50.00 is required at time of reservation.
 - 3) Deposit returned immediately after inspection, providing there is no damage and rooms are left clean and in same condition as found.