

THIS INSTRUMENT WAS PREPARED BY:  
KAYE BENDER REMBAUM, P.I.  
ATTN: SHAWN G. BROWN, ESQ.  
1211 N. WESTSHORE BLVD, SUITE 409  
TAMPA, FLORIDA 33607

**CERTIFICATE OF AMENDMENT  
TO THE AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM, BYLAWS AND ARTICLES OF INCORPORATION  
FOR THE HAMPTONS AT BRANDON CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Amended and Restated Declaration of Condominium, Bylaws and Articles of Incorporation for The Hamptons at Brandon Condominium, as described in Official Records Book 16387 at Page 331, of the Public Records of Hillsborough County, Florida was duly adopted at a meeting in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 24 day of August, 2021, at Brandon, Hillsborough, Florida.

**WITNESS 1:**

[Signature]  
(Sign)  
Amy Rivera  
(Print)

**WITNESS 2:**

[Signature]  
(Sign)  
Tonia Bascom  
(Print)

**The Hamptons at Brandon Condominium Association, Inc.**

By: [Signature] President  
Print: Benjamin R. Brown  
Attest: [Signature] Vice President  
Print: Charles Commons Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24 day of August, 2021, by Ben Brown as President and Charles Commons as Secretary for The Hamptons at Brandon Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced Drivers license as identification and did take an oath.

My Commission Expires:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE  
Christina Schaefer  
Printed Name of Notary Public



CHRISTINA SCHAEFER  
Commission # HH 027659  
Expires August 4, 2024  
Bonded Thru Budget Notary Services

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OF  
THE HAMPTONS AT BRANDON,  
A Condominium**

Hampton Group, LLC, a Florida Limited Liability Company, hereinafter called the "Developer", the owner in fee simple title to the land described herein and by which the Developer makes the following Declaration:

**ARTICLE 1.**

**Submission of Land**

**1.1) Submission to Condominium Ownership.** The purpose of this Declaration is to submit the lands described in this instrument and the improvements constructed and to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, herein called the Condominium Act. The covenants and restrictions contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of Condominium parcels. The acquisition of title to a unit or any other interest in the Condominium property, or the lease, occupancy, or use of any portion of a unit or the Condominium property, constitutes an acceptance and ratification of all provisions of this Declaration and its Exhibits, as amended from time to time, and an agreement to be bound by its terms.

**ARTICLE 2.**

**Name and Description of Land**

**2.1) Name.** The name by which this Condominium is to be identified is THE HAMPTONS AT BRANDON, a Condominium.

**2.2) Survey and Description of the Land.** Attached hereto and expressly made a part of this Declaration as Exhibit A.

**ARTICLE 3.**

**Definitions**

**3.1) Definitions.** The terms used in this Declaration and in its Exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes (the "Condominium Act"), unless the context requires otherwise.

**3.2) Assessment.** Assessment shall mean a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

**3.3) Association.** Association shall mean THE HAMPTONS AT BRANDON CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and its successors, the entity responsible for the operation of the Condominium.

**3.4) Association Property.** Association property shall mean all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

**3.5) Board of Directors or Board.** Board of Directors or Board shall mean the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

**3.6) Common Elements.** Common elements shall mean the portions of the Condominium property not included in the units.

**3.7) Common Expenses.** The common expenses shall include but not be limited to:

(a) Expenses of administration; expenses of maintenance, management, operation, insurance, repair or replacement of the common elements, the Association property, and the portions of the units to be maintained by the Association as provided in Section 6.2 of this Declaration, including amounts budgeted for the purpose of funding reserve accounts.

(b) All common expenses and assessments, including expenses and assessments of the Association shall be divided equally among all unit owners, in the same proportions as his share in the common elements and common surplus.

(c) Costs of water and sewage to the common elements and the units, operation and maintenance of water and sewage facilities to the common elements and the units, and electricity, garbage disposal, and other utilities services which are not metered to the individual Condominium units.

(d) Labor, material and supplies used in conjunction with the common elements.

(e) 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 of Directors or the Association, subsequent to the transfer of control of the Association by the Developer to the unit owners.

(f) Damage to the Condominium property in excess of insurance coverage.

(g) Salary of a resident manager, his assistants and agents, and expenses duly incurred in the management of the Condominium property.

(h) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

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

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

(k) In the event that the Board of Directors elects to contract for pest control within units or for basic cable television programming services in bulk for the entire Condominium, the costs of such services shall be a common expense.

**3.8) Common Surplus.** Common surplus shall mean the excess of all receipts of the Association (including but not limited to assessments, rents, profits, and revenues on account of the common elements) over the amount of the common expenses.

**3.9) Condominium Documents.** Condominium documents shall mean and include this Declaration and all recorded Exhibits hereto, as amended from time to time, plus the Articles of Incorporation, the Bylaws and Rules and Regulations of the Association, as amended from time to time.

**3.10) Condominium Parcel.** Condominium parcel shall mean a unit, together with the undivided share in the common elements which is appurtenant to the unit.

**3.11) Condominium Property.** Condominium property shall mean and include the Land, condominium building and personal property

submitted to condominium ownership, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**3.12) Declaration.** Declaration shall mean this instrument, as amended from time to time.

**3.13) Family or Single Family.** Family or Single Family shall mean one (1) or more persons related by blood, marriage or adoption or no more than two (2) unrelated persons and their families living together as a single housekeeping unit. However, the Unit shall not be occupied at any time by more than two (2) people per bedroom in any unit. This occupancy restriction applies to owners, permanent residents and guests.

**3.14) Fixtures.** Fixtures shall mean those items of tangible personal property which, by being physically attached to or installed in the unit, have become part of it, including but not limited to, interior partitions, interior walls, appliances which have not been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

**3.15) Guest.** Guest shall mean any person who is not the unit owner or a lessee or a member of the unit owner's or lessee's family, who occupies the unit on a temporary basis at the invitation of the owner, lessee or other legally permitted occupant, without the payment of consideration. All guests shall be required register with the Association as to the duration of their stay and provide the Association with all requested information, including but not limited to, vehicle information and telephone number.

**3.16) Institutional Mortgagee.** Institutional Mortgagee shall mean the mortgagee (or its assignee) of a mortgage against a Condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

**3.17) Lease.** Lease shall mean the grant by a unit owner of a temporary right of use of the owner's unit for consideration.

**3.18) Limited Common Elements.** Limited common elements shall mean those common elements which are reserved for the exclusive use of a particular unit plus certain other common elements which are not reserved for exclusive use, as specified in subsection 5.3(b).

**3.19) Occupy.** Occupy shall mean, when used in connection with a unit, the act of staying overnight in a unit. "Occupant" is a person who occupies a unit.

**3.20) Permanent Resident.** Permanent resident shall mean a resident who occupies the unit for over ten (10) days or more in any thirty (30) day period. A temporary resident is a resident who occupies the unit for less ten (10) days in any thirty (30) day period. Permanent residents shall be subject to the approval requirements set forth in Article 12.

**3.21) Plan of Termination.** Plan of Termination shall mean a written instrument executed in the same manner as a deed by unit owners holding not less than ninety percent (90%) of the votes of the entire membership of the Association and by the Termination Trustee and setting forth the information required by Section 10.3.

**3.22) Primary Occupant.** Primary occupant shall mean the natural person approved for occupancy when title to a residential unit is held in the name of two (2) or more persons who are not husband and wife, or by a natural person as trustee.

**3.23) Rules and Regulations.** Rules and Regulations shall mean those reasonable rules and regulations governing the use of the Condominium property and the operation of the Association as may be made and amended from time to time by the Association, in the manner provided by its Articles of Incorporation.

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

**3.25) Termination Trustee.** Termination Trustee shall mean the person appointed as such in the Plan of Termination. The Termination Trustee shall be the Association unless another person is appointed in the Plan of Termination.

**3.26) Unit.** Unit shall mean a part of the Condominium property which is subject to private ownership.

**3.27) Unit Owner or Owner.** Unit owner or owner shall mean a record owner of fee simple legal title to a Condominium parcel.

**3.28) Utility Services.** As construed with reference to this Condominium and as used in this Declaration and the Bylaws, utility services to the common elements and the units at the expense of either the Association or the individual unit owner shall include but not be limited to electric power, hot and cold water, heating, refrigeration, air-conditioning, cable TV (if provided by the Association), and garbage and sewage disposal.

#### **ARTICLE 4.**

##### **Development Plan**

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

**4.2) Survey.** A survey of the Land and plot plan locating the improvements constructed thereon and identifying the common elements and limited common elements and each Condominium unit and the approximate locations and dimensions of such units and buildings and commonly used recreational facilities and other improvements upon the Land is attached as Exhibit "A" and incorporated by reference herein.

**4.3) Easements.** Easements are reserved through the Condominium property as may be required for utility services in order to adequately serve the Condominium; provided, however, such easements through a unit shall be only according to the plan and specifications for the unit, or as the unit is constructed, unless approved in writing by the unit owner.

**4.4) Unit Boundaries.** Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

**(a) Upper and Lower Boundaries.** The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the vertical boundaries:

**(1) Upper Boundary** - the horizontal plane of the undecorated, unfinished surface of the ceiling of the unit.

(2) Lower Boundary - the horizontal plane of the undecorated, unfinished surface of the floor of the unit.

(b) Vertical Boundaries. Vertical boundaries of a unit shall be the vertical planes of the undecorated, unfinished surfaces of the perimeter walls of the unit extended to intersections with each of the other and with the upper and lower boundaries.

## ARTICLE 5.

### The Units

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

5.2) Unit Numbers. There are two hundred and four (204) units in THE HAMPTONS AT BRANDON. Each unit is located substantially as shown on the plat attached hereto as Exhibit "A".

5.3) Appurtenances to Units. The owner of each unit shall own a share and certain interests in the Condominium property, which share and interests are appurtenant to his unit, including but not limited to the following items:

(a) Common Elements and Common Surplus. The undivided share owned by each owner in the common elements and in the common surplus appurtenant to his unit shall be as set forth in the Schedule attached hereto as Exhibit "B". Each unit owner shall automatically become a member of THE HAMPTONS AT BRANDON CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and shall own a respective interest in its assets.

(b) Limited Common Elements. An undivided share with the other unit owners together with the exclusive right to use those common elements which are reserved for the exclusive use of the unit, consisting of any assigned parking space or storage space, plus an undivided share with the other unit owners in certain other common elements which are not reserved for the exclusive use of the unit, consisting of the stairways, exterior walls, and roofs to the units being served thereby.

(c) Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the real and personal property, funds and assets held by the



Association shall be as set forth in the Schedule attached hereto as Exhibit "B".

**5.4) Use and Possession.** A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purpose for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to the Condominium property. No unit may be subdivided. The use of the units, common elements and limited common elements shall be governed by the Condominium documents and by the Rules and Regulations of the Association.

**5.5) Easements.** Each of the following easements and easement rights is reserved through the Condominium property and is a covenant running with the Land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the unit owners with respect to such easements.

**(a) Utility and Other Easements.** The Association has the power, without joinder of any unit owner, to grant, modify, or move easements, such as electric, water, sewer, drainage, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the common elements or Association property, and to grant easements or relocate any existing easements in any portion of the common elements or Association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are so transferred, without joinder of any unit owner.

**(b) Encroachments.** If any unit encroaches upon any of the common elements or upon any other unit or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists,

unless the encroachment is due to the intentional act of the unit owner or the Association.

(c) **Ingress and Egress.** A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, lessees, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be intended for such purposes, and for purposes of ingress and egress to the public ways.

5.6) **Restraint Upon Separation and Partition.** The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with title to the unit, whether or not separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

## **ARTICLE 6.**

### **Maintenance, Alteration and Improvement**

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

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

(a) All portions of a unit, except the finished surfaces, contributing to the support of the unit, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(b) Easements for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association, and all such facilities contained within a unit that serve more than one unit or serve the common elements.

(c) All real and personal property owned by the Association and all common elements and all limited common elements of each Condominium unit.

(d) The Association shall not be responsible for incidental damage caused to a unit by such work.

**6.3) By the Unit Owner.** The unit owner shall maintain, repair and replace at his expense:

(a) All portions of his unit, except the portions to be maintained, repaired and replaced by the Association, including but not limited to those unit portions and features described below. Such shall be done without disturbing the rights of other unit owners.

(b) All screens, windows and doors to his unit and window and door hardware, glass and window treatments, including painting of the exterior surfaces of doors, after approval by the Association.

(c) The finished surface of the front stoop of his unit and the roof of the enclosed Florida room, if any, of his unit, after approval by the Association.

(d) The finished surfaces of the walls, ceiling and floor of his unit and the finished surfaces of the walls, ceiling and floor of the patio or enclosed Florida room of his unit.

(e) All appliances, water heaters, water filters, built-in cabinets and countertops, smoke alarms, vent fans, and interior partition walls located in or serving only his unit, including such items and other facilities located outside the unit.

(f) All electrical, mechanical and plumbing fixtures, wires, All electrical, mechanical and plumbing fixtures, wires, only his unit, including such fixtures and other facilities located outside the unit.

(g) All air conditioning and heating equipment, wires, conduits, ducts, and installations serving only his unit, including such equipment and other facilities located outside the unit.

(h) The doors, walls, shelves and structure of any closet(s) within the unit and the finished surfaces of the closet(s).

(i) The finished surfaces of the stairs and of the walls, ceiling and floor of the balcony of his unit, if any.

(j) The unit owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the unit.

(k) The unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

**6.4) Material Alteration or Addition to the Unit.** Neither a unit owner nor the Association shall make any material alterations in the portions of a unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety and soundness of the unit, or impair any easements, without first obtaining the approval in writing of all unit owners who may in any way be affected and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida, shall be filed with the Association prior to the start of work. No change may be made in the size of a unit or in the unit owner's share of the common elements and common surplus, unless approved by all unit owners of record and all holders of liens on units in the Association.

**6.5) Other Unit Owner Responsibilities.**

(a) **Interior Decorating.** Each unit owner is responsible for all decorating within his unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(b) **Window Coverings.** The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to requirements of the Rules and Regulations of the Association. There shall be window coverings on all windows within a unit as specified by the Board of Directors.

(c) **Alterations and Additions.** The unit owner shall not make any alterations, additions or installations to his unit without Association approval. If a unit owner makes any alterations, additions or improvements to his unit without Association approval, the unit owner and his successors in title

shall be financially responsible for the insurance, maintenance, repair and replacement of such modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the cost of removing and replacing or reinstalling such modifications, installations or additions, if their removal by the Association is required or becomes necessary in order to maintain, repair, replace, or protect any other part of the Condominium property.

**(d) Use of Licensed and Insured Contractors.** Whenever a unit owner contracts for the maintenance, repair, replacement of any portion of the unit, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

**6.6) Common Elements, by the Association.** The maintenance and operation of the common elements and the limited common elements shall be the responsibility of the Association and a common expense.

**6.7) Alteration or Addition to Common Elements.** There shall be no material alteration or substantial addition to the common elements or limited common elements without prior approval of unit owners holding not less than two-thirds (2/3) of the eligible voters who are present, either in person or by proxy, at a duly called and properly noticed meeting. The cost of such authorized alterations or additions shall be assessed against and collected from the owners of all units as a common expense. A material alteration or substantial addition shall be defined as any alteration or addition to the common elements or limited common elements which requires the expenditure of more than five percent (5%) of the Association's adopted budget for the year in which the funds are expended and is not constructed or expended for the purposes of maintenance or protection of the Condominium property or for purposes of safety or security of the residents. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or added. However, any alterations undertaken by the Association that do not exceed ten percent (10%) of the Association's adopted budget in that budget year shall only require the approval of the Board of Directors.

**6.8) Enforcement of Maintenance.** If the owner of a unit fails to maintain the unit as required herein within thirty (30) days after notice to the owner of such failure to maintain, the

Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, the irrevocable right to enter the unit during reasonable hours, without prior notice to the owner, to repair, replace, or maintain any common elements, any portion of a unit to be maintained by the Association or any portion of a unit to be maintained by a unit owner. In addition, the Association may enter a unit at any time, without prior notice to the owner, as necessary to prevent damage to the common elements or to a unit or units. Any expenses incurred by the Association in performing work within the unit, on any portion of the unit to be maintained by the unit owner as authorized by this Declaration, shall be charged to the unit owner, together with costs and reasonable attorney's fees for collection, including costs and reasonable attorney's fees prior to litigation, in litigation and on appeal. Attorney's fees may be charged even if litigation is not commenced.

**6.9) Negligence; Damage Caused by Failure to Maintain Unit.**

The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of the common elements, the other units, or the personal property of other owners and residents, made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or lessees. Each unit owner has a duty to maintain his unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to the common elements, the other units, or the personal property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty, causes damage to the common elements, the other units, Association property or personal property within the other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs or repair or replacement not paid by insurance. If the unit involved is not occupied at the time the damage is discovered, the Association may enter the unit at any time, without prior notice to the owner, when necessary for maintenance, repair or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the common elements or to a unit or units, and take reasonable action to mitigate the damage or prevent its spread. The Association may, but is not obligated to, repair the damage without prior notice or consent of the owner. Repairs made by the Association shall be collectable as an assessment against the unit pursuant to this Declaration and the Florida Condominium Act. The owner shall make repairs within five

(5) business days of being notified the of condition, defect or malfunction causing damage to the common elements by the Association.

**6.10) Association's Access to Units.** The Association has an irrevocable right of access to the units during reasonable hours for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units, and to determine compliance with the terms of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations. The Association's right of access includes, without limitation, entry for the purposes of pest control and preventative maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. This right of access shall also apply to units that are either vacant or abandoned to conduct preventative inspections to avoid potential damage to the common elements and the process for access to these units shall be set forth by the Board of Directors via a resolution adopted by the Board. The exercise of the Association's right of access to the unit shall be accomplished with due respect for 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. No unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a 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 resulting from delay in gaining entrance to his unit caused by the unavailability of a key. The Association shall also have the right of access to vacant and abandoned units for inspection to ensure that there exist no conditions which could negatively impact the condominium property and common elements. The Board of Directors shall adopt a resolution outlining the process for the notice to the owner and the inspection of vacant and abandoned units.

## **ARTICLE 7.**

### **Assessments**

**7.1) Assessments.** The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of

the Condominium and the operation of the Association, pursuant to the Condominium Act and the Bylaws. This power includes both "regular" and "special" assessments for each unit's share of the common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in the Bylaws, and as set forth herein.

**7.2) Share of Common Expenses.** Each unit owner shall be liable for his share of the common expenses and assessments computed on the basis of his undivided share in the common elements and in the common surplus appurtenant to his unit, as provided in subsection 5.3(a).

**7.3) Ownership.** Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

**7.4) Liability for Assessments.** The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 16.2 as to certain first mortgagees, whenever title to a Condominium parcel is transferred for any reason, the new owner becomes jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner. Notwithstanding the provisions of this Section, the Association shall not be deemed the previous owner for purposes of joint and several liability for assessments which came due while the Association owned the unit or units on which it has foreclosed or taken title to via deed in lieu of foreclosure.

**7.5) No Waiver or Excuse From Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise



proportionately excused from payment, except as otherwise provided in Section 16.2 as to certain first mortgagees.

**7.6) Late Fees, Interest; Application of Payments.**

Assessments and installments thereon paid on or before five (5) days after the date when due shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. In addition, any assessment or installment thereon not paid within five (5) days after the due date shall be subject to a late fee of twenty-five dollars (\$25.00), unless a higher amount is permitted by law and has been adopted by a majority vote of the Board of Directors. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments upon account shall be first applied to interest, then to late fees, then to any costs and attorney's fees, and then to the assessment payment first due. All interest collected shall be credited to the general expense account, except for interest on reserve accounts and special assessment accounts for which the interest collected shall be credited to that specific account.

**7.7) Acceleration.**

If any installment of a regular or special assessment is unpaid thirty (30) days after the due date, the Board of Directors of the Association shall have the right to accelerate payment of the remaining installments of the assessment for the remainder of the budget year. The due date for all accelerated amounts shall be the date the Association's Claim of Lien is recorded in the Public Records. The Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire obligation, plus late fees, attorney's fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending notice to the delinquent owner, by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of a notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

**7.8) Lien for Assessments.**

The Association has a lien on each Condominium parcel, securing payment of past due assessments, including interest, late fees, attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate attorney's fees

should appeal be taken. The lien is perfected upon recording a Claim of Lien in the Public Records of Hillsborough County, Florida, stating the description of the Condominium parcel, the name of the record owner, the name and address of the Association, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a certificate of title. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

**7.9) Priority of Lien.** The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Condominium Act, as amended from time to time. The priority over the lien of the Association shall only vest upon acquisition of title by a first mortgagee. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Condominium Act, as amended from time to time. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

**7.10) Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

**7.11) Certificate as to Assessments.** Within fifteen (15) days after receiving a written request therefor from a unit owner, purchaser or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") signed by an officer or agent of the Association, stating whether all assessments and other monies owed to the Association by the unit owner with respect to the Condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby. The Association or its agent may charge an administrative fee to the owner to prepare the certificate.

**7.12) Rental Pending Foreclosure.** In any foreclosure of a lien for assessment, the owner of a unit subject to the lien shall be required to pay reasonable rental for the unit for the period of possession of the unit after a foreclosure judgment has been entered, and the Association shall be entitled to the appointment of a receiver to collect same.

**ARTICLE 8.**

**Association**

**8.1) Association.** The operation of the Condominium shall be by THE HAMPTONS AT BRANDON ASSOCIATION, INC., a Florida corporation not for profit under Chapter 617, Florida Statutes, which shall fulfill its functions pursuant to the provisions set forth herein.

**8.2) Articles of Incorporation.** The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation recorded in the Official Records Book of the Public Records of Hillsborough County, Florida, and incorporated herein by reference, as amended from time to time.

**8.3) Bylaws.** The Bylaws of the Association shall be the Amended and Restated Bylaws recorded in the Official Records Book of the Public Records of Hillsborough County, Florida, and incorporated herein by reference, as amended from time to time.

**8.4) Delegation of Management.** The Association may contract for the management and maintenance of the Condominium property and employ a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of Rules and Regulations and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers, however, shall retain at all times the powers and duties provided in the Condominium Act.

**8.5) Membership.** The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

**8.6) Acts of the Association.** Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or the Condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

**8.7) Powers and Duties.** The powers and duties of the Association include those set forth in the Condominium Act and the Condominium documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium property and Association property. The Association may impose fees for the use of common elements or Association property. The Association has the power to enter into agreements, to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

**8.8) Official Records.** The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies. The Board of Directors may adopt rules regarding the frequency and timing of inspection of the Association's official records.

**8.9) Acquisition of Real Property.** The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors, without the approval of the members. The power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval of unit owners holding not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association. However, this vote requirement shall not apply to units acquired through foreclosure or deed in lieu of foreclosure.

**8.10) Disposition of Property.** Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased, or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 8.9.

**8.11) Roster.** The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available for review and copying to any member upon request.

**8.12) Limitation upon Liability of Association.**

Notwithstanding the duty of the Association to maintain and repair Condominium property and Association property, the Association shall not be liable to unit owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or by unit owners or other persons.

**8.13) Approval or Disapproval of Matters.**

Whenever a decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

**ARTICLE 9.**

**Insurance**

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

**9.2) Association Insurance: Duty and Authority to Obtain; Required Coverage.** The Association shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium documents, and may obtain and keep in force any additional insurance coverage as it deems necessary. All insurance policies on the Condominium parcels, common elements and Association's property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the unit owners without 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 the unit owners. The Association shall maintain adequate insurance covering the buildings and the common elements as well as all Association property, in amounts determined annually by the Board of Directors, with insurance companies A.M. Best rated "A" or higher, if possible. The Board of Directors may have the insurable property appraised periodically for the purpose of establishing insurance values.

The Association shall have the right to require each unit owner shall purchase hazard and liability insurance on his own unit, and the personal property therein, insuring all floor coverings, wall coverings and ceiling coverings, all built-in

cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and all alterations, additions and improvements made to the unit by the owner or the predecessors in title to the owner, in certain minimum amounts as specified in the Rules and Regulations. The vote to require insurance coverage by unit owners shall a majority vote of a quorum of the unit owners present in person or by proxy at a properly notice and held meeting. If insurance coverage is required by the Association, each owner shall provide proof of hazard and liability insurance to the Association at the time of purchase of the unit and at least annually, at the time of renewal of the policy in accordance with the rules adopted by the Board of Directors regarding proof of insurance and renewal of insurance. Proof of hazard and liability insurance coverage shall include an insurance binder, followed by a copy of the insurance policies, showing full payment of the policy premium, listing the coverage amounts and identifying the Association as an additional insured. Hazard insurance on the unit shall be required regardless of the status of any outstanding mortgage(s) and regardless of the status of the occupancy of the unit. Self-insurance by the owner shall not qualify as adequate insurance under this Section if an insurance requirement is adopted by the Association.

**9.3) By the Unit Owner.** The Association shall have the right to require each unit owner shall purchase hazard and liability insurance on his own unit, and the personal property therein, insuring all floor coverings, wall coverings and ceiling coverings, all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and all alterations, additions and improvements made to the unit by the owner or the predecessors in title to the owner, in certain minimum amounts as specified in the Rules and Regulations. The vote to require insurance coverage by unit owners shall a majority vote of a quorum of the unit owners present in person or by proxy at a properly notice and held meeting. If insurance coverage is required by the Association, each owner shall provide proof of hazard and liability insurance to the Association at the time of purchase of the unit and at least annually, at the time of renewal of the policy in accordance with the rules adopted by the Board of Directors regarding proof of insurance and renewal of insurance. Proof of hazard and liability insurance coverage shall include an insurance binder, followed by a copy of the insurance policies, showing full payment of the policy premium, listing the coverage amounts and identifying the Association as an additional insured. Hazard insurance on the unit shall be required regardless of the status

of any outstanding mortgage(s) and regardless of the status of the occupancy of the unit. Self-insurance by the owner shall not qualify as adequate insurance under this Section if an insurance requirement is adopted by the Association.

**9.4) 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 foundations and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property policy, in an amount equal to the maximum insurable replacement value of the building, excluding foundation and excavation costs, and in an amount equal to the value of all personal property included in the common elements or owned by the Association.

(b) 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.

**9.5) Liability Insurance.** Premises and operations liability insurance for bodily injury and property damage shall be carried in such limits of protection and with such coverage as shall be determined by the Board of Directors, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

**9.6) Workmen's Compensation.** Workmen's Compensation Insurance shall be carried to meet the requirements of the law.

**9.7) Fidelity Bond.** The Association shall carry a fidelity bond as required by the Condominium Act.

**9.8) Other Insurance.** The Association may purchase and carry such other insurance coverage as the Board of Directors may determine to be in the best interest of the Association and the unit owners.

**9.9) Description of Coverage.** A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

**9.10) Waiver of Subrogation.** If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, the unit owners, or their respective servants, agents or guests, except for any claim based on gross negligence evidencing reckless, willful or wanton disregard for life or property.

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

**9.12) Association as Agent.** The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in Condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

**9.13) 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.

**9.14) Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications approved by the Board of Directors of the Association.

**9.15) 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 of reconstruction and repair after casualty shall be that of the Association.

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

**9.17) Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear. The duty of the Association shall be to receive such



proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

(a) **Common Elements.** Proceeds on account of damage to the common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

(b) **Units.** Proceeds on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units, less the deductible.

(c) **Mortgagee.** If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against a unit or units, except when the funds are not used for repairs or to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged building.

**9.18) Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

(a) **Costs of Protecting and Preserving the Property.** If a person other than the person responsible for repair and reconstruction has advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(b) **Cost of Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

(c) **Failure to Reconstruct or Repair.** If it is determined that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

**9.19) 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 payment of the costs thereof are insufficient, the Association shall promptly levy a special assessment against all unit owners to obtain sufficient funds to pay the estimated costs.

**9.20) Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association. The first moneys disbursed in payment of costs of reconstruction and repair shall be from the 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 a common surplus.

## **ARTICLE 10.**

### **Termination**

**10.1) Termination.** The Condominium shall continue until the Condominium property is withdrawn from the provisions of the Condominium Act pursuant to the terms of this Article by unit owners holding not less than ninety percent (90%) of the votes of the entire membership of the Association. Unless otherwise provided by Article 10, the process of termination shall follow the requirements of Section 718.117 of the Condominium Act.

**10.2) Approval of Termination.** The termination of the Condominium shall be evidenced by a Plan of Termination executed in the same manner as a deed by unit owners holding not less than ninety percent (90%) of the votes of the entire membership of the Association and by the Termination Trustee. A unit owner may evidence assent to the Plan of Termination by executing the Plan of Termination or a consent to or joinder in the Plan in the manner of a deed. A Plan of Termination together with the consents or joinders of unit owners and the consents or joinders of the holders of all liens affecting any of the Condominium parcels shall be recorded in the Public Records of Hillsborough County. The Plan of Termination is effective only upon recordation or such later date as is specified in the Plan of Termination.

**10.3) Provisions in Plan of Termination.** The Plan of Termination shall specify at a minimum the following matters:

(a) The name and address of the Termination Trustee and the powers of such Trustee.

(b) A date after which the Plan of Termination will be void unless it is recorded before that date.

(c) The interest of the respective unit owners in the Association property, common surplus and other assets of the Association, which shall be the same as the respective undivided interests of the unit owners in the common elements immediately before the termination.

(d) If applicable, the interest of the respective unit owners in any insurance proceeds from the insured property or condemnation proceeds from the taking of common elements which are not used for repair or reconstruction.

(e) If applicable, the interest of the respective unit owners in any proceeds of sale or disposition of the Condominium property. If, pursuant to the Plan of Termination, any Condominium property or real property owned by the Association is to be sold following termination, the Plan of Termination shall provide for the sale and may set forth the minimum terms of the sale.

(f) The Plan of Termination may provide that each unit owner shall retain the exclusive right of possession to the portion of the real estate that formerly constituted the unit, in which event the Plan of Termination shall specify the conditions of possession.

(g) A Plan of Termination may provide that the termination is conditional, in which event the Plan shall specify the conditions for termination. A conditional plan will not vest title in the Termination Trustee unless and until the recordation of both the Plan of Termination and a certificate executed by the Association with the formalities of a deed confirming that the conditions set forth in the conditional Plan of Termination have been satisfied or waived by the requisite percentage of the voting interests and the holders of all liens affecting any of the Condominium parcels.

**10.4) Allocation of Proceeds of Sale or Disposition of Condominium Property.** The proceeds of sale or disposition of the

Condominium property shall be apportioned among the individual units based on the fair market values of the units immediately before the termination, as determined by an independent appraiser licensed as a "state - certified general appraiser" by the State of Florida, selected by the Association or the Termination Trustee. All liens which encumber a unit shall be transferred to the proceeds of sale of the Condominium property attributable to such unit in their same priority. The proceeds of any sale or disposition of the Condominium property pursuant to a Plan of Termination shall not be deemed to be common surplus or Association property.

**10.5) Termination Trustee.** The Termination Trustee shall be the Association unless another person is appointed in the Plan of Termination. In the event that the Association is unable, unwilling or fails to act as the Termination Trustee, any unit owner may petition a court of competent jurisdiction to appoint a Termination Trustee.

**10.6) Title Vested in Termination Trustee.** Upon recordation of the Plan of Termination or such later date or act as is specified in the Plan of Termination, all unit owners shall automatically be divested of legal title to their respective units and the Termination Trustee named in the Plan of Termination shall automatically become vested with legal title to the Condominium property without need for further conveyance. In the event the Association is not the Termination Trustee, the Association shall transfer the Association property, if any, to the Termination Trustee. The unit owners shall thereafter become the beneficiaries of proceeds realized from the Plan of Termination, if any. Each lien encumbering a unit shall be automatically transferred to the beneficial interest in the former Condominium property and Association property attributable to the unit encumbered by the lien, with the same priority.

**10.7) Powers of the Termination Trustee.** Unless prohibited by the Plan of Termination, the Termination Trustee shall be vested with those powers as are given to the Board of Directors pursuant to the Declaration, Articles of Incorporation, Bylaws and the Condominium Act. If the Association is not the Termination Trustee, then the Termination Trustee's powers shall be co-extensive with those of the Association to the extent not prohibited in the Plan of Termination. If the Association is being dissolved, then the Termination Trustee shall also have such other powers which may be necessary to wind up the affairs of the Association.

**10.8) Notice.**

**(a) Prior to Approval.** Not less than thirty (30) days prior to the date a Plan of Termination will be considered by the unit owners for approval, the Association shall deliver by certified mail, return receipt requested, to all unit owners a notice of the Plan of Termination together with a copy of the proposed plan of termination and a written consent or joinder. The Association shall deliver to each unit owner the copy of said proposed plan of termination prior to or simultaneously with the solicitation of any unit owner's execution of, joinder in or consent to the proposed plan of termination at the unit owner's last address of record with the Association in the same manner as required by the Bylaws for notices of annual meetings. The officer of the Association, or other person providing notice of the proposed plan of termination and the solicitation of the unit owner's joinder or consent shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the proposed plan of termination and solicitation were provided in accordance with this provision.

**(b) After Recording.** Within thirty (30) days after a Plan of Termination has been recorded, the Termination Trustee shall deliver by certified mail, return receipt requested, a notice to all unit owners, the lienors of the Condominium property and the lienors of all units, at their last known addresses. The notice shall state that a Plan of Termination has been recorded and provide the official records book and page number of the Public Records where the Plan of Termination was recorded, and shall further state that a copy of the Plan of Termination shall be furnished upon written request.

**(c) To the Division.** The Termination Trustee shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes within thirty (30) days after the effective date of the Plan of Termination of the date and county in which the Plan of Termination was recorded and the official records book and page number of the Public Records where the Plan of Termination was recorded, and shall provide the Division with a copy of the recorded Plan of Termination, certified by the clerk of the circuit court for Hillsborough County.

**10.9) Distribution.** Following termination of the Condominium, the Condominium property, together with Association property, common surplus and other assets of the Association, shall be held by the Termination Trustee, as trustee for unit

owners and holders of liens on the units in their order of priority.

**(a) Notice of Estimated Amount.** Not less than thirty (30) days prior to the first distribution, the Termination Trustee shall deliver by certified mail, return receipt requested, a notice to all unit owners, lienors of the Condominium property and the lienors of each unit at their last known addresses a good faith estimate of the amount of the distributions to lienors of the Condominium property and to the unit owners and lienors of the respective units and the procedures and deadline for notifying the Termination Trustee of any objections thereto, which deadline shall be not less than fifteen (15) days after the date of mailing of the notice. The notice of estimated distribution may be sent simultaneously with or subsequent to the notice required pursuant to subsection 10.8(b). In the event a unit owner or lienor files a timely objection with the Termination Trustee, then the Termination Trustee is excused from distribution of the amounts and property allocated to such unit owner and the lienors of such unit until the Termination Trustee has had a reasonable time to ascertain the validity of the adverse claims. In the alternative, the Termination Trustee shall have the right to interplead such unit owner, lienors of such unit and any other person having or claiming to have an interest in the unit whenever there is a dispute as to the amounts due them. The Termination Trustee shall deposit the funds allocated to such unit in the registry of the circuit court for Hillsborough County and effective upon such deposit the Condominium property, Association property, common surplus and other assets of the Association shall be free of all claims and liens of the parties to the suit as to the subject unit. In any interpleader action by a Termination Trustee regarding a dispute by a unit owner or lienor as to the amounts due, the Termination Trustee and prevailing party are entitled to recover reasonable attorney's fees, including appellate attorney's fees should an appeal be taken, and all costs.

**(b) Priority.** Any insurance proceeds from the insured property or condemnation proceeds from the taking of common elements or Association property which are not used for repair or reconstruction, any proceeds of any sale of Condominium property or Association property, any Condominium property or Association property not sold, and common surplus and any other assets of the Association, shall be distributed in the following priority:

(1) costs of carrying out the Plan of Termination, including demolition, removal and disposal fees, Termination

Trustee's fees and costs, accounting fees and costs, and attorney's fees and costs;

(2) liens recorded prior to recordation of the Declaration;

(3) liens of the Association, which have been consented to as provided by Section 718.121(1) of the Condominium Act;

(4) creditors of the Association, as their interests may appear;

(5) to each unit owner, the share of the insurance proceeds from the insured property or condemnation proceeds from the taking of common elements specified in Section 5.3(a) of this Declaration, which are not used for repair or reconstruction, subject to satisfaction of liens on each unit in their order of priority, unless objected to by a unit owner or lienor;

(6) to each unit owner, the share of the proceeds of any sale of Condominium property allocated to its unit in the Plan of Termination, subject to satisfaction of liens on each unit in their order of priority, unless objected to by a unit owner or lienor;

(7) to each unit owner, the share of the remaining Condominium property allocated to its unit in the Plan of Termination, subject to satisfaction of liens on each unit in their order of priority unless objected to by a unit owner or a lienor; and

(8) to each unit owner, the undivided interest in the common elements appurtenant to such unit, the proceeds of any sale of Association property, the remaining Association property, common surplus and other assets of the Association, subject to satisfaction of liens on each unit in their order of priority unless objected to by a unit owner or a lienor.

**(c) Form of Payment.** Distribution may be made either in money, in property or in securities and either in installments from time to time or as a whole, if this can be done fairly and proportionately and in conformity with the Plan of Termination and shall be made as soon as reasonably consistent with the beneficial liquidation of the assets.

**10.10) Wind-up of Association Affairs.** The termination of the Condominium shall not, by itself, terminate the Association.

The former unit owners and their successors and assigns shall continue to be members of the Association and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted by this Declaration, the Articles of Incorporation, Bylaws, and the Condominium Act to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this Section.

**10.11) Trustee's Powers and Duties.** The Termination Trustee shall hold legal title to the Condominium property and Association property or both, as a trustee for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear, with full power and authority to deal with, to protect, conserve, sell, manage, encumber and otherwise dispose of all real and personal property which was formerly the Condominium property or Association property, or interest therein or any part thereof. If the former unit owners approve a sale of the Condominium property or Association property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the purchaser(s) and to distribute the proceeds in accordance with the provisions of this Article. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee, as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium property and Association property, and shall constitute a lien on the Condominium property or Association property superior to any other lien. The Termination Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or willful misconduct of the Termination Trustee.

**10.12) Post Termination Obligations.** Unless otherwise specified in the Plan of Termination, as long as the Termination Trustee shall hold legal tile to the Condominium property, each unit owner and the unit owner's successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted the unit. During the period of that occupancy, each unit owner and the unit owner's successors in interest remain liable for all assessments and other obligations imposed on unit owners by the Condominium Act, this Declaration and the Plan of Termination.

**10.13) Reliance.** The Termination Trustee may rely upon the written instructions and information provided to it by the



officers, directors and agents of the Association and shall not be required to inquire beyond such information and instructions.

**10.14) Sale.** If the Plan of Termination has not provided for a sale of the Condominium property or Association property following or in connection with a termination and unit owners holding not less than ninety percent (90%) of those voting interests present in person or by proxy at a duly called meeting of the Association agree to accept an offer for the sale of the Condominium property or Association property or both, the Board of Directors shall notify the Termination Trustee and the Termination Trustee shall complete the transaction. If the unit owners have not authorized a sale of the former Condominium property and Association property within one (1) year after the recording of the Plan of Termination, the Termination Trustee may proceed to sell the Condominium property or Association property without agreement by the Association or the former unit owners. The net proceeds of the sale of any of the Condominium property or Association property or assets of the Condominium or the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear; provided, however, that no payment shall be made to a former unit owner until there first has been paid off out of his share of such net proceeds all liens on his beneficial interest in the order of their priority.

**10.15) New Condominium.** The termination of this Condominium shall not bar creation of another Condominium, including all or any portion of the Condominium property or Association property.

**10.16) Provisions Survive Termination.** The provisions of this Article 10 are covenants running with the Land and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of the Termination Trustee and of maintaining the Condominium property and Association property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium property are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law shall be superior to and take priority over all other liens.

**ARTICLE 11.**

**Use Restrictions**

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

**11.2) Use and Occupancy of Units.**

**(a)** Each of the units shall be occupied only by a single family as defined in Section 3.14, plus its servants and guests, as a residence and for no other purpose. Each unit shall be occupied by no more than the permitted number of occupants as set forth in this Declaration.

**(b)** No unit shall be used for any business or commercial purpose except for limited home office use as permitted herein, which shall be expressly recognized as incidental to residential use and not a nuisance. Limited home office use shall allow the use of a residential unit for personal business activities, including business telephone calls and correspondence and such other business activities authorized in writing by the Board of Directors, provided: (i) such activities inside the unit are not apparent or detectable by sight, sound or smell from outside the unit; (ii) no customers or clients of the business other than residents of the Condominium shall come to the unit for such activities; (iii) no employees of the business shall work at the unit; and (iv) such activities shall comply with all applicable zoning ordinances and regulations. No business solicitation of residents of the Condominium or business use of any list of home or office addresses, email addresses, facsimile or telephone numbers of unit owners or residents shall be permitted under any circumstances. Lessees must meet all of the conditions of this Declaration that apply to a unit occupant.

**11.3) Ownership of Units.**

**(a)** Ownership of units shall be limited to natural persons only, as more particularly described below. No unit shall be owned by a legal entity that is not a natural person, including but not limited to, a corporation, limited liability company, or partnership, or by a natural person who owns a unit in a fiduciary capacity, such as trustee or guardian under a trust or guardianship wholly or partially for the benefit of a legal entity that is not a natural person. However, the Board of Directors shall be entitled to waive the prohibition on ownership of a unit by a non-natural person in the event that all parties in the non-

natural person entity sign a personal guarantee to the Association for all amounts that may be incurred against the Unit.

**(b)** No unit owner shall at any time own more than two (2) units. This provision shall not apply to any owner who acquired title to units prior to the effective date of this provision. This provision shall become effective upon approval by the membership of the Association in the Amended and Restated Declaration and recording of the same in the Public Records of Hillsborough County, Florida.

**(c)** For purposes of the limitations in this Section 11.3, ownership of a unit shall only include: (i) direct ownership by a natural person, individually, of any legal or equitable interest in the unit; (ii) direct ownership by a natural person in a fiduciary capacity, such as trustee or guardian under a trust or guardianship exclusively for the benefit of a natural person or persons; and (iii) indirect ownership by a natural person through another natural person who has direct ownership of the unit in a fiduciary capacity, such as trustee or guardian under a trust or guardianship wholly or partially for the benefit of the natural person who has indirect ownership. Indirect ownership of a unit by a natural person through a legal entity that is not a natural person, such as a corporation, limited liability company, or partnership, shall be prohibited. Further, there shall be no fractional ownership of any unit or units.

**11.4) Pets.**

**(a)** Only common household pets shall be permitted to be kept by the unit owner in each unit and only as provided herein. A guest of an owner or lessee shall be permitted to keep pets in a unit during the guest's temporary residence in the unit, provided that the guest and the guest's pets conform to all the provisions of this Section and that the total number of pets of the owner or lessee and the guest do not exceed the limits of this Section. The term "common household pets" shall be limited to: dogs, cats, fish, birds, and any other pets identified as common household pets in the Rules and Regulations of the Association, as amended from time to time. Any person desiring to keep a pet within the unit, whether said person is an owner, tenant or guest, shall provide the Association with a veterinarian certificate. Said certificate shall provide the current weight of the pet, proof of current vaccinations and any other information required by the Association. Owners of pets shall ensure that they maintain adequate and appropriate insurance to cover all damage and/or personal injuries caused due to the action of their pet. The

Board of Directors shall have the sole and absolute discretion to determine if a pet owner has adequate and appropriate insurance. There shall be no breeding of any animals in any unit, on the condominium property and/or the common elements at any time. The breed of dogs and the number, quantity or size of common household pets in each unit shall be limited as follows for dogs, cats, fish and birds and as specified in the Rules and Regulations for other common household pets:

(1) Dogs and cats shall be limited to no more one (1) dog or (1) cat. All pets shall be limited to a maximum of fifty (50) pounds per pet at maturity.

(2) Except for properly trained and certified service dogs, the following breeds of dogs (pure breeds or one-half or more mixed breed) shall be prohibited: "pit bulls", American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Mastiff, Rottweiler, Doberman pinscher, and any dog mixed one-half or more with one or more of the aforementioned breeds, and any other breeds of dogs identified as prohibited in the Rules and Regulations of the Association.

(3) Fishes shall be permitted, subject to rules and regulations to be adopted by the Board of Directors from time to time. Aquariums shall be limited to a maximum of 25 gallons.

(4) Birds shall be limited to no more than one (1), which shall not exceed five (5) pound each. No chickens or turkeys shall be permitted to be kept anywhere on the condominium property or within any unit.

(5) There shall be no exotic pets kept on the condominium property or within any unit as defined by the Board of Directors in the Rules and Regulations. However, there shall be no snakes kept in any unit or on the condominium property that is either a constrictor or poisonous.

(6) The Board of Directors shall have the authority to adopt Rules and Regulations addressing the number and size of any type of pet kept within a unit.

**(b)** Pets shall never be allowed to run freely on any part of the Condominium property except inside a unit. When outside of a unit, each pet shall be secured by a leash that is hand held, or shall be caged or otherwise secured and in the company of an individual willing and able to fully control it. Pet owners shall

clean up pet waste and shall carry an appropriate container for clean up and disposal of waste.

**(c)** Any unit owner maintaining a pet on the Condominium property shall be fully responsible for, and shall bear the expense of, any damage to person or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and paid by the unit owner or lessee within fifteen (15) days after notice from the Association.

**(d)** All pets shall be kept quiet at all times so as not to disturb the residents. If the Board of Directors determines, in its sole judgment, that any particular pet is a disturbance or a nuisance, it shall have the power to compel the owner thereof to remove said pet from the Condominium property, after notice and a hearing as provided in the Rules and Regulations, notwithstanding the foregoing provisions.

**(e)** The Board of Directors shall be authorized to establish rules and regulations regarding the keeping of pets within the unit and condominium property.

**(f)** The Board of Directors shall have the right to establish a pet deposit in an amount not to exceed two times the current monthly assessment for the unit, which shall be paid by the owner of the pet to the Association at the time the pet is brought on to the condominium property. The purpose of this deposit shall be to offset any damage to the common elements or Association property caused by any pet. The Association shall keep all pet deposits in a separate account and all claims against a pet deposit shall be governed by Chapter 83 of the Florida Statutes.

**(g)** The unit owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other unit owners by barking or otherwise, the unit owner thereof must cause the problem to be corrected. If it is not corrected, the unit owner, upon written notice by the Association, will be required to remove the animal. Owners of pets shall ensure that they maintain adequate and appropriate insurance to cover all damage and/or personal injuries caused due to the action of their pet. The Board of Directors shall have the sole and absolute discretion to determine if a pet owner has adequate and appropriate insurance.

**11.5) Nuisances.** No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an annoyance or nuisance to the residents of the other units, including but not limited to making or permitting any loud or disturbing noises or foul odors, or any other use which would not be consistent with the maintenance of the highest standards for a first class residential condominium. The use of each unit shall be consistent with existing laws and the Condominium documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor shall any fire hazard be 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.

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

**11.7) Use of Common Elements.** Common elements shall not be obstructed, littered, defaced or misused in any manner. In particular, but in no way of limitation, in order to ensure adequate access for safety and fire personnel, all motor vehicles of unit owners, lessees and guests shall be parked in a designated parking space. The parking areas, all sidewalks, walkways, entrances, driveways, passages, vestibules, stairways, corridors, and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisements. Trash shall be disposed of in the appropriate trash container and at no time shall any trash be stored anywhere outside of a unit. No items shall be hung from any unit balcony.

**11.8) Leasing Restrictions.** No unit shall be leased for a period of less than one hundred and eighty (180) days and no unit shall be leased more than twice in a twelve month period, subject to the approval of the Association and additional restrictions as specified in Article 12. No owner may lease his unit during the first twelve (12) months of his ownership of the unit. There shall be no subleasing or subletting of a unit. Lessees must meet

all of the conditions of this Declaration that apply to a unit occupant. No unit may be divided or subdivided into a smaller unit nor any portion thereof be sold or otherwise transferred. The term "lease" shall be defined as regular, exclusive occupancy of a unit by any person other than the owner in exchange for the payment of rent or other consideration; provided, however, leasing shall not include the occupancy of the unit by a member of the immediate family of an owner. However, prior to the commencement of occupancy by such an immediate family member, the owner shall submit to the Association a notice of family occupancy, which shall contain the name, address and relationship of the family member and of all other intended permanent residents of the unit and such other information as may be required by notice form promulgated by the Board of Directors. This includes a background check for said family member(s) as set forth in Article 12. The application shall be fully completed and signed by the unit owner and by the family member. The term "immediate family" shall be defined as the spouse, children, grandchildren, parents, grandparents, and siblings of the unit owner, including step-family members, and their immediate family members.

**11.9) Signs.** No "For Sale" or "For Rent" signs or any other displays or advertising shall be maintained in any part of the common elements, units or resident-owned vehicle. The Association shall not be required to comply with this restriction as it relates to any units owned by the Association.

**11.10) Exterior Appearance.** In order to maintain the architectural integrity of the buildings and improvements to the Condominium property, it is essential that the exterior appearance of the buildings be maintained in accordance with the architectural concepts in the planning of the building. Therefore, no clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any unit or the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. Residents shall not keep any chairs, tables, benches or other articles on any of the common elements. The exterior appearance of the windows, shades, draperies, curtains and glass of the units shall not be allowed to deteriorate to an unsightly condition. Nothing shall be hung or displayed or placed on the outside walls of a unit or the building and no awning, canopy, shade, window guard, curtain, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof or any unit without the prior written approval of the Board of Directors. After approval by the Board of Directors, owners may install hurricane shutters on their

units. Hurricane shutters must conform to the shutter specifications adopted by the Board of Directors as contained in the Rules and Regulations. However, limited hangings on unit doors and windows shall be permitted at certain holiday seasons, which shall be further defined by the Board of Directors. Nothing shall be placed in the storage areas (if any) which would create a fire hazard, is toxic, is corrosive and/or is in the sole and absolute determination of the Board of Director is dangerous to the community. All window coverings shall be white or any other color scheme approved by the Board of Directors.

**11.11) Parking.** The Board of Directors shall adopt rules regarding the parking of vehicles on the condominium property. Further, unit owners shall be entitled to transfer and freely assign parking spaces to another unit owner subject to approval by the Association. However, any transfer or assignment of parking space must be provided to the Association and shall not be valid until such notification is made to the Association. In addition, in the event that any owner shall bring a vehicle powered by electricity, or other alternative fuel source (i.e. hydrogen), the Board of Directors shall be permitted to adopt policies governing the storage and charging of said vehicle. Should any installation, such as a charging station be necessitated, the Board of Directors shall be vested with the sole authority for approving this installation and the installation shall not be considered a material alteration or addition to the common elements and the approval of the membership shall not be required. The Association shall have the ability to lease parking spaces to unit owners and residents.

**11.12) Alterations.** No one will be permitted to alter, change, modify, or add to the exterior of any building or construct anything on or attach or install any fixture to the exterior of any building, without the consent of the Board of Directors of the Association, or to park, store, or keep any tangible personal property item on the common elements without said consent. No one will be permitted to install any window treatments that are deemed by the Board of Directors to be outside of the style, manner and appearance required in the condominium.

**11.13) Rules and Regulations.** Reasonable Rules and Regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the Condominium. The current Rules



and Regulations of the Association are attached hereto as Exhibit XXXX to this Declaration.

**11.14) Flooring Installation or Replacement.** In a second floor unit, no flooring may be installed or replaced, including carpet, tile, marble, wood, vinyl or other hard surfaced flooring material, in any area of the unit except the bathroom, kitchen and porch, without sound-reducing padding or underlayment, as outlined in the Association's flooring specifications in the Rules and Regulations. At least fifteen (15) days prior to installation of flooring, the unit owner shall notify the Association of the proposed installation, including the specifications for the flooring and the padding or underlayment and the installation date. Within fifteen (15) days after receipt of such notice and specifications, the Board of Directors of the Association must either approve or disapprove the proposed installation based on compliance with the Association's flooring specifications in the Rules. On the installation date, the owner shall not permit the new flooring material to be installed until the padding or underlayment has been installed and inspected by the Board of Directors for compliance with the Association's specifications in the Rules. The Board of Directors shall adopt and amend the Association's flooring specifications and further provisions governing sound-reducing padding or underlayment, in the Rules and Regulations.

**11.15) Smoking.** There shall be no smoking on the common elements or condominium property to the extent necessary to ensure compliance with the Florida Clean Air Indoor Act. In addition, occupants of any unit who elect to smoke shall take measures to ensure that smoke from the unit does not traverse into adjacent and adjoining units. The Board of Directors shall be empowered to adopt Rules and Regulations regarding smoking to ensure compliance with this Section.

**11.16) Prohibition on Creation of Condominium within Condominium Unit.** The creation of a condominium within an existing condominium unit shall not be permitted unless approved by a majority of the Board of Directors and seventy-five (75%) of the total voting interests of the Association and all of the lienholders on the condominium units seeking to create the condominium within the existing condominium unit. Further, the creation of timeshare estates or fractional ownership interests in any condominium unit shall not be permitted unless approved by the entire membership of the Association and all lienholders on any condominium unit.

**11.17) Destruction of Property.** Neither unit owners, their family, guests, invitees, employees, nor lessees shall mark, mar, damage, destroy, deface or engrave any part of the condominium property. Unit owners shall be financially responsible for any such damage. Payment shall be made to the Association within thirty (30) days from the date of being invoiced by the Association. Should the Association be required to commence legal action to obtain payment of any invoice, the party responsible for causing the damage shall be obligated to pay all attorneys' fees of the Association, including appellate fees and any attorneys' fees incurred in establishing the reasonableness of the attorneys' fees.

**11.18) Deliveries and Moving.** Unit owners, tenants, guests, invitee and occupants shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. Moving and deliveries shall only be allowed between the hours of 8:00 a.m. and 9:00 p.m. daily. The moving into and out of any unit shall be scheduled and coordinated with the Association or its designated agent.

**11.19) Trash.** All refuse, waste, bottles, cans, garbage, etc., shall be securely wrapped in plastic bags and placed in the appropriate collection containers. There shall be no disposal of furniture and/or construction/remodeling waste, rubbish, trash and/or debris. Only household trash, as determined by the Board of Directors, may be disposed of in the collection containers provided by the Association.

**11.20) Hurricane Preparation.** Each unit owner who plans to be absent from his or her unit during the hurricane season must prepare his unit prior to departure by:

1. Removing all furniture and plants from his or her balcony.

2. Designating a responsible firm or individual to care for his or her unit during their absence in the event that the unit should suffer hurricane damage. Each unit owner shall furnish the manager with the name all requested contact and identifying information of such firm or individual.

Unit owners shall not install hurricane or storm shutters without the prior approval of the Board of Directors. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other

times. The Board of Directors shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, rules and regulations regarding design, color, location and use thereof. The installation replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

**11.21) Motor Vehicles.** No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees and families shall obey the parking regulations posed at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain parked within the Condominium property for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium property. Washing and waxing of motor vehicles shall be limited to such areas, if any designated by the Association for the cleaning of motor vehicles. The Association, through its Board of Director may adopt reasonable rules and regulations governing the parking of vehicles on the Condominium property.

Each parking space may be used only by the unit owner or the lessee of such unit, except when the unit owner has given written permission for use (copy to Association) by another unit owner, lessee or guest. No unit owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park his vehicle in any parking space other than the parking unit assigned to such unit owners. All vehicles shall be parked within the painted lines and pulled close to the bumper. As a security measure, all automobile doors should be locked.

In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal, where designated by the Association on the vehicle, while within the Condominium property. Payment for any damage caused by any person to the parking areas and/or access gate(s) shall be made to the Association within thirty (30) days from the date of being invoiced by the Association. Should the Association be required to commence legal action to obtain payment of any invoice, the party responsible for causing the damage shall be obligated to pay

all attorneys' fees of the Association, including appellate fees and any attorneys' fees incurred in establishing the reasonableness of the attorneys' fees.

Trucks, vans campers, recreational vehicles, boats, jet skis, trailers, motorcycles may not be parked on the Condominium property without prior approval of the Association. Work or commercial vehicles, as defined by the Association in its Rules and Regulations, shall be prohibited from parking anywhere on the condominium property with the exception of deliveries and service or repair work.

**11.22) Facilities.** The facilities of the Condominium are for the exclusive use of unit owners, their family members, guests, invitees, employees and lessees. Any damage to the building, or to the common elements or equipment caused by any unit owner, their family members, guests, employees and lessees, shall be repaired at the expense of the responsible unit owner. Payment of any damage to the building, or the common element or equipment shall be made to the Association within thirty (30) days from the date of being invoiced by the Association. Should the Association be required to commence legal action to obtain payment of any invoice, the party responsible for causing the damage shall be obligated to pay all attorneys' fees of the Association, including appellate fees and any attorneys' fees incurred in establishing the reasonableness of the attorneys' fees.

## **ARTICLE 12.**

### **Maintenance of Community Interests**

**12.1) Maintenance of Community Interests.** In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of ownership or possession of each unit by the owner and the permanent residency of each unit shall be subject to the following provisions so long as the Condominium exists and the units in useful condition exist upon the Land, which provisions each unit owner covenants to observe.

**12.2) Transfers and Permanent Residency Subject to Approval.** The following transfers of units and permanent residency in units shall be subject to approval:

(a) **Sale.** No unit owner may transfer ownership of his unit or any interest therein by sale without the approval of the Association.

(b) **Lease.** No unit owner may transfer possession of his unit by lease without the approval of the Association.

(c) **Gift, Devise or Inheritance.** If any unit owner shall acquire title to his unit by gift, devise or inheritance or other means of transfer not herein set forth, the continuance of his ownership shall be subject to approval of the Association.

(d) **Permanent Residency Separate From Sale, Lease, Gift, Devise or Inheritance, or Other Transfer.** No unit owner may allow any permanent residency of his unit separate from the sale, lease, gift, devise or inheritance, or other transfer of the unit, without the approval of the Association.

**12.3) Notice to Association of Transfer of Unit.**

(a) **Sale.** A unit owner intending to make a bona fide sale of his unit or any interest therein shall submit to the Association an Application for Sale in the form provided by the Association. The Application for Sale shall be fully completed and signed by the unit owner and the intended purchaser. The Application shall include the names and addresses of the intended purchaser and all other intended permanent residents of the unit and such other information concerning the intended purchaser and permanent residents as the Association may reasonably require. The Application shall be accompanied by an executed copy of the contract for sale and payment of the transfer fee. The Association shall also require a personal interview with the intended purchaser.

(b) **Lease.** Prior to the lease of any Unit, the Owner shall submit to the Association an application for such approval, which shall contain the name and address of the intended lessee and of all other intended permanent occupants of the Unit and such other information as may be required by application forms promulgated by the Board of Directors. The application shall be fully completed and signed by the Unit Owner and by the intended lessee. The application shall be accompanied by an executed copy of the lease agreement and payment of the application fee. The Board shall have the power to make and enforce reasonable rules and regulations regarding leasing of Units and to levy fines in accordance with the Declaration and Bylaws in order to enforce the provisions of this paragraph and of the rules and/or regulations

issued pursuant to this paragraph. In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited. In addition, in connection with the review of each application and possible disapproval of a proposed lease for good cause, the Association shall obtain from the unit owner and the intended tenant(s) verification of the source of income to the tenant(s) or the owner for payment of the rent and shall have the right to disapprove the proposed lease if the source of income includes a Section 8 voucher or any other similar federal or state payment to the unit owner or the intended tenant(s).

(1) "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner in exchange for the payment of rent or other consideration; provided, however, Leasing shall not include the occupancy of the Unit by a member of the immediate family of an Owner. However, prior to the commencement of occupancy by such an immediate family member, the Owner shall submit to the Association a notice of family occupancy, which shall contain the name, address and relationship of the family member and of all other intended permanent occupants of the Unit and such other information as may be required by notice form promulgated by the Board of Directors. The application shall be fully completed and signed by the Unit Owner and by the family member. "Immediate Family," for the purposes of this Declaration, is defined as the spouse, children, grandchildren, parents, grandparents, and siblings of the Unit Owner, including step-family members, and their immediate family members.

(2) Units may be leased only in their entirety; no fraction or portion may be leased. All leases shall be in writing. The Board may maintain and, upon request, provide a form of lease which is deemed acceptable. There shall be no subleasing of Units or assignment of leases. All leases must be for an initial term of not less than twelve (12) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship; provided that no Unit shall be leased more than twice in a calendar year. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Notwithstanding the above, this subparagraph shall not apply to the leasing of Units owned by the Association. No unit owner may transfer possession or otherwise dispose of a unit or any interest therein by lease without approval of the Board of

Directors of the Association, except to another unit owner. The Board's approval of a lease shall also be conditioned upon the following:

(a) Each unit owner who acquires a unit on or after the date of recording of the Amended and Restated Declaration in the Public Records shall be required to own and occupy that unit for a period of at least one (1) year before the owner may lease the unit for the first time after obtaining the approval of the Board of Directors.

(b) Effective on the date of recording of the Amended and Restated Declaration, each current unit owner who acquired a unit prior to the date of recording of this amendment and who consents to this amendment shall be required to own and occupy that unit for a period of at least one (1) year before the owner may lease the unit thereafter upon obtaining approval from the Board of Directors. This one (1) year ownership and occupancy period of a current, consenting owner may occur entirely before, entirely after, or partially before and partially after the date of recording of this amendment.

(c) Each current unit owner who acquired a unit prior to the date of recording of the Amended and Restated Declaration, and who does not consent to the Amended and Restated Declaration, shall be entitled thereafter to lease that unit without owning and occupying the unit for a period of at least one (1) year. A list of units owned by current unit owners who have not consented to this amendment as of the date of recording of the Amended and Restated Declaration shall be kept by the Association.

(d) For a unit owned by more than one owner, the one (1) year ownership and occupancy requirement may be satisfied by any owner of the unit occupying the unit for a period of at least one (1) year before leasing. Any owner who leases a unit must obtain the prior approval of the Association as required.

**(c) Gift, Devise or Inheritance; Other Transfers.** A unit owner intending to make a bona fide gift of his unit or any interest therein and a unit owner who has acquired title to his unit or any interest therein by devise or inheritance, or by any other manner not heretofore considered, shall submit to the Association an Application for Ownership in the form provided by the Association. The Application for Ownership shall be fully completed and signed by the unit owner and the intended donee for a gift transfer or by the acquiring unit owner for a devise or inheritance or other transfer. The Application shall include the

names and addresses of the intended donee or the acquiring unit owner and all other intended permanent residents of the unit and such other information concerning the intended donee or the acquiring unit owner and permanent residents as the Association may reasonably require. The Application shall be accompanied by a certified copy of the instrument evidencing the acquiring unit owner's title for devise or inheritance and payment of the transfer fee for all transfers including a gift transfer. The Association shall also require a personal interview with the intended donee or the acquiring unit owner.

**(d) Permanent Residency Separate From Sale, Lease, Gift, Devise or Inheritance, or Other Transfer.** A unit owner intending to allow permanent residency of his unit separate from the sale, lease, gift, devise or inheritance, or other transfer of the unit shall submit to the Association an Application for Permanent Residency in the form provided by the Association. The Application for Permanent Residency shall be fully completed and signed by the unit owner and the intended permanent resident. The Application shall include the names and addresses of the intended permanent resident and all other intended permanent residents of the unit who have not been previously approved by the Association and such other information concerning the intended permanent residents as the Association may reasonably require. The Application shall be accompanied by payment of the transfer fee. The Association shall also require a personal interview with the intended permanent resident.

**(e) Failure to Give Notice.** If the completed and signed Application specified herein and other required information is not submitted to the Association along with related documents and the transfer fee, then at any time after receiving knowledge of the transfer of ownership or possession of a unit or the permanent residency of a unit, the Association at its election and without notice may approve or disapprove the transfer or permanent residency. If the Association disapproves the transfer or permanent residency, the Association shall proceed as if it had received the required notice on the date of such disapproval.

**(f) Transfer Fee.** The Association shall charge a transfer fee as may from time to time be fixed and determined by the Board of Directors, not to exceed the maximum amount allowed by the Condominium Act, in connection with the sale, lease, gift, devise or inheritance, or other transfer of a unit.

**(g) Application Review.** In connection with the review of each Application by the Board of Directors of the Association and



possible disapproval of the proposed transfer for good cause, the Association shall obtain any combination of reports relating to the credit history, residential history (rental or ownership), employment history, criminal history, and court records of the intended purchaser, the intended lessee, the intended donee, the acquiring unit owner, and all other intended permanent residents of the unit, as applicable. The Board of Directors shall specify the reasons for disapprovals of proposed transfers for good cause in the Rules and Regulations.

**12.4) Approval of Transfer of Unit.**

**(a) Sale.** If the proposed transfer is a sale, then within fifteen (15) days after receipt of the completed and signed Application for Sale along with an executed copy of the contract for sale, any other required information by the Association and the transfer fee, the Board of Directors of the Association shall either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the President, Vice-President or managing agent of the Association in recordable form, which shall be delivered to the unit owner (seller) and recorded in the Public Records of Hillsborough County, Florida.

**(b) Lease.** If the proposed transfer is a lease, then within fifteen (15) days after receipt of the completed and signed Application for Lease along with an executed copy of the lease, any other information required and the transfer fee, the Board of Directors of the Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the President, Vice-President, or managing agent of the Association in non-recordable form, which shall be delivered to the unit owner (lessor).

**(c) Gift, Devise or Inheritance; Other Transfers.** If the proposed transfer is a gift or if a unit owner has acquired his title by devise or inheritance or by other transfer, then within fifteen (15) days after receipt of the completed and signed Application for Ownership along with a certified copy of the instrument evidencing the owner's title for devise or inheritance or other transfer, and the transfer fee, the Board of Directors of the Association must either approve or disapprove the gift transfer or the continuance of the unit owner's ownership of his unit for devise or inheritance or other transfer. If approved, the approval shall be stated in a certificate executed by the President, Vice-President, or managing agent of the Association in

recordable form, which shall be delivered to the unit owner and recorded in the Public Records of Hillsborough County, Florida.

(d) **Permanent Residency Separate From Sale, Lease, Gift, Devise or Inheritance, or Other Transfer.** For the proposed permanent residency of a unit separate from the sale, lease, gift, devise or inheritance, or other transfer of the unit, then within fifteen (15) days after receipt of the completed and signed Application for Permanent Residency along with any other information required and the transfer fee, the Board of Directors of the Association must either approve or disapprove the proposed permanent residency. If approved, the approval shall be stated in a certificate executed by the President, Vice-President, or managing agent of the Association in non-recordable form, which shall be delivered to the unit owner.

**12.5) Disapproval by Association.** If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of as follows:

(a) **Sale.** If the proposed transfer is a sale, then within fifteen (15) days after receipt of the completed and signed Application for Sale along with an executed copy of the contract for sale, any other required information and the transfer fee, the Board of Directors shall deliver or mail, by certified or registered mail to the unit owner either: (i) a notice indicating that the disapproval is for good cause, in which case the cause for disapproval shall also be specified and the sale shall not be closed, or (ii) an agreement to purchase by a purchaser approved by the Board of Directors who will purchase and to whom the unit owner shall sell the unit on the following terms:

(1) At the option of the approved purchaser, as specified in the agreement, the price to be paid shall be that in the disapproved contract for sale or shall be the fair market value determined by two (2) appraisers appointed by the unit owner and the approved purchaser, respectively, who shall base their determination upon the average of the appraisals of the unit. A judgment of specific performance of the sale upon the determination made by the appraisers may be entered in any court of competent jurisdiction. The expense of the appraisers shall be paid by the approved purchaser.

(2) If the approved purchaser shall elect to purchase at the price stated in the disapproved contract, the purchase price shall be paid in the manner and subject to the conditions of such contract. If the approved purchaser shall elect to purchase

at the fair market value determined by two (2) appraisers, the purchase price shall be paid in cash.

(3) The sale shall be closed within forty-five (45) days after the delivery or mailing of said agreement to purchase, or within forty-five (45) days after the determination of the sale price if such is made by two (2) appraisers, whichever is later.

(4) If, after being obligated to do so, the Association shall fail to provide a purchaser for the unit in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transfer shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

**(b) Lease.** If the proposed transfer is a lease, then within fifteen (15) days after receipt of the completed and signed Application for Lease, along with an executed copy of the Lease, the application fee set by the Board of Directors and any other information required by the Board of Directors, the Board of Directors shall mail to the unit owner a notice indicating that the disapproval is for good cause, in which case the cause for disapproval shall also be specified and the lease shall not be made.

**(c) Gift, Devise or Inheritance; Other Transfers.** If the proposed transfer is a gift or if a unit owner has acquired his title by devise or inheritance or by other transfer, then within fifteen (15) days after receipt of the completed and signed Application for Ownership along with a certified copy of the instrument evidencing the owner's title for the devise or inheritance or other transfer, and the transfer fee, the Board of Directors shall deliver or mail by certified or registered mail to the unit owner either (i) a notice indicating that disapproval is for good cause, in which case the cause for disapproval shall also be specified and the unit shall be sold by the owner to an approved purchaser procured by the owner, or (ii) an agreement to purchase by a purchaser who will purchase and to whom the unit owner shall sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the owner and the approved purchaser within forty-five (45) days from the delivery or mailing of the agreement to purchase, or in the absence of agreement as to price, it shall be determined by two (2) appraisers appointed by the owner and approved by the purchaser, respectively, who shall

base their determination upon the average of their appraisals of the unit. A judgment of specific performance of the sale upon the determination made by the appraisers may be entered in any court of competent jurisdiction. The expense of the appraisers shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within forty-five (45) days after the determination of the sale price.

(4) If, after being obligated to do so, the Association shall fail to provide a purchaser for the unit in the manner provided, or if a purchaser furnished by the Association shall default on his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere required.

**(d) Permanent Residency Separate From Sale, Lease, Gift, Devise or Inheritance, or Other Transfer.** For the proposed permanent residency of a unit, as defined in this Declaration, separate from the sale, lease, gift, devise or inheritance, or other transfer of the unit, the unit owner shall be advised of the disapproval in writing within fifteen (15) days after receipt of the completed and signed Application for Permanent Residency along with any other required information and the transfer fee, and the permanent residency shall not occur.

**12.6) Mortgage.** No unit owner may mortgage his unit or any interest therein without the approval of the Association, except to an Institutional Mortgagee or, at the time of purchase of the unit, to the seller of the unit to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

**12.7) Unauthorized Transactions.** Any sale or mortgage which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**12.8) Compliance with Declaration, Bylaws and Rules and Regulations.** The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with

the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, notice of the violation shall be given to the Owner and the lessee, and a fine may be charged against the Unit in accordance with the Bylaws and this Declaration. Any such fine imposed against a Unit shall not become a lien against the Unit.

Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto, by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law. The Owner hereby delegates and assigns to the Association, after the Board gives notice to the Unit Owner at the last address provided by the Unit Owner to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Prior to eviction of a tenant, the Association shall give the Unit Owner five (5) days notice to allow the Owner to secure compliance from the lessee. If the lessee does not cure the violation within such time period, the Board may commence eviction proceedings. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be billed to the Owner and shall bear interest at the highest rate permitted by law from the date expended until paid in full.

**12.9) Use of Common Elements.** The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

**12.10) Continuing Liability.** The liability of the Unit Owner under this Declaration shall continue, notwithstanding the fact that the Unit Owner may have leased said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation, the Bylaws, and the Management Agreement, if any, as well as the provisions of the Act.

**12.11) Association as Attorney-in-fact.** The Association shall have the right to appoint the Association to serve as the owner's attorney-in-fact, if the owner becomes delinquent in payment of any assessments, whether monthly or special, or other sums due to the Association in excess of thirty (30) days, which shall include the right of the Association, after written notice to the owner and the tenant, to demand and receive from the tenant the entire amount of rent and other charges due under the lease for the remainder of the lease term and to deduct from such rent and other charges all assessments or other sums due to the Association, including any interest, late fees, attorney's fees and costs of collection, and to remit the balance to the owner.

All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

Each lease shall set forth the name, address, and telephone number of the Unit's Owner and of the tenant and all other persons occupying the Unit; the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Unit. The Association shall have the right to require a security deposit from an owner desiring to lease their unit equal to one months' rent. The security deposit shall be held by the Association in an escrow account for the purpose of covering any damage caused to the common elements or association property by the tenant(s) and/or their guests. Payment of interest, claims against the deposit, refunds and disputes regarding this provision shall be governed by and handled in the same fashion as provided in part II of Chapter 83 of the Florida Statutes.

There shall be no subleasing of units at any time. Owners shall not permit their tenant to sublease at any time during the term of the lease agreement and any subleasing of a unit shall be deemed automatically void. Notwithstanding the Association's ability to take legal action for violations of its governing documents and the requirement of the non-prevailing party to pay the prevailing parties' attorneys fees and costs, the owner of the unit that is being subleased shall be liable for all attorneys fees and costs incurred by the Association in enforcing this restriction.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third party beneficiary of all leases of Units, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner, including the authority to evict tenants from a unit for continued failure to comply with any of the Association's restrictions contained within the governing documents. The Association shall provide prior notice to the owner of the unit where the Association is seeking to evict the tenant. Such notice shall notify the owner of the violation(s) and provide the owner, an opportunity to cure the violation(s) and a date by when the violation(s) are to be cured. If the violation(s) are not cured to the satisfaction of the Board of Directors by the date set forth in the notice to the owner, then the Association shall have the right to commence eviction proceedings against the tenant(s). The owner of the unit shall be liable for all attorneys' fees and costs incurred by the Association during any eviction proceeding regardless of whether or not the tenant is evicted or another alternative agreement is reached between the Association and the owner(s). Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Unit, hereby covenants and agrees with the Association and all other Owners of Units in the Community, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased Unit, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The

Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant

**12.12) Transfer Fee and Deposits:** The Association shall charge a transfer fee in connection with the transfer of ownership or possession of a unit or any interest therein, in an amount to be determined from time to time by the Board of Directors. The Board of Directors shall have the right to require a prospective lessee to place a security deposit of one (1) month's rent into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or association property. Payment of interest, claims against the security deposit, refunds and disputes shall be governed in accordance with the Florida Statutes.

**12.13) Personal Interview:** By signing the application, the intended purchaser, lessee, or transferee agrees to attend a personal interview with the Board or its duly authorized officer, agent, or committee, in the event a personal interview is requested.

**12.14) Failure To Provide Notice:** Failure of a Unit Owner to provide to the Association a fully completed and signed application and any other required information, the application fee, and the contract, lease or other transfer instrument, shall be deemed a breach hereof, and any sale, lease, gift, devise, inheritance, or other transfer of the Unit in contravention of this Paragraph shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee.

## **ARTICLE 13.**

### **Compliance and Default**

**13.1) Compliance and Default.** Each unit owner shall be governed by and shall comply with the terms of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, as amended from time to time. Failure of a unit owner to comply therewith shall entitle the Association or other unit owners to relief hereinafter provided, in addition to the remedies provided by the Condominium Act.



**13.2) 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 guests, employees, agents or lessees. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

**13.3) Costs and Attorneys Fees.** In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the Bylaws or the Rules and Regulations, as amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court, including appellate fees should an appeal be taken.

**13.4) 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, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, shall not constitute a waiver of the right to do thereafter.

**13.5) Alternative Dispute Resolution.** Any qualifying disputes between the Association and unit owners shall be first submitted to alternative dispute resolution as may be required in Section 718.1255 of the Condominium Act. Unless specifically prohibited, all qualifying disputes shall be submitted to pre-suit mediation regardless of whether the Association or the unit owner is the filing party. This provision shall not apply to issues that primarily involve title to any unit or common element; the interpretation or enforcement of any warranty; the levy of a fee or assessment, or the collection of an assessment levied against a party; the eviction or other removal of a tenant from a unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to a unit based upon the alleged failure of the association to maintain the common elements or condominium property.

**13.6) Election of Remedies.** All rights, remedies and privileges granted to the Association or unit owners under the law and the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude a party from exercising such other and additional rights, remedies or privileges as may be available under the law or the Condominium documents.

**ARTICLE 14.**

**Amendments**

**14.1) Amendments.** Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the manner hereinafter set forth.

**14.2) Notice.** The subject matter of a proposed amendment shall be included in the notice of the membership meeting at which the proposed amendment is to be considered. Additionally, any member of the Association shall have the right to inform the Association that the member desires to receive all notices of amendments in electronic distribution format. Any electronic distribution of notices of amendments shall comply with the electronic notice of meeting procedure set forth in the Association's Bylaws.

**14.3) Resolution of Adoption.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association, acting upon a vote of the majority of the Directors, or by unit owners holding not less than one-third (1/3) of the eligible voters of the entire membership of the Association, whether meeting as members or by instrument in writing signed by them. Members not present to vote in person at the meeting considering the amendment may express their approval or disapproval by limited proxy, provided such proxy is delivered to the Secretary or designated agent at or prior to the meeting, or, if the meeting is adjourned for any reason, at or prior to the reconvened meeting. Except as elsewhere provided, such approvals of the proposed amendment must be by unit owners holding not less than sixty percent (60%) of the eligible voters of the members present, either in person or by proxy.

**14.4) Proviso.** Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or groups of units unless the unit owners so affected shall consent; and no amendment shall change the size of any unit nor the share in the common elements appurtenant to it, nor change the owner's share of the common expenses, unless the record owners of all the units and all record owners of liens thereon shall join in the execution of the amendment.

**14.5) 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 with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Hillsborough County, Florida.

**ARTICLE 15.**

**Condemnation**

**15.1) Deposit of Awards with Association.** The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even if the awards may be payable to unit owners, individually, all unit owners shall deposit their awards with the Association, and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of his award shall be set off against any sums payable to that owner.

**15.2) Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether the Condominium will be terminated. However, in no event shall the Condominium continue in the event that there is only one unit remaining in the Condominium. In the event that there is only one non-condemned unit in the Condominium, and the condemned units cannot be made habitable, then the Condominium shall terminate pursuant to Article 10 herein.

**15.3) Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be common surplus and shall be owned and distributed in the manner provided when the Condominium is terminated. If the Condominium is not terminated after condemnation, but the size of the Condominium is reduced, the owners of the condemned units, if any, will be made whole, and any property damage by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

**15.4) Association as Agent.** The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

**15.5) Taking of Common Elements.** Awards for the taking of common elements only shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements.

**15.6) Amendment of Declaration.** Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration and, if appropriate, its Exhibits. Approval of or joinder by lien holders is not required for any such amendment.

## **ARTICLE 16.**

### **Rights of First Mortgagees**

**16.1) Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

**16.2) First Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a Condominium parcel as a result of a foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the liability of the first mortgagee for the unpaid common expenses or assessments attributable to the Condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the first mortgagee's acquisition of title, shall be limited to the amount the first mortgagee is required to pay under the Condominium Act, as it may be amended from time to time. No acquirer of title to a Condominium parcel by foreclosure, or by deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

## **ARTICLE 17.**

### **Miscellaneous**

**17.1) Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules

and Regulations of the Association shall not affect the validity of the remaining portions thereof.

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

**17.3) Conflicts.** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

**17.4) Exhibits.** All Exhibits attached hereto are incorporated herein as if fully set forth in this Declaration.

**17.5) Headings.** The headings used in the Condominium documents are for reference purposes only, and do not constitute substantive matters to be considered in construing the terms and provisions of the Condominium documents.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

In the Presence of:

The Hamptons at Brandon  
Condominium Association, Inc.

By its President, Ben Brown

[Omitted-Two Witnesses  
as to Ben Brown]

By: /s/ Ben Brown  
President

[Omitted-Notary Public acknowledgement as to Ben Brown]

**AMENDED and RESTATED**  
**BYLAWS**  
**OF**  
**THE HAMPTONS AT BRANDON**  
**CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1.**

**IDENTIFICATION**

**1.1) Identity.** The name of the corporation shall be THE HAMPTONS AT BRANDON CONDOMINIUM ASSOCIATION, INC. (the "Association"), a non-profit corporation under the laws of the State of Florida, which was organized for the purpose of operating The Hamptons at Brandon Condominium (the "Condominium"), pursuant to the Florida Condominium Act.

**1.2) Principal Office.** The principal office of the Association shall be at 609 Golden Raintree Place, Tampa, Florida 33510, or at such other place in Hillsborough County, Florida, as the Board of Directors may determine.

**1.3) Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its incorporation, and the words "Florida" and "non-profit corporation". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

**1.4) Definitions.** The terms used herein shall have the same definitions as stated in the Declaration of Condominium of the Condominiums (the "Declaration").

**ARTICLE 2.**

**MEMBERS**

**2.1) Qualification.** The members of the Association shall be the record owners of legal title to the units. In the case of a unit subject to an agreement for deed, the purchaser in possession (equitable owner) shall not be deemed the owner of the unit for the purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing fee simple legal title to the unit in the member. Each new member shall provide to the Association a

recorded copy of such deed or other instrument within thirty (30) days after the date of recording.

**2.2) Voting Rights; Voting Interests.** The owner(s) of each unit shall collectively be entitled to cast one (1) vote. The vote of a unit is not divisible. An owner's right to vote may be denied because of delinquent assessments owed on his unit in accordance with the Florida Condominium Act. If a unit is owned by only one natural person, individually or as trustee, the vote of the unit may be cast by such person. 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. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice-president and attested to by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of a unit. A certificate designating the person entitled to cast the vote of a unit may be revoked by all of the record owners of the unit or by the aforementioned corporate officers, as appropriate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose. If a unit is jointly owned by a husband and wife, they may, but they shall not be required to, designate a voting member. Instead, either the husband or the wife may cast the vote of their unit, just as though he or she owned the unit individually. However, if the husband and the wife are both 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. As stated previously in this Section, the vote of a unit is not divisible.

**2.3) Suspension of Voting Rights.** If a unit owner is delinquent for more than 90 days in paying any monetary obligation due to the association, the association may suspend the voting rights of the member or members until the monetary obligation is paid in full. Upon suspension of the voting rights by the Association, no vote shall be cast for the Unit and the Unit shall not be counted towards the quorum requirement, the amendment requirement or any other requirement that is based on the total number of voting interests. Any unit owner whose voting rights are suspended is considered to be an ineligible voter. This provision shall in no way limit the ability of the Association to suspend the rights of any member as otherwise provided in the Florida Condominium Act.

**2.4) Approval or Disapproval of Matters.** Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

**2.5) Change of Membership.** A change of membership in the Association shall be established by the new member's membership becoming effective as provided in Section 2.1 above and the membership of the prior owner shall thereby be automatically terminated.

**2.6) Termination of Membership.** The termination of membership in the Association does not relieve or release any former member from liability for any obligation incurred under or in any way connected with the Condominium during the period of his 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 3.

#### MEETINGS OF MEMBERS

**3.1) Annual Meeting.** There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held when convenient, at a place and time designated by the Board of Directors, for the purpose of voting on the waiver of compiled, reviewed or audited financial statements for the current year, electing Directors, and transacting any other business authorized to be transacted by the members.

**3.2) Special Meetings.** Special meetings of the members shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by the officers upon receipt of a written request from eligible voters entitled to cast one-third (1/3) of the votes of the entire membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the members making the request. Business at any special meeting shall be limited to the items specified in the request and contained in the notice of meeting.

**3.3) Notice of Meetings.** Notice of all meetings of the members, including annual meetings, shall state the time, date and place of the meeting and include an agenda. Such notice shall be mailed to each member at his address as it appears in the records of the



Association, or may be furnished by personal delivery. The member bears the responsibility for notifying the Association of any change in address. The notice shall be mailed or delivered and shall be posted in a conspicuous place on the properties of the Condominiums at least fourteen (14) days prior to the date of the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice. However, where the member entitled to vote has notified the Association in writing that the member would like such notices, including notices for annual and special meetings, delivered electronically, then the Association may send the member all subsequent notices via electronic transmission at least fourteen (14) days before such meeting following receipt of the written notification from the member. Delivery of notices via electronic delivery by the Association shall be done in the manner authorized by the member on the written notification provided to the Association (i.e. facsimile, electronic mail or other delivery method provided by the member or authorized by law) to the email address, facsimile number or other electronic delivery contact information provided by the member. The member shall be responsible for providing the Association with current and correct electronic delivery contact information, including updating such electronic delivery contact information. The Association shall maintain records of its electronic delivery to the member (i.e. facsimile confirmation, copy of electronic mail notice) to the member and such records shall serve as proof of providing notice to the member. Notices of meetings may be distributed in any of the formats approved by the Florida Condominium Act in accordance with the provisions contained therein.

**3.4) Notice of Annual Meeting; Special Requirements.** Notice of the annual meeting shall be mailed, delivered or electronically transmitted not less than fourteen (14) days prior to the date of the meeting. Regular mail shall be sufficient. Proof of such mailing or delivery shall be given by an affidavit of the person giving the notice. Notice shall also be posted at least fourteen (14) days prior to the date of the annual meeting in a conspicuous place on the Condominium Property. Notice of the annual meeting may be waived in writing by any person entitled to receive such notice. Notice of the annual meeting may be distributed in any of the formats approved by the Florida Condominium Act in accordance with the provisions contained therein.

**3.5) Quorum.** A quorum at meetings of the members shall be obtained by the presence, either in person or by proxy, of persons entitled to cast at least forty percent (40%) of the eligible voter of the entire membership.

**3.6) Vote Required.** The acts approved by a majority of the eligible votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is required by law or by any provision of the Condominium documents.

**3.7) Proxies.** Any person entitled to attend and vote at a members' meeting may establish his vote by proxy. No proxies of any type may be used for the election of members of the Board of Directors. Limited proxies may be used for votes taken to amend the Condominium documents (including the Declarations, these Bylaws, or the Articles of Incorporation), to waive or reduce reserves and for all other matters for which the Condominium Act requires or permits a vote of the members by such limited proxies. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy or any lawful adjournment of that meeting and must be filed with the Secretary before the appointed time of the meeting or the reconvening of an adjourned meeting. No proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it is given unless a longer time is permitted by law. Holders of proxies need not be members of the Association. The Association may adopt electronic voting in accordance with the requirements of the Florida Condominium Act.

**3.8) Adjourned Meetings.** If any meeting of the members cannot be organized because a quorum is not present or insufficient votes have been cast to meet an extraordinary vote requirement, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required number of votes, is present. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the reconvened meeting. All proxies cast at the adjourned meeting shall remain valid upon the reconvening of the meeting.

**3.9) Presiding Officer.** The presiding officer at meetings of the members shall be the President. In the absence of the President, then the Vice-President shall preside, and in the absence of both, then the Directors present shall designate a Director to preside. Additionally, a majority of Directors may vote to designate a non-Director, such as the Association manager or attorney, as the presiding officer for portions of a meeting.

**3.10) Order of Business.** The order of business at annual meetings of the members, and as far as practical at other meetings of the members, shall be:

- (a) Collection of ballots and appointment of inspectors of election in election of Directors.
- (b) Counting of ballots in election of Directors.
- (c) Calling of the roll and certifying of proxies.
- (d) Proof of notice of meeting or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of officers.
- (g) Reports of committees.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

**3.11) Minutes.** Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

**3.12) Parliamentary Rules.** Robert's Rules of Order (latest edition), or any other format approved by the Board of Directors, shall guide the conduct of meetings of the Association.

**3.13) Remote Voting and Meetings.** Unless otherwise prohibited by law and subject to the restrictions of Florida law, the Board of Directors may authorize and adopt guidelines and procedures to allow members or their proxy holders, who are not physically present at a meeting to participate in the meeting or be deemed to be present in person and vote at the meeting. Board meetings, committee meetings, and membership meetings may be conducted by telephone, real-time videoconferencing, or similar real-time electronic or video communication with notice given as is required pursuant to the Bylaws or the Florida Condominium Act. Notice of meetings may be given by any manner provided by these Bylaws or the Florida Condominium Act, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements, and conspicuous posting on the condominium property or association property or any other means the board deems reasonable under the circumstances. Notice of board and membership decisions also may be communicated as provided in this paragraph. The Association may adopt and provide for an online voting system as authorized by the Florida Condominium Act.

#### **ARTICLE 4.**

#### **BOARD OF DIRECTORS**

**4.1) Powers and Duties.** The affairs of the Association shall be administered by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declarations, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

**4.2) Number and Term of Service.** The affairs of the Association shall be managed by a board of at least three (3) directors and not more than five (5) Directors. Each member of the Board of Directors shall be either the Owner of an unit, have an interest therein or in the event of corporate ownership, any officer or designated agent thereof. The term of office for each member of the Board of Directors shall be for an initial term of two (2) years. However, to ensure staggered terms among the members of the Board of Directors, the three candidates receiving the highest vote total in the 2020 election shall serve a term for two (2) years. The remaining two (2) candidates shall serve an initial term of one (1) year. Following the expiration of the initial one (1) year term, the term for all members of the Board of Directors shall be for two (2) years. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in Section 4.5 below, or in the case of a vacancy, as provided in Section 4.4 below. The term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. Any Director who misses three (3) consecutive meetings of the Board of Directors shall no longer qualify as a Director and shall vacate his position as a Director. Such vacancy shall be filled by a vote of the remaining Directors. Notwithstanding the foregoing, the Board of Directors shall have the right to waive this requirement based on documented hardship such as a medical illness preventing the attendance of a Director at three (3) consecutive meetings of the Board of Directors.

**4.3) Election of Directors.** Elections of Directors shall be held at the annual meeting of the members, except as herein provided to the contrary. Not less than sixty (60) days before the election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or spouse of a unit owner desiring to be a candidate for the Board may qualify as such by giving written notice to the Association not less than forty (40) days before the election. If the number of candidates exceeds the number of Directors to be

elected, then not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all qualified candidates. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8-1/2 inches by 11 inches furnished by the candidate not less than 35 days before the election) to be included with the mailing of the ballot, with the costs of mailing, delivery and copying to be borne by the Association. Where balloting is required, Directors shall be elected by a plurality of the votes cast in the election, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, each unit shall cast as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any one candidate, it being the intent hereof that voting for Directors shall be non-cumulative. The Association may adopt electronic voting for elections in accordance with the requirements of the Florida Condominium Act.

**4.4) Vacancies on the Board.** If the office of any Director becomes vacant by reason of death, disqualification, resignation, or otherwise (except by recall), a majority of the remaining Directors (even if the remaining Directors constitute less than a quorum) shall appoint a successor. If the office of any Director becomes vacant by reason of recall and less than a majority of the Directors are removed, a majority of the remaining Directors (even if the remaining Directors constitute less than a quorum) shall appoint a successor. If the office of any Director becomes vacant by reason of recall and a majority or more of the Directors are removed, the members shall elect a successor pursuant to the requirements of the Condominium Act. A successor Director shall hold office for the remainder of the unexpired term.

**4.5) Removal of Directors.** Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting called for that purpose or by written agreement signed by a majority of the total voting interests. A special meeting of the members to recall a Director may be called by one-third (1/3) of the eligible voting interests giving notice of the meeting, in accordance with Section 3.3. Notice of the meeting shall state the purpose of the meeting. The meeting shall be held not less than fourteen (14) days nor more than sixty (60) days from the date that the notice is given.

**4.6) Other Meetings.** Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the President or a majority of the Directors.

**4.7) Notice to Owners.** Notice to the Members of all meetings (regular and special) of the Board shall be posted conspicuously on the condominium property at least forty-eight (48) hours continuous hours in advance of the meeting, except in an emergency. The notice shall specifically incorporate an identification of agenda items. Upon prior notice to all Owners, the Board shall by duly adopted rule, designate a specific location on the condominium property upon which notices of all Board meetings shall be posted. All meetings of the Board and of any committee of the Board shall be open to all Owners and Owners shall have the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of Owner statements. Owners may tape record or videotape meetings of the Board in accordance with the rules of the Florida Division of Condominiums. Notice of any meeting of the Board or any committee thereof where the Association's budget or where regular assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Written notice of any meeting of the Board or any committee thereof at which non-emergency special assessments, or at which amendment to the rules regarding apartment use will be proposed, discussed or approved shall be mailed, delivered or electronically transmitted to the members and posted conspicuously on the condominium property not less than fourteen (14) continuous days prior to the meeting. The Secretary of the Association, or any other agent designated by the Board of Directors, shall provide an affidavit to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision to each apartment owner. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 718.112(2)(e) of the Condominium Act.

**4.8) Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

**4.9) Quorum of Directors.** A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person. Directors and committee members may also attend any meeting of the Board or any meeting of a committee, by means of a telephone conference call. When a Board or committee member attends a meeting by telephone conference call, that Board or committee member may be counted towards a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of any Board or committee member attending by telephone may be heard by the Board or committee members attending in person as well as by any unit owners present at the meeting. Attendance by such means shall be

deemed equivalent to presence in person. Directors may not vote or participate by proxy or secret ballot at Board meetings, except that officers may be elected by secret ballot.

**4.10) Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the documents of the Condominiums or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

**4.11) Organization Meeting.** The organization meeting of the newly elected Board of Directors shall be held within twenty (20) days of their election, at such time and place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

**4.12) Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, facsimile or e-mail, at least forty-eight (48) hours prior to the meeting. Notice of the meeting, including the agenda, shall also be posted in a conspicuous place on the properties of the Condominiums at least forty-eight (48) hours prior to the meeting. Notices of meetings may be distributed in any of the formats approved by the Florida Condominium Act in accordance with the provisions contained therein.

**4.13) Special Meetings.** Special Meetings of the Directors may be called by the President, and shall be called by the Secretary at the written request of one-third (1/3) of the Directors. Notice of a special meeting shall be given to each Director, personally or by mail, telephone, facsimile or e-mail, which notice shall state the time, place and purpose of the meeting, at least forty-eight (48) hours prior to the day named for such meeting. Notice of the meeting, including an agenda, shall also be posted in a conspicuous place on the properties of the Condominiums at least forty-eight (48) hours prior to the meeting. Notices of meetings may be distributed in any of the formats approved by the Florida Condominium Act in accordance with the provisions contained therein.

**4.14) Adjourned Meetings.** The majority of the Board of Directors present at any meeting of the Board, regardless of whether

a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called without further notice.

**4.15) Presiding Officer.** The presiding officer at meetings of the Directors shall be the President. In the absence of the President, then the Vice-President shall preside, and in the absence of both, then the Directors present shall designate a Director to preside. Additionally, a majority of Directors may vote to designate a non-Director, such as the Association manager or attorney, as the presiding officer for portions of a meeting.

**4.16) Order of Business.** The order of business at meetings of the Directors shall be:

- (a) Call of roll.
- (b) Proof of 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.

**4.17) Directors' Fees.** Directors' fees, if any, shall be determined by a majority vote of the members.

**4.18) Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficiency and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee.

**4.19) Waiver and Consent.** Whenever a vote of the members at a meeting is required or permitted by any provision of the Florida Statutes, the Articles of Incorporation, the Declarations of Condominium, or these Bylaws, to be taken in connection with any action of the Association, the meeting and vote of the members may be dispensed with if all of the members who have been entitled to vote upon the action, if such meeting were held, shall consent to such action being taken.

## ARTICLE 5.

### OFFICERS



**5.1) Officers and Elections.** The officers of the Association shall be a President, a Vice-President, who must be Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. The Board of Directors may, from time to time, elect such other officers and designate their powers and duties as the Board shall determine to be required to manage the affairs of the Association. Any officer may be removed with or without cause by a vote of a majority of the Board of Directors at any meeting of the Board. Any person except the President may hold two or more offices. Any two offices may be combined into one office, except for the office of President. If the Board so determines, there may be more than one Vice-President. The duties of the officers set forth below in this Article may be altered at any time by a majority vote of the Board of Directors.

**5.2) President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute all bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

**5.3) Vice-President.** The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and duties as shall be prescribed by the Board of Directors.

**5.4) Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the Minutes of all proceedings of the Directors and the members to be recorded in a book or books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the Office of Secretary of an Association and as may be

required by the Directors or President. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium documents and in the absence or disability of the President and Vice-President, shall exercise the powers and perform the duties of the President.

**5.5) Treasurer.** The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. In the absence or disability of the President, Vice-President and Secretary, the Treasurer shall exercise the powers and perform the duties of the President.

## **ARTICLE 6.**

### **FISCAL MANAGEMENT**

**6.1) Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declarations of Condominium and Articles of Incorporation shall be supplemented by the provisions of this Article 6. The Association's fiscal year shall begin on January 1, and end on December 31, of each year.

**6.2) Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications, all of which expenditures shall be common expenses:

(a) Current accounts, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds. The balance of these accounts at the end of each year may be applied to reduce assessments for current expenses for the succeeding year.

(b) Reserves for deferred maintenance items that occur less frequently than annually.

(c) Reserves for the capital expense of replacement of the common elements of the Condominiums and the Association property required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital improvements or additional personal property that will be part of the common elements of the Condominiums or the Association property.

**6.3) Budget.** The Board of Directors shall adopt a budget each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices.

**6.4) Notice of Budget and Substitute Budget.** A copy of a proposed consolidated annual budget of common expenses shall be mailed to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The unit owners shall be given written notice of the time and place at which such meeting shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, the Board shall hold 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 budget, a written application for a special meeting from at least ten percent (10%) of all the unit owners. The special meeting of the unit owners shall be held within sixty (60) days after adoption of the budget. At least fourteen (14) days prior to such special meeting, the Board shall provide written notice of the meeting to each unit owner. At the special meeting, unit owners may consider and adopt a substitute budget. A substitute budget shall require the approval of not less than a majority of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of the owners or by writing, and if such budget is approved by a majority of all the unit owners, either at the meeting or by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth. In determining whether assessments exceed one hundred fifteen percent (115%) of assessments for the prior year, there shall be excluded in the computation any provision for reasonable reserves for repair or replacement of the Condominium properties and the Association property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or, assessments for betterments to the Condominium properties and the Association property.

**6.5) Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall

include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula calculated by dividing the estimated replacement cost by the estimated remaining useful life of each item. These reserves shall be funded unless the members subsequently determine by vote of a majority of those voting interests present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 6.4. Reserves funded under this Section, and any interest thereon, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by vote of a majority of those voting interests present in person or by proxy at a members' meeting called for that purpose.

**6.6) Other Contingencies.** In addition to the statutory reserves provided in Section 6.5, the Board may establish one or more operating contingency accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these contingency accounts is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be set aside shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

**6.7) Special Assessments.** Special assessments may be imposed by the Board when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a nonemergency special assessment will be considered, discussed or proposed shall be given as provided in Section 4.7, and the notice of the assessment must contain a statement of the purpose(s) of the assessment.

**6.8) Non-Emergency Special Assessments.** Unexpected or unplanned common expenses which become necessary, but cannot be paid from the budgeted annual assessments for common expenses, shall be assessed against all owners by the Board of Directors; provided, however, that written notice of a meeting at which such an assessment will be considered shall be mailed, delivered or electronically transmitted to each unit owner and posted in a conspicuous place on the properties of the Condominiums not less than fourteen (14) days prior to the meeting. Upon approval, the Association shall mail or deliver to each unit owner a written notice of the special assessment, stating the specific purpose or purposes for the assessment, the amount due and the due date. The funds collected may be used only for the specific purpose or purposes stated in the

notice of the assessment. All special assessments are to be levied in the same proportions or percentages as regular assessments as provided in the Declarations of Condominium. Upon completion of the project, any residual funds may either be refunded to the unit owners or credited to future assessments.

**6.9) Depository.** The Association shall maintain its funds in insured accounts or investments with such institutions doing business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

**6.10) Fidelity Bonds.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds and the President, Secretary and Treasurer, which policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or management agent at any one time. The premiums on such bonds shall be a common expense.

**6.11) Financial Statements.** Not later than ninety (90) days after the close of each fiscal year, the Board shall prepare, and shall distribute to the owners of each unit, financial statements meeting the minimum standards of Section 718.111(13) of the Condominium Act, showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts. A formal, certified audit of the accounts of the Association shall be made by a certified public accountant, if required by law or by a vote of either a majority of the members or a majority of the Board of Directors, unless waived by a vote of a majority of the members, and a copy of the audit report shall be available to all members.

## **ARTICLE 7.**

### **AMENDMENTS**

**7.1) Amendments.** These Bylaws may be amended in the following manner:

(a) The subject matter of a proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association, acting upon a vote of the majority of the Directors, or by not less than

one-third (1/3) of the eligible voters of the Association, whether meeting as members or by instrument in writing signed by them.

(c) Members not present to vote in person at the meeting considering the amendment may express their approval or disapproval by limited proxy, provided such proxy is delivered to the Secretary at or prior to the meeting, or if the meeting is adjourned for any reason, at or prior to the reconvened meeting.

(d) Except as elsewhere provided, such approval of the proposed amendment must be by not less than sixty percent (60%) of the eligible voters of the members present, either in person or by proxy, at a meeting where a quorum is obtained.

(e) Notices of proposed amendments may be distributed electronically as provided in the Declaration of Condominium.

**7.2) Limitations of Amendments.** Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declarations of Condominium.

**7.3) 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 Declarations and these Bylaws, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Hillsborough County, Florida.

## **ARTICLE 8.**

### **COMPLIANCE AND DEFAULT AND LEASING LIMITATION**

**8.1) Compliance and Default; Remedies.** In addition to the remedies provided in the Declarations of Condominium, the Association and each unit owner shall have any and all of the remedies available by law, including the remedies set forth in the Condominium Act.

## **ARTICLE 9.**

### **MISCELLANEOUS**

**9.1) Gender.** Whenever the masculine or singular form of a pronoun is used in the Bylaws, it shall be construed to mean the

masculine, feminine or neuter; singular or plural, as the context requires.

**9.2) Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

**9.3) Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declarations of Condominium or Articles of Incorporation, the provisions of the Declarations shall prevail over the provisions of these Bylaws.

**9.4) Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the units to the applicable fire and life safety code.

**9.5) Conveyances to Condemning Authorities.** The Association shall have the limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

**9.6) Arbitration.** Any qualifying disputes between the Association and unit owners shall be first submitted to nonbinding alternative dispute resolution, as provided in Section 718.1255 of the Condominium Act, as this Section may be amended from time to time.

**9.7) Written Inquiries.** Members may submit written inquiries to the Board, and such inquiries shall be addressed by the Board according to the procedure set forth in Section 718.112(2)(a)(2) of the Condominium Act, as this Section may be amended from time to time.

The foregoing were adopted as the Bylaws of THE HAMPTONS AT BRANDON CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the meeting of the Board of Directors on \_\_\_\_\_, 2020.

APPROVED:

The Hamptons at Brandon  
Condominium Association, Inc.

\_\_\_\_\_  
Ben Brown, President

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on June 7, 2021, for THE HAMPTONS AT BRANDON CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N06000002069.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twentieth day of July, 2021

*Laurel M. Lee*  
Laurel M. Lee  
Secretary of State



FILED

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE HAMPTONS AT BRANDON  
CONDOMINIUM ASSOCIATION, INC.

2027 JUN -7 AM 9:55

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Chapter 617, Florida Statutes, the undersigned Incorporator hereby forms The Hamptons at Brandon Condominium Association, Inc., a Florida corporation not for profit, for the purposes set forth below.

**ARTICLE I**

**NAME**

The name of the corporation is The Hamptons at Brandon Condominium Association, Inc. (the "Association"). The principal office of the corporation shall be located at 609 Golden Raintree Place, Tampa, Florida 33510.

**ARTICLE II**

**PURPOSE AND POWERS**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), responsible for the operation of The Hamptons at Brandon Condominium Association, a Condominium (the "Condominium"), established pursuant to the Condominium Act on the lands located in Hillsborough County, Florida, submitted to the condominium form of ownership by the Declaration of Condominium of the Condominium (the "Declaration of Condominium"). The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by the Declaration of Condominium, these Articles, the By-Laws and the Condominium Act, as the same may hereafter be amended, including, but not limited to, the following:

1. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in

the exercise of its powers and duties.

2. To protect, maintain, repair, replace and operate the Condominium property.

3. To purchase insurance upon the Condominium property and Association property for the protection of the Association and its members.

4. To reconstruct improvements after casualty and to make further improvements of the property.

5. To make, amend, and enforce reasonable Rules and Regulations governing the use of the units, the common elements, limited common elements, and the operation of the Association.

6. To approve or disapprove the transfer of ownership, leasing and occupancy of units, as provided by the Declaration of Condominium.

7. To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws and any Rules and Regulations of the Association.

8. To contract for the management and maintenance of the Condominium and the Condominium property and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

9. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

10. To borrow or raise money for any of the purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof; and of the interest thereon, any mortgage, pledge, conveyance of assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

11. To enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. The Association has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles and the By-Laws.

12. To take action in lieu of a meeting as authorized in Chapter 617 of the Florida Statutes as it is amended from time to time.

**ARTICLE III**  
**MEMBERSHIP**

1. The members of the Association shall consist of all record owners of legal title in one or more parcels in the Condominium, as further provided in the By-Laws and the Declaration of Condominium. After termination of the Condominium, the members shall consist of those who are members at the time of such termination.

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

3. The owner(s) of each unit shall collectively be entitled to the number of votes in Association matters as set forth in the By-Laws. The manner of exercising voting rights shall be as set forth in the By-Laws.

**ARTICLE IV**  
**TERM**

The term of this not for profit corporation shall be perpetual.

**ARTICLE V**  
**BY-LAWS**

The By-Laws of the Association may be altered, amended, or rescinded in the manner provided therein.

**ARTICLE VI**  
**DIRECTORS AND OFFICERS**

1. The Association shall be administered by a Board of Directors consisting of not less than three (3) Directors and not more than five (5) Directors, as further provided in the Bylaws. Directors shall be members of the Association.

2. Directors of the Association shall be elected by the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The business of the Association shall be conducted by the officers designated in the By-Laws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association and they shall serve at the pleasure of the Board.

4. The persons constituting the current Board of Directors and their names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ben Brown	609 Golden Raintree Place, Brandon, FL 33510
Bruno Pittini	609 Golden Raintree Place, Brandon, FL 33510
Charlie Commons	609 Golden Raintree Place, Brandon, FL 33510
Marisol Ramos	609 Golden Raintree Place, Brandon, FL 33510
Michael Dohner	609 Golden Raintree Place, Brandon, FL 33510

**ARTICLE VII**  
**AMENDMENTS**

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

1. Vote Required. Except as otherwise required by Florida law, these Articles of Incorporation may be amended by the affirmative vote of sixty percent (60%) of the eligible voters of the Association present in person or by proxy at any annual or special meeting of the members.

2. Effective Date. An amendment shall become effective upon filing with the Florida Secretary of State and recording in the Public Records of Hillsborough County,

Florida.

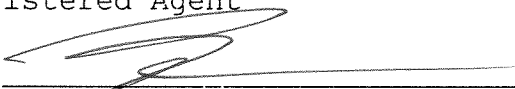
3. Notices of proposed amendments may be distributed electronically as provided in the Declaration of Condominium.

**ARTICLE VIII**  
**REGISTERED OFFICE & AGENT**

The registered office of the Association shall be at: 1211 North West Shore Boulevard, Suite 409, Tampa, Florida 33607. The registered agent at said address shall be: Kaye Bender Rembaum.

Having been named as registered agent to accept service for the above-stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Kaye Bender Rembaum PL  
Registered Agent

By:   
Shawn Brown, Esq.

**ARTICLE IX**  
**INCORPORATOR**

The Incorporator is: Ben Brown and the Incorporator's address is: 609 Golden Raintree Place, Brandon, FL 33510.

**ARTICLE X**  
**INDEMNIFICATION**

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

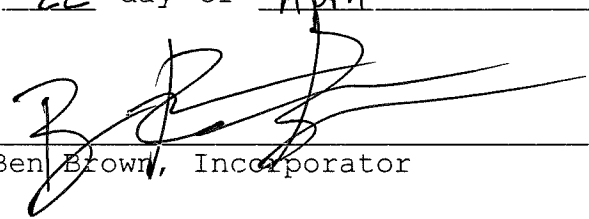
1. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

2. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

3. A transaction from which the Director or officer derived an improper personal benefit.

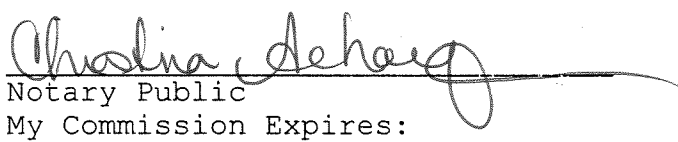
In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or officer may be entitled.

WHEREFORE, the Incorporator has executed these Articles of Incorporation on this 22 day of April, 2021.

  
\_\_\_\_\_  
Ben Brown, Incorporator

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING instrument was acknowledged before me this 22 day of April, 2021, by Ben Brown, who is personally known to me or produced Drivers License as identification.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

 **CHRISTINA SCHAEFER**  
Commission # HH 027650  
Expires August 4, 2024  
Elected Thru Budget Notary Service

APRIL 22, 2021

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

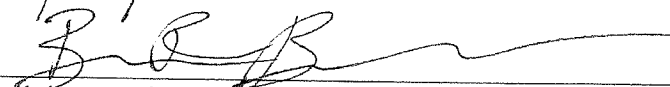
Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 5/26/2021

Signature 

(By the Chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Ben Brown

\_\_\_\_\_  
(Typed or printed name of person signing)

President

\_\_\_\_\_  
(Title of person signing)