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KAREN E. RUSHING
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SARASOTA COUNTY, FL

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This instrument prepared by:
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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF SANDY COVE 2**

WHEREAS, the original Declaration of Condominium of Sandy Cove 2 was recorded in the public records of Sarasota County, Florida in Official Record Book 981, Page 727.

The Declaration is hereby amended and restated in its entirety by the recording of this Amended and Restated Declaration of Condominium of Sandy Cove 2 (the "Declaration" or "Amended and Restated Declaration"). Nothing herein shall in any way alter the configuration or size of any Condominium Unit or the appurtenances to any Unit, the percentage or proportionate share by which the Owner of a Unit shares the Common Expenses, Common Elements and the Common Surplus as created by the Original Declaration of Condominium amended herein.

THIS IS A SUBSTANTIAL REWORDING OF THE ORIGINAL DECLARATION OF CONDOMINIUM. SEE THE PREVIOUS DECLARATION OF CONDOMINIUM AND AMENDMENTS FOR PRIOR TEXT.

ARTICLE 1. PURPOSE

1.1 Submittal to Condominium Ownership. Through the recording of the original declaration, the Developer of the condominium submitted the lands of this condominium and the improvements constructed thereon to the Condominium form of ownership and use in the manner Provided by Chapter 718, Florida Statutes, as it is amended from time to time, herein called the Condominium Act.

ARTICLE 2. IDENTIFICATION

2.1 Name and Address. The name by which this Condominium is to be identified is Sandy Cove 2, a Condominium, and its address is 100 Pass Key Road, Sarasota, Florida.

2.2 The Land. The lands, lying and being situate in Sarasota County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called the "land", together with and subject to the easements therein described.

ARTICLE 3. DEFINITIONS

3.1 Definitions. The terms used in this Declaration and in its Exhibits shall have the meanings stated in the Condominium Act, as it is amended from time to time, and as hereinafter provided, unless the context otherwise requires.

3.2 Assessments. Assessments means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

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3.3 Association. Association means SANDY COVE 2 ASSOCIATION, INC., a non-profit Florida corporation, and its successors.

3.4 Board of Directors. Board or Board of Directors means the Board of Directors or Board of Administration which is responsible for administration of the Association.

3.5 Common Elements. Common elements shall include: (a) the condominium property not included in the units; (b) tangible property not included in the maintenance and operation of the common elements even though owned by the Association; and (c) other items as stated in the Condominium Act.

3.6 Common Expenses. The common expenses include

- (a) Expenses of Administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of Units to be maintained by the Association, including but not limited to:
 - (i) Fire and other casualty and liability insurance and Workmen's Compensation as provided herein.
 - (ii) Costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses.
 - (iii) Costs of water, operation and maintenance of sewage facilities, electricity and other utilities which are not metered to the Individual Condominium Units.
 - (iv) Labor, materials and supplies used in conjunction with the common elements.
 - (v) The cost of such additional land and improvements as may be purchased and added to the condominium as common elements by the Action of the Board of Directors or the Association.
 - (vi) Damages to the Condominium property in excess of insurance coverage.
 - (vii) Salary of resident manager, his assistants and agents, and expenses only incurred in the management of the Condominiums property.
 - (viii) All other costs and expense that may be duly incurred by the Condominium Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.
- (b) Rental, taxes, special assessments, insurance, maintenance, operation repair, replacement, alteration or improvement of the facilities and other expenses under the Co-Tenancy agreement between the Association, Sandy Cove 3 Association, Inc., and Sandy Cove 4 Association, Inc., a copy of which is attached hereto as Exhibit "D".
- (c) Expenses declared common expenses by provisions of this Declaration or the Bylaws
- (d) Any valid charge against the Condominium property as a whole

3.7 Community Facilities. Community facilities means and includes the facilities owned in part by the Association, which are subject to the Co-Tenancy Agreement attached as Exhibit "D".

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

3.9 Condominium Act. The Condominium Act shall mean Chapter 718, *Florida Statutes*, as it is amended from time to time.

3.10 Unit. Unit means a part of the condominium property which is to be subject to private ownership. When used in a conveyance to a Unit, and elsewhere when the content permits, the word Unit shall include the appurtenances thereto which are elsewhere described.

3.11 Unit Owner. Unit owner means the owner of a Condominium parcel.

3.12 Utility Services. As used in the Condominium Act and as constructed with the reference to this condominium, and as used in the Declaration and Bylaws, utility services shall include but not be limited to electric power, gas, and garbage and sewage disposal.

ARTICLE 4. DEVELOPMENT PLAN

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

4.2 Survey/Plat/Floor Plan. A survey of the land and plot plan locating the improvements thereon and identifying the common elements and each Condominium Unit and the approximate locations and dimensions of such Units and buildings and other improvements to be placed upon the land, is attached as Exhibit A.

4.3 Easements. Each of the following easements are hereby reserved in favor of the Association, running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium:

(a) **Utilities.** As may be required for utility services in order to adequately serve the condominium: provided, however, easements through a unit shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the owner.

(b) **Pedestrian and Vehicular Traffic.** For pedestrian traffic over, through and across side-walks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes but the same shall not give or create in any person the right to park upon any portions of the condominium property.

(c) **Access by Private Road.** The land is not abutting, contiguous or adjacent to any public street, road, or right-of-way. Ingress and egress to the land shall be by private road (Pass Key Road) over the lands described in Exhibit A. Said private road may

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service and be subject to use of other lands in addition to the lands of the condominium. The share of the condominium in the expense of maintenance and repair of such private road is a common expense.

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

4.4 Co-Tenancy Agreement. The Association owns an interest in certain property adjacent to the condominium, and has entered into a Co-Tenancy agreement with the Sandy Cove 3 Association, Inc., and the Sandy Cove 4 Association, Inc., regarding the use and operation of the property adjacent to the condominium that is jointly owned by the three associations. The agreement is recorded in Official Record Book 1217, Page 1565 of the Public Records of Sarasota County, Florida, and is attached as Exhibit "D". The Board of Directors shall have the authority to take all action necessary, and participate in operation of the property as deemed appropriate by the Association and its co-owners, and assess the members of the Association for costs associated with same as a common expense.

4.5 Improvements. The Condominium will include 26 Units designated by the number of the Unit as indicated upon the plot plan attached hereto as Exhibit A.

4.6 Other Improvements. The condominium includes automobile parking area and landscaping areas located substantially as indicated upon said plot plan survey and which are a part of the common elements.

4.7 Unit Boundaries. Each Unit shall include that part of the building containing the unit which lies within the boundaries of the unit, which boundaries shall be determined in the following manner:

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

(i) Upper Boundary – the plane of the undecorated finished ceiling which would be the uppermost ceiling in the case of a unit with more than one story.

(ii) Lower Boundary – the horizontal plane of the undecorated finished floor.

(b) **Parimetrical Boundaries.** Parimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries, and when there is attached to the unit a balcony, loggia, terrace, canopy, stairway or other portion of the unit serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which includes all of such structures and fixtures thereon. Such boundaries shall also include the terraces serving such units.

ARTICLE 5. UNITS

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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 26 Units in the Condominium numbered 101-114 inclusive, and 201-208 inclusive, and 211-214 inclusive. 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 that are appurtenant to the Units as indicated.

(a) **Common Elements and Common Surplus.** The undivided share in the land and other common elements and in the common surplus which are appurtenant to each Unit is as set forth in Exhibit E attached.

(b) **Automobile Parking Space.** The right to use for automobile parking only the parking space which may from time to time be attributed by the Board of Directors of the Association to a unit. The Board of Directors may from time to time, should they determine there be a need, change the parking space attributed to a "unit", provided that a unit always has a parking space. This provision is made in contemplation of the fact that time to time one or more unit owners may be under a physical disability which would require the attribution of a parking space more convenient to their units and to give the Association the power and flexibility to deal with such situations. Notwithstanding anything contained in the foregoing provisions of this paragraph the Developer has previously allocated the use of certain Carports depicted on the Plat to the exclusive use of specific units as follows:

Unit Number	Carport Allocated
207	A
201	B
202	C
104	D
203	E
103	F

Once so allocated by the Developer, the same may not be changed nor the unit's right to use such parking space or carport altered without the prior written consent of the owner of such unit and the Board of Directors of the Association. The Board shall have the authority to adopt rules, regulations, and procedures regarding an owner's ability to transfer the exclusive right to use a covered parking space. No owner shall be permitted to have the exclusive right to use more than one (1) covered parking space. The Association shall be responsible to maintain, repair, and replace the covered parking structure, and the costs of same shall be assessed against only the owners enjoying the exclusive use of the covered parking spaces.

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

(d) **Community Facilities.** The rights to use occupy and enjoy community facilities, this Declaration, the By-Laws, and Rules and Regulations.

(e) **Limitation on Multiple Ownership.** No Unit Owner may own an interest in more than one (1) Unit. Any attempted conveyance, transfer, or devise of an interest in a Unit to a Unit Owner already owning an interest in one (1) Unit shall be absolutely void.

(f) **Carport Storage.** There are currently six (6) storage lockers located in the covered parking area in the community. Continued use of such storage lockers by owners are subject to the rules and regulations adopted by the Board, and failure to comply with the rules and regulations shall provide the Board with the right to suspend and/or revoke all carport storage locker use rights and re-assign the storage locker as deemed appropriate by the Board. The costs of maintenance, repair, and replacement of the carport storage lockers shall be divided equally among the owners that have the right to use them.

5.4 Share of Ownership in Common Elements; Liability for Common Expenses; and Share of Common Surplus. Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to a share of the ownership in the common elements and common surplus, such share are as set forth in Exhibit "E" attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

ARTICLE 6. MAINTENANCE, ALTERATION AND IMPROVEMENT.

6.1 Maintenance, Alteration and Improvement. The responsibility for the maintenance 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 interior surfaces, contributing to the support of the Unit, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(b) All 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 service part or parts of the Condominium other than the Unit within which contained.

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

(d) All common elements except as may be otherwise provided herein.

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

(a) To maintain, repair and replace at his expense, all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Unit Owners. The Unit Owner is responsible for all maintenance, repair, and replacement of all exterior doors, windows and sliding glass doors, including the frame, glassware, screens, and hardware. In the event that the owner fails to adequately maintain any such items, the Association shall have the authority to perform the necessary repair or replacement and assess the costs against the unit. In the event that the frame of the exterior doors, windows, or sliding glass doors leak or otherwise adversely affects the common elements, the Board shall have the authority to require the owner to replace the window, door, or sliding glass door with code-compliant materials. In the event that the Board determines that a door header is in need of replacement, the Board shall have the authority to require the unit owner to replace any window above the header with a code-compliant, approved window at the time that the header is being replaced or as otherwise approved by the Board.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit, unless otherwise authorized by the Board or a duly authorized committee in accordance with this Declaration.

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

(d) It is the owner's obligation to periodically inspect the interior of the unit, or arrange for periodic inspections of the unit, when the unit may be vacant for any period of time.

(e) In the event that an owner fails to maintain his or her unit in accordance with the provisions of the governing documents and applicable law, the Association shall have the right, but not the obligation, to perform the necessary maintenance and assess all costs incurred against the Owner in accordance with the assessment provisions contained in this Declaration and the Condominium Act, and the Association may collect such payment in the same manner as assessment collection described herein.

6.4 Alteration and Improvement of Units. Except as elsewhere approved by the Board, neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, to do anything that would jeopardize the safety or soundness of the Unit, or impair any easements, without first obtaining the approval in writing of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the association prior to the start of the work. Also, the Board shall have the authority, without unit owner approval, to approve of enclosures of balconies that do not extend beyond the footprint of the building, and decorative or minor landscaping changes to the unit's exterior and/or the common elements adjacent to the unit in accordance with rules, regulations, and/or standards adopted by the Board from time to time. Any change to the size or configuration of any unit or limited common element in any material fashion shall require the approval of 100% of the unit owners and must otherwise be approved in accordance with the Condominium Act. The Board shall have the authority to adopt standards from time to time regarding the design, materials, and appearance of such changes approved by the Board. The Board shall have the authority to require specific plans and specifications, or other documents deemed necessary by the Board to be provided in advance of any changes, and adopt rules, regulations, and procedures for application and approval of requested alterations. The unit owner is responsible for all maintenance, repair, replacement and, where applicable, insurance of any

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and all such improvement installed or constructed as may be approved by the Board in accordance with standards adopted by the Board from time to time. Approval of such enclosures or other alterations shall not be considered an assumption by the Association of the obligation to maintain any insurance on the alteration or perform any maintenance, repair, or replacement on any such improvement or alteration, regardless of whether it was constructed or installed by a current or previous owner. The Board shall have the authority to require the owner to utilize a licensed contractor approved by the Association to perform any alterations that may be approved by the Board, and may require proof of any required licenses and adequate liability and workers compensation insurance coverage before any work may begin.

(a) **Hurricane Shutter and Storm Protection.** The Board of Directors shall adopt hurricane shutter specifications and rules for their use which shall include color, style, and other factors deemed relevant by the Board. All such installation must receive the advance approval of the Board. All specifications adopted by the Board shall comply with the applicable building codes. Installation of such shutters or approved storm protection shall not be considered a material alteration for which membership approval is necessary. The Unit Owners are responsible for the maintenance, repair, and replacement of such items installed on the exterior of the unit or within the boundaries of the unit.

6.5 Common Elements, By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association as a common expense.

6.6 Alteration and Improvements of Common Elements. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvement or change of use or function of common elements without prior approval in writing of not less than a majority of the Unit Owners. Notwithstanding the foregoing, owner approval shall not be necessary for any such changes if such change is necessary under the Board's fiduciary and/or statutory obligations to maintain, repair, replace, or protect the common elements.

(a) The Board shall also have the authority, without owner approval, to authorize and/or construct, and maintain storage facilities on common property, in areas deemed necessary and appropriate by the Board, to the fullest extent permitted by the Condominium Act. Use of such common area storage facilities are subject to the rules and regulations adopted by the Board.

(b) Pursuant to the Board's authority and duty to maintain the common elements, the Board shall have the authority to change the wood siding on the exterior of the buildings with alternative materials, such as Hardie Board or other cement-based or composite boards deemed appropriate by the Board. The Board shall have the authority to alter the appearance, design or angle (vertical, horizontal, or diagonal) of the materials, and the manner in which they are attached to the building if the change in appearance, design, angle or pattern is deemed by the Board to be desirable or necessary to adequately protect the exterior of the building. Such a change shall not be a material alteration that requires the approval of the membership.

ARTICLE 7. ASSESSMENTS

7.1 Assessments. The preparation of the Association's budget, and the making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided. Failure to pay assessments when due shall subject owners to all penalties and remedies available in the Condominium Act, and the Association's governing documents.

7.2 Interest; Late Fees; Applications of Payments. The Association may charge interest and late fees in accordance with the Association's bylaws, and all payments shall be applied in accordance with the bylaws and the Condominium Act.

7.3 Lien for Non-payment of Assessment. The Association shall have a lien on each condominium unit for any unpaid assessments and interest thereon against the owner of such condominium parcel in the manner provided in the Condominium Act. Except as may be limited by the Condominium Act, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. Such lien secures all unpaid assessments that are due and accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest, administrative late fees, and all reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessments or enforcement of such lien to the fullest extent allowed by law. Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any recorded first mortgage recorded prior to the time of recording of the claim of lien by the Association. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.4 Foreclosure. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 718, *Florida Statutes*. The Association has the power to purchase the unit at the foreclosure sale and to hold, lease, mortgage, or convey it. The Association may also bring an action to recover a money judgment for the unpaid amounts without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

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

7.6 Tenant Rent Demand. In addition to the collection authority provided herein, if a unit is occupied by a tenant and the unit is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments, and to continue to make such payments until all monetary obligations related to the unit have been paid in full. The tenant must pay the rent directly to the Association until the Association releases the tenant from payment or the tenant

discontinues tenancy in the unit. The tenant rent demand procedures shall comply with the requirements of the Condominium Act. In the event the tenant fails to make the payments, the Association may issue notice and sue for eviction under applicable Florida landlord/tenant statutes, but the Association is not otherwise specifically considered a landlord under the law and has no obligations as a landlord.

ARTICLE 8. ASSOCIATION

8.1 Association. The operation of the Condominium shall be by SANDY COVE 2 ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

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

8.3 Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium, as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, including but not limited to country clubs, club houses, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of unit owners and to declare the expenses of rental, membership, fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make covenants and restrictions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the membership of the Association. The Association shall have the power to negotiate and acquire for the use and benefits of its members and/or residents of the condominium special licenses, passes or other arrangements for road tolls, if any, imposed by governmental or quasi-governmental authority in and about ingress and egress to and from Sandy Cove 2 and use of roads in connection therewith, the cost of which shall be a common expense.

(a) Emergency Powers. The Association shall have all emergency powers as set forth in Section 718.1265, as it may be amended from time to time, regarding notice and conducting emergency board meetings, entering into agreements, implementing disaster plans, requiring evacuation of the community, mitigating further damage, borrowing money or pledging association assets as collateral to fund emergency repairs and carry out Association duties, and any other such authority permitted by law.

8.4 Bylaws. The Bylaws of the Association shall be the Bylaws of the Condominium, a copy of which is attached as Exhibit C.

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

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

8.7 Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of 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 Authority to Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the Unit Owners, naming them and their mortgagees as their interests may appear. Unit Owners are responsible for insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

9.3 Mortgagee Approval. No mortgagee approval shall be necessary for amendment to the insurance provisions, or any other provision in this Declaration unless required by law.

9.4 Casualty. The Association shall provide adequate property insurance insuring all of the insurable improvements, excluding foundation and excavation costs, for the full insurable value, replacement cost, or similar coverage, based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every thirty-six (36) months, unless otherwise required by the Condominium Act. The coverage must exclude all personal property within the units or any limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, similar window treatment components, and any other items to be excluded by the Condominium Act, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit.

Any portion of the condominium property that must be insured by the Association against property loss pursuant to law which is damaged by an insurable event shall be reconstructed, repaired, or replaced as necessary by the Association as a common expense. In the absence of an insurable event, the Association or the unit owners shall be responsible for the reconstruction, repair, or replacement as determined by the maintenance provisions in the Association's governing documents. All insurance deductibles and other damages in excess of insurance coverage are a common expense, except that a unit owner is responsible for the costs of repair

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or replacement of any damaged condominium property not paid by insurance proceeds if such damage is caused by the intentional conduct, negligence, or failure to comply with the Declaration or rules and regulations by a unit owner, members of his or her family, unit occupants, tenants, guests, or invitees.

Such coverage obtained by the Association shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(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 including, but not limited to vandalism and malicious mischief.

9.5 Public Liability. Public Liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile cover ages, 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 law.

9.7 Other Insurance. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be desirable, including but not limited to directors and officers insurance, flood insurance, and other insurance deemed appropriate by the Board.

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

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

9.10 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.

9.11 Plan and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not then according to plans and specifications approved by the Board of Directors of the Association.

9.12 Responsibility. If the damage is only to those parts of the one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility and reconstruction and repair after casualty shall be that of the Association. The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former owner of the unit or by the developer if the improvement benefits only the unit for which it was installed and is not part of the standard, original improvements constructed, whether or not such improvement is located within the unit.

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

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

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

ARTICLE 10. USE RESTRICTIONS

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

10.2 Units. Each of the Units shall be occupied only by the owner tenants, and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby in the manner provided by the Condominium Act.

10.3 Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of Units, and shall be used subject to rules and regulations adopted by the Board.

10.4 Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the common elements which will increase the risk of exposure upon the Condominium property. Conduct or circumstances constituting a nuisance shall include, but not be limited to: unreasonable sounds, lights, odors, smoke, visual appearances, or conduct or use of the units or

common property caused or committed by any owner, tenant, guest, their vehicles, musical instruments/stereos/televisions, pets, or other conditions that become an unreasonable annoyance, or otherwise unreasonably interfere with the peaceful possession and proper use of the condominium property by residents or guests. The Board or its duly authorized committee shall have the discretion to determine nuisances in the community, and all nuisance activity must be immediately ceased upon notice from the Association. The owner shall be responsible for any and all costs or expenses associated with nuisances caused by the owner, tenant, occupant or guest of the unit.

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

10.6 Leasing. After approval by the Association elsewhere required, entire Units may be rented, provided the occupancy is only by the lessee or his family and guests. No room may be rented except as a part of a Unit or to another Unit Owner, and no transient tenants may be accommodated. All leases must have a minimum lease term of thirty (30) days, and no unit may be leased more than three (3) times in a twelve (12) month period.

10.7 Parking. The Board shall have the authority to regulate parking in the community, including the ability to limit the number of cars per each unit, to require parking or identification passes for guest and owners, and adopt other rules and regulations it deems necessary to adequately regulate parking. In the event that any vehicle or other item is parked in the community in a manner that violates the Association's rules, regulations, or restrictions, or that otherwise is a safety hazard or nuisance in the community, the Board of Directors, or its authorized designee or agent, shall have the authority to have the vehicle towed and removed from the community, and the expense of the owner of the vehicle.

10.8 Generators/Grills. The Board shall have the authority to prohibit, or otherwise adopt rules and regulations regarding storage and use of generators, grills, propane tanks, fuel tanks, or other flammable substances on condominium property, and designate portions of the condominium property for such storage and use if deemed appropriate by the Board.

10.9 Kayaks/Bicycles/Miscellaneous. The Board shall have the authority to adopt rules and regulations regarding storage of kayaks, bicycles, and other objects, and may designate certain areas of the common elements for storage and construct any desired racks or storage facilities without requiring the approval of the membership.

10.10 Regulations. Reasonable regulations concerning the use of the Condominium property, including units and common elements, may be made and amended from time to time by the Board in the manner of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium by request.

10.11 Pets. The Board shall have the authority to adopt rules and regulations regarding the ability to maintain pets in the community. Except as otherwise provided herein or required by law, only dogs or cats shall be permitted to be maintained in the unit by unit owners, and there

*Amended and Restated Declaration of Condominium of
Sandy Cove 2, a Condominium*

shall be no exotic animals, reptiles, rodents, swine, chickens or other barnyard animals, or other non-traditional household pets. A maximum of two (2) dogs and cats may be maintained in a unit. An owner may maintain one (1) cat or one (1) dog, or one (1) cat and one (1) dog, or two (2) cats, or two (2) dogs. Notwithstanding the foregoing, birds and fish may be maintained provided such animals do not become a nuisance in the community. Pets may not be maintained for any commercial or breeding purposes. No tenant shall be permitted to maintain any pet in the community. The Board may require owners to register their pets with the Association and provide proof of required licenses and immunizations. Any pet that becomes a nuisance or safety hazard in the community shall be removed in accordance with regulations adopted by the Board. The owner shall be responsible for removing and properly disposing of any waste caused by a pet. Any pet that becomes a nuisance in the opinion of the Board of Directors shall be promptly removed from the premises. Feeding of wild and/or stray animals shall be prohibited.

10.12 Vehicles. There shall be no boats, boat trailers, jet skis or personal watercraft, box trucks, trailers, or golf carts, permitted in the community. Motorcycles shall not be permitted except as may be authorized by rules and regulations adopted by the Board. The Board shall have the authority to adopt rules and regulations regarding temporary use and parking of motorcycles in the community, for periods of time as defined by rules and regulations adopted by the Board.

ARTICLE 11. MAINTENANCE OF COMMUNITY INTERESTS

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

11.2 Transfer and Occupancy Subject to Approval. It shall be necessary for the Board, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers by gift, devise, inheritance or otherwise; leases or occupation of a Unit before such sale, transfer, lease or occupation shall be valid and effective.

11.3 Approval by Association. The approval of the Association which is required for the transfer of owner-ship of his Units shall be obtained in the following manner:

(a) Notice to Association; Application and Approval Requirements. The Association may promulgate procedures for application for ownership, leasing, and occupancy. Written application for such approval of all potential owners, tenants, or occupants shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a non-refundable transfer fee as required by regulation of the Board. This transfer fee may be up to \$100.00, unless a higher amount is permitted by the Condominium Act and approved by the Board. When considering such application, consideration shall be given to the character and financial responsibility of the proposed purchaser, transferee, lessee or occupant, or any other lawful and reasonable criteria established by the Board. The Association shall have the

authority to perform credit and/or criminal background checks on all proposed purchasers, tenants, and occupants, and may deny sale, lease, occupancy, or other transfer based on the results of such background checks.

(i) **Sale, Lease, or Occupancy.** A Unit Owner intending to make a bona fide sale or lease of his Unit or any interest therein shall give to the Association notice of such other intention, together with the name and address of the intended purchaser or lessee or such other information as the Association may reasonably require. Occupants of a Unit, regardless of whether there is a lease between the owner and the occupant, and regardless of whether the owner receives remuneration from the occupant for the right to occupy the unit, must go through the same application and approval process and shall be deemed to be a tenant for purposes of this article. Any guest, other than a member of the owner's immediate family, that occupies a unit for more than thirty (30) days within a twelve (12) month period shall be deemed to be a tenant and shall be subject to all application and approval requirements for continued occupancy. A proposed tenancy may be denied if the unit owner is delinquent in any monetary obligation owed to the Association, and for any lawful reason.

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

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

(b) **Certificate of Approval.** With thirty (30) days after receipt of such notice and information of a proposed transfer or change of ownership as above set forth, the Association must either approve or disapprove the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate executed by the President and Secretary or authorized agent, and shall be delivered to the purchaser or lessee or Unit Owner.

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

11.4 Disapproval of Association. In the event that a sale, lease, or occupancy is disapproved by the Association, the Association shall have no obligation to purchase the unit or to provide an alternative transferee, tenant, or purchaser. A proposed occupancy and/or tenancy may be denied if the unit owner is delinquent in any monetary obligation owed to the Association, and for any lawful reason.

11.5 Exceptions. The provisions of this section requiring advance approval of the Association shall not apply to a transfer or to purchase by the Association, or by a mortgage holder that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Neither shall such advance approval of transfer provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, judicial sale or tax sale. However, all subsequent sales, leases, and occupancy of the unit shall be subject to this section. The Association may appoint a rental and sales agent to handle rentals and sales as a convenience to Unit Owners. Such agent may act in behalf of the Board of Directors, and further approval of sales and leases made by him shall not be necessary. Such agent shall serve at the pleasure of the Board of Directors and may be replaced at any time.

11.6 Unauthorized Transaction. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE 12. PURCHASE OF UNITS BY ASSOCIATION

12.1 Purchase of Units by Association. The Association shall have the power to purchase units, subject to the following provisions:

(a) Decision. The decision of the Association to purchase a unit shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

(b) Limitation. If at any one time the Association be the owner or agreed purchaser of 3 or more units, it may not purchase any additional units without the prior written approval of 75% of members eligible to vote thereon. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration there for does not exceed the cancellation of such item.

ARTICLE 13. COMPLIANCE AND DEFAULT

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

13.2 Enforcement. The Association and manager are hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry to any unit at any reasonable time to make inspection, correction or compliance. In the event a Unit Owner or occupant fails to comply with the provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, or rules and regulations adopted by the Board, the Association shall have the right to proceed in court to require performance and/or compliance, to impose fines, suspend the right to use common property and recreational facilities, to sue in a court of law for damages, and pursue any other remedy available in the law and/or the Association's governing documents. All fines or suspensions for violations of the Association's governing documents, except as otherwise provided herein, shall be subject to the notice and hearing requirements of the Condominium Act, and shall be conducted in accordance with policies and procedures adopted by the Board. Fines may be imposed in amounts up to the highest amount allowed by law, and shall not become a lien on the Unit unless permitted by the Condominium Act and approved by the Board. Fines shall be due and payable as set forth by the Board, and failure to pay such duly imposed fine shall permit the Board to pursue all available remedies.

13.3 Negligence. A Unit Owner shall be liable for the expense and maintenance, repair or replacement rendered necessary by this act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees.

13.4 Costs and Attorney's 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 Regulations adopted pursuant thereto, and said documents as they may be 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.

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

13.6 Mandatory Arbitration of Certain Disputes. Prior to commencing litigation for "disputes" as defined by the Condominium Act, unresolved disputes between the Board and unit owners must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such arbitration.

13.7 No Limitation on Enforcement Action Available. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue, alternatively or in addition to, any or other means to enforce the provisions of the various condominium and Association documents including but not limited to legal action for damages or injunctive relief.

ARTICLE 14. AMENDMENTS

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

*Amended and Restated Declaration of Condominium of
Sandy Cove 2, a Condominium*

14.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.3 Approval. An amendment may be proposed by either the Board of Directors of the Association or by the majority of the members of the Association. Except as elsewhere provided, such approvals must be by:

(a) Not less than a majority of the Board of Directors and the affirmative vote of sixty-six percent (66%) of the eligible voting members of the entire membership.

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 any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements unless the record owner of the Unit 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 appropriate officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Sarasota County, Florida.

ARTICLE 15. TERMINATION

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

15.2 Agreement. The Condominium may be terminated by the approval in writing of all the owners of the Units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the member of the Association the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the Units, are obtained in writing, not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised the approvals shall be irrevocable. Such options shall be upon the following terms:

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

(b) **Price.** The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and the

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

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

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

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

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

ARTICLE 16. INSTITUTIONAL FIRST MORTGAGEES

16.1 Institutional First Mortgagees. The term "institutional first mortgagees" as used in this Declaration shall mean all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the Condominium Units. The approval of Institutional First Mortgagees shall be obtained by the Association prior to any amendments to the Association's governing documents in the following circumstances only:

1. Amendments that change the configuration or size of any unit in a material fashion.
2. Amendments that materially alter or modify the appurtenances to the unit.
3. Amendments that change the proportion or percentage by which the unit owner shares the common expenses of the condominium and/or owns the common surplus of the condominium.
4. Termination of the condominium if such approval is required by Section 718.117, Florida Statutes, as it may be amended.

Institutional First Mortgagee approval shall not be necessary for any other type of amendment to the declaration or other Association documents, or for any other Association action, except to the extent such approval may be required by law.

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 in this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

17.2 Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner, and the term "association" is used synonymously with "corporation" and refers to Sandy Cove 2 Association, Inc.

17.3 Headings and Capitalization. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

17.4 Gender Neutral Language; Singular/Plural Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of the governing documents shall be liberally construed to effectuate the Association's purposes in accordance with the Condominium Act and the Association's governing documents.

17.5 Exhibits. All exhibits attached hereto are incorporated herein by reference and made a part hereof.

17.6 Conflict. Except as otherwise provided within the Association's governing documents or Florida law, if there is a conflict among the provisions of the following documents, the provisions of the documents shall prevail in the following order: Declaration, Articles of Incorporation, Bylaws, Rules and Regulations promulgated by the Board.

CERTIFICATE OF AMENDMENT

The undersigned officer of Sandy Cove 2 Association, Inc. ("Association"), a Florida not-for-profit corporation, does hereby certify that the foregoing Amended and Restated Declaration of Condominium of Sandy Cove 2, was duly approved by the requisite number of members. The undersigned further certifies that this document was adopted in accordance with the Association's governing documents.

IN WITNESS WHEREOF, the Association has caused this Declaration to be signed in its name this 26 day of February, 2018.

Witnesses:
Sign: Heidi Kelson
Print Name: HEIDI KELSON
Sign: Wayne Vert
Print Name: WAYNE VERT

Signed, sealed and delivered
SANDY COVE 2 ASSOCIATION, INC.
By: Debbie Tidney
Print Name: Debbie Tidney
As its President

STATE OF FLORIDA
COUNTY OF SARASOTA

*Amended and Restated Declaration of Condominium of
Sandy Cove 2, a Condominium*

The foregoing instrument was acknowledged before me this 26 day of February, 2018, by Deborah Tinney, as President of SANDY COVE 2 ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He (She) is () personally known to me or () has produced _____ (type of identification) as identification.

Notary Public, State of Florida

My Commission Expires: _____



SANDY COVE 2

A CONDOMINIUM

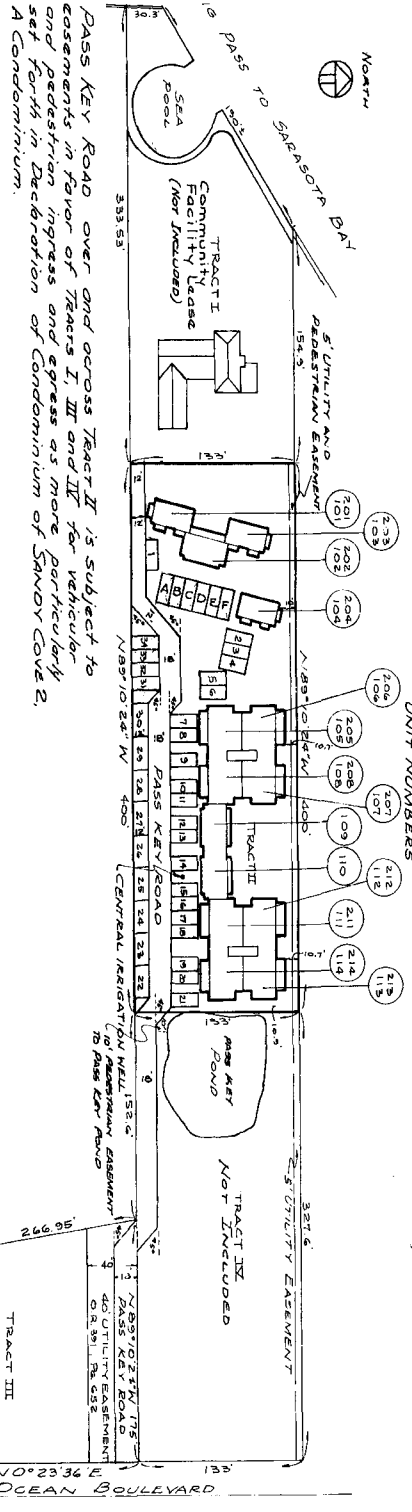
EXHIBIT 'A'
PAGE 1A OF 7 PAGES
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TRACT I:
The North 133 feet of the South 666.3 feet of U.S. Lot 1, Section 11, Township 37 South, Range 17 East, which lies West of the paved road (Ocean Boulevard 50 feet wide) together with all portion rights thereunto belonging or in anywise appertaining. Less the Easterly 121.6 feet thereof (Community facility lease, not submitted to Condominium ownership).

TRACT II: SANDY COVE 2 CONDOMINIUM PROPERTY
The Westerly 400 feet of the Easterly 121.6 feet of the North 133 feet of the South 666.30 feet of U.S. Lot 1, Section 11, Township 37 South, Range 17 East, which lies West of the paved road (Ocean Boulevard, 50 feet wide).

TRACT III:
Begin at the point of intersection of the North line of the South 533.3 feet of U.S. Lot 1, and the West right of way line of Ocean Boulevard (50 feet wide); thence N 89° 10' 34" W along said North line, 175 feet; thence S 8° 40' 24" E, 206.95 feet; thence S 84° 52' 38" E, 133.98 feet to the right of way line of Ocean Boulevard; thence N 0° 23' 36" E along Ocean Boulevard, 273.3 feet to the Point of Beginning. (Not Included in SANDY COVE 2)

TRACT IV:
The Easterly 387.6 feet of the North 133 feet of the South 666.3 feet of U.S. Lot 1, Section 11, Township 37 South, Range 17 East, which lies West of the paved road (Ocean Boulevard, 50 feet wide). (Not Included in SANDY COVE 2)



LEGEND:
Letters A-F Carpets
Numbers 1-34 Parking Spaces

STATE OF FLORIDA
COUNTY OF SARASOTA

I, the undersigned Registered Land Surveyor, hereby certify that this plat is a true representation of land described and shown hereon and that together with the declaration can be determined therefrom the location, identification and dimensions of the common elements, and of each unit contained therein, as now constructed.

George A. Zuplin
George A. Zuplin
Registered Land Surveyor
10000 S. University Blvd., Suite 200
Lakewood Ranch, Florida License 1795

DATE OF SURVEY: SEPTEMBER, 1972 REGISTERED LAND SURVEYOR LICENSE 1795

EXHIBIT A

SANDY COVE 2

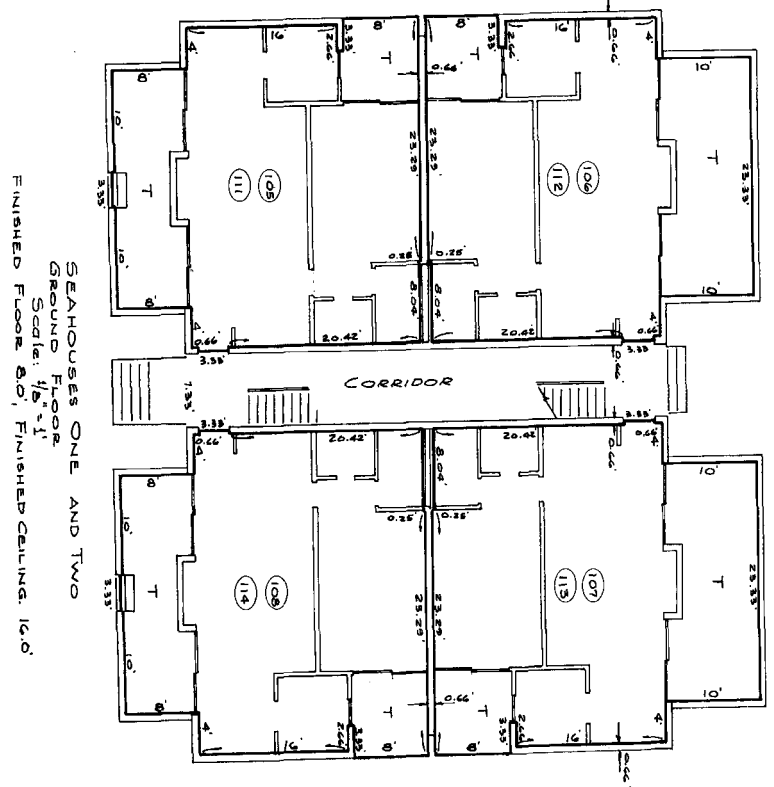
A CONDOMINIUM

UNIT BOUNDARIES: The plane of the undecorated finished ceiling which would be the uppermost ceiling in the case of a unit with more than one story.

Lower boundaries: The horizontal plane of the undecorated finished floor, which would be the lowest floor in the case of a unit with more than one story.

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

- LEGEND:**
- ① Unit number
 - B Balcony
 - T Terrace



SANDY COVE 2

A CONDOMINIUM

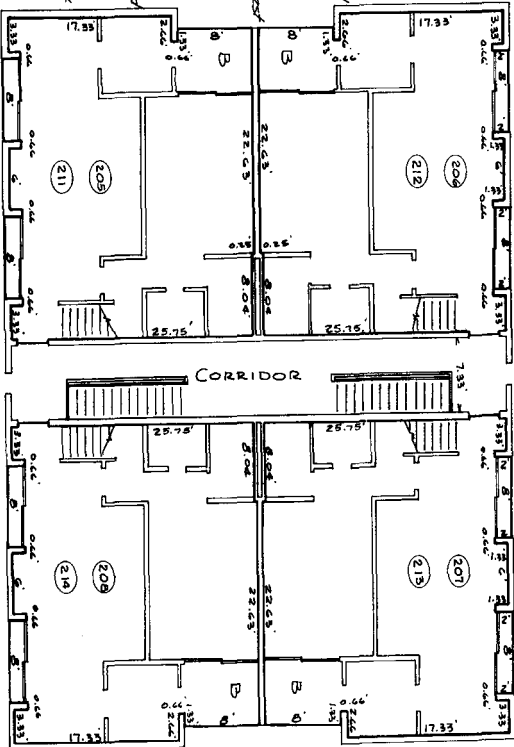
EXHIBIT "A"
PAGE 3A OF 7 PAGES

CONDOMINIUM BOOK 5, PAGE 201

UNIT BOUNDARIES:
Upper Boundaries: The plane of the undecorated finished ceiling which would be the uppermost one ceiling in the case of a unit with more than one story.
Lower Boundaries: The horizontal plane of the undecorated finished floor, which would be the lowest floor in the case of a unit with more than one story.
Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to interior sections with each other and with the upper and lower boundaries, and when there is attached to the unit a balcony, loggia, terrace, canopy, stairway or other portion of the unit serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which includes all of such structures and fixtures thereon. Such boundaries shall also include the terraces serving such unit.

- LEGEND -

- ⊙ Unit Number
- B Balcony
- T Terrace

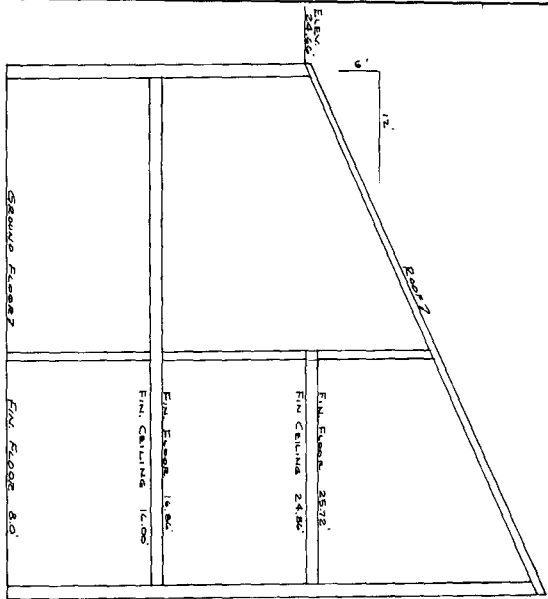


SECOND FLOOR PLAN ONE AND TWO
 LOWER LEVEL
 Scale: 1/8" = 1'
 FINISHED FLOOR 16.86'

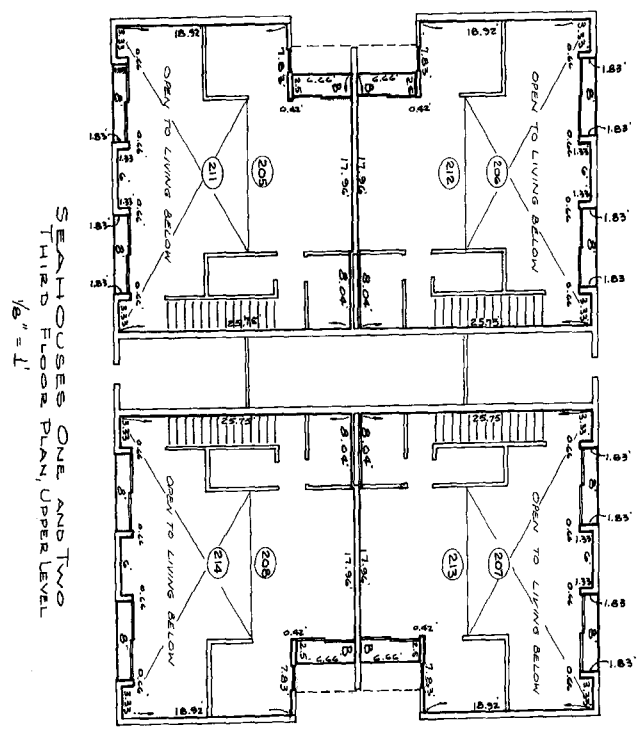
SANDY COVE 2

A CONDOMINIUM

CONDOMINIUM BOOK 6 Page 200
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 PAGE 4A OF 7 PAGES

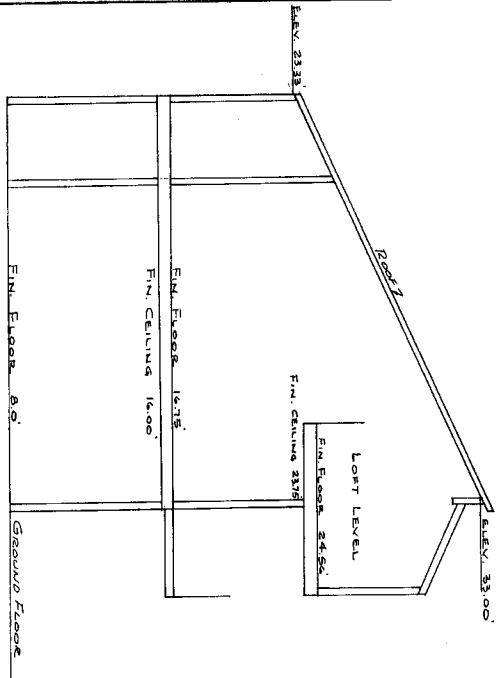


- LEGEND -
- Ⓚ Unit Number
 - B Balcony
 - T Terrace

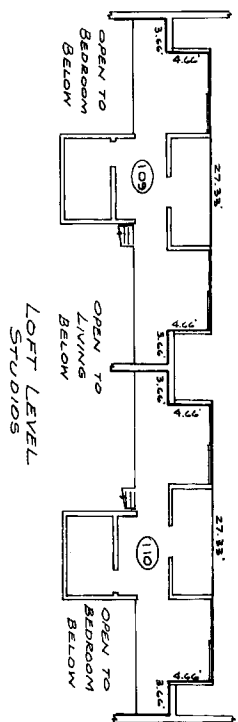
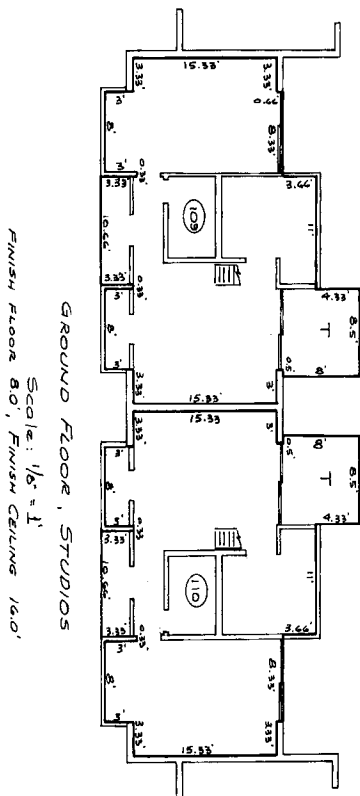


SANDY COVE 2 A CONDOMINIUM

CONDOMINIUM BOOK 6 Page 200
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PAGE 5A OF 7 PAGES

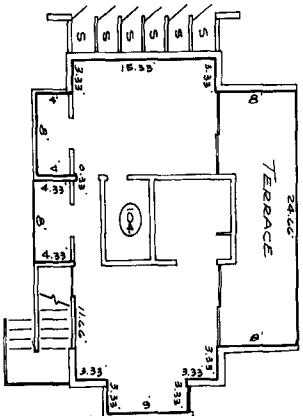
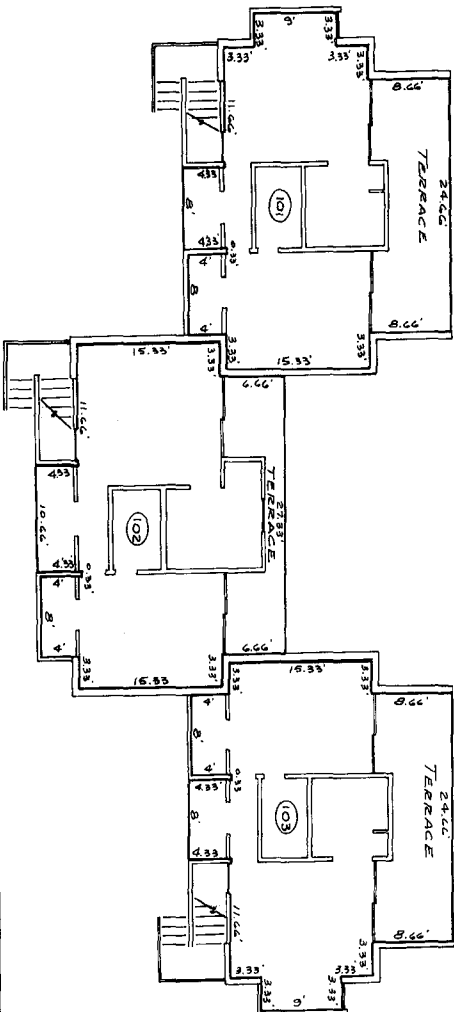


LEGEND:
 (200) Unit number
 B Balcony
 T Terrace



SANDY COVE 2

A CONDOMINIUM



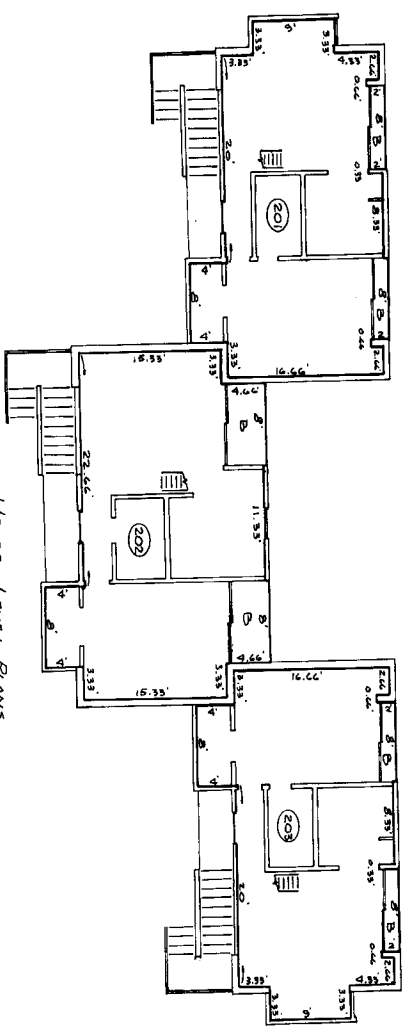
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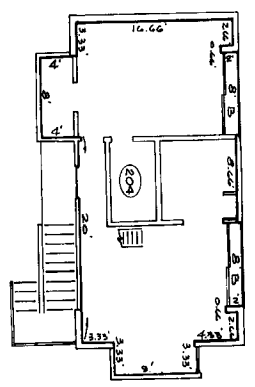
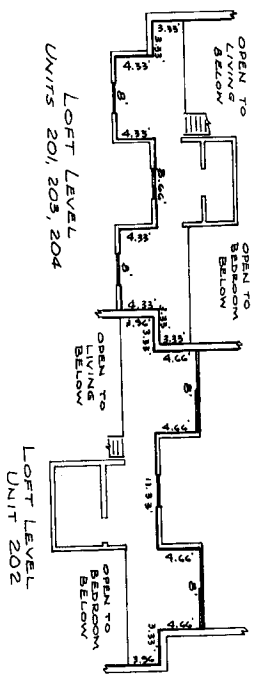
SANDY COVE 2

A CONDOMINIUM

EXHIBIT 'A'
PAGE 7A OF 7 PAGES.



- LEGEND -
 (201) UNIT NUMBER
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EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OF SANDY COVE 2,
A CONDOMINIUM, SARASOTA COUNTY, FLORIDA

The following lands, lying and being situate in Sarasota County,
Florida, to wit:

Tract II, Sandy Cove 2, Condominium Porperty.
The Westerly 400 feet of the Easterly 727.6
feet of the North 133 feet of the South
666.30 feet of U.S. Lot 1, Section 11,
Township 37 South, Range 17 East, which lies
Westerly of the paved road (Ocean Boulevard,
50 feet wide).

TOGETHER WITH the following described easements:

O.R. Book 981, Pages 684, Public Records of
Sarasota County, Florida

O.R. Book 981, Pages 717, Public Records of
Sarasota County, Florida.

SUBJECT TO the following described easements:

O.R. Book 981, Pages 712, Public Records of
Sarasota County, Florida,

O.R. Book 981, Pages 703, Public Records of
Sarasota County, Florida,

O.R. Book 981, Pages 698, Public Records of
Sarasota County, Florida,

O.R. Book 981, Pages 693, Public Records of
Sarasota County, Florida.

ARTICLES OF INCORPORATION

OF

SANDY COVE 2 ASSOCIATION, INC., A Condominium

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

ARTICLE 1.

Name

1.1) Name. The name of the corporation shall be SANDY COVE 2 ASSOCIATION, INC., a Condominium. For convenience the corporation shall herein be referred to as the "Association".

ARTICLE 2.

Purpose

2.1) Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Section 711.12 of the Condominium Act, Florida Statutes, for the operation of SANDY COVE 2, a Condominium, located at 4900 Ocean Boulevard, Sarasota, Florida.

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

ARTICLE 3.

Powers

3.1) Common Law and Statutory Powers. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation and Chapter 711 of the Florida Statutes.

3.2) Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida, and Chapter 711 of the Florida Statutes, except as limited by these Articles of Incorporation and by the Declaration of Condominium of SANDY COVE 2, a condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to such Declaration and as it may be amended from time to time, including but not limited to the following:

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DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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- (a) To make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the Condominium property.
- (d) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit Owners.
- (e) To make and amend reasonable regulations respecting the use of the property in the Condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before the same shall become effective.
- (f) To approve or disapprove the transfer, mortgage and ownership of Units in SANDY COVE 2, a Condominium.
- (g) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium of SANDY COVE 2, these Articles of Incorporation, Bylaws of the Association and the regulations for use of the property in the Condominium.
- (h) To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium of SANDY COVE 2 to have the approval of Directors or the membership of the Association.
- (i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- (j) To employ personnel to perform the services required for proper operation of the Condominium.
- (k) To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities,

whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the Unit owners.

(1) To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

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

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

ARTICLE 4.
Members

4.1) Members. The members of the Association shall consist of all of the record owners of Units and owners of unimproved Unit building sites in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

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

4.3) Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit.

4.4) Voting. The Owner of each Unit or the Owner of an unimproved Unit building site shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by Owners of a Unit and

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the manner of exercising voting rights shall be determined by the Bylaws of the Association:

ARTICLE 5.
Directors

5.1) Board of Directors. The affairs of the Association shall be managed by the Board consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors need not be members of the Association.

5.2) Election of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner by the Bylaws of the Association.

5.3) First Election of Directors. The first election of Directors shall not be held until after the Developer has closed the sale of all of the Units of the Condominium, or until Developer elects to terminate its control of the Condominium, or until December 31, 1975, whichever occurs first. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

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

<u>NAME</u>	<u>ADDRESS</u>
FRANK FOLSOM SMITH	33 Sandy Cove Road, Sarasota, Florida
JAMES B. HOLLIDAY	4638 Gleason Avenue, Sarasota, Florida
ANN ANGLE SMITH	33 Sandy Cove Road, Sarasota, Florida
NORLEN A. HOLLIDAY	4638 Gleason Avenue, Sarasota, Florida

ARTICLE 6.
Officers

6.1) Officers. The affairs of the Association shall be administered by officers designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

this document when received in satisfactory in

<u>Name</u>	<u>Office</u>	<u>Address</u>
FRANK FOLSON SMITH	President	33 Sandy Cove Road Sarasota, Florida
JAMES B. HOLLIDAY	Secretary-Treasurer	4639 Gleason Avenue Sarasota, Florida

The Directors and Officers may lawfully and properly exercise the powers set forth in ARTICLE 3, particularly those set forth in Section 3.2(k), notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interests in the entity or entities with whom the corporation enter into such agreements. Disclosure of such agreements by setting forth the same in the Declaration of Condominium of SANDY COVE 2, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and Officers of this corporation of the powers pertinent thereto.

ARTICLE 7.
Indemnification

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

ARTICLE 8.
Bylaws

8.1) Bylaws. The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

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

ARTICLE 9.
Amendments

9.1) Amendments. Subject to the provisions of Section 9.2 of this Article 9, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership; or by not less than 80% of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

9.2) Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium of SANDY COVE 2.

9.3) Certification. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County, Florida.

ARTICLE 10.
Term

10.1) The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the corporation shall be dissolved in accordance with the law.

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ARTICLES 11.
Subscribers

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11.1) Names and Addresses. The names and residences of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
FRANK POLSON SMITH	33 Sandy Cove Road, Sarasota, Florida
JAMES B. HOLLIDAY	4538 Gleason Avenue, Sarasota, Florida
WILLIAM W. HERRILL	2041 Main Street, Sarasota, Florida

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 10th day of January, 1972.

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

Frank Polson Smith
FRANK POLSON SMITH

James B. Holliday
JAMES B. HOLLIDAY

William W. Herrill
WILLIAM W. HERRILL

STATE OF FLORIDA

COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared FRANK POLSON SMITH, JAMES B. HOLLIDAY and WILLIAM W. HERRILL, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of SANDY COVE 2, a condominium, for the purposes expressed in said Articles, this 10th day of January, 1972.

Peter C. Hartman
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES (M.C.) 15, 1974
GENERAL INSURANCE UNDERWRITERS, INC.

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REF. 1184 1971

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STATE OF FLORIDA

DEPARTMENT OF STATE - DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

Certificate of Amendment to Certificate of Incorporation
of SANDY COVE 2 ASSOCIATION, INC., a corporation organized
under the laws of the State of Florida, filed on the 15th
day of June, 1977, as shown by the records of this office.

Kenetoby, Moore, Riddle & DeLeon, PA.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the

18th day of July

1977



OSR-104
1/27/77

REF. 1184 1971
Gene S. Smith

SECRETARY OF STATE

CERTIFICATE TO AMENDMENTS TO ARTICLES OF INCORPORATION OF SANDY COVE 2 ASSOCIATION, INC.

Sandy Cove 2 Association, Inc., its address being 4900 Ocean Blvd., Sarasota, Sarasota County, Florida, through the hands of its appropriate officers hereby certifies that:

I

The members of Sandy Cove 2 Association, Inc. were presented by the Board of Directors the following Amendments to the Articles of Incorporation of Sandy Cove 2 Association, Inc., a resolution adopting said amendments being passed by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association, as required by Article 9.1(b) of the Articles of Incorporation of Sandy Cove 2 Association, Inc. Said amendment to read as follows:

1. Amend Article 9.1(b) of the Articles of Incorporation of Sandy Cove 2 Association, Inc., to read as follows:

A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than a majority of the entire membership of the Board of Directors and by not less than sixty-six percent of the vote of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

IN WITNESS WHEREOF, Sandy Cove 2 Association, Inc., has caused this Certificate to be signed in its name by its President and attested to by its Secretary this 4th day of May, 1977.

SANDY COVE 2 ASSOCIATION, INC.

Peggy B. Handley 5/4/77

Dawn E. Bpa 5/4/77

Richard W. Selleur
President

Attest:

REC 1184 PG 1973

By William W. Swift
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me a notary public in and for the State of Florida at large, personally appeared Richard W. Selten, as President of SANDY COVE 2 ASSOCIATION, INC., and William W. Swift, Jr as Secretary of SANDY COVE 2 ASSOCIATION, INC., and they acknowledge before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to Articles of Incorporation on behalf of said corporation; and affixed thereto the corporate seal of said corporation; and they are authorized to execute said Certificate and the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Sarasota, Sarasota County, Florida, this 4th day of May, 1977.

Peggy B. Handley
Notary Public

My Commission Expires:

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FILED AND RECORDED
R.H. HAYDEN, JR. CLERK
SARASOTA CO., FLA.

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**AMENDED AND RESTATED BYLAWS OF
SANDY COVE 2 ASSOCIATION, INC.**

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

ARTICLE 1. Identity

These are the Amended and Restated Bylaws of Sandy Cove 2 Association, Inc., called "Association" in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the "Condominium Act" in these Bylaws, which condominium is identified by the name Sandy Cove 2, and is located upon certain lands in Sarasota County, Florida. The Original Declaration of Condominium of Sandy Cove 2 was recorded in Official Record Book 981, Page 727 of the Public Records of Sarasota County, Florida as it may be amended from time to time.

The Bylaws of the Association are hereby amended and restated in their entirety ("Amended and Restated Bylaws"). **THIS IS A SUBSTANTIAL REWORDING OF THE ORIGINAL BYLAWS AS THEY HAVE BEEN AMENDED FROM TIME TO TIME. SEE THE TEXT OF THE PREVIOUS BYLAWS AND ALL AMENDMENTS FOR TEXT THAT IS AMENDED BY THIS DOCUMENT.**

1.1 Office. The office of the Association shall be at 100 Pass Key Road, Siesta Key, Sarasota, Florida, unless otherwise designated by the Board.

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

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

1.4 Definitions. Terms as used in these Bylaws shall have the meanings as referenced in the Declaration of Condominium and/or the Condominium Act, as they may be amended from time to time, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 2. Members' Meetings

2.1 Annual Members' Meeting. The annual members' meeting shall be held in February of each year at a location designated by the Board. The annual members' meeting shall be for the purpose of electing directors and transacting any other business authorized to be transacted by the members;

2.2 Special Members' Meetings. Special Members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

*Amended and Restated Bylaws of
Sandy Cove 2 Association, Inc.*

2.3 Notice of Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be mailed, hand-delivered, or electronically transmitted to each member at his address as it appears on the books of the Association, or to a location as one or more of the owners of the unit advise the Association in writing, not less than (14) days prior to the date of the meeting. A copy of such notice shall be also be posted in a conspicuous place on the condominium property where all notices of unit owner meetings shall be posted as designated by the Board, not less than fourteen (14) days prior to the time of meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice or by a United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was provided in accordance with this provision. Notice of meeting may be waived before or after meetings.

a. Unit Owners have the right to participate in members' meetings with reference to all designated agenda items, subject to Board-adopted rules and regulations governing the frequency, duration, and manner of such participation. Unit owners may tape record or videotape a members' meeting, subject to reasonable rules and regulations.

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

2.5 Voting.

a. In any meeting of members each unit is entitled to cast one (1) vote in the manner provided herein or as otherwise permitted by law. Votes associated with a unit shall not be apportioned and may not be divided.

b. If a Unit is owned by one person, the right to vote shall be established by the record title to the Unit and that person shall have the authority to cast all votes associated with the Unit.

c. 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 voting certificate signed by all of the record owners of the Unit and filed with the Association.

d. If a Unit is owned by a Trust and is occupied by the beneficiary of the Trust, such beneficiary shall be entitled to cast the vote associated with the Unit. If a Unit is owned by a Trust and is occupied by an individual other than the beneficiary of the Trust, the Trustee shall be entitled to cast the vote associated with the Unit. Co-Trustees, or Co-beneficiaries that occupy

a Unit shall designate the person entitled to cast the vote in the same manner as a Unit that is owned by more than one person.

e. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the president or vice president of the corporation and filed with the Association.

f. In the event the unit is owned by a partnership, limited liability company, or other entity, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by a partner, managing member, or other such appropriate individual as may be required by the Board in order for the Board to make a reasonable determination of the identity of the individual that has the authority of the entity to cast the vote.

g. Voting certificates shall be valid until revoked or until superseded by a subsequent voting certificate or until a change in ownership of the Unit concerned. A voting certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner of a Unit. If such voting certificate is not on file, the vote of such Owners shall not be counted, but any owner present at a meeting may be considered for the purpose of establishing a quorum.

h. No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise, unless allowed by the Condominium Act.

2.6 Proxies. Votes may be cast in person or by proxy, or through other means as may be permitted by the Condominium Act. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be provided to the Association before or during the appointed time of the meeting or any adjournment of the meeting. Except as specifically otherwise provided in this paragraph or by the Condominium Act, unit owners may not vote by general proxy, but may vote by use of a limited proxy substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Time Shares, and Mobile Homes (the "Division"). In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Limited Proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required. Both limited proxies and general proxies may be used to establish a quorum. No proxy, limited or general, shall be used in the election of Board members

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

2.8 **Order of Business at Members' Meetings.** The order of business at annual members' meetings and as far as practical at other member's meetings, shall be:

- a. Election of chairman of the meeting
- b. Collection of ballots and conduction of election (the business of the meeting may continue during the ballot processing and tallying)
- c. Calling 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. Announcement of election results
- k. Adjournment

ARTICLE 3. Directors.

3.1 **Membership of Board of Directors.** The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) Directors. Board of Directors shall have the authority to increase or decrease the number of directors for the next election term provided such change is approved at a duly noticed board meeting not less than ninety (90) days prior to the next election. No change in the number of directors shall serve to shorten or lengthen the term of any duly elected or appointed director.

3.2 **Election of Directors.** Election of directors shall be conducted in the following manner:

- a. Election of directors shall be held at the annual members' meeting.
- b. The Board shall not have the authority to appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. The Board has the authority, but not the obligation, to establish a candidate search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the Board.
- c. The election shall be by a written secret ballot, voting machine, or by other procedures authorized by the Condominium Act, including but not limited to an electronic internet-based voting system, and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. An election is not required if the number of vacancies equals or exceeds the number of eligible candidates, and the eligible candidates become members of the Board effective upon the adjournment of the annual meeting. In the event of a tie between one or more candidates, the tie shall be broken by lot.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the majority vote of the remaining directors even if the remaining directors constitute less than a quorum), and the appointed Director shall serve for the remaining term of the vacancy being filled.

e. Any director may be recalled and removed for any reason by concurrence of a majority of the eligible votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled in accordance with the Condominium Act.

3.3 Director Term of Office. Directors shall be elected to serve two-year staggered terms. At the first election following the adoption of this provision, three candidates receiving the highest number of votes shall be elected to serve for a two-year term, and the candidates receiving the fourth and fifth highest number of votes shall serve for a one-year term. At each subsequent election, directors shall be elected to two-year terms to ensure staggered elections.

3.4 Organizational Board Meeting. The organization meeting of a newly-elected Board of Directors, for the purposes of election of officers and conducting any other duly noticed agenda items shall be held within 10 days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected. Alternatively, the organizational board meeting may take place immediately following the meeting at which they were elected, provided the meeting has been properly noticed.

3.5 Regular Board 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, or electronic notice at least 3 days prior to the day named for such a meeting.

a. Meetings of the Board at which a quorum of the directors is present shall be open to all Unit Owners and notice of board meetings shall be posted in a conspicuous location in the community, established by resolution of the Board, forty-eight (48) hours in advance for the attention of Unit Owners except in an emergency, or as otherwise provided herein, or as otherwise required by law. The meeting notices shall incorporate an identification of agenda items. Notwithstanding any provision to the contrary, meetings between the Board (or any committee) and the Association's attorney with respect to proposed or pending litigation, or meetings held for the purpose of discussing personnel matters, or as otherwise may be set forth in law, shall not be open to members.

b. Written notice of any Board meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be considered, shall be mailed, delivered, or electronically transmitted to the owners and posted in a conspicuous place in the community not less than fourteen (14) days prior to the meeting. Evidence of

compliance with this fourteen (14) day notice shall be made by affidavit executed by the person providing the notice and filed among the official records of the Association.

c. If twenty percent (20%) of the voting membership petitions the Board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, place the item on the agenda.

d. The Unit Owners shall have the right to speak with reference to all designated agenda items for three (3) minutes per unit owner, unless a longer period of time is permitted by the Board or its duly adopted rules and regulations. The board of directors may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements and participation in accordance with the Condominium Act. Unit Owners shall have the right to tape record or videotape the meetings, subject to reasonable rules and regulations.

e. Any item not included in the meeting notices may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board.

f. Meetings of committees to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the board meeting requirements contained herein. Unless otherwise required by the Board, any legal committee, fining committee, or personnel committee are exempted from the notice and open meeting requirements unless specifically required by the Board, and all meetings of other committees appointed by the Board shall be required to comply with the notice and open meeting requirements.

3.6 Special Board Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of special board meetings shall be provided as set forth in Section 3.5.

3.7 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.

3.8 Quorum of Board. A quorum at directors' meeting shall consist of a majority of the entire number of seats on the Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws. A Director who abstains from voting on any action taken on any association matter shall be presumed to have taken no position with regard to the action. Directors may not vote by proxy or by secret ballot at any meeting of the Board, except that secret ballots may be used in the election of officers. Board members shall be permitted to attend (and be counted toward quorum requirements) and vote at Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video

communication, provided that an adequate speaker is utilized so that the conversation of those Board members attending by such means may be heard by the board members attending in person, as well as by unit owners present at the meeting.

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

3.10 Joinder in a Board Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall not constitute the presence of such director for the purpose of determining a quorum.

3.11 Presiding Officer. The presiding officer of directors' meetings shall be President. In the absence of the President, the directors present shall designate one of their number to preside.

3.12 Order of Business at Board Meetings. The order of business at directors meetings shall be:

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

3.13 Director Compensation. Directors shall serve without compensation, but may be reimbursed for all actual and reasonable expenses incurred by the Directors relating to the proper discharge of their duties on behalf of the Association as approved by the Board.

3.14 Qualification of Directors. Co-owners of a unit may not serve as members of the Board unless permitted by the Condominium Act. A unit owner must be eligible to be a candidate for board membership at the time of the deadline for submitting notice of intent to run in order to have his or her name listed as a proper director candidate. A person who has been suspended or removed by the Division, or who is delinquent in the payment of any monetary obligation due to the Association is not eligible to run and may not be listed on the ballot. A person who has been convicted of any felony in Florida (or who has been convicted in another jurisdiction of an offense that would be considered a felony in Florida) is not eligible unless such felon's civil rights have been restored for at least five (5) years. A director or officer that is more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be

deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

3.15 Resignation. Resignations of officers and directors must be in writing and are effective upon receipt by the Association (unless the writing specifies a later effective date, which shall control).

3.16 Liability and Indemnification. Every Director, every officer and every committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, officer, or committee member of the Association, whether or not he is a Director, officer, or committee member at the time such expenses are incurred, except in such cases when the Director, officer, or committee member has been adjudged in a court of competent jurisdiction of committing willful misfeasance or malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

3.17 Certification. Unless otherwise set forth in the Condominium Act, within ninety (90) days after being elected or appointed to the Board, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the Association's declaration of condominium, articles of incorporation, bylaws, and current written policies, that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of this written certification, within ninety (90) days after being elected or appointed, the director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved condominium education provider within one (1) year before or ninety (90) days after the date of election or appointment. The certification is valid and does not have to be resubmitted as long as the director serves on the board without interruption.

Article 4. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to approval by the unit owners when such is specifically required. The Association shall have all the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium and these Bylaws, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

*Amended and Restated Bylaws of
Sandy Cove 2 Association, Inc.*

4.1 To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.

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

4.3 The maintenance, repair, replacement and operation of the Condominium property.

4.4 The purchase of insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners.

4.5 The reconstruction of improvements after casualty and the further improvement of the property.

4.6 Rules and Regulations. The Board of Directors shall by majority vote enact appropriate rules and regulations regarding the use of the condominium property.

4.7 To approve or disapprove the transfer, mortgage and ownership, occupancy, and tenancy of units as may be provided by the Declaration of Condominium and these Bylaws.

4.8 To enforce the legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these Bylaws of the Association and the Regulations for the use of property in the Condominium.

4.9 To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of directors or the membership of the Association

4.10 To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

4.11 To employ personnel to perform the services required for proper operation of the Condominium.

4.12 To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners and to declare expenses in connection therewith to be common expenses.

4.13 To purchase units in SANDY COVE 2 subject to the provisions of the Declaration of Condominium.

4.14 **Special Assessments.** In the event that the Board of Directors determines that common expenses for emergencies are necessary that cannot be paid out of existing funds,

they may by majority vote approve special assessments to be apportioned among the members according to the percentages stated in the Declaration of Condominium, and payable not later than 30 days from the date voted upon, subject to the same penalties for nonpayment or late payment as regular assessments. This procedure may not be used, however, to enact special assessments totaling more than \$35,000.00 in any one year, or twenty-five percent (25 %) of the Association's operating budget, excluding reserves, whichever is greater. Assessments which exceed this limitation shall require a majority vote of the entire number of eligible votes in the membership according to the procedure set forth in paragraph 6.5 of the Sandy Cove 2 Association, Inc., Bylaws.

Article 5. Officers.

5.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be removed by the majority vote of the directors at any meeting. Any person may hold two or more offices, except that of the President shall not also the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association. He or she 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 or she in his or her 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 of or disability of the President shall exercise the powers and perform the duties of the President. He or she also shall assist the President generally and exercise such other powers and perform such generally duties as shall be prescribed by the Directors.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings and the directors and the members. He or she shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He or she shall have custody of the seal of the Association and affix it to instrument requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

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

5.6 Compensation. The compensation of all employees of the Association shall be fixed by the directors. Officers shall serve without compensation, but may be reimbursed for all

actual and reasonable expenses incurred by the officers relating to the proper discharge of their duties on behalf of the Association as approved by the Board.

5.7 Committees. The Board of Directors may designate from among the members additional committees to assist the Board in an advisory capacity. Such committees shall not have the authority to contractually bind the Association, and shall have limited powers only to the extent delegated by the Board.

5.8 Management. The Board of Directors may employ the services of a manager, professional management company, and/or other employees and agents as they shall determine appropriate to actively manage, operate, and care for the Condominium property, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board. The Board shall have the authority to delegate duties of particular officers to such manager or agent. To the extent that such particular duties are designated by the Board, the officers shall oversee the manager or agent to ensure adequate completion of said duties.

Article 6. Fiscal Management.

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

6.1 Accounts. The receipt and expenditures of the Association shall be credited and charged to accounts under the classifications as shall be appropriate, all of which expenditures shall be common expenses for the operating expenses, capital improvements or betterments, and reserves for deferred maintenance or replacement.

6.2 Budgets. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing reserves according to good accounting practices. A copy of the proposed annual budget shall be mailed to the Unit Owner not less than fourteen (14) days prior to the Board meeting at which the budget will be considered, together with a notice of that Board meeting. An officer or manager of the Association, or other person providing notice of such Board meeting, shall execute an affidavit evidencing compliance with such notice requirements, and such affidavit shall be filed among the official records of the Association. The proposed annual budget of Common Expenses shall be detailed and show estimated revenues and expenses, and shall show the amounts budgeted by accounts and expense classifications.

a. Reserves. In addition to annual operating expenses and estimated revenues, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing, and for any other item for which the deferred maintenance expense, or replacement cost exceeds \$10,000.00 (or as otherwise may be required by the Condominium

Act). The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Owners may vote to waive or reduce funding of reserves by a majority vote of those present in person or by proxy at a duly called membership meeting. Proxy questions relating to association votes for the waiving or reducing of the funding of reserves, or using existing reserve funds for purposes other than the purposes for which the reserves were intended shall contain the following statement, in capitalized, bold letters, in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF THOSE UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

b. **Budget Increase.** If a budget is adopted by the Board which requires assessments against Unit owners in any fiscal year exceeding One Hundred and Fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget. The adoption of a revised budget shall require a vote of not less than a majority of all Unit Owners. The Board may in any event propose a budget to the Unit Owners at a meeting of members or by writing and, if such budget or proposed budget be approved by the Unit Owners at the meeting or by a majority of their whole number in writing, such budget shall be adopted. In determining whether assessments exceed One Hundred and Fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation.

6.3 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly installments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessments may be amended at any time by the Board of Directors if the accounts or the amended budget do not exceed the limitations for that year. Any account that does not exceed such limitation shall be subject to the approval of the membership of the Association, as previously required in these

Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the first day of the month next succeeding the month in which the amended assessment is made or as otherwise provided by the Board of Directors.

a. **Interest and Late Charge; Attorney's Fees.** Unless otherwise allowed by the Condominium Act and approved by the Board, each installment of each assessment which is not paid when due shall (i) bear interest from the due date up to the rate of eighteen percent (18%) per annum (ii) be subject to a late charge up to the greater of \$25.00 or 5% of each delinquent installment for which the payment is late, as determined by the Board. The owner shall be responsible for all collection costs and attorney's fees and costs incurred by the Association.

i. **Application of Payments.** Any payment received by the Association must be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

b. **Lien for Non-payment; Collection Remedies.** Every Unit Owner shall pay his proportionate share of the condominium's Common Expenses, in the same ratio as his percentage of ownership in the condominium's Common Elements as set forth in the Declaration and any special assessments assessed against his Condominium Parcel in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses or any regular or special assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in his Unit, and the lien shall secure any unpaid assessments, interest, late fees, costs, and attorney's fees as set forth in the Declaration.

c. **Suspension of Use and Voting Rights Due to Delinquency.** In addition to any other legal remedy available to the Association, if a unit owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Board may suspend the right of the unit owner or the unit's occupants to use the common or recreational facilities until the monetary obligation is paid in full. The Board may also suspend the voting rights of a unit owner due to the nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than ninety (90) days delinquent, subject to other limitations that may be required by the Condominium Act. A voting interest allocated to a unit which has been so suspended shall be subtracted from the total number of voting interests in the Association for purpose of computing the total percentage or number of voting interests available to take or approve any action. The suspended voting interest shall not be considered for any purpose, including but not limited to the percentage of voting interests necessary to constitute a quorum, to conduct an election, or to approve an action pursuant to the Condominium Act or the governing documents. The suspension ends upon full payment of all monetary obligations due. All

suspensions pursuant to this sub-section shall be approved at a properly noticed board meeting, and upon approval the Association must notify the owner in writing via mail or hand delivery, and no hearing shall be required unless required by law.

6.4 Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than 10 days after delivery of notice to the unit owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Special Assessments. In the event that the Board of Directors determines that common expenses for emergencies or unexpected expenses are necessary that cannot be paid out of existing funds, the Board may by majority vote approve, at a duly noticed and open meeting of the Board, special assessments to be apportioned among the members according to the percentages stated in the Declaration of Condominium, and payable not later than 30 days from the date voted upon, subject to the same penalties for nonpayment or late payment as regular assessments. However, any special assessments totaling more than \$35,000.00 in any one year, or twenty-five percent (25%) of the Association's operating budget, excluding reserves, whichever is greater, shall be required to receive the approval of the majority of the eligible voting interests in the Association.

6.6 Depository. The depository of the Association shall be in such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7 Financial Reporting. Within ninety (90) days of the end of the fiscal year or as may otherwise be required by law, the Association shall prepare and complete, or contract for the preparation of financial reports for the preceding fiscal year as required by the Condominium Act. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party contractor, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail to each unit owner at the address last furnished to the Association by the owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the report will be provided without charge.

6.8 Fidelity Bonds/Insurance. The Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association, as defined by the Condominium Act. Such bonding or insurance must cover the maximum funds that will be in the custody of the Association or its management company at any one time, unless a lower amount is permitted by law and approved by the Board. The premium on such bonds shall be paid by the Association.

6.9 Contracts/Bids. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five percent (5%) of the total annual budget of the Association, including reserves (except for contracts with employees of the

Association, attorneys, accountants, architects, community association managers, engineers or landscape architects), unless the products and services are needed as the result of an emergency, unless the desired supplier is the only source of supply within the county serving the Association, or unless otherwise required by the Condominium Act. The Board need not accept the lowest bid.

Article 7. Parliamentary Rules.

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

Article 8. Amendments.

These Bylaws may be amended in the following manner:

8.1 Notice of Proposed Amendment to Members. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 Proposal and Approval. An amendment may be proposed by a majority of Directors or by a majority of the voting interests in the Association. Notice of the subject matter of a proposed amendment shall be including in the notice of the meeting at which the approval of the amendment is considered. No bylaw may be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended, with new words inserted and underlined, and any words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder, rather than assist in the understanding of the proposed amendment, it is not necessary to follow this procedure provided a notation is inserted immediately preceding the proposed amendment in substantially the following language: "substantial rewording of bylaw. See bylaw for present text".

Except as elsewhere provided, such approvals must be by not less than a majority of the Board of Directors and by not less than an affirmative vote of sixty-six percent (66%) of the eligible voting interests in the entire membership.

8.3 Proviso. Provided, however that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

8.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

*Amended and Restated Bylaws of
Sandy Cove 2 Association, Inc.*

Article 9. Miscellaneous

9.1 Official Records. The official records of the Association shall be maintained within the state and in accordance with the Condominium Act. Access to official records must be made available to members in accordance with the Condominium Act. The Association shall not provide access to records that are protected from access by the Condominium Act. The Association may adopt reasonable rules and regulations regarding the frequency, time, location, notice, and manner of record inspections and copying, and may charge the costs of preparing and furnishing documents to the fullest extent allowed by law.

9.2 Severability: The invalidity or unenforceability in whole or in part of section, subsection, sentence, clause, phrase or word or other provision of these bylaws shall not affect the remaining portions thereof.

9.3 Headings and Capitalization: The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

9.4 Gender Neutral Language: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of these bylaws shall be liberally construed to effectuate the Association's purposes in accordance with the Condominium Act and the Association's governing documents.

CERTIFICATE OF AMENDMENT

The undersigned officer of Sandy Cove 2 Association, Inc. ("Association"), a Florida not-for-profit corporation, does hereby certify that the foregoing Amended and Restated Bylaws of Sandy Cove 2 Association, Inc., were duly approved by the requisite number of members. The undersigned further certifies that this restatement and amendment of the Bylaws was adopted in accordance with the Association's governing documents.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be signed in its name this 26 day of February, 2018.

Witnesses:

Sign: Heidi Kelson
Print Name: HEIDI KELSON

Sign: Wayne Vert
Print Name: WAYNE VERT

Signed, sealed and delivered
SANDY COVE 2 ASSOCIATION, INC.

By: Deborah Tinney
Print Name: Deborah Tinney
As its President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26 day of February, 2018, by Deborah Tinney, as President of SANDY COVE 2 ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is () personally known to me or () has produced _____ (type of identification) as identification.

Notary Public, State of Florida

My Commission Expires: _____



*Amended and Restated Bylaws of
Sandy Cove 2 Association, Inc.*

CO-TENANCY AGREEMENT

This agreement made and entered into this 15th day of December, 1977, by and between SANDY COVE 2 ASSOCIATION, INC., a non-profit Florida corporation (hereinafter "Sandy Cove 2"), SANDY COVE 3 ASSOCIATION, INC., a non-profit Florida corporation (hereinafter "Sandy Cove 3") and SANDY COVE 4 ASSOCIATION, INC., a non-profit Florida corporation (hereinafter "Sandy Cove 4"). Sandy Cove 2, Sandy Cove 3 and Sandy Cove 4 shall hereinafter be collectively referred to as "the Associations."

RECITALS

- A. Sandy Cove 2 is the condominium association for Sandy Cove 2, a Condominium, as per Declaration of Condominium thereof, recorded in Official Records Book 981, Pages 727, et seq., Public Records of Sarasota County, Florida, and Condominium Plat thereof recorded in Condominium Book 6, Pages 20, 20A-20F, Public Records of Sarasota County, Florida, and is charged with the overall management and operation of this condominium.
- B. Sandy Cove 3 is the condominium association for Sandy Cove 3, a Condominium, as per Declaration of Condominium thereof, recorded in Official Records Book 996, Pages 23, et seq., as amended in Official Records Book 997, Page 1177, Public Records of Sarasota County, Florida, and Condominium Plat thereof recorded in Condominium Book 6, Pages 34 and 34A, Public Records of Sarasota County, Florida, and is charged with the overall management and operation of this condominium.
- C. Sandy Cove 4 is the condominium association for Sandy Cove 4, a Condominium, as per Declaration of Condominium thereof recorded in Official Records Book 1044, Pages 882, et seq., as amended in Official Records Book 1045, Page 1656, Public Records of Sarasota County, Florida, and Condominium Plat thereof recorded in Condominium Book 8, Pages 22A-22E, both inclusive, Public Records of Sarasota County, Florida, and is charged with the overall management and operation of this condominium.
- D. Sandy Cove 2, 3 and 4 each previously entered into a Non-Exclusive Community Facility Lease with W. W. Merrill, as Trustee, under that certain unrecorded Trust Agreement dated November 22, 1972, wherein they each leased the property described in Exhibit "A", attached hereto and made a part hereof, together with all improvements thereon, (herein the "property") for the benefit of their respective members. These leases are recorded in Official Records Book 981, Pages 791, et seq., Official Records Book 996, Pages 83, et seq., and Official Records Book 1044, Pages 94B, et seq., respectively, Public Records of Sarasota County, Florida, and shall hereinafter be collectively referred to as the "Community Facility Leases".
- E. Sandy Cove 2, Sandy Cove 3 and Sandy Cove 4 have now acquired title to all of the property and all right, title and interest of the lessor in, to and under the Community Facility Leases.
- F. The Associations have concurrently herewith executed an agreement canceling and terminating the Community Facility Leases and they desire to enter into this Co-tenancy Agreement between themselves to define their respective rights and obligations and the respective rights and obligations of their members with respect to the continued use, operation, repair, maintenance and replacement of the property.

PREPARED BY MICHAEL J. FUREN, ESQ.
 DEICARD, MERRILL, GULLIS, THAM & FUREN, P.A.
 2041 MAIN ST.
 POSTAL DRAWER 4195
 SARASOTA, FLORIDA 33578

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Declaration of Intention. The parties by this Agreement declare that their relationship in the property will be as tenants-in-common with all the rights, obligations and privileges of such relationship accorded them by and in accordance with the law of the State of Florida, except as otherwise provided in this Agreement and subject, however, to all the terms and conditions hereinafter set forth in this Agreement.

2. Percentages of Ownership. The Associations acknowledge and agree that they each own the following undivided interest in the property: Sandy Cove 2 - 43.333%; Sandy Cove 3 - 26.6667%; and, Sandy Cove 4 - 30.000%.

3. Limitation of Agreement. Nothing herein contained shall be construed to make the parties partners or to constitute any of the parties the agent of the other, or in any manner constitute a merger of the Associations or their members, purposes or activities.

4. Non-exclusive Possession. All the parties agree that they shall all have an equal right to the possession of the property and that any possession by one party shall be non-exclusive and none of them shall have the right of exclusive possession as against the other.

5. Limitation on Use. The property shall be used only for the leisure time activity, health, use, benefit and enjoyment of the unit owners and/or occupants of the respective condominiums managed and operated by the Associations. The property shall be utilized on a non-exclusive basis by the Associations and their respective members.

6. Pass Key Association. The premises shall continue to be administered by the Pass Key Association which was established for this purpose in February 1977, with representatives from each association on a basis of one representative for each eight members, disregarding fractional remainders. Hence, Sandy Cove 2 shall continue to have three representatives, Sandy Cove 3 shall continue to have two representatives, and Sandy Cove 4 shall have two representatives.

The Pass Key Association shall be responsible for establishing and administering the budget for the property and approval of any special expenditures not covered in the budget. Pass Key Association expenditures shall be levied on the separate associations on a pro rata basis according to the ownership percentages and income derived from the premises shall be distributed to the associations in the same ratios. Financial decisions of the Pass Key Association shall require a majority vote of the representatives and shall be binding upon the separate associations.

The Pass Key Association shall have the right to pass reasonable rules and regulations governing the use of the premises by a majority vote of the representatives. Until rescinded or superceded, the Sandy Cove 2/3 Association Regulations relating to the property enacted in February, 1976, shall remain in effect where applicable.

X Representatives to the Pass Key Association shall be elected by each Association at its annual meeting, and shall be nominated by the same nominating committee which nominates the Association's directors. Vacancies occurring between annual meetings, or prior to the first annual meeting in the case of Sandy Cove 4, shall be chosen by the Board of Directors of the Association which they represent. Representatives may be removed by a vote of two-thirds of the membership of the condominium which they represent.

X The Pass Key Association shall have the prerogative of incorporating, if it should decide that this step is necessary to protect its interests. In this event, the representatives who comprise the association at the time of incorporation shall constitute the first board of directors of the corporation. Until incorporated, or until the adoption of more specific bylaws by the Association, it shall be governed in procedural matters by the bylaws of the separate associations when applicable. When not applicable, or when there is a difference in the bylaws of the separate associations, Roberts Rules of Order will be followed.

In addition to administering the property, the Pass Key Association may assume responsibility for any other matter of mutual interest if the boards of the associations concerned request that it do so.

7. Rules and Regulations Governing Use. The use of the property by the Associations and their members shall be subject to uniform and reasonable rules and regulations applicable to all persons having a right to use the property. The rules and regulations shall become effective upon being approved by the Boards of Directors of the Associations.

8. No Sale, Lease, Transfer or Encumbrance. Each of the parties to this Agreement agrees that it will not sell, transfer, lease or encumber its undivided interest in the property without the prior written consent of all other parties.

9. Term of Agreement. This Agreement shall continue in full force and effect until terminated by all of the parties hereto.

10. Persons Who May Use the Property. The persons who may use and enjoy the property shall be limited to the following:

a) Unit owner. Any person who is the owner of a condominium parcel (unit) in any of the condominiums, his spouse if in residence with him at the condominium parcel (unit) and other members of his immediate family if in residence with him at the condominium parcel (unit).

b) Occupants. An occupant is defined as any person not included in the foregoing subparagraph who is lawfully in residence at and in possession of the condominium parcel (unit). An occupant, his spouse if she be resident with him at the condominium parcel (unit) and other members of his immediate family who are in residence with him at the condominium parcel (unit).

c) Corporate unit owners or occupants. If a corporation be a unit owner or be entitled to possession as an occupant, the use of the property shall be limited at any one time to only two of its officers, directors or employees who have been approved by the particular association in connection with such corporation acquiring title as a unit owner or right to possession as an occupant, and who is in actual residence at the condominium parcel (unit). He, his spouse if she be resident with him in said unit and other members of his immediate family who are residents with him at such condominium parcel (unit).

d) Other Persons Generally. Guests of authorized users upon express invitation, except that the Pass Key Association may enact reasonable regulations limiting the number of guests, restricting their activity or requiring that they be escorted by their hosts.

None of the above shall be construed as restricting the Pass Key Association's right to limit specified areas to certain activities, or to preclude the policy of allowing the premises to be reserved on specific occasions, even though this may result in temporarily excluding authorized users from the premises.

11. Waiver of Partition Right. During the term of this Agreement, each of the parties hereto, in its own behalf and the behalf of all its members, knowingly waives any rights it may have to seek partition or partition sale of the property or its undivided interest therein.

12. Notices. Any and all notices, objections, requests or other communications required or permitted by this Agreement or by law to be served on or given to any of the parties hereto shall be in writing and shall be deemed duly served and given when deposited in the United States Mail, certified or registered, postage prepaid and properly addressed to Sandy Cove 2 at 100 PASS KEY RD, SARASOTA, FL 33581, Sandy Cove 3 at 100 PASS KEY RD, SARASOTA, FL 33581, and Sandy Cove 4 at P.O. DRAWER 4195, SARASOTA, FL 33578. Each party may change their address for purposes of this Agreement by giving written notice of such change to the other parties in the manner provided for in this paragraph.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their members, grantees, successors and assigns.

14. Attorneys' Fees. Should any litigation be commenced between the parties hereto concerning the property, this Agreement or the rights and obligations of the parties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in such litigation, which shall be determined by the Court in such litigation or in a separate action brought for that purpose. In addition the prevailing party in any appellate proceeding shall similarly be entitled to a reasonable sum as and for its attorneys' fees in such appellate proceedings.

15. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida.

16. Entire Agreement. This Agreement embodies the full understanding of and agreement between the parties. This Agreement may not be changed orally. Any modifications or amendments hereto must be in writing and signed by all the parties hereto.

17. Cross-Indemnities. Subject to the terms and conditions of this Agreement, each of the parties hereto (hereinafter the "Indemnifying Party") agrees to indemnify and hold the other parties, and each of them, harmless from a proportionate share of all costs, expenses and liability incurred in connection with the management, operation, repair, maintenance and replacement of the property and all improvements thereon. Such proportionate share to be equal to such Indemnifying Party's undivided percentage interest in the property, excluding, however, from the terms of this indemnity all costs and expenses (including without limitation debt service) incurred by any party hereto as a result of such party encumbering its undivided interest in the property, and excluding all judgments, liabilities and liens arising from unauthorized acts or omissions of such other party or parties. For

example, if all such costs, expenses and liabilities are \$10,000.00 and such Indemnifying Party's interest in the Trust is 30%, his indemnity hereunder could not exceed \$3,000.00. Each such Indemnifying Party would be similarly indemnified by the other parties. Each party agrees to indemnify and save harmless the other party from any debts, liens, assessments and charges of any nature occurring against the property by reason of any unauthorized act or omission of such Indemnifying Party.

18. Time is of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

19. Representation of Authority. Each of the parties hereto represents to the others that this Agreement has been authorized and approved by their respective Boards of Directors and members to the extent required by their respective Declaration of Condominium, and that each of them has full authority and power to enter into this Agreement.

20. Arbitration. Any dispute or controversy arising under or as a result of this Agreement shall be settled and determined by arbitration held in Sarasota, Florida, in accordance with the rules of the American Arbitration Association then in effect, and any award made pursuant to such arbitration may be entered in any Court having competent jurisdiction.

21. Sandy Cove 4 Development. Nothing in this Agreement will prevent or limit the use of the property by the Developers of Sandy Cove 4, a Condominium during the development and sale of units in Sandy Cove 4, a Condominium. Said use by the Developers may include but not be limited to the showing of the property to prospective unit purchasers, holding of meetings with prospective unit purchasers and using the property to enhance sales in Sandy Cove 4, a Condominium. When all units in Sandy Cove 4, a Condominium are sold, Developers rights under this provision will cease.

IN WITNESS WHEREOF, the parties herunto have set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

SANDY COVE 2 ASSOCIATION, INC.

Henry B. Handley 12/15/77
Joycia M. Conley 12-15-77

By: Richard W. Sellow
President

ATTEST:
William [Signature]
Secretary

[Signature]
James Domingalabi

SANDY COVE 3 ASSOCIATION, INC.

By: [Signature]
President

ATTEST:
[Signature]
Secretary

Helen A. Read
[Signature]

SANDY COVE 4 ASSOCIATION, INC.

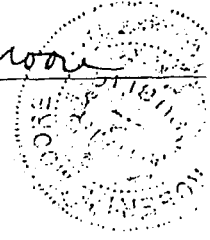
By: Frank [Signature]
President

ATTEST:
[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
15 day of DECEMBER, 1977, by RICHARD W. SELEW,
President of Sandy Cove 2 Association, Inc., a non-profit Florida
corporation, on behalf of the corporation.

Robert J Moore
Notary Public

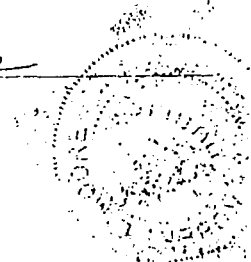


My Commission Expires:
4/18/79

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
15 day of DECEMBER, 1977, by THALIA Z. FINDLAY,
President of Sandy Cove 3 Association, Inc., a non-profit Florida
corporation, on behalf of the corporation.

Robert J Moore
Notary Public



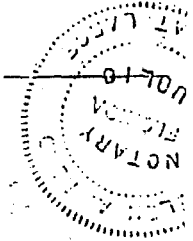
My Commission Expires:
4/18/79

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
15 day of December, 1977, by Frank Nelson Smith & William W. Murrell
President of Sandy Cove 4 Association, Inc., a non-profit Florida
corporation, on behalf of the corporation.

And Secretary

Helen G. Bad
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 2 1981
BONDED WITH GENERAL INS. UNDERWRITERS

OFF REC 1217 PG 1571

LEGAL DESCRIPTION

The North 133 feet of the South 666.3 feet of U.S. Government Lot 1, Section 11, Township 37 South, Range 17 East, lying Westerly of the paved road (Ocean Boulevard, 50 foot wide) less the Easterly 727.6 feet thereof.

FILED AND RECORDED
FEB 1 11 24 AM '78
COUNTY CLERK
SANDHURST, OREGON

814910

OFF REC 1217 PG 1571

EXHIBIT "A"

EXHIBIT "E"
to
Declaration of Condominium
of
SANDY COVE 2, a Condominium
Sarasota County, Fla.

This Exhibit consists of a brief description of each condominium unit and a statement of the following appurtenances to each unit: Each unit's share of the common elements, common expense, and common surplus, which shares are as follows:

<u>UNIT NO.</u>	<u>SHARE</u>
101	3.3%
102	3.3%
103	3.3%
104	3.3%
201	3.8%
202	3.8%
203	3.8%
204	3.8%
109	3.8%
110	3.8%
105	3.8%
106	3.8%
107	3.8%
108	3.8%
111	3.8%
112	3.8%
113	3.8%
114	3.8%
205	4.2%
206	4.2%
207	4.2%
208	4.2%
211	4.2%
212	4.2%
213	4.2%
214	4.2%
TOTAL:	26 Units 100.0%

NOV 27 5 23 PM '72
R. H. HARRIS, CLERK
SARASOTA COUNTY, FLA.
FILED AND RECORDED

488632