

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, FL 33607
(813) 223-7000

**DECLARATION OF CONDOMINIUM
FOR
THE SOUND AT WATERLEFE, A CONDOMINIUM**

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**ORIGINAL OF EXHIBIT NO. 1 CONSISTING OF THE CONDOMINIUM
DRAWINGS IS RECORDED IN CONDOMINIUM BOOK 36, PAGE
15-30, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.**

Bay Colony-Gateway, Inc., a Delaware corporation, hereby declares as follows:

Section 1: Introduction and Submission

1.1 The Land. The Developer owns the fee title to certain land located in Manatee County, Florida, as more particularly described in Exhibit No. 1 hereto ("Land").

1.2 Submission Statement. The Developer hereby submits (a) the Land together with all improvements from time to time erected or to be installed thereon and (b) the easements contained in that certain Declaration and Grant of Easements recorded in Official Records Book 2172, Page 3137, public records of the County ("Declaration and Grant of Easements"), to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

1.3 Property Subject to Certain Restrictions and Easements. The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions, and reserved rights of the Developer contained in this Declaration. The Condominium Property also is subject to (a) the Declaration and Grant of Easements; (b) the resolutions and matters contained in that certain Agreement for the Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned Lands recorded in Official Records Book 1623, Page 4126, public records of the County; (c) the easements created pursuant to that certain Easement Agreement recorded in Official Records Book 1580, Page 6722, public records of the County; (d) the agreements referenced in that certain Memorandum of Agreement recorded in Official Records Book 1599, Page 6798, public records of the County; (e) the easements created in that certain Deed of Conservation Easement recorded in Official Records Book 1610, Page 3191, public records of the County; (f) the covenants, conditions, restrictions, easements and reserved rights contained in the Declaration of Covenants, Restrictions and Easements for Waterlefe Golf & River Club Community as recorded in Official Records Book 1623, Page 4140, public records of the County, as has been or may be amended from time to time ("Master Declaration"); (g) the terms and provisions of that certain plat of Waterlefe Golf & River Club, Unit 12, as recorded in Plat Book 40, Pages 6 to 15, inclusive, public records of the County; (h) the terms of that certain Notice of Establishment of the "Waterlefe Community Development District" recorded in Official Records Book 1656, Page 4366, public records of the County; (i) those certain Notices of Assessments recorded in Official Records Book 1666, Page 2931, and in Official Records Book 1776, Page 1138, public records of the County; (j) that certain Memorandum of Agreement recorded in Official Records Book 1666, Page 2937, public records of the County; (k) that certain Memorandum of Agreement recorded in Official Records Book 1712, Page 2440, public records of the County; (l) Sovereignty Submerged Land Lease recorded in Official Records Book 1619, Page 4375, public records of the County; (m) Sovereignty Submerged Land Lease recorded in Official Records Book 1854, Page 7664, public records of the County; (n) Sovereign Submerged Lands Easements recorded in Official Records Book 1854, Page 7684, public records of the County; (o) Sovereignty Submerged Land Lease Renewal recorded in Official Records Book 1901, Page 5080, public records of the County; (p) such other easements as shown on the Condominium Plat, on any subdivision plat which impacts the Condominium Property, as contained in any future amendments to this Declaration, or as declared by the Developer pursuant to reserved rights contained herein; and (q) all other instruments of record which were in existence prior to recording of this Declaration.

1.4 Name. The name by which this condominium is to be identified is THE SOUND AT WATERLEFE, A CONDOMINIUM ("Condominium").

1.5 Development Matters. Unless specifically defined in this Section, all defined terms contained in this Section shall refer to those definitions contained hereinafter. The Community is a residential development which contains both single-family residences and condominium units, and may contain other residential uses and certain commercial uses desired or deemed appropriate by WCI Communities, Inc. as declarant under the Master Declaration. There are also or may be certain

recreational and other ancillary facilities contained within the Community. Each Owner, by virtue of taking title to a Unit, consents to and understands that WCI Communities, Inc. has certain rights, obligations and privileges under the Master Declaration which pertain to the present and future development of the Community.

Section 2: Definitions

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "Act" or "Florida Condominium Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.2 "Articles" means the articles of incorporation of the Association, as amended from time to time. A certified copy of the original Articles is attached hereto as Exhibit No. 2.

2.3 "Assessment," as further described and defined in Sections 13 and 14 hereof, means a share of the funds required for the payment of the Common Expenses as provided in the Condominium Documents and which from time to time is assessed against the Owner. "Assessments" shall mean and include the General Assessment and all Special Assessments and Capital Improvement Assessments.

2.4 "Association" means THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association." The Association is and shall be considered to be a "Neighborhood Association" as such term is defined in the Master Declaration.

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

2.6 "Board" or "Board of Directors" means the board of directors of the Association.

2.7 "Building" means the structures in which the Units and certain of the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.

2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time. A copy of the original By-Laws is attached hereto as Exhibit No. 3.

2.9 "Common Elements" mean and include (a) the portions of the Condominium Property which are not included within the Units; (b) easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements; (c) an easement of support in every portion of a Unit which contributes to the support of the Unit and the Dwelling or other improvements on all other Units, Common Elements or Limited Common Elements; (d) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements; (e) any entryways, alarm systems, access systems, or security systems not contained within or for a specific Unit; (f) all portions of the stormwater management system for the Condominium as described more fully in the Development Order; and (g) any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

2.10 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act which shall be assessed or imposed by the Association against Units as authorized by the Act. If approved by the Board, "Common Expenses" shall

include the cost of any mangrove trimming and the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

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

2.12 "Community" means the master planned community development project known as Waterlefe Golf & River Club.

2.13 "Condominium Documents" means collectively this Declaration, the Articles and By-Laws and any other documents governing or imposing an obligation upon the Association.

2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements and the Common Surplus which is appurtenant to said Unit.

2.15 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act and constituting Exhibit No. 1 hereto.

2.16 "Condominium Property" means the Land and improvements constructed thereon which have been submitted to condominium ownership under this Declaration, subject to the limitations thereof and exclusions therefrom.

2.17 "County" means Manatee County, State of Florida.

2.18 "Declaration" means this instrument, as it may be amended from time to time.

2.19 "Developer" means Bay Colony-Gateway, Inc., a Delaware corporation, and its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of its rights of Developer hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.

2.20 "Development Order" means collectively the finalized site development plan approvals issued by the County, as has been or may be amended from time to time, together with any other development order(s) as may be issued from time to time by the County for the Property.

2.21 "Dwelling" means the structure constructed within the Unit and created for residential occupancy.

2.22 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least 51% of the voting interests which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

2.23 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units and as shown on the Condominium Plat or otherwise specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.24 "Management Agreement" means and refers to that certain agreement attached to this Declaration as Exhibit No. 4 and made a part hereof, which provides for the operation and administration of the Condominium and the management of the Condominium Property.

2.25 "Management Firm" means and refers to WCI Communities Property Management, Inc., a Florida corporation, and its successors and assigns. The Management Firm shall be responsible for the management services as provided in the Management Agreement.

2.26 "Master Association" means and refers to the Waterlefe Master Property Owners' Association, Inc., a Florida corporation not-for-profit, and its successors and assigns. The Master Association is the operational entity responsible for certain obligations and duties prescribed in the Master Declaration and the exhibits attached thereto, as well as any rules and regulations duly promulgated by the Master Association. The Master Association is not the same entity as the Association.

2.27 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.28 "Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units delineated in the Condominium Plat. The physical boundaries of each Unit are as delineated in the Condominium Plat and are as more particularly described in Section 3.2 of this Declaration. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium. The Dwelling is contained within the Unit.

2.29 "Owner" means the record owner of legal title to a Condominium Parcel.

Section 3: Description of Condominium

3.1 Identification of Units. The Condominium shall contain 8 Units contained in 4 Buildings. Each Unit shall be identified by a separate numerical designation as shown on the Condominium Plat, which exists as Exhibit No. 1 hereto, and which consists of a survey of the Land, a graphic description of the improvements located thereon (including the Dwellings and the Buildings in which the Dwellings are located), and a plot plan thereof. A reduced-in-size copy of the Condominium Plat as recorded in the Condominium Book and Page identified on the first (1st) page hereof, together with a copy of the legal description contained on the Condominium Plat, is attached to this Declaration for convenience. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in air space which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act. Timeshare estates or interests will not be created with respect to any of the Units.

3.2 Unit Boundaries. There shall be two components to a Unit – one portion contained within a Dwelling, and the other portion consisting of exterior, non-enclosed delineated areas, as follows:

(a) Portion of Unit Contained within a Building. Each Unit shall include that part of a Dwelling that lies within the following boundaries:

(i) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.

(ii) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the drywall walls bounding the Unit as depicted on the Condominium Plat extended to their intersections with each other and with the upper and lower boundaries.

(iii) Interior Walls. No portion of the non-structural interior partition walls within a Unit shall be considered part of the boundary of a Unit.

Except for the telephone and cable television lines and equipment which are not part of the Common Elements, no pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit, nor any of the structural members or portions of any kind, including fixtures and appliances within the Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Unit. In addition, any utility lines which are located within a Unit and which provide service to more than one Unit shall be considered to be Common Elements, notwithstanding their physical location being within the Unit's boundaries. If a wall or roof surface overhangs or part of a Unit encroaches onto the Common Elements, the overhanging or encroaching specific portion of such Unit shall be a part of the Unit.

Notwithstanding the fact that no Unit may be divided or partitioned for purposes of sale or lease, a Unit may be combined with the laterally-adjacent Unit in order to permit occupancy of such areas as one residential living space. Such a combination of Units shall be for purposes of occupancy and use only and shall not be deemed an amendment to this Declaration. Further, any such combination shall not materially alter or modify the configuration or size of a Unit.

(b) Portion of Unit Located Outside of a Dwelling. In addition to the portion of the Unit described in Section 3.2(a) hereof, each Unit shall also contain certain areas located adjacent to the interior portion of the Unit as specifically delineated on the Condominium Plat (which shall be deemed to include any and all verandas which are wholly or partially contained under the roof structure of the Building). Certain of these areas may exist underneath the roof structure of the Building but are not enclosed on all sides with walls or other similar structures. The horizontal boundaries of such exterior portion of the Unit shall be deemed to commence at the lowest usable surface and rising to either (i) the underside of any roof surface above such area or (ii) in perpetuity if not contained underneath a roof structure, as bounded by the vertical projections of the delineating lines of such exterior areas as depicted on the Condominium Plat. For purposes of clarity, any wall or block structure which serves to bound a pool and/or spa area shall be deemed to be within the boundaries of a Unit.

3.3 Limited Common Elements.

(a) Defined Areas as Limited Common Elements. To the extent applicable and subject to the provisions of this Declaration, each Unit shall have, as Limited Common Elements appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to: (1) that portion of the Common Elements, as detailed on the Condominium

Plat, which is delineated as Limited Common Elements appurtenant to a particular Unit; (2) driveways, entryways and sidewalks connected or adjacent to a Unit, to the extent same are for the exclusive use of such Unit; (3) any porches or decks or similar structures which are constructed on the Common Elements and are connected with or adjacent to such Unit and for the sole use of the respective Owner, as same are designated as Limited Common Elements on the Condominium Plat; (4) such portion(s) of the Common Elements adjacent to the Unit upon which is installed any equipment, motors or other item necessary for the operation of any pool and/or spa constructed within the adjacent Unit (if any); (5) to the extent applicable, any portion(s) of the Common Elements adjacent to or in close proximity to the Unit upon which is constructed equipment necessary for the cooling and heating of the Dwelling, including, but not necessarily limited to, air conditioners and heat pumps; (6) any light and electrical fixtures outside the Unit or attached to the exterior walls of the Dwelling which are not otherwise contained within the Unit, which are designed to exclusively serve such Unit; (7) to the extent contained on the Condominium Property, the mailbox assigned for the use of a Unit; and (8) the drywall which serves to define the vertical and upper horizontal boundaries of the enclosed portions of the Unit.

(b) Maintenance of Limited Common Elements. The Limited Common Elements shall be maintained, repaired or replaced by the Association as part of the Common Expenses; provided, however, that each Owner shall be solely responsible for (1) maintaining, repairing, replacing and reconstructing any and all equipment relating to a pool and/or spa and/or the cooling and/or heating of the Dwelling, which pool and/or spa exists within the adjoining Unit by the Owner; (2) maintaining, and repairing and caring for any wiring or electrical outlets or light fixture(s) and, where applicable, light fixtures affixed to the exterior walls of a Unit; (3) replacing the necessary light bulbs for said light fixture(s) by the same color and bulb wattage; (4) maintaining, repairing, replacing and reconstructing all portions of any Limited Common Element fountain, including, but not limited to, the physical structure of the fountain and all electricity and water lines, pipes and facilities which serve such fountain; (5) maintaining, repairing and/or replacing all pool and air conditioning equipment, lines and facilities leading to and from such Owner's Unit as contained within the Limited Common Elements; (6) maintaining, repairing, replacing and reconstructing any stairway not located within the boundaries of a Unit but which serves to provide exclusive access to a portion of such Unit; and (7) each Owner shall be responsible for maintaining, repairing, replacing and/or reconstructing the Limited Common Element drywall pertaining to the Unit. Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be caused by the lessees, servants and invitees of a Owner, then such Owner shall be responsible therefor and the Association shall have the right to levy a fine against the Owner of said Unit as a result of such maintenance, repair or replacement.

(c) Insurance of Limited Common Elements. Each Owner shall be solely responsible for insuring any and all portions of the Limited Common Elements appurtenant to a Unit, and the Association shall not have any duty or obligation to do so.

3.4 Permitted Improvements. The following improvements shall be permitted to be constructed within and upon each Unit:

(a) By Developer. The Developer shall construct within each Unit a one-, two- or three-story, single-family attached residential dwelling, which dwelling shall constitute a complete, integrated, architectural and structural residence.

(b) By Owner. In the event any of the Units are conveyed by the Developer to Owners without the aforesaid dwelling having been constructed therein, those Owners or their successors may add the same at any time thereafter, provided construction of all such improvements shall be performed by reputable contractors in accordance with plans and specifications prepared by licensed architects, which shall be subject to the prior written approval of a majority of the members of the Board. The Board shall either grant such approval or deny the same based upon its decision as to whether the improvements shall be aesthetically pleasing and consistent with the design of the Dwellings previously

constructed within Units of the Condominium. There may also be requirements for architectural control under the Master Declaration, which requirements will supersede the provisions of this Declaration in the event of conflict.

(c) Rear Non-Dwelling Portion of a Unit. As noted above, each Unit shall contain certain areas which lie on the exterior of the Dwelling contained within the Unit. Such exterior area(s) shall contain patios and terraces within which may be constructed a swimming pool and/or a spa. Swimming pools and/or spas may only be installed at the time of initial construction of the Unit (meaning that no swimming pool or spa may be constructed subsequent to the issuance and recording of a substantial completion certificate for the Unit in accordance with the provisions of Section 718.104(4)(e), Florida Statutes). No portable swimming pool or spa may be placed within the boundaries of a Unit subsequent to the initial conveyance of the Unit from the Developer to a Unit Owner, save and except for installations made within the physical confines of a Dwelling.

3.5 Easements. In addition to any easements previously recorded in the public records of the County, or easements created under the Act or other sections of this Declaration, the following easements are hereby created or reserved:

(a) There shall be an easement of support in every portion of a Unit which contributes to the support of the Dwelling on the Unit and the Dwelling or other improvements on all other Units, the Common Elements, and the Limited Common Elements.

(b) Easements are hereby created over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements, provided that such easements do not interfere with the residential use of the Units.

(c) Easements are hereby reserved unto the Developer and to the respective utility providers under, through, across and over the Condominium Property as may be required from time to time for the construction, use, maintenance and operation of all utilities (whether public or private), cable television systems, communications and security systems, and other services which may serve the Condominium, with the power to relocate any such existing easements in any portion of the Condominium Property and/or the Association Property; provided, however, that these easements shall not permanently interfere with the residential use of the Units. Such easements created under this subsection are hereby granted to the Association with the power of assignment.

(d) An easement is reserved unto the Developer and granted to the County and their respective agencies and other applicable governmental agencies over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Condominium Property. This obligation shall run with the land as do other provisions of the Declaration, and any Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 20.3 of the Declaration, which result from such enforcement.

(e) If: (i) any portion of the Common Elements encroaches upon any Unit; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the improvements; (2) settling or shifting of the improvements; (3) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (4) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(f) An easement in favor of each Owner and resident shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subsection shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Owners and the Association with respect to such easements.

(g) The Developer shall have the right, in its sole discretion from time to time, to enter the Condominium Property and to take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so; provided, however, that the easements created under this subsection shall not interfere with the residential use of the Units or the reasonable use of the Condominium Property.

(h) An easement is hereby reserved to the Developer, and is granted to the Association with the power to assign, over, under, upon and through the Condominium Property as may become necessary for the purposes of access to, constructing or maintaining improvements upon, providing utility access to or across, or providing drainage to or from the Condominium Property, any other lands which are now a part or which may become a part of the Waterlefe Golf and River Club development ("Waterlefe"), or other lands adjacent to Waterlefe; provided, however, that the easements created under this subsection shall not interfere with the residential use of the Units or the reasonable use of the Condominium Property. Neither the Owners nor the Association, nor their use of the Condominium Property, shall interfere in any way with the Developer's completion and sale of Units or other lands located within Waterlefe.

(i) Easements are hereby created over, under, across, in and through the Condominium Property as part of Waterlefe for the purposes of the Developer, the Association and other appropriate entities to enable each respective entity to act upon and carry out its rights and duties, expressed or implied, pursuant to this Declaration and its exhibits, and to facilitate such other actions by appropriate parties as may be reasonably necessary to further the advancement of the Condominium and Waterlefe.

(j) A perpetual, non-exclusive easement is hereby granted in favor of an Owner over the exterior (i.e., non-Dwelling) portions of adjacent and adjoining Units to permit the maintenance and use of such Owner's Unit; provided, however, that the use of such right of access shall not unreasonably interfere with the residential use of the servient Unit.

(k) All dividing walls which straddle the boundary line between Units and which stand partly upon one Unit and partly upon another, and all walls which serve two or more Units or the permitted improvements located within said Units, shall at all times be considered party walls, and each of the Owners of Units within which such party walls shall stand, serve or benefit shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for support of the permitted improvements located within said Units, and for the support of any Building, constructed to replace the same, and shall have the right to maintain in or on said wall, any pipes, ducts or conduits originally located therein or thereon subject to the following restrictions:

(i) No Owner of any Unit or any successor in interest to any such Owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

(ii) In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owner of any Unit upon which said party wall may rest

shall have the obligation to repair or build such wall and the Owner of each Unit upon which such wall shall rest, be served or benefited by shall pay such Owner's fractional portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, and in such workmanlike manner with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(iii) The foregoing provision of this subsection notwithstanding, the Owner of any Unit, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Owner, or other interested party, to contribution from any other Owner under this section, shall be appurtenant to the land and shall pass to such Owner's or other person's successors in title.

(iv) The title held by each Owner to the portion of each party wall within such Unit is subject to a cross easement in favor of the adjoining Owner for joint use of said wall.

(l) Developer hereby reserves unto itself, with the power to assign, easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

(m) For as long as there are any unsold Units, the Developer shall have the right to use any such Units and parts of the Common Elements for model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and residential Units within the overall Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units (or the other aforesaid residential Units) for sale or lease.

(n) If not previously existing, any other easements described or shown on the Condominium Plat are hereby created.

(o) Until such time as the Developer completes and sells all of the Units, the Developer reserves the right to prohibit access to any portion of the Common Elements or uncompleted Dwellings to any of the occupants of the Condominium, and to utilize various portions of the Common Elements or the Dwellings in connection with such construction and development. No Owner or such Owner's guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Dwellings within the Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees or its successors or assigns.

(p) A perpetual, non-exclusive easement is hereby granted to the Association over, across, upon and through each Unit to permit the Association to undertake its maintenance obligations under this Declaration.

An Owner shall do nothing within or outside such Owner's Unit that interferes with or impairs, or may interfere with or impair, the provision of services contemplated or the use of the easements created under this Section. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, designees, grantees, assigns, agents, employees, licensees, invitees and guests, and all easements referred to herein shall be nonexclusive easements unless otherwise stated.

3.6 Special Easements and Rights to Grant Easements.

(a) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property.

(b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property.

(c) Developer hereby reserves unto itself and its successors and its assigns perpetual non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property.

(d) Developer, until such time as Developer no longer owns any Units which are located in the Condominium and which are or may in the future be made subject to the governance of the Association, reserves the right to govern all matters of architectural control in the Condominium (meaning that until expiration of such period, all modifications, repairs and the like sought to be made by Owners may only be undertaken with the prior written consent of the Developer); provided, however, that any rights of the Master Association over architectural control (pursuant to the Master Declaration) shall supersede the Developer's rights under this subsection.

3.7 Incidental Damage. Any damage to any Unit caused by, or as a result of, the carrying out of the maintenance responsibilities of the Association or another Owner, or the negligence thereof, shall be repaired promptly by the Association as a Common Expense, or the Owner, as the case may be. Any damage to any part of the Common Elements caused by or the result of any intentional act of an Owner, the Owner's family, agents, contractors, invitees, licensees or tenants, or by such Owner in carrying out such Owner's maintenance responsibilities, if any, shall be repaired promptly at the expense of such Owner.

Section 4: Restraint upon Separation and Partition of Common Elements

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

5.1 Undivided Interest in Common Elements and Undivided Share of Common Expenses. Each Unit shall have attributable thereto an undivided share in the Common Expenses and ownership of the Common Elements and the Common Surplus equal to 1/8th of 100%.

5.2 Voting. Each Owner shall be a member of the Association. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and the Articles. The total number of votes shall always be equal to eight. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

Section 6: Amendments

6.1 Amendment by Owners. Except as otherwise provided in Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium Plat) may be amended by affirmative vote of the Owners of 75% of the total voting interests in the Association, such votes to be cast at an Association meeting duly called for such purpose pursuant to the By-Laws and at which a quorum is present; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Owner(s) and the lienholder(s) on such affected Unit(s). All amendments under this Section 6.1 shall be recorded and certified as required by the Act.

6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. The Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat and this Declaration until such time as Developer has transferred control of the Association to the non-Developer Owners pursuant to the Act. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by at least a majority of the total voting interests of the Association.

(b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Department of Veterans Affairs, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the earlier of (i) December 31, 2010; or (ii) the date on which Developer has conveyed all Units to third parties.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth in Section 718.110(5), Florida Statutes, to correct scrivener's errors.

6.3 Amendment Pertaining to Stormwater Management System. Notwithstanding any provisions to the contrary contained in this Section 6, any amendment which will affect the stormwater management system, including the management portion of the Common Elements, serving the Condominium must have the prior written approval of the Southwest Florida Water Management District (or the Department of Environmental Protection of the State of Florida if the Southwest Florida Water Management District's obligations for governance have been ceded to such state agency) in order to be effective and binding.

6.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.5 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

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

Section 7: Maintenance and Repairs

Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

7.1 Common Elements.

(a) Maintenance of Common Elements as part of the Common Expenses. Except as otherwise provided herein to the contrary, the Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to, the following: (i) all drainage and stormwater management systems, driveways, private streets and adjacent drainage; (ii) all water and wastewater lines and piping serving a Unit which are not contained within the physical boundaries of the Unit; (iii) all trash receptacle areas located on the Condominium Property; (iv) any and all access control systems which serve more than one Unit; (v) all buffer zones located on the Condominium Property as defined in the Development Order; and (vi) any area located between the Units that does not constitute a Limited Common Element.

(b) Exception from Maintenance of Limited Common Elements. The Association shall not perform such maintenance required of an Owner with regard to the Limited Common Elements pursuant to Section 3.3 hereof.

7.2 Units. The responsibility for maintenance, repair and replacement within the Units and parts of the Units shall be shared by the Association and the Unit Owners as follows:

(a) By the Association. The Association shall be responsible for maintaining, repairing and replacing the following items, and the cost of the maintenance thereof shall constitute Common Expenses: (i) the entire Dwelling, including, without limitation, exterior walls, party walls, roofs and foundations; provided, however, that the Association shall not be responsible for maintaining that portion of the Dwelling bounded by the unfinished surfaces of the perimeter walls, floors and ceilings (hereinafter referred to as "Living Space"); (ii) the load-bearing walls within the Living Space except for the finished surfaces thereof; (iii) any and all grass and landscaping areas contained within the boundaries of a Unit but which are not otherwise contained within any enclosed or screened pool enclosure or are otherwise under roof or other similar canopied structure; and (iv) any wall or block structure which serves to bound a pool and/or spa area, which wall or block structure is contained within the boundaries of a Unit pursuant to Section 3.2 hereof. The cost of such maintenance shall constitute a Common Expense.

(b) By the Unit Owner. Each Owner shall maintain, repair and replace everything within the confines or deemed to be a part of such Owner's Unit, including the Dwelling, which is not to be maintained by the Association pursuant to the preceding subsection (a), including, but not limited to: (i) all exterior doors, windows and screens of the Dwelling, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Dwellings in the Condominium; (ii) interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings; (iii) all built-in shelves, cabinets, counters, storage areas and closets; (iv) any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within the Unit; (v) all bathroom fixtures, equipment and apparatuses; (vi) all electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits above the lowest horizontal boundary of the Unit, and any and all electric lines between the Unit and its individual service panel or meter; (vii) all interior doors, walls, partitions, and room dividers; (viii) all furniture, furnishings and personal property contained within the respective Unit; (ix) except as otherwise provided in subsection (a) above (as shall be maintained by the Association), all portions of the Unit not contained within the Dwelling, including, but not limited to, any and all swimming pools, spas, related fixtures and equipment, courtyards, terraces, patios and/or loggias (each Owner shall be solely responsible for complying with applicable child safety laws concerning access to swimming pools, and each Owner, by virtue of taking title to a Unit, shall defend and hold harmless the Condominium Association, Master Association and Developer for any injury to person or property which occurs within the exterior portions of the Unit); and (x) all other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.3 Incidental Damage by the Association. All incidental damage caused to a Unit or a Limited Common Element by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the Unit or the Limited Common Element as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by an Owner or his predecessor in title or for damage to paint, wallpaper, paneling, flooring or carpet which, of necessity, must be cut or removed to gain access to work areas located behind them. The Association shall not perform such maintenance required of an Owner who utilizes portions of the Limited Common Elements appurtenant to such Unit in accordance with Section 3.3 herein or as otherwise contemplated herein. The costs of such maintenance activities shall be Common Expenses for which Assessments shall be levied in accordance with Sections 13 and 14 hereof.

Section 8: Additions, Alterations or Improvements by the Association

Whenever, in the judgment of the Board, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$5,000.00 in the aggregate in any calendar year, the Association may

proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$5,000.00 or less in a calendar year may be made by the Board without approval of the Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Owners as provided in Section 13.2 hereof. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

Section 9: Additions, Alterations or Improvements by Owner

9.1 To the Common Elements. After the completion of the improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to the Common Elements, other than those contemplated hereunder, except as authorized by the Board and approved by not less than 75% of the total voting interests of the Condominium, provided that no alterations or additions may be made involuntarily to the Limited Common Elements of any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Owner unless such Owner's consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein.

All open space areas contained within the Common Elements shall be preserved and developed solely as open space areas by the Developer, the Association or the Owners in a manner solely detailed or contemplated herein or on the Condominium Plat. Neither the Association nor the Developer nor the Owners, without an appropriate amendment to the Development Order by the County, may utilize such areas for purposes other than as landscaped open spaces.

9.2 To the Units. Except as otherwise reserved by the Developer or specifically detailed herein, no Owner shall make any alteration or improvement to such Owner's Unit except in accordance with this Section 9.2. An Owner may make alterations and improvements to the interior of the Dwelling so long as such alterations or improvements are not visible from the outside of the Dwelling, do not impair the structural integrity of the Building, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. An Owner may not expand, enlarge or relocate the Unit or any portion of the Dwelling. Other alterations or improvements to a Unit which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board in accordance with the By-Laws.

9.3 Indemnification by Owner. An Owner making or causing to be made any additions, alterations or improvements to the Unit or the Limited Common Elements as contemplated herein agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

Section 10: Additions, Alterations or Improvements by Developer

The foregoing restrictions of Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board or other Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Unit located or to be located thereon, and Limited Common Elements appurtenant thereto. Such Unit shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Unit; (ii) changes to the

layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section 10 may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record Owners of the Unit, all record owners of liens on the affected Unit, and at least a majority of the total voting interests in the Association. Without limiting the generality of Section 6.5 hereof, the provisions of this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

Section 11: Operation of the Condominium by the Association; Powers and Duties

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to any portion of each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

(b) The power to make and collect Assessments and other related expenses authorized under the Act against Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to the Common Elements.

(c) The duty to maintain accounting records, according to good accounting practices, which shall be open to inspection by Owners or their authorized representatives at reasonable times upon prior request.

(d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association shall also have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the Condominium Property(ies) and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the Condominium Property(ies) and other type properties, as may be more specifically provided for by the Articles and By-Laws. The Association, through the Board, has entered into a Management Agreement, attached hereto as Exhibit No. 4, which encompasses the provisions of this subparagraph.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any. Such actions must be approved by a majority of the entire Board and the Owners of all the Units or by such greater percentage of the Board or Owners as may be specified in the By-Laws with respect to certain borrowing, and no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

(g) The power to acquire, lease, mortgage, and convey real and personal property and to grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board, and (ii) a finding by the Board that such action is for the benefit of the members of the Association. The requirements of Section 8 pertaining to the Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be exempt from these requirements.

(h) The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved by the Owners of a majority of the Units.

(i) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles and By-Laws, Chapter 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act or the Condominium Documents.

11.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles, By-Laws and applicable rules and regulations; the Articles shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

11.3 Limitation of 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 Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, MANATEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF SUCH OWNER'S ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

11.4 Restraint upon Assignment of Shares in Assets. The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such Owner's Unit.

11.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.6 Acts of the Association. Unless the approval or action of Owners, and/or a certain specific percentage of the Board is specifically required in this Declaration, the Articles or the By-Laws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.7 Amendment of By-Laws. No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment of said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgages without the written approval of all Institutional First Mortgagees of record. No amendment shall

change the rights and privileges of the Developer and Management Firm without their respective written consent. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Section 11 and in Section 6 above, and said amendment shall be recorded in the public records of the County.

11.8 Binding Effect of Condominium Documents. Every Owner, whether such Owner has acquired ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles and By-Laws, the provisions of this Declaration and the Management Agreement. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

11.9 Eligibility of Directors. No person shall be entitled to serve on the Board if they have not met the eligibility requirements contained in the Act or as are provided in the By-Laws.

Section 12: Management Agreement

The Association has entered into the Management Agreement, a copy of which is attached hereto and made a part hereof as Exhibit No. 4. The general purpose thereof is to contract for the management and maintenance of the Condominium Property and to authorize the initial Management Firm to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association. Each Owner, and such Owner's heirs, successors and assigns, shall be bound by the Management Agreement and any concurrent or subsequent Management agreement(s) entered into by the Association for purposes of providing management services for the Condominium, for the purposes therein expressed, and by virtue of said party's taking title to a Condominium Parcel, such Owner shall be deemed to have agreed to, confirmed and ratified the following:

12.1 Adopting, ratifying and consenting to the execution of the Management Agreement by the Association.

12.2 Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Owners in the cases provided therefor in the Management Agreement.

12.3 Ratifying, confirming and approving each and every provision of the Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

12.4 Agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association.

12.5 It is specifically recognized that some or all of the persons comprising the original Board and officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement, in whole or in part.

12.6 The acts of the Board and officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

Section 13: Determination of Assessments

13.1 Assessments.

(a) General Assessment. The Board shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget for Common Expenses"), determine the amount payable by the Owners to meet the Common Expenses, and allocate and assess such expenses among the Owners in accordance with the provisions of this Declaration and the By-Laws ("General Assessment"). The Board shall advise all Owners promptly in writing of the amount of the General Assessment payable by each of them as determined by the Board as aforesaid. The Budget for Common Expenses shall include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles, the By-Laws, or applicable rules and regulations of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted Budget for Common Expenses adopted shall be subject to change by the Board, and the amount of the General Assessment shall be changed in accordance with such revised Budget of Common Expenses to cover actual expenses at any time. Notwithstanding any provisions herein to the contrary, in accordance with applicable Florida law, reserves for deferred maintenance which would otherwise be a part of the Common Expenses will only be collected from Units and the Owners thereof with regard to Units for which a certificate of substantial completion or a certificate of occupancy (as the case may be) has been issued.

(b) Special and Capital Improvement Assessments. In addition to General Assessments, the Board may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(i) "Special Assessments" shall mean or refer to amounts levied against each Owner and such Owner's Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(ii) "Capital Improvement Assessments" shall mean and refer to amounts levied against each Owner and such Owner's Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance, repairs and replacement) of any capital improvements located or to be located within the Common Elements.

(c) Levying of Assessments. Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed \$5,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Owners of Units represented duly called, noticed and held in accordance with the By-Laws and the Act. All Assessments shall be levied against Owners in accordance with their percentage interest in the Common Elements as provided in Section 5.1 hereof.

13.2 Resale Capital Contribution. Subsequent to the initial sale of a Unit, upon the conveyance of a Unit from one person to another, the purchaser of the Unit shall pay to the Association a "Resale Capital Contribution." This sum shall be used and applied as a working capital fund, and shall not be refundable or applied as a credit against the Owner's payment of Assessments. The Board shall set the amount of the Resale Capital Contribution from time to time, but the amount of the Resale Capital Contribution shall be consistent for the Units in the Community.

Notwithstanding any provision in this Declaration to the contrary, if, while the Association is controlled by the Developer, the Association has maintained all insurance coverage required by the Act, Common Expenses incurred during a guarantee period as a result of a natural disaster or an act of God occurring during the same guarantee period, which are not covered by the proceeds from such insurance, may be assessed against all Owners owning Units on the date of such natural disaster or act of God, and their successors and assigns, including the Developer with respect to Units owned by the Developer. In such an event, such Common Expenses shall be assessed pursuant to the provisions of Section 5 hereof.

Section 14: Collection of Assessments

14.1 Collection of Assessments. All Assessments shall be collected as follows:

(a) Liability for Assessments. An Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such person (as defined in Section 1.01(3), Florida Statutes) is the Owner of the Unit. Additionally, an Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Owner may have to recover from the previous Owner the amounts paid by such Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

(b) Default in Payment of Assessments. Assessments and installments thereof not paid within 10 days from the date when they are due shall bear interest at the rate established from time to time by the Board from due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be 15%. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount(s) due and the due dates. The claim of lien shall not be released until all sums secured by such claim of lien (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, the administrative late fee (if permitted under applicable law), and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed in Florida, and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after 30 days' prior written notice to the applicable Owner and the recording of a claim of lien, the Association may declare the balance of General Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments

changes, the Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within 10 days of same taking effect.

Any payments received by the Association from a delinquent Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment.

14.2 Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until at least 30 days after the Association gives written notice to the Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Owner or by certified or registered mail, return receipt requested, addressed to the Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Owner or a mailing address at which the Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Owner records a Notice of Contest of Lien as provided in the Act.

14.3 Appointment of Receiver to Collect Rental. If the Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

14.4 Institutional First Mortgagee. In the event an Institutional First Mortgagee or other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such Institutional First Mortgagee or other purchaser, its successors and assigns, shall be liable for Assessments or other related expenses authorized under the Act secured by the claim of lien only to the extent provided by the Act. If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns.

14.5 Certificate of Unpaid Assessments. Within 15 days after request by an Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Owner with respect to such Owner's Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

14.6 Installments. Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board. Initially, Assessments will be collected monthly.

14.7 Developer's Guarantee. If in the purchase agreement or by other means pursuant to the Act Developer shall guarantee to each purchaser that the Assessment for a specific period of time will not exceed a certain dollar amount, then the Developer shall only be obligated to pay the amount of Common Expenses incurred during that period and not produced by the Assessments received from other Owners.

Section 15: Insurance

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

15.1 "Insurance Trustee." The Board shall have the option, in its sole discretion, of appointing an Insurance Trustee hereunder. If the Board fails or elects not to appoint such Insurance Trustee, the Board will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

15.2 Purchase, Custody and Payment.

(a) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

(b) Named Insured. Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Owners and their mortgagees shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, and such policies and endorsements thereto shall be deposited with the Insurance Trustee.

(d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than 10 days prior to the beginning of the term of the policy, or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) Exceptions from Association Responsibility; Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Owners to obtain insurance coverage upon any and all property lying within the boundaries of their Unit, including, but not limited to, their Dwelling and any pool and/or spa located therein, and their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Separate and apart from the provisions of Section 15.3(f) hereof, Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s). In the event flood insurance is required, such insurance shall not be for the lesser of 100% of the current replacement cost of the Unit and the Dwelling contained therein, or the maximum amount of flood insurance available with regard to such property.

The Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture and the like installed and/or placed upon or within the Limited Common Elements appurtenant to such Owner's Unit, including, but not necessarily limited to, air conditioning equipment and any furniture or other items placed on a balcony adjacent to a Unit. The Association shall have no responsibility to but may, upon the determination of two thirds (2/3) of the voting interests in the Association, obtain insurance on behalf of the Owners with regard to the Limited Common Elements.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within such Owner's Unit. It shall be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

15.3 Coverage Responsibilities of the Association and Owners.(a) Casualty.

(i) Association Responsibilities. The Association shall be required to purchase and maintain policies of insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property for which the Association has maintenance responsibility under the terms of this Declaration (specifically including, without limitation, the roof and structural portions and components of the Dwelling contained within a Unit, as such areas are required to be maintained by the Association pursuant to Section 7.2 hereof), and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(ii) Unit Owner Responsibilities. Each Owner shall be required, and shall have the sole responsibility, to purchase and maintain policies of insurance covering loss or damage to:

(1) such Owner's personal property contained within the Unit; and

(2) that portion of the Unit not contained within the Dwelling, including any and all physical improvements and personal property contained or maintained within such area.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$1,000,000.00 per occurrence, and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

(c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in the amount required by law.

(e) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(f) Flood Insurance. Flood insurance shall be maintained by the Association in connection with the improvements of the Condominium, and the costs of which shall be a Common Expenses.

(g) Such Other Insurance as the Board shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, the Management Firm and its respective employees and agents, and against the Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board, a member of the Board, the Management Firm and its respective employees and agents, one or more Owners

or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the Management Firm or the individual Owners that are not under the control of the Association, and that the policy shall be primary, even if an Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association shall have the agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

15.4 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board may wish to obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

15.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for the Management Firm employees may be paid by the Management Firm pursuant to the Management Agreement. Premiums may be financed in such manner as the Board deems appropriate.

15.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, the Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Insurance Trustee, which may be designated by the Board and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held by the Association for each Owner as tenants in common on the basis of the fair market value of each Unit, relative to the other Units, immediately prior to the event of casualty (such fair market value shall be determined by an MAI-certified appraiser selected by the Board in its sole discretion); provided, however, that prior to any distributions to the Owners, such proceeds shall first be distributed in accordance with the provisions of Section 15.7 herein.

(b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Owner and mortgagee pursuant to the provisions of this Declaration.

15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as

elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to each Owner, by check made payable jointly to such Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.6(a) herein, and distributed to each Owner by check made payable jointly to such Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Owner.

(d) Certificate. In making distributions to Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Owners and their mortgagees and their respective shares of the distribution.

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each 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.

15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

Section 16: Reconstruction or Repair After Fire or Other Casualty

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If the Insurance Trustee has not been appointed, then the Board shall act as if it were the Insurance Trustee hereunder.

If 75% or more of the Insured Property is substantially damaged or destroyed and if Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Owner, by check made payable to such Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

Whenever in this Section 16 the words "promptly repair" are used, it shall mean that repairs are to begin not more than 60 days from the date the Insurance Trustee (if appointed) notifies the Board and Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than 90 days after the Insurance Trustee (if appointed) notifies the Board and the Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board and the then-applicable building and other codes.

16.3 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(b) Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than One Hundred Thousand and No/100 Dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subsection (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(c) Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Owner, by check made payable jointly to such Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(d) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments (as applicable) shall be levied against the Owners in sufficient amounts to provide funds for the payment of such costs. Such applicable Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, as determined by the Association.

16.5 Responsibilities of Owners. If damage occurs to the Units and the Dwellings contained therein, the maintenance and responsibility of which lies solely upon the respective Owners, then each Owner shall be solely responsible for all necessary reconstruction and repair to its respective Unit and the Dwelling contained therein, which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board. Each Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit and the Dwelling contained therein, to the repair and/or reconstruction of such Unit and the Dwelling contained therein; provided, however, that no Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of Section 21 herein.

16.6 Benefit of Mortgagees. Certain provisions in this Section are for the benefit of mortgagees of Units and may be enforced by any of them.

Section 17: Condemnation

Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

17.1 Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Owner to the Insurance Trustee for use as noted hereinafter in this Section. In the event the Owner fails to turn over such award as required, the defaulting Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid.

Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 16 herein for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section specifically provided.

17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Owner by check made payable jointly to such Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of its Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (a) the affected Owner shall no longer have an Ownership interest in its Unit or an undivided ownership interest in the Common Elements, and (b) such Owner shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section 17.5:

(a) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Owners in the manner approved by the Board.

(b) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted

to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Owners (and among reduced Units). This distribution shall be determined by taking the fractional share of each Owner in proportion to the number of Units remaining in the Condominium.

(c) Assessments. In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

17.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board.

Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1 Occupancy. Each Unit shall be used as a single family residence only, except as may be otherwise herein expressly provided. The provisions of this subsection 18.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

18.2 Fences. Except as constructed by the Developer with the original construction and development of the Condominium, no fences shall be permitted on the Condominium Property. The provisions of this Section shall not be amended without the prior written consent of the Developer for so long as the Developer owns any lands in the Community.

18.3 Antennae and Satellite Dishes. Satellite dishes, aerials and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Unit shall be permitted without any requirement for approval from the Board.

Satellite dishes, aerials and antennas shall not be permitted on the Common Elements except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas and all lines and equipment related thereto which shall be permitted on the Common Elements. Prior to installation of a satellite dish, aerial or antenna, an Owner must obtain approval of the Board, which may not be unreasonably withheld or in contravention of applicable law.

Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, antenna or aerial or any similar structure on the Common Elements, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television or radio signals to be utilized by the residents of the Condominium or for security purposes.

18.4 Specific Prohibited Uses. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit, Limited Common Elements or Condominium Property by any Owner or occupant without prior written consent of the

Developer for so long as the Developer owns any Units. The foregoing includes signs within a Unit which are visible from outside the Unit. Notwithstanding the foregoing to the contrary, in no manner shall signs or placards of any sort (including, but not limited to, signs or placards advertising a Unit for sale or lease or otherwise advertising a product for sale) be permitted to be placed within any vehicle contained within the Condominium Property.

No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations set forth in the By-Laws or properly pertaining thereto and promulgated from time to time by the Association.

The Owner shall not permit or suffer anything to be done or kept in such Owner's Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium Property.

18.5 Nuisances. No nuisances (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

18.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section 18.

18.7 Sound Transmission. All Units shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in entry foyer, kitchens, bathrooms, grand salon or laundry rooms, subject to the exceptions set forth below. An Owner who desires to install in place of carpeting any hard-surface floor covering (e.g., marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality equivalent or superior to cork material, all installed in accordance with the rules and regulations promulgated by the Association, as amended from time to time, so as to reduce the transmission of noise to adjoining Units. The Owner shall obtain written approval of the Board prior to any such installation. If the installation is made without such prior written approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the offending Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Owner. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound and impact noise transmission in a building such as within the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portion of the Condominium Property, and each Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as of the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

18.8 Extended Vacations and Absences. In the event a Unit will be unoccupied for an extended period of time, in addition to the obligations of the Owners and any notices required to be provided in

accordance with the Master Declaration, the Owner must also notify the Association of such absence and provide to the Association the name and contact information of the Owner's designee who has a key to the Unit. Prior to departing, the Unit Owner shall prepare the Unit for adverse weather conditions; provided, however, that a Unit Owner may not set up any hurricane shutters more than 7 days prior to a storm and shall be required to remove such shutters not more than 4 days subsequent to a storm, unless otherwise determined by the Board. Under no circumstances shall the Association have any responsibility of any nature relating to any unoccupied Unit.

18.9 Non-Interference with the Developer. Until the Developer has completed and sold all of the Units, no Owner, nor the Association, shall interfere with the completion of the proposed improvements and the sale of Units by the Developer. The Developer and/or entities in which the Developer has an ownership interest may make such use of the unsold Units and Common Elements as may facilitate such the offering of Units for sale, including, but not limited to, maintaining a sales office, displaying signs and operating model Units.

Section 19: Selling, Leasing and Mortgaging of Units

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section:

19.1 Sales. In connection with the conveyance of each Unit, other than the Developer or Institutional Mortgagees an officer of the Association shall execute and acknowledge a certificate stating that all Assessments levied against such Unit have been paid in full, or if not paid in full, the amounts due and owing. The Board shall furnish such certificate upon receipt from the Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. Payment of outstanding Assessments shall be in accordance with the Act. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm promptly after becoming a new Owner by delivering a copy of the deed to the Unit to the Association and the Management Firm.

19.2 Leases. Except as otherwise permitted by the Developer with regard to Units still owned by the Developer, no lease or rental of a Unit may be for a period of less than 30 consecutive days. No Owner may lease or rent a Unit if delinquent in the payment of any Assessments. If all Assessments are paid up to date, an Owner may rent or lease a Unit without further approval. However, the Owner renting or leasing a Unit shall promptly notify the Management Firm or each renter and the term of such rental or lease. The sub-leasing or sub-renting of an Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice to all Owners that a substantially uniform form of lease or sub-lease be used by all Owners (including the Developer) intending to rent or lease after said notice and to provide such form as a Common Expense. Entire Units only may be rented, provided the occupancy is only by the lessee, such lessee's family and guests; no individual rooms may be rented and no transient tenants (other than as permitted pursuant to this Section 19.2) may be accommodated. The provisions of this paragraph pertaining to transient tenants shall not be applicable to the Developer.

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.

19.3 Continuing Liability. The liability of the Owner under this Declaration shall continue, notwithstanding the fact that such Owner may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles, the By-Laws and the Management Agreement, as well as the provisions of the Act.

19.4 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

19.5 Gifts and Devises, etc. Any Owner shall be free to convey or transfer such Owner's Unit by gift, to devise such Owner's Unit by will, or to have such Owner's Unit pass by intestacy, without restriction; provided, however, that each succeeding Owner shall be bound by, and such Owner's Unit subject to, the provisions of this Section.

Section 20: Compliance and Default

Each Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. An Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by such Owner's negligence or by that of any member of such Owner's family or such Owner's or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

20.2 Compliance. In the event an Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages.

20.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the requirements of the Act, this Declaration, the Articles, the By-Laws or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.4 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles, the By-Laws or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 21: Termination of Condominium

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as termination of the condominium form of ownership is authorized by a vote of Owners owning 87½% of the Units and by the Primary Institutional First Mortgagee. Upon such termination, the former Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on such Owner's Unit, in the order of their priority, have been satisfied out of such Owner's share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, insurance proceeds, and condemnation awards, shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on

such Owner's Unit, in the order of their priority, have been satisfied out of such Owner's share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County.

Section 22: Additional Rights of Mortgagees and Others

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

22.1 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Owner of such Unit in the performance of such Owner's obligations under this Declaration that has not been cured within 30 days.

22.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of 51% or more of the first mortgages in the Units shall be entitled to have such an audited statement prepared at their expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Owners to make a material amendment to the Declaration, the By-Laws or Articles;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

22.3 No provision of this Declaration or the Articles or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give an Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

22.4 Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds \$10,000.00 or if damage shall occur to a Unit in excess of \$1,000.00.

22.5 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle an Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

22.6 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

22.7 In the event professional management has been previously required by any holder, insurer or guarantor of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent of Owners in accordance with Section 718.302(1), Florida Statutes.

22.8 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

Section 23: Disclaimer of Warranties

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 24: Mediation and Arbitration

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be submitted to such alternative resolution procedures prior to institution of civil litigation proceedings.

Section 25: Additional Provisions

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Owners. Except as provided specifically in the Act, all notices to any Owner shall be sent by first class mail to the address of such Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

25.2 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

25.3 Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303(1), Florida Statutes, shall be in full force and effect and are incorporated herein. The Management Firm, for as long as the Management Agreement remains in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforescribed.

25.4 Right of Developer to Add Recreational Facilities and Common Elements. If the Developer elects to add or expand any recreational facilities or any other portion of the Common Elements, the Developer shall pay all the expenses relating to the construction or the providing of such addition or expansion and shall record an amendment to this Declaration describing such property. The amendment shall be executed with the formalities of a deed and recorded in the public records of the County. No approval or action of the Association, Owners or mortgagees shall be necessary for adding such additional Common Elements to condominium ownership. All costs of maintenance, repair and replacement relating to the addition or expansion of the recreational facilities or any other portion of the Common Elements shall be a Common Expense.

25.5 Right of Developer to Convey Property to the Association. The Developer hereby reserves the right to convey to the Association any real property contiguous to the Condominium Property free and clear of liens and encumbrances, including, but not limited to, wetlands or other parcels more suitable to become Association Property rather than Common Elements. All costs and expenses associated with such Association Property shall be Common Expenses. The Association shall be required to accept any such conveyance from the Developer.

25.6 Property Subject to a Community Development District. Prior to the recording of this Declaration, the Condominium Property shall become subject to and shall be a part of the Waterlefe Community Development District, a district formed in accordance with Chapter 190, Florida Statutes ("CDD"). The CDD will provide certain urban community development services to the Waterlefe community and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such services. The CDD will be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructures which may include, without limitation: (1) water management and control for the lands within the CDD and the connection of some or any of such facilities with roads and bridges; (2) roads, bridges, sidewalks, landscaping, gates and entrance features; (3) golf course development and related amenities and structures; (4) potable water distribution; (5) sewage collection; and (6) water supply, sewer and wastewater management. The CDD will impose taxes and/or assessments on the Waterlefe community through a special taxing district. These taxes will pay for the construction, operation and/or maintenance costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. By taking title to a Unit, an Owner acknowledges that other services may be added to the CDD's responsibilities from time to time. These taxes and assessments are in addition to county and all other taxes and assessments provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner (in which case they will be payable directly to the Manatee County Tax Collector) or they will appear on a separate bill issued to each Owner by the CDD. All taxes of the CDD shall constitute a lien upon those portions of the Waterlefe community owned by any

Owner. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

The CDD's duties may include irrigation, water distribution, stormwater management (drainage control), street lighting and limited access assurance services. By taking title to a Unit, an Owner acknowledges that other services may be added to the CDD's responsibilities from time to time.

Each Owner agrees, by acceptance of a deed or other instrument conveying title to the Unit, for itself, its successors and assigns, to pay any and all fees, rates, charges, taxes and assessments which may be imposed by the CDD upon the Unit being purchased by the Owner, and further agrees to abide by all of the CDD's rules and regulations, as they may be amended from time to time.

25.7 Transfer of Control of the Association. When Owners other than the Developer own 15% or more of the Units, such Owners shall be entitled to elect no less than one third ($\frac{1}{3}$) of the members of the Board. Owners other than the Developer are entitled to elect not less than a majority of the members of the Board: (a) three years after 50% of the Units have been conveyed to purchasers; (b) three months after 90% of the Units have been conveyed to purchasers; (c) when all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven years after recordation of this Declaration.

25.8 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

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

25.10 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

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

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

25.13 Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 5th day of ~~November~~ ^{December}, 2006.

WITNESSES:

BAY COLONY-GATEWAY, INC., A DELAWARE CORPORATION

Name: *Doug Egly*
Print Name: DOUG EGLY

By: *[Signature]*
Robert A. King, Vice President

Name: *[Signature]*
Print Name: DON LIGHT

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~HILLSBOROUGH~~ Manatee

The foregoing instrument was acknowledged before me this 5th day of ~~November~~ ^{December}, 2006, by Robert A. King, as Vice President of Bay Colony-Gateway, Inc., a Delaware corporation, on behalf of such entity. He is personally known to me or has produced _____ as identification.

My Commission Expires: June 28, 2008

(AFFIX NOTARY SEAL)

Kay Lynn Westberry
(Signature)

Name: Kay Lynn Westberry
(Legibly Printed)

Notary Public, State of Florida

DD333633

(Commission Number, if any)

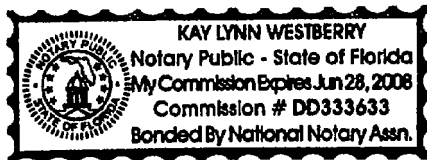


EXHIBIT NO. 1 TO DECLARATION OF CONDOMINIUM

The legal description of the Condominium, as submitted to condominium ownership pursuant to the recording of the Declaration of Condominium to which this exhibit is attached, is as follows and is provided for the sake of clarity:

A parcel of land as being a portion of Tract 213-A, and lands described as "Lands Not Included In This Plat" as shown on the plat of WATERLEFE GOLF & RIVER CLUB UNIT 12, recorded in Plat Book 40, Pages 6 through 15, Public Records of Manatee County, Florida described as follows:

BEGIN at the most southerly corner of Tract 603, WATERLEFE GOLF & RIVER CLUB, UNIT 12, recorded in Plat Book 40, Pages 6 through 15, Public Records of Manatee County, Florida; thence S.48°05'10"E., a distance of 19.69 feet to a point on a curve to the right having a radius of 247.00 feet, a central angle of 58°22'23", a chord bearing of S.56°02'14"W. and a chord length of 240.90 feet; thence along the arc of said curve an arc length of 251.64 feet to the end of said curve; thence S.85°13'25"W., a distance of 213.09 feet to the point of curvature of a curve to the right having a radius of 50.00 feet, a central angle of 69°23'51", a chord bearing of N.60°04'39"W., and a chord length of 56.93 feet; thence along the arc of said curve an arc length of 60.56 feet to the point of tangency of said curve; thence N.25°22'43"W., a distance of 69.20 feet to the point of curvature of a curve to the right having a radius of 8.00 feet, a central angle of 68°55'52", a chord bearing of N.09°05'13"E. and a chord length of 9.05 feet; thence along the arc of said curve an arc length of 9.62 feet to the point of reverse curvature of a curve to the left having a radius of 27.00 feet, a central angle of 66°31'44", a chord bearing of N.10°17'17"E. and a chord length of 29.62 feet; thence along the arc of said curve an arc length of 31.35 feet to the end of said curve; thence N.44°14'02"E., a distance of 19.42 feet; thence N.45°45'58"W., a distance of 2.00 feet; thence N.63°34'37"W., a distance of 25.21 feet; thence S.44°13'48"W., a distance of 1.03 feet; thence N.59°10'43"W., a distance of 20.56 feet; thence N.34°47'39"W., a distance of 16.79 feet; thence S.26°11'43"W., a distance of 53.22 feet; thence S.39°29'22"W., a distance of 11.01 feet; thence S.86°50'05"W., a distance of 77.07 feet to a point on the boundary line of said WATERLEFE GOLF & RIVER CLUB UNIT 12; thence along said boundary line of WATERLEFE GOLF & RIVER CLUB UNIT 12 the following twenty (20) courses: (1) continue S.86°50'05"W., a distance of 16.32 feet; (2) N.79°20'49"W., a distance of 12.27 feet; (3) thence N.21°34'26"W., a distance of 42.94 feet; thence (4) N.13°56'50"W., a distance of 44.94 feet; (5) thence N.00°55'37"W., a distance of 26.68 feet; (6) thence N.54°31'55"E., a distance of 31.79 feet; (7) thence S.84°15'40"E., a distance of 85.66 feet; (8) thence S.58°10'52"E., a distance of 12.59 feet; (9) thence S.52°50'21"E., a distance of 57.12 feet; (10) thence S.34°47'39"E., a distance of 38.27 feet; (11) thence S.63°34'37"E., a distance of 95.26 feet; (12) thence S.89°30'28"E., a distance of 43.69 feet; (13) thence N.86°18'09"E., a distance of 51.12 feet; (14) thence N.77°00'00"E., a distance of 46.36 feet; (15) thence S.89°44'05"E., a distance of 53.50 feet; (16) thence N.66°26'20"E., a distance of 74.31 feet; (17) thence N.37°35'22"E., a distance of 29.03 feet; (18) thence N.52°24'38"W., a distance of 15.00 feet; (19) thence N.37°43'54"E., a distance of 60.74 feet; (20) thence S.48°05'10"E., a distance of 123.71 feet to the POINT OF BEGINNING.

Lying in Section 18, Township 34 South, Range 19 East, Manatee County, Florida.

Parcel contains 79158 Square Feet, or 1.8172 acres, more or less.

The original Condominium drawings (which constitute Exhibit No. 1 to the Declaration of Condominium) are recorded in the Condominium Book and Page as referenced on the bottom of the first page of the Declaration of Condominium. A reduced-in-size copy of the Condominium drawings which constitute such Exhibit No. 1 are attached hereto for purposes of reference.

THE SOUND AT WATERLEFE, A CONDOMINIUM

A REPLAT OF THAT PORTION OF WATERLEFE GOLF & RIVER CLUB, UNIT 12 KNOWN AS TRACT 213-A, WITH LANDS SHOWN AS "LANDS NOT INCLUDED" IN THE PLAT THEREOF; BEING IN SECTIONS 18 & 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION:

A parcel of land as being a portion of Tract 213-A, and lands described as "Lands Not Included in This Plat" as shown on the plot of WATERLEFE GOLF & RIVER CLUB UNIT 12, recorded in Plat Book 40, Pages 6 through 15, Public Records of Manatee County, Florida described as follows:

BEGIN at the most southerly corner of Tract 603, WATERLEFE GOLF & RIVER CLUB, UNIT 12, recorded in Plat Book 40, Pages 6 through 15, Public Records of Manatee County, Florida; thence S.48°05'10"E., a distance of 19.69 feet to a point on a curve to the right having a radius of 247.00 feet, a central angle of 58°22'23", a chord bearing of S.56°02'14"W. and a chord length of 240.90 feet; thence along the arc of said curve an arc length of 251.64 feet to the end of said curve; thence S.85°13'25"W., a distance of 213.05 feet to the point of curvature of a curve to the right having a radius of 50.00 feet, a central angle of 69°23'51", a chord bearing of N.60°04'39"W., and a chord length of 56.93 feet; thence along the arc of said curve an arc length of 60.56 feet to the point of tangency of said curve; thence N.25°22'43"W., a distance of 69.20 feet to the point of curvature of a curve to the right having a radius of 8.00 feet, a central angle of 68°55'52", a chord bearing of N.00°05'13"E. and a chord length of 9.05 feet; thence along the arc of said curve an arc length of 9.02 feet to the point of reverse curvature of a curve to the left having a radius of 27.00 feet, a central angle of 66°31'44", a chord bearing of N.10°17'17"E. and a chord length of 29.62 feet; thence, along the arc of said curve an arc length of 31.35 feet to the end of said curve; thence N.44°14'02"E., a distance of 19.42 feet; thence N.45°45'56"W., a distance of 2.06 feet; thence N.63°34'37"W., a distance of 25.21 feet; thence S.44°13'46"W., a distance of 16.79 feet; thence S.26°11'43"W., a distance of 53.22 feet; thence S.39°29'22"W., a distance of 11.01 feet; thence S.86°50'05"W., a distance of 77.07 feet to WATERLEFE GOLF & RIVER CLUB UNIT 12, recorded in Plat Book 40, Pages 6 through 15, Public Records of Manatee County, Florida; thence along the boundary line of WATERLEFE GOLF & RIVER CLUB UNIT 12 the following twenty (20) courses: (1) continue S.86°50'05"W., a distance of 16.32 feet; (2) N.79°20'49"W., a distance of 12.27 feet; (3) thence N.21°34'26"W., a distance of 42.84 feet; (4) N.1°56'50"W., a distance of 14.94 feet; (5) thence N.00°55'37"W., a distance of 26.66 feet; (6) thence N.5°43'15"E., a distance of 31.79 feet; (7) thence S.52°50'21"E., a distance of 57.12 feet; (8) thence S.34°47'39"E., a distance of 38.27 feet; (9) thence S.63°34'37"E., a distance of 95.26 feet; (10) thence S.89°30'28"E., a distance of 43.68 feet; (11) thence N.66°18'09"E., a distance of 51.12 feet; (12) thence N.77°00'00"E., a distance of 46.36 feet; (13) thence S.89°44'05"E., a distance of 53.50 feet; (14) thence N.66°26'20"E., a distance of 74.31 feet; (15) thence N.37°35'22"E., a distance of 28.03 feet; (16) thence N.52°24'38"W., a distance of 15.00 feet; (17) thence N.37°43'54"E., a distance of 60.74 feet; (18) thence S.48°05'10"E., a distance of 123.71 feet to the POINT OF BEGINNING.

Lying in Section 18, Township 34 South, Range 19 East, Manatee County, Florida.

Parcel contains 79158 Square Feet, or 1.8172 acres, more or less.

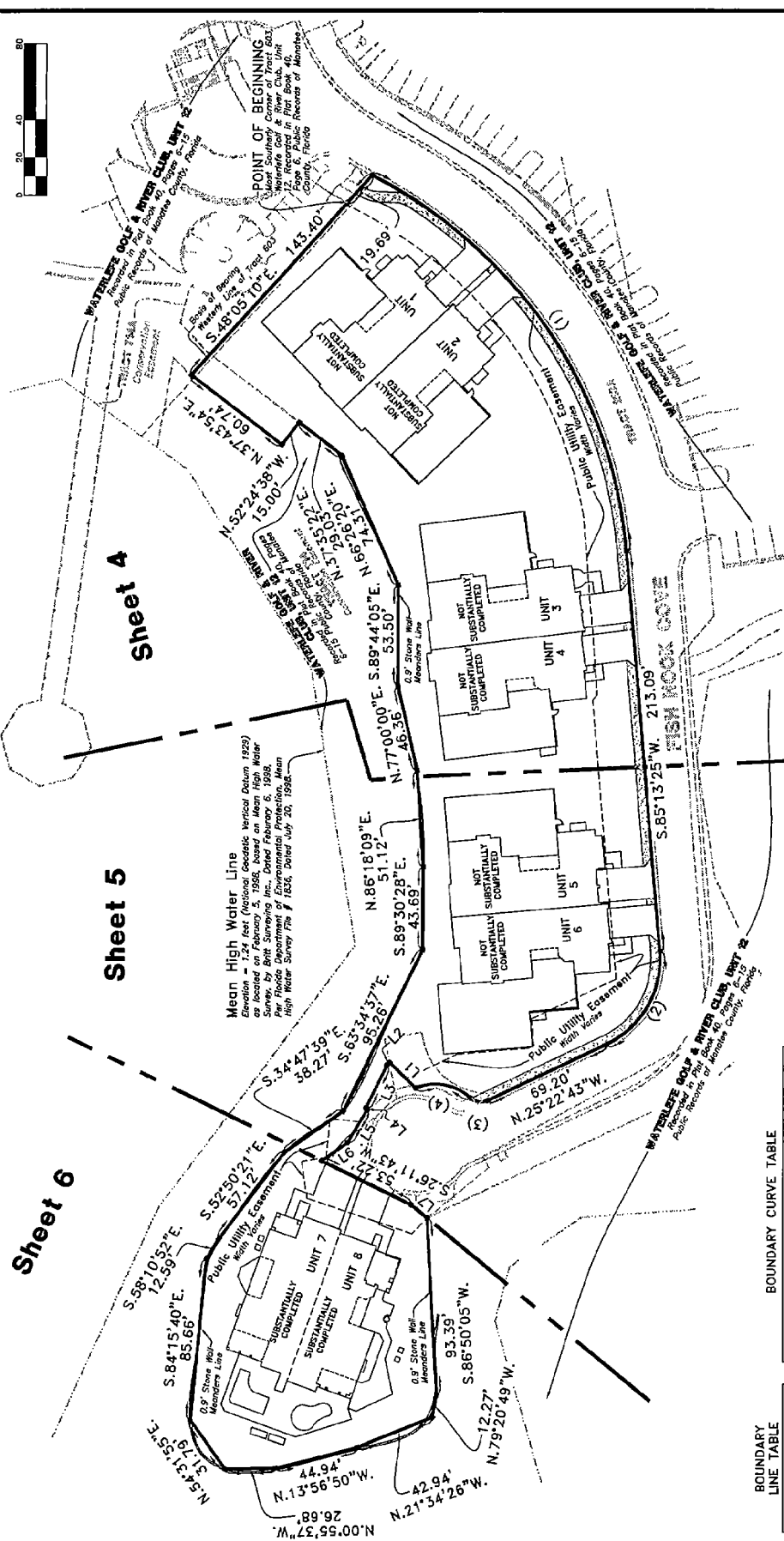
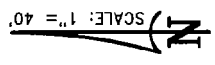


BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB. 6628
816 Cypress Avenue Venice, Florida 34886
Telephone: (941) 336-1111 (Toll Free) 1-800-442-5766
Email: bsa@brittsurveying.com

THE SOUND AT WATERLEFE, A CONDOMINIUM

A REPLAY OF THAT PORTION OF WATERLEFE GOLF & RIVER CLUB, UNIT 12 KNOWN AS TRACT 213-A, WITH LANDS SHOWN AS "LANDS NOT INCLUDED" IN THE PLAT THEREOF, BEING IN SECTIONS 18 & 19, TOWNSHIP 34, SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK _____ PAGE _____
SHEET 3 OF 16



BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE
L1	N.47°10'2"E	19.42'		
L2	N.42°54'58"W	2.90'		
L3	N.63°34'37"W	25.21'		
L4	S.47°12'45"W	1.03'		
L5	N.57°12'55"W	20.58'		
L7	S.52°22'22"W	11.01'		

BOUNDARY CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	247.00'	58°22'23"	251.64'	240.80'	S.55°02'14"W

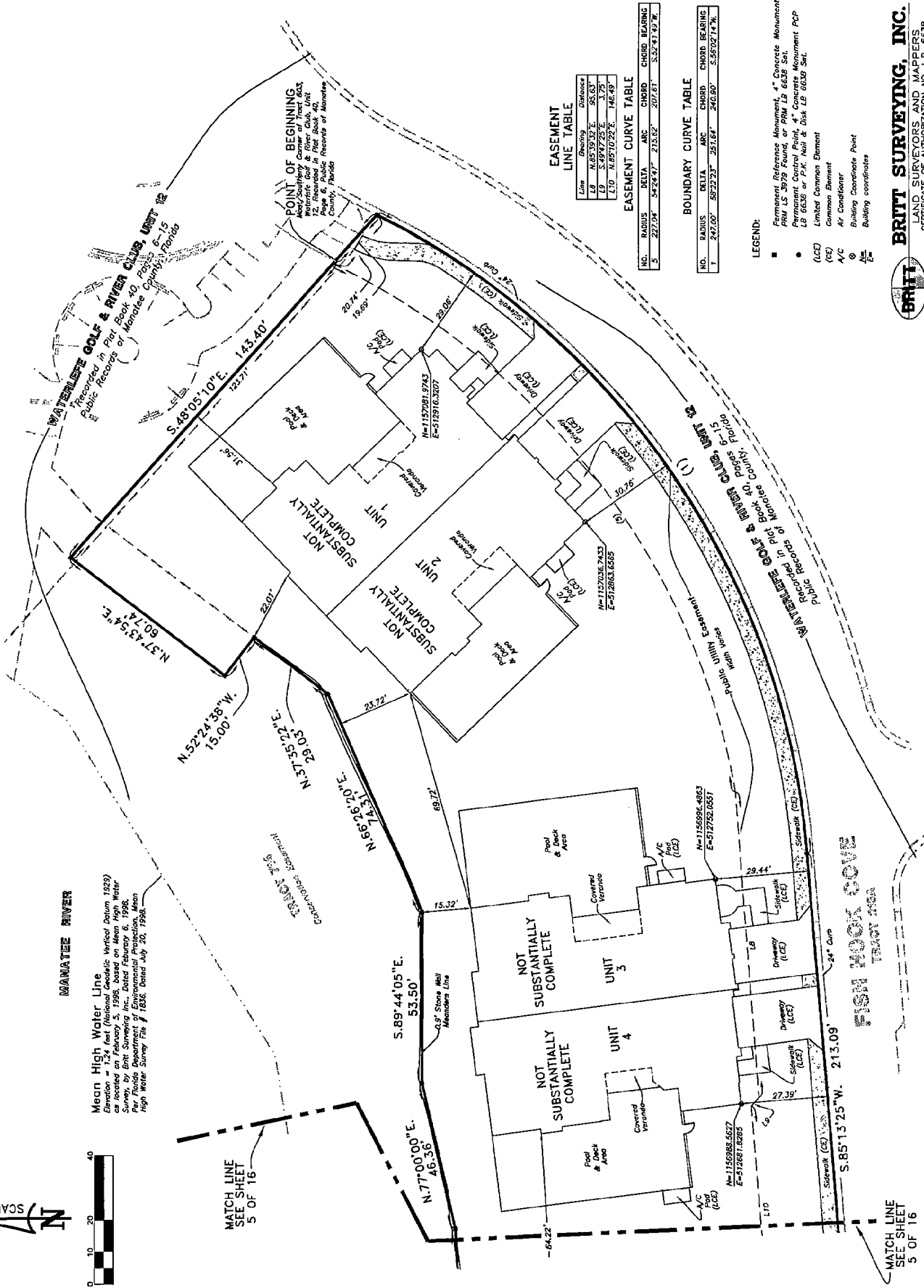
KEY PLAN

BRITT
BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS
 605 Cypress Avenue, Venice, Florida 34885
 Telephone: (941) 493-1398 Fax: (941) 484-5766
 Email: bbs@brittsurveying.com

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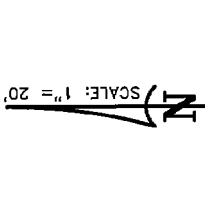
THE SOUND AT WATERLEFE, A CONDOMINIUM

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MANATEE RIVER

Mean High Water Line
Elevation = 7.4 feet (National Geodetic Vertical Datum 1923)
as located on February 5, 1998, based on Mean High Water
Survey, Brit Surveying, Inc., Dated July 20, 1998.
Public Record of Plat Book 40, Page 6-15
High Water Survey File # 1836, Dated July 20, 1998.



MATCH LINE
SEE SHEET
5 OF 16

MATCH LINE
SEE SHEET
5 OF 16

EASEMENT
LINE TABLE

Line	Bearing	Distance
1	N.85°39'32"E	66.53'
2	S.89°44'05"E	53.50'
3	S.89°47'25"E	3.78'
4	N.62°10'22"E	146.19'

EASEMENT CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
5	227.04'	5°42'4.9"	275.92'	207.61'	S.52°41'4.0"W

BOUNDARY CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
7	247.00'	55°22'23"	251.64'	243.80'	S.55°02'7.4"W

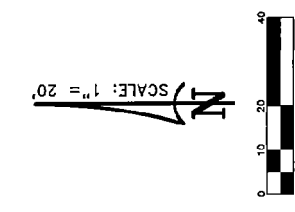
- LEGEND:
- Concrete Monument
 - Iron Pipe Monument, 4" Concrete Monument
 - Permanant Control Point, 4" Concrete Monument PCP
 - Limited Common Element
 - Common Element
 - A/C
 - Air Conditioner
 - Building Coordinate Point
 - Building coordinates

BRITT SURVEYING, INC.
 11000 UNIVERSITY BLVD., SUITE 100
 CLEARWATER, FLORIDA 34615
 806 Cypress Avenue, Venice, Florida 33595
 Telephone: (941) 493-1386 Fax: (941) 484-5756
 Email: bsb@brittsurveying.com

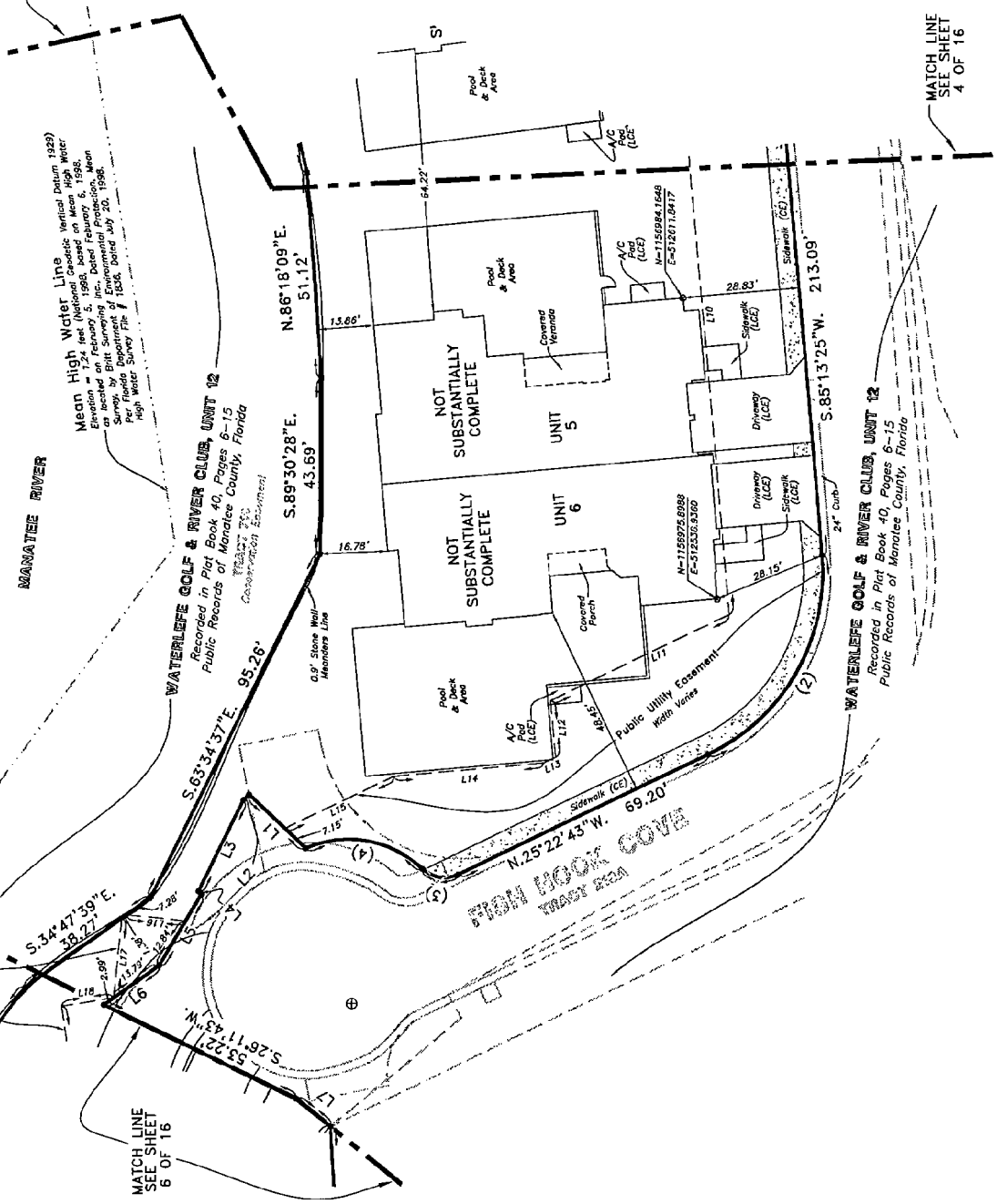
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MATCH LINE
SEE SHEET
4 OF 16



MATCH LINE
SEE SHEET
6 OF 16

EASEMENT
LINE TABLE

Line	Bearing	Distance
L10	N.85°10'22\"E	748.40'
L11	N.25°22'43\"W	48.31'
L12	N.85°13'20\"E	14.17'
L13	S.25°22'43\"E	3.34'
L14	S.85°10'43\"W	30.82'
L15	S.68°06'22\"W	14.81'
L16	S.68°02'50\"E	18.79'
L17	S.05°24'42\"E	13.19'

BOUNDARY
LINE TABLE

Line	Bearing	Distance
L1	N.44°14'02\"E	19.42'
L2	N.45°45'39\"W	2.00'
L3	S.85°10'43\"W	3.03'
L4	S.44°11'48\"W	1.03'
L5	N.59°10'43\"W	20.50'
L6	N.34°47'39\"W	16.79'
L7	S.39°29'22\"W	11.01'

BOUNDARY CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	50.00'	89°23'51\"	60.56'	26.93'	N.60°04'39\"W
2	6.00'	88°55'52\"	9.62'	9.05'	N.09°05'13\"E
3	27.00'	66°31'44\"	31.35'	26.62'	N.10°17'17\"E

LEGEND:

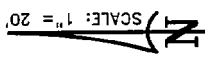
- Permanent Reference Monument, 1\" Concrete Monument, 1\" P.M. LS 3979 Found, or P.M. LB 6658 Set
- Permanent Control Point, Concrete Monument, P.C.P. LS 6836 or P.C. Rail & Box LB 6658 Set.
- (LCE) Unlike Common Element
- (CE) Common Element
- A/C Air Conditioner
- ⊗ Building Corner Point
- ⊕ Building Coordinates

BRIT
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORITY NO. 16858
606 G. O. WILKINSON BLVD., SUITE 300
TAMPA, FLORIDA 33606
Telephone: (813) 433-1356 Fax: (813) 484-5766
Email: brit@britsurveying.com

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THE SOUND AT WATERLEFE, A CONDOMINIUM

A REPLAT OF THAT PORTION OF WATERLEFE GOLF & RIVER CLUB, UNIT 12 KNOWN AS TRACT 213-A, WITH LANDS SHOWN AS "LANDS NOT INCLUDED" IN THE PLAT THEREOF, BEING IN SECTIONS 18 & 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



EASEMENT LINE TABLE

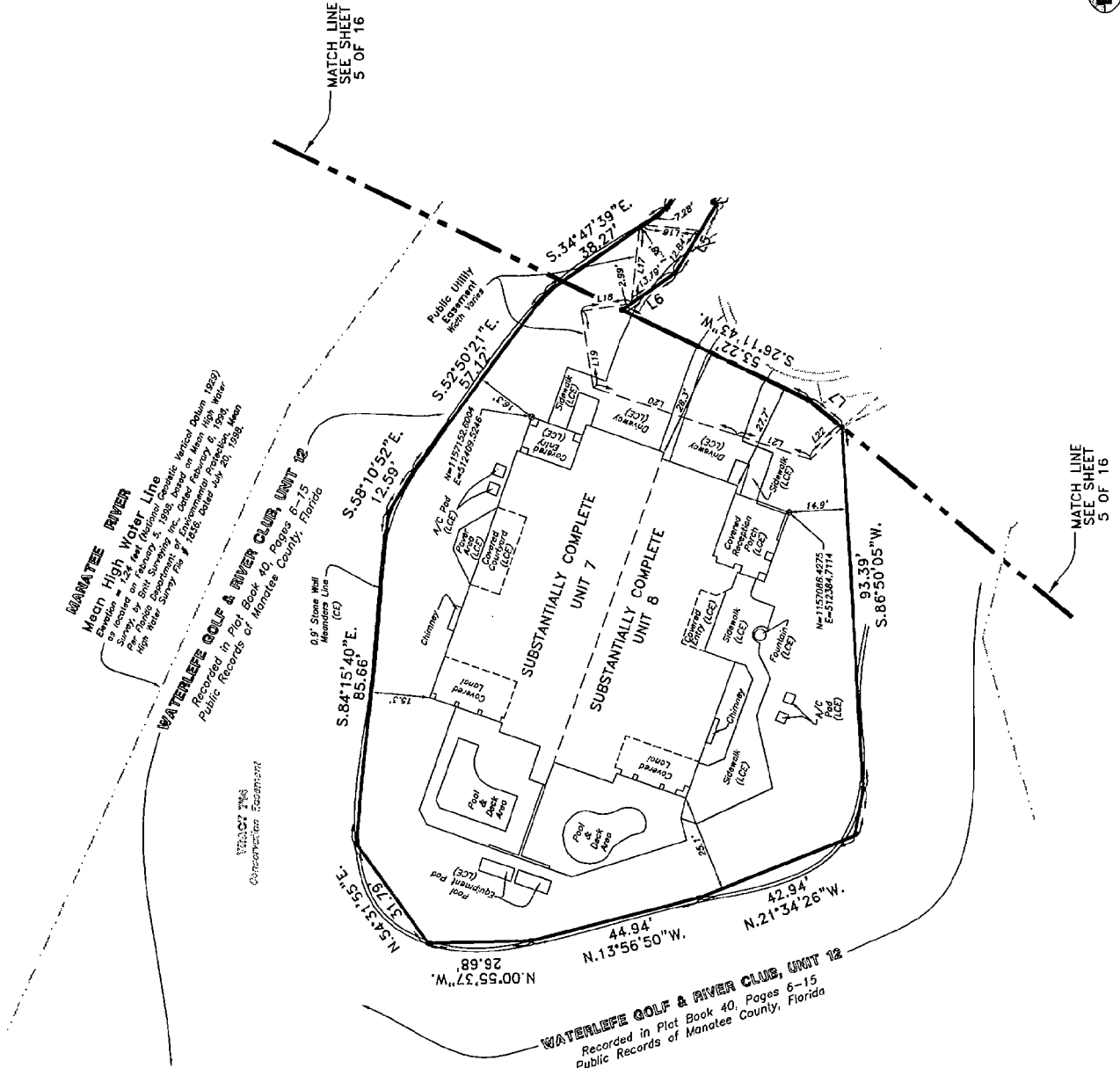
Line	Bearing	Distance
L16	S.02°02'22" W.	14.81'
L17	S.84°03'58" E.	18.79'
L18	S.02°34'42" E.	7.179'
L19	N.12°13'01" E.	36.82'
L20	N.12°37'42" E.	20.00'
L21	N.12°37'42" E.	20.00'
L22	S.42°30'35" E.	11.58'

BOUNDARY LINE TABLE

Line	Bearing	Distance
L5	N.53°10'45" W.	20.59'
L6	N.53°10'45" W.	20.59'
L7	S.42°30'35" E.	11.58'

LEGEND:

- Permanent Reference Monument, 4" Concrete Monument
- Permanent Control Point, 4" Concrete Monument PCP
- Limited Common Element
- (LCE) Common Element
- A/C Air Conditioner
- ⊙ Building Coordinate Point
- ≡ Building coordinates



MATCH LINE
SEE SHEET
5 OF 16

MATCH LINE
SEE SHEET
5 OF 16

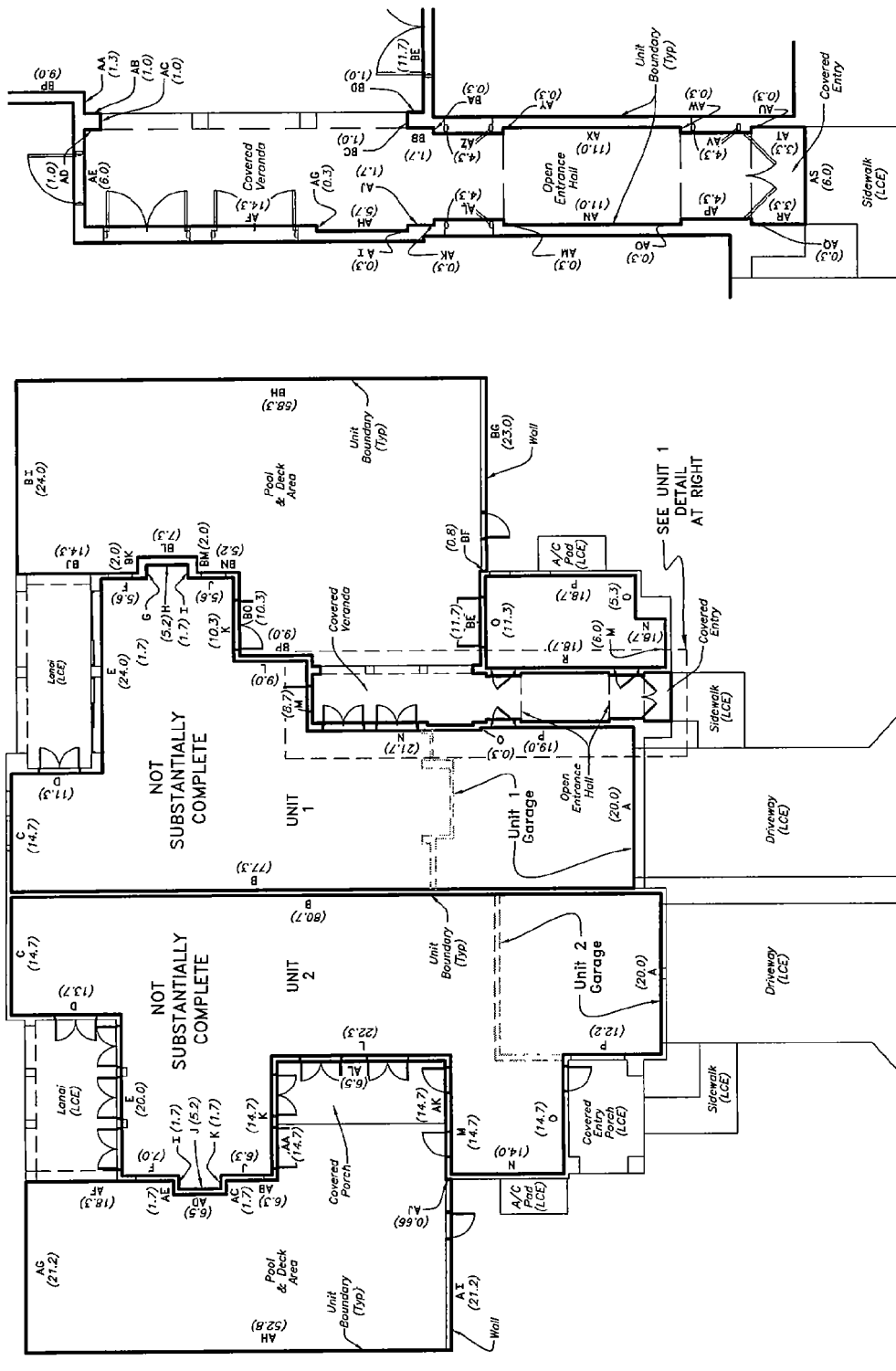
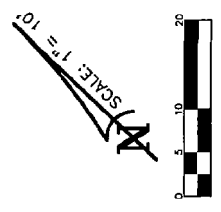
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BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERT. NO. 14000
808 Cypress Avenue Venice Florida 34285
Telephone: (813) 493-1386 Fax: (813) 484-5766
Email: bbs@brittsurveying.com

THE SOUND AT WATERLEFE, A CONDOMINIUM

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CONDOMINIUM BOOK _____ PAGE _____
SHEET 7 OF 16



NOT SUBSTANTIALLY COMPLETE

NOT SUBSTANTIALLY COMPLETE

UNIT 1
DETAIL
NOT TO
SCALE

SEE SHEET 16 FOR
TABLE OF AS-BUILT DIMENSIONS

UNIT 1
UNIT 2
GROUND FLOOR

LEGEND:
(LCE) = Limited Common Element
A/C = Air conditioner
(2x.x) = Proposed Dimensions - all dimensions shown in feet
(Typ) = Typical

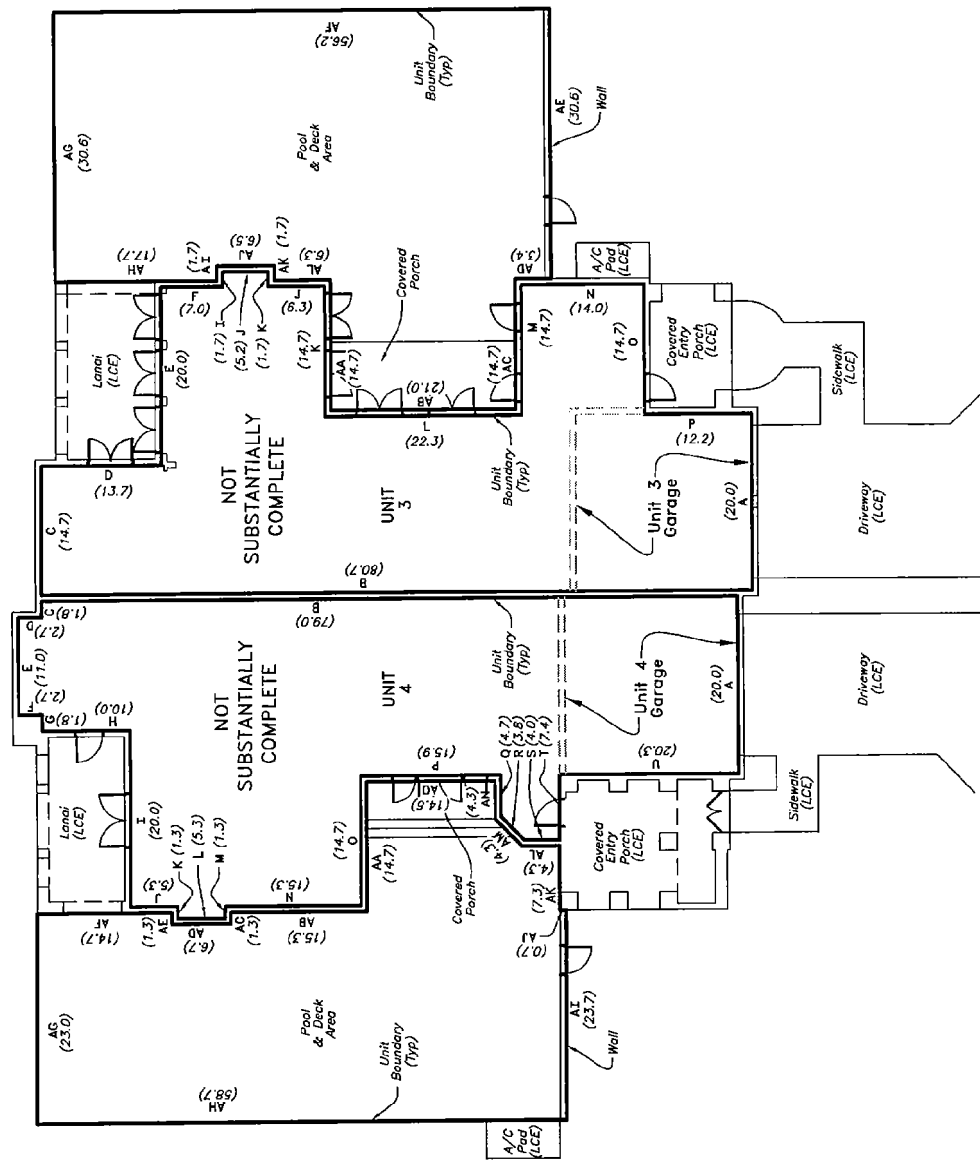
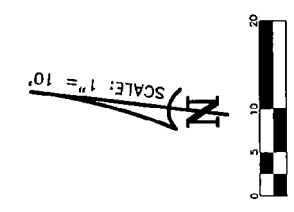
BRITT
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
608 Cypress Avenue, Venice, Florida 34986
Telephone: (941) 492-1366 Fax: (941) 484-5766
Email: bbr@brittsurveying.com

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THE SOUND AT WATERLEFE, A CONDOMINIUM

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CONDOMINIUM BOOK _____ PAGE _____
SHEET 9 OF 16



LEGEND:
(LCE) = Limited Common Element
A/C = Air conditioner
(Typ) = Typical
(Dim.) = Proposed Dimensions - all dimensions shown in feet

UNIT 3
UNIT 4
GROUND FLOOR

SEE SHEET 16 FOR
TABLE OF AS-BUILT DIMENSIONS

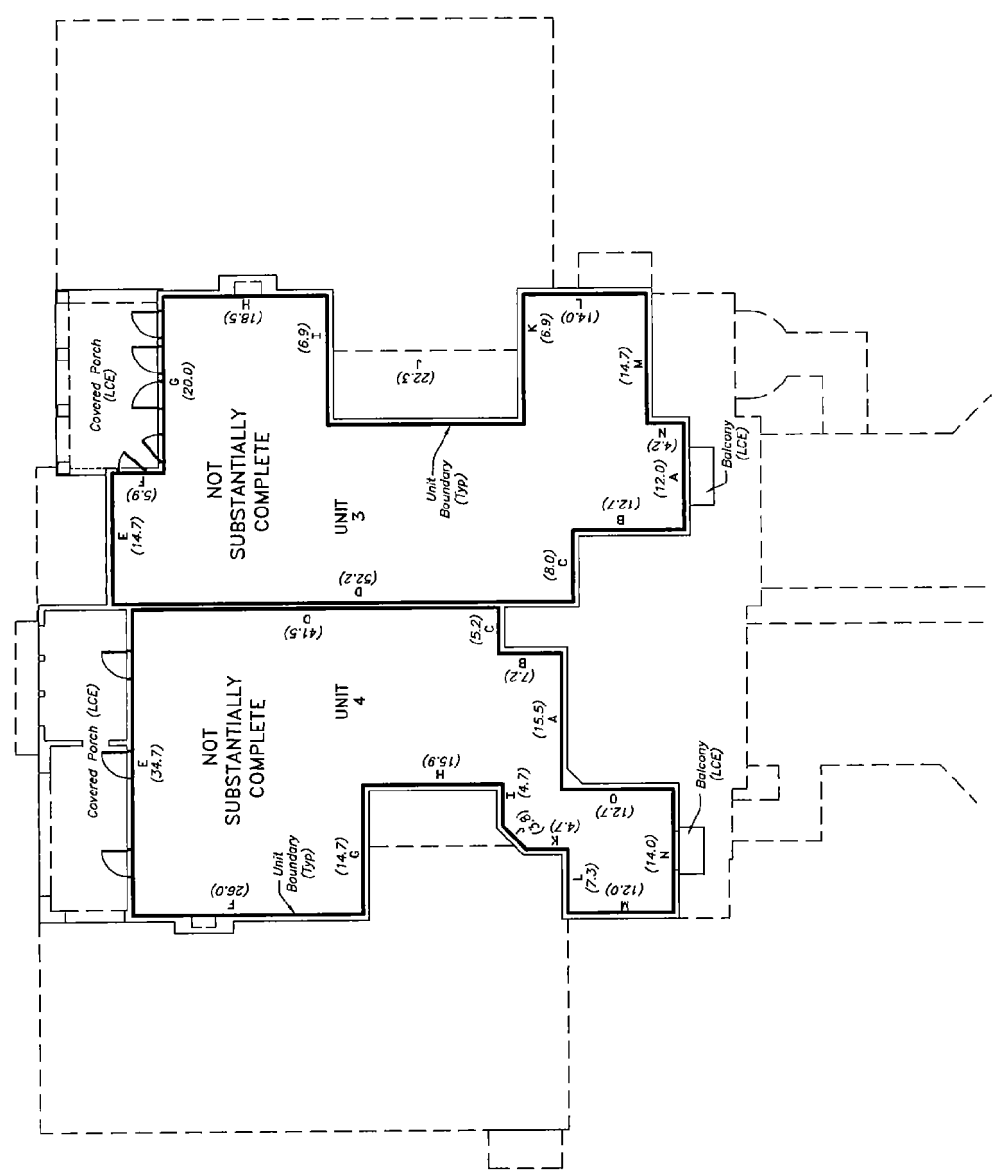
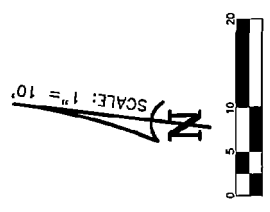
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
GENERAL OFFICE
608 Cypress Avenue Venice, Florida 34285
Telephone: (941) 493-1388 Fax: (941) 464-5766
Email: brittsurveying.com

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THE SOUND AT WATERLEFE, A CONDOMINIUM

A REPLAT OF THAT PORTION OF WATERLEFE GOLF & RIVER CLUB, UNIT 12, KNOWN AS TRACT 213-A, WITH LANDS SHOWN AS "LANDS NOT INCLUDED" IN THE PLAT THEREOF, BEING IN SECTIONS 18 & 19, TOWNSHIP 34, SOUTH, RANGE 19, EAST, MARATEE COUNTY, FLORIDA

CONDOMINIUM BOOK _____ PAGE _____
SHEET 10 OF 16



LEGEND:
(LCE) = Limited Common Element
(XX.X) = Proposed Dimensions - all dimensions shown in feet
(Typ) = Typical

UNIT 3
UNIT 4
SECOND FLOOR

SEE SHEET 16 FOR TABLE OF AS-BUILT DIMENSIONS

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERT. NO. 12000
608 Cypress Avenue, Venice, Florida 33585
Telephone: (941) 493-1386 Fax: (941) 484-5766
Email: bair@brittsurveying.com

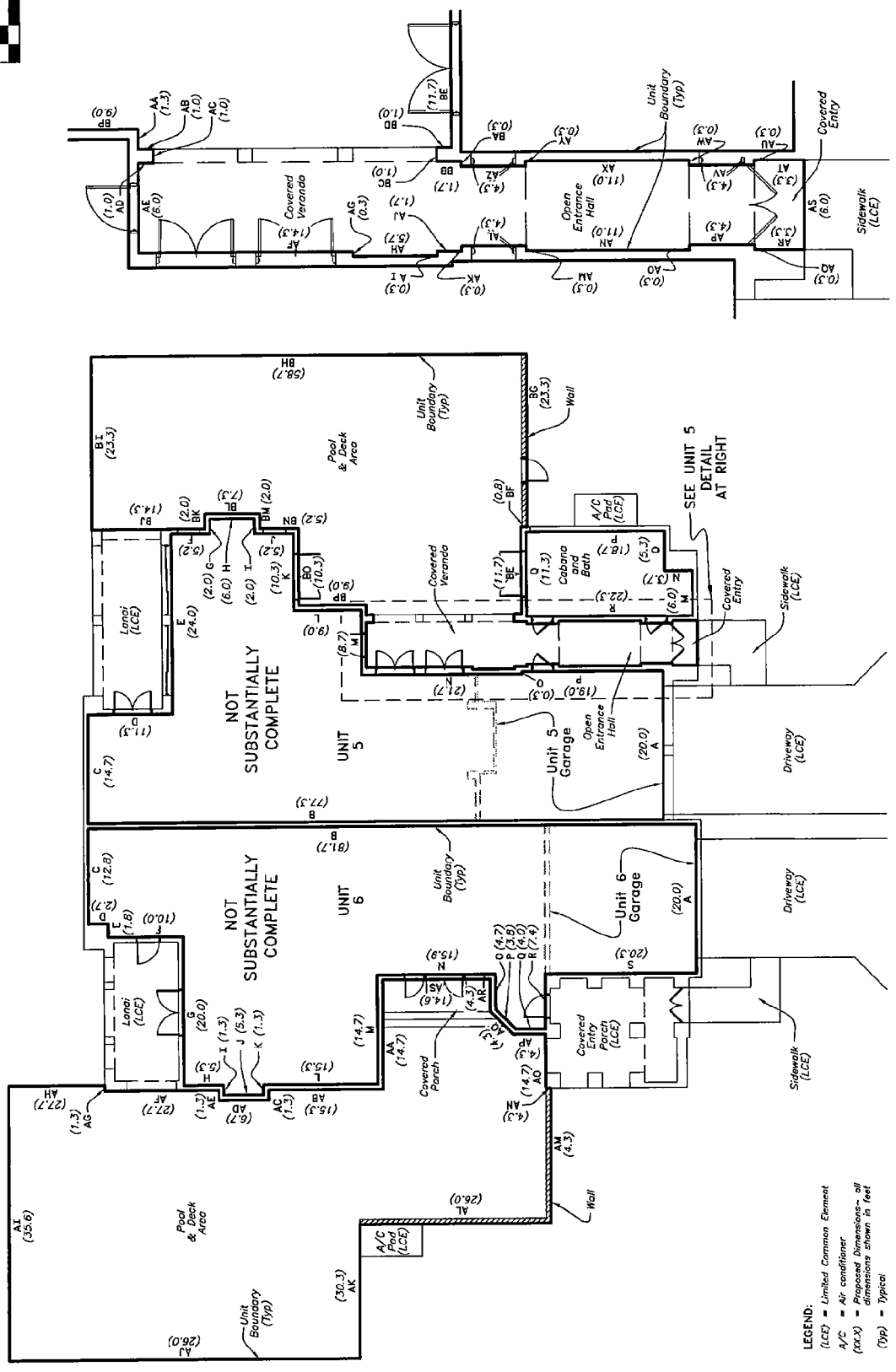
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED

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SCALE: 1" = 10'



LEGEND:
 (LCE) - Limited Common Element
 A/C - Air conditioner
 (xx.x) - Proposed Dimensions - all dimensions shown in feet
 (Typ) - Typical

SEE SHEET 16 FOR TABLE OF AS-BUILT DIMENSIONS

UNIT 5
UNIT 6
GROUND FLOOR

UNIT 5
DETAIL
NOT TO
SCALE

BRITT
BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS
 CERT. NO. 12500
 808 Cypress Avenue, Venice, Florida 34086
 Telephone: (941) 433-1366 Fax: (941) 484-5766
 Email: bair@brittsurveying.com

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THE SOUND AT WATERLEFFE, A CONDOMINIUM

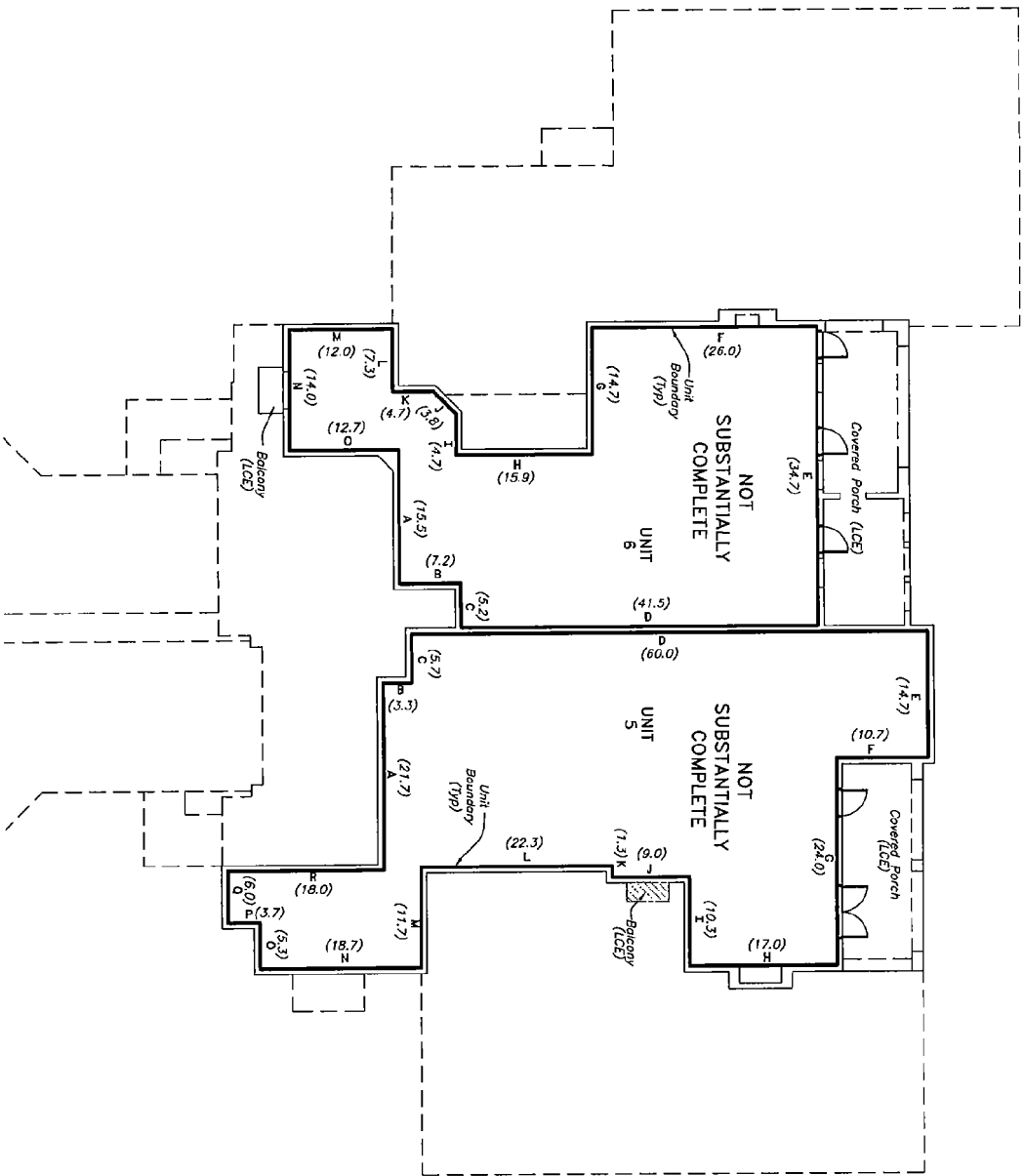
A REPART OF THAT PORTION OF WATERLEFFE GOLF & RIVER CLUB, UNIT 12 KNOWN AS TRACT 213-A, WITH LANDS SHOWN AS LANDS NOT INCLUDED IN THE PLAN THEREOF, BEING IN SECTIONS 18 & 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MAWAITE COUNTY, FLORIDA

CONDOMINIUM BOOK _____ PAGE _____

SHEET 12 OF 16



SCALE: 1" = 10'



SEE SHEET 16 FOR TABLE OF AS-BUILT DIMENSIONS

LEGEND:
 (LCE) = Limited Common Element
 (DXX.X) = Proposed Dimensions - all dimensions shown in feet
 (Typ) = Typical

UNIT 5
 UNIT 6
 SECOND FLOOR

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED



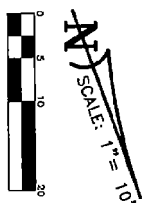
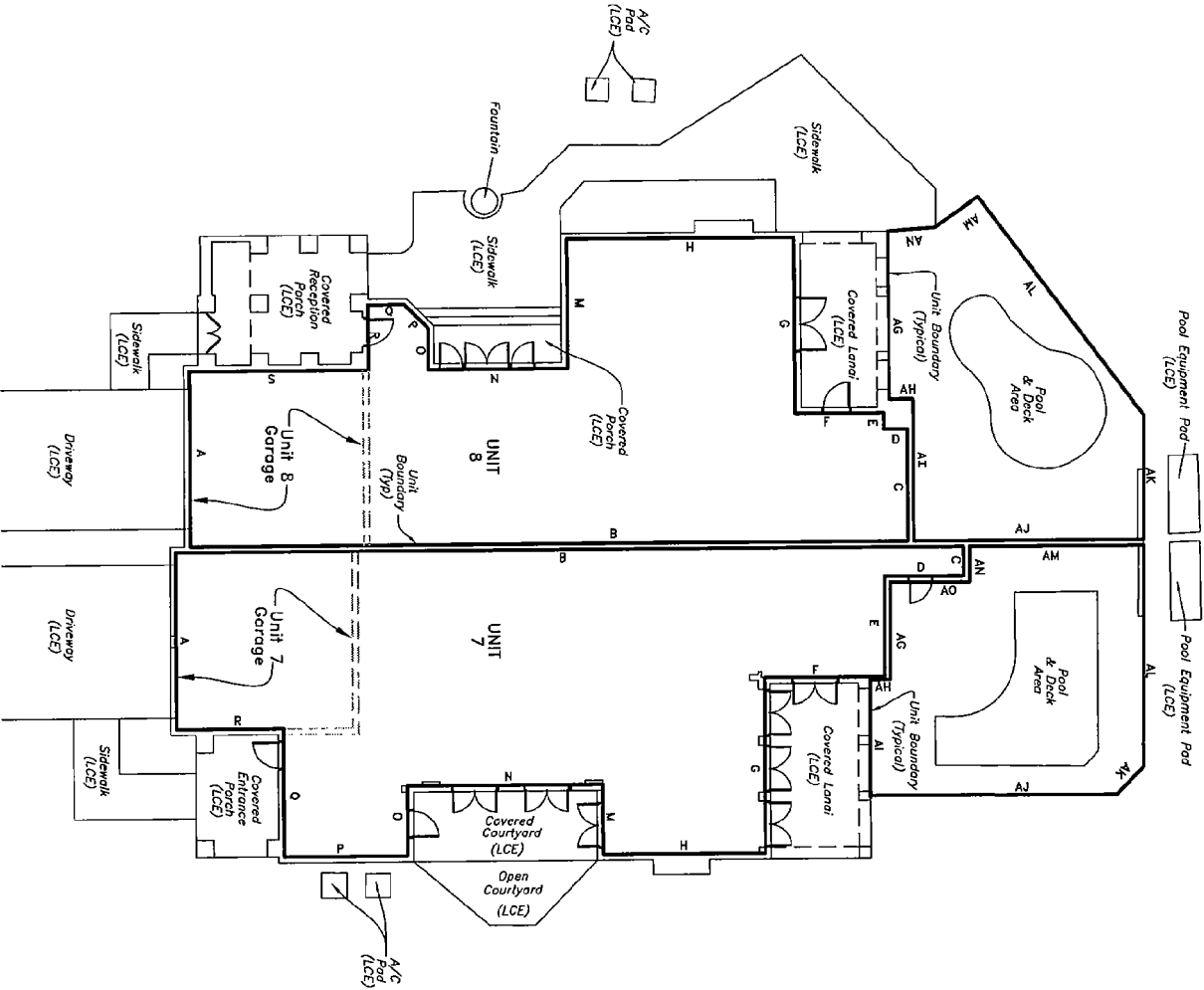
BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. LB-6338
 606 Opfest Avenue Venice, Florida 33596
 Telephone: (813) 487-7166
 Email: bsd@brittsurveying.com

THE SOUND AT WATERLEFFE, A CONDOMINIUM

A REPLAT OF THAT PORTION OF WATERLEFFE GOLF & RIVER CLUB, UNIT 12 KNOWN AS TRACT 273-A, WITH LANDS SHOWN AS LANDS NOT INCLUDED IN THE PLAT THEREOF, BEING IN SECTIONS 18 & 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK _____ PAGE _____

SHEET 13 OF 16



- LEGEND:
- (LCE) - Limited Common Element
 - (CE) - Limited Common Element
 - (A/C) - Air conditioner
 - (Typ) - Typical

UNIT 7
UNIT 8
GROUND FLOOR

SEE SHEET 16 FOR
TABLE OF AS-BUILT DIMENSIONS

ALL IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE

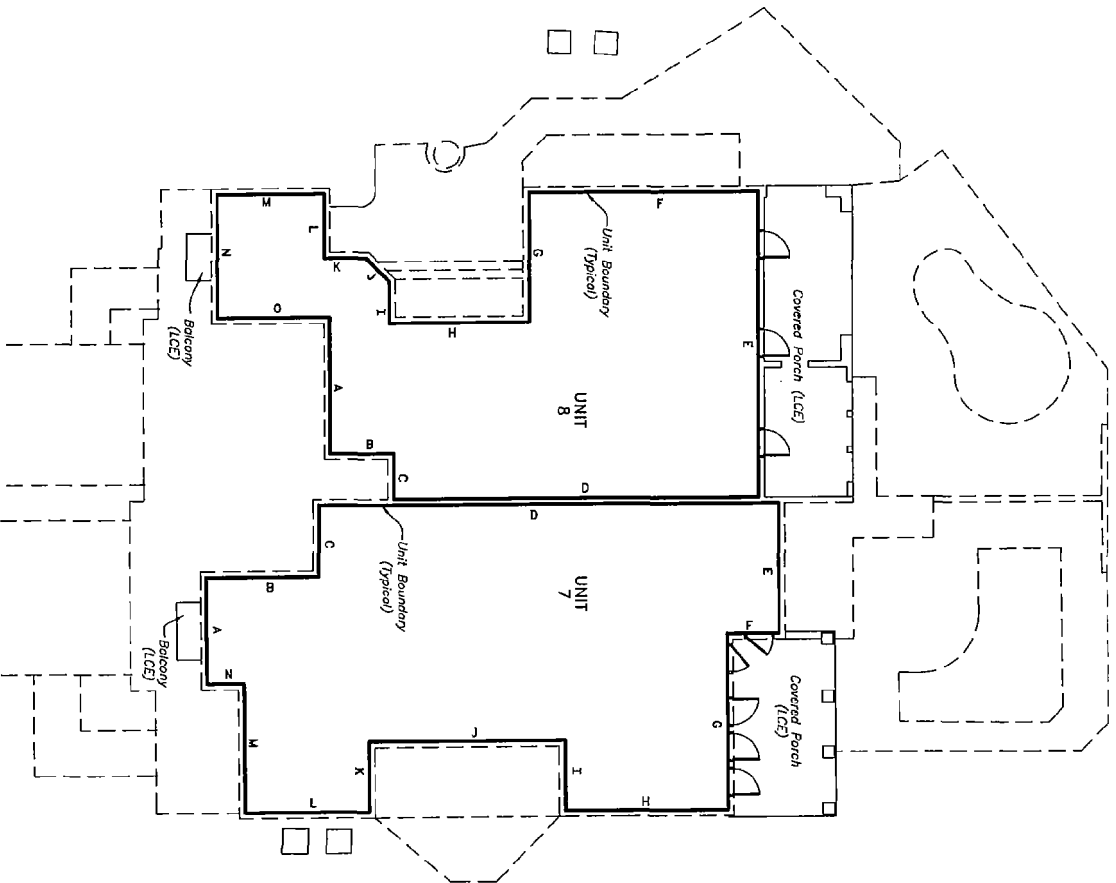
BRITT
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB 8036
10000 Highway 19, Suite 100, Tampa, FL 33613
Telephone: (813) 932-1381 Fax: (813) 454-5766
Email: bbs@brittsurveying.com

THE SOUND AT WATERLEFFE, A CONDOMINIUM

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CONDOMINIUM BOOK _____ PAGE _____

SHEET 14 OF 16



SEE SHEET 16 FOR TABLE OF AS-BUILT DIMENSIONS



SCALE: 1" = 10'

LEGEND:
 (LCE) - United Common Element
 (Typ) - Typical

UNIT 7
 UNIT 8
 SECOND FLOOR

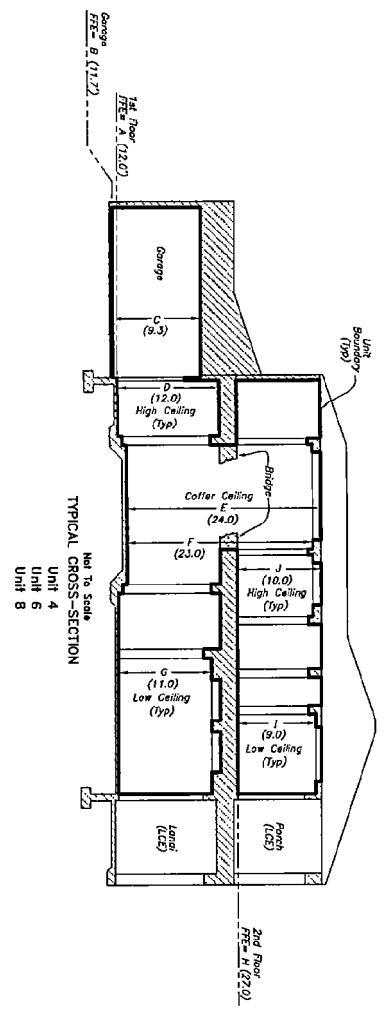
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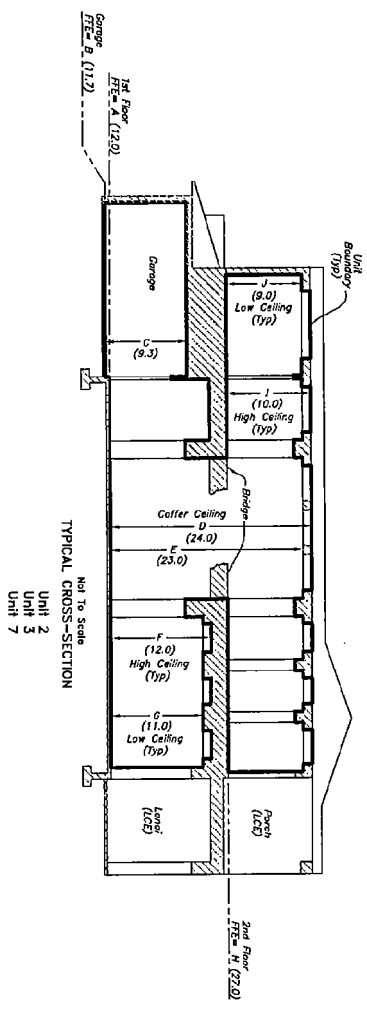
BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.S. 0628
 608 Opfers Avenue, Venice, Florida 33425
 Telephone: 352-885-1111
 Email: info@brittsurveying.com

THE SOUND AT WATERLEFFE, A CONDOMINIUM

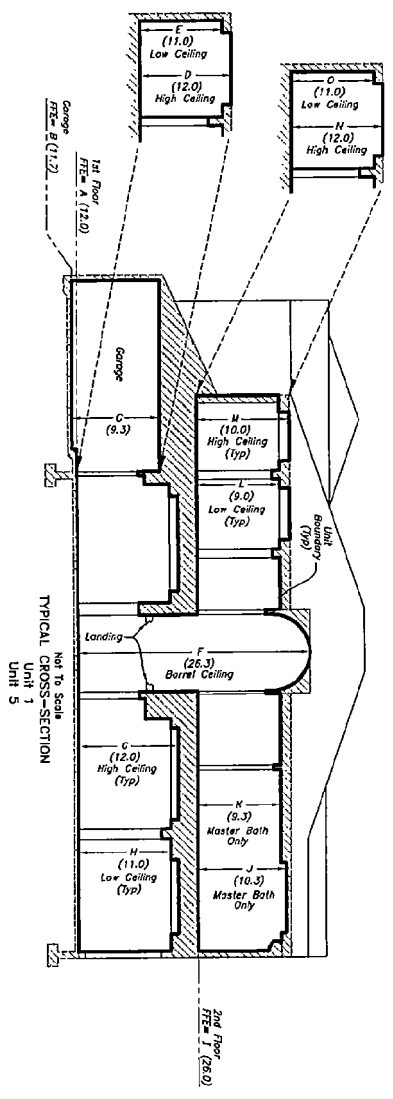
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TYPICAL CROSS-SECTION
Unit 4
Unit 5
Unit 6



TYPICAL CROSS-SECTION
Unit 2
Unit 7
Unit 8



TYPICAL CROSS-SECTION
Unit 1
Unit 3

LEGEND:
 (LCE) - Limited Common Element
 (Typ) - Typical
 FTE - Finished Floor Elevation of dimensions shown in feet

ELEVATIONS
 ALL
 UNITS
 NOT TO SCALE

SEE SHEET 16 FOR
 TABLE OF AS-BUILT DIMENSIONS

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE INDICATED

BRITT
 BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. LB. 0035
 606 Cypress Avenue, Venice, Florida 33595
 Telephone: (813) 484-1500
 Email: britt@brittsurveying.com

THE SOUND AT WATERLEFE, A CONDOMINIUM

A REPEAT OF THAT PORTION OF WATERLEFE GOLF & RIVER CLUB, UNIT 12 KNOWN AS TRACT 213-A, WITH LANDS SHOWN AS "LANDS NOT INCLUDED" IN THE PLAT THEREOF, BEING IN SECTIONS 18 & 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

UNIT HORIZONTAL BOUNDARIES- INTERIOR SHEETS 7 - 14

UNIT #	FLOOR	SHEET	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1	B	Ground																					
2	C	Ground																					
3	A	Ground																					
4	B	Ground																					
5	B	Ground																					
6	C	Ground																					
7	A	Ground	20.02	89.70	3.33	9.00	14.36	14.88	20.32	17.66													
8	C	Ground	11.75	12.20	6.00	53.02	14.35	5.95	20.24	18.35	8.0	23.32	8.0	13.82	14.60	4.17							
			20.00	81.63	12.55	2.70	1.60	10.00	20.00	25.60													
			15.40	7.20	5.20	41.35	34.50	25.82	14.84	4.70	3.68	4.78	7.36	11.84	13.93	12.55							

UNIT HORIZONTAL BOUNDARIES- EXTERIOR SHEETS 7, 9, 11, 13

UNIT #	FLOOR	SHEET	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ
1	B	Ground																										
2	C	Ground																										
3	A	Ground																										
4	B	Ground																										
5	B	Ground																										
6	C	Ground																										
7	A	Ground							11.0	2.4	12.8	28.2	25.4	19.3	4.0	9.0												
8	C	Ground							19.1	2.7	16.3	25.6	4.3	12.1	31.3	5.9	5.3											

UNIT 1 CONTINUED BELOW

UNIT 5 CONTINUED BELOW

UNITS 1 & 5 BOUNDARIES- EXTERIOR (CONTINUED) SHEETS 7 & 11

UNIT #	FLOOR	SHEET	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BN	BO	BP
1	B	Ground															
5	B	Ground															

BUILDING VERTICAL BOUNDARY ELEVATIONS SHEET 15


UNIT #	TYPE	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	B														
2	C														
3	A														
4	B														
5	B														
6	C														
7	A	12.30	11.05	9.83	23.95	22.95	11.95	10.95	26.45	9.65	8.85				
8	C	12.32	11.05	10.30	11.62	22.85	21.83	11.80	25.44	8.75	9.75				

NOTES:
1. These tables represent as-built dimensions of the units and garages after construction.
2. All dimensions shown in feet.

AS-BUILT
DIMENSION
TABLES

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 140635
1005 Old Manatee Way, Suite 1405
Tampa, Florida 33604
Telephone: (813) 493-1398 Fax: (813) 484-5768
Email: brittsurveying.com

EXHIBIT NO. 2 TO DECLARATION OF CONDOMINIUM



State of Florida
Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on November 29, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number E06000283985. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000012283.

Authentication Code: 306A00068949-113006-N06000012283-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of November, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State

11/30/2006 10:55 FAX

002/002

850-205-0381

11/30/2006 10:51 PAGE 002/002 Florida Dept of State



November 30, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC.
24301 WALDON CENTER DRIVE, SUITE 300
BONITA SPRINGS, FL 34134

The Articles of Incorporation for THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC. were filed on November 29, 2006, and assigned document number N06000012283. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000283985.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Valerie Herring
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 306A00068949

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**ARTICLES OF INCORPORATION
OF
THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

ARTICLE I. NAME

The name of the Condominium Association shall be THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC. ("Association"). All capitalized terms contained in this instrument shall have the same defined meaning as contained in the Declaration of Condominium, unless otherwise provided to the contrary.

ARTICLE II. PURPOSE AND POWERS

Section 1. Purpose. The purpose for which the Association is organized is to provide an entity for the operation and governance of The Sound at Waterlefe, A Condominium (the "Condominium"), located upon lands in Manatee County, Florida, said property being described in the duly recorded Declaration of Condominium applicable thereto.

The Association shall not be operated for profit and shall make no distribution of income to its members, directors or officers.

Section 2. Powers. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Association shall have all of the powers and duties contemplated in the Declaration of Condominium and the Florida Condominium Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against Unit Owners as the Declaration of Condominium shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium.

(b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration of Condominium.

(c) To maintain, repair, replace and operate the Condominium Property.

(d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

(e) To reconstruct improvements after casualty and further improve the Condominium Property.

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- (f) To make and amend reasonable rules and regulations.
- (g) To perform such functions as may be specified in the Declaration of Condominium and the By-Laws.
- (h) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and such rules and regulations as may be promulgated.
- (i) To employ personnel to perform the services required for proper operation of the Condominium.
- (j) To lease, maintain, repair and replace the Common Elements as same are defined in the Declaration of Condominium.
- (k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.
- (l) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board of Directors.
- (m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.
- (n) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and the replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (o) To bring suit as may be necessary to protect the Association's interests, the interests of the Association's Members, or the Condominium Property, and to be sued.

ARTICLE III. DEVELOPER

BAY COLONY-GATEWAY, INC., a corporation organized under the laws of Delaware, shall make and declare or has made and declared a certain Declaration of Condominium submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as THE SOUND AT WATERLEFE, A CONDOMINIUM.

ARTICLE IV. TERM

The term for which this Association shall exist shall be perpetual. In the event the Association is dissolved, the Association shall ensure that the maintenance of the surface water management system, which is a Common Element as defined in the Declaration, is delegated, transferred or assigned to a similar not-for-profit corporation.

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ARTICLE V. INCORPORATOR

The name and address of the incorporator of this Association is as follows:

Robert S. Freedman
Carlton Fields, P.A.
Corporate Center Three at International Plaza
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5736

ARTICLE VI. OFFICERS

The officers of the Association shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Association shall be elected for a term of one year (unless otherwise provided in the By-Laws), and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Association. Until transfer of the control of the Association to the unit owners other than the Developer has been accomplished, the officers need not be directors or members.

The names of the persons who shall serve as the first officers are:

Doug Egly	President
Roger Aman	Vice President
Sylvia Keith	Secretary-Treasurer

ARTICLE VII. DIRECTORS

The affairs of the Association shall be managed by a Board of Directors composed of not less than three directors. Until control of the Association is transferred to unit owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. Except for non-member directors appointed by the Developer, all directors shall be elected at the annual membership meeting of the Association.

The first Board of Directors shall be comprised of three persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first Directors are:

Doug Egly	1022 Fish Hook Cove Bradenton, Florida 34212
Roger Aman	2020 Clubhouse Drive Sun City Center, Florida 33573
Sylvia Keith	2020 Clubhouse Drive Sun City Center, Florida 33573

Notwithstanding anything in these Articles of Incorporation, or the By-Laws to the contrary, the Developer shall be entitled to elect or designate from time to time all or a part of the directors that will manage the affairs of the Association until such time as the Developer is no longer entitled to elect or

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designate directors or a director pursuant to the Condominium Act in effect on the date of the creation of the Association. The Developer shall be entitled to elect or designate all of the directors of the Association as long as members other than the Developer own less than 15% of the Units that will be operated ultimately by the Association. Unit Owners other than the Developer, at such time as such Unit Owners own 15% or more of the Units in the Condominium, are entitled to elect not less than one third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after 50% of the Units in the Condominium have been conveyed to purchasers; (b) three months after 90% of the Units in the Condominium have been conveyed to purchasers; (c) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven years after recordation of the Declaration.

ARTICLE VIII. BY-LAWS

The initial By-Laws of the Association shall be attached as an exhibit to the Declaration of Condominium for the Condominium and shall be adopted by the first Board of Directors.

ARTICLE IX. MEMBERS

Membership in the Association shall automatically consist of and be limited to all of the record owners of units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the owner(s) of each unit shall only be entitled to one vote as a member of the Association. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

ARTICLE X. AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Association, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Association, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all members of the Association entitled to vote thereon.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Developer in the condominium documents without the written consent of the Developer.

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ARTICLE XI. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Corporation shall be 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, or at such other place or places as may be designated from time to time.

ARTICLE XII. REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation and the name of the initial registered agent at that address are:

Vivien N. Hastings
24301 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

ARTICLE XIII. INDEMNIFICATION

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 29th day of November, 2006.

Robert S. Freedman

Robert S. Freedman, Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of November, 2006, by Robert S. Freedman, being known to me to be the person who executed the foregoing Articles of Incorporation of THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)

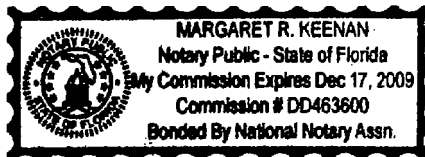
Margaret R. Keenan

(Signature)

Name: _____
(Legibly Printed)

Notary Public, State of Florida

(Commission Number, if any)



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ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of her duties and is familiar with and accepts the obligations of her position as registered agent.



Vivien N. Hastings

EXHIBIT NO. 3 TO DECLARATION OF CONDOMINIUM

**BY-LAWS OF
THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I: IDENTITY

THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC. ("Association") is a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering The Sound at Waterlefe, A Condominium located in Manatee County, Florida ("Condominium").

Section 1. Principal Office. The principal office of the Association shall be at 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, or at such other place as may be subsequently designated by the Board.

Section 2. Definitions. All terms used herein shall have the same definitions as attributed to them in said Declaration of Condominium. As used herein, in the Declaration of Condominium, or in the Florida Condominium Act, the terms "Board of Directors" and "Board of Administration" shall be synonymous.

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association. Membership in the Association shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one Person, then all of the Persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member." If Unit ownership is vested in a corporation, partnership, limited liability company or other non-individual entity, such entity shall be required to designate an individual as its "voting member."

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors is required by these By-Laws and the Declaration shall be accompanied by application fee in an amount to be set by the Association, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting.

(A) The Owner(s) of each Unit shall be entitled to one vote for each Unit owned. If a Unit Owner owns more than one Unit, such individual shall be entitled to one vote for each Unit owned. The vote of a Unit shall not be divisible.

(B) A majority of the Members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board of Directors which must be by written ballot or voting machine), unless the Declaration, Articles of Incorporation, By-Laws, or agreement entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

Section 3. Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary not less than 3 days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Unit is owned by one Person, such Person's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one Person, the Person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the secretary of the Association. If a Unit is owned by a corporation, the individual entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or vice president, attested to by the secretary or assistant secretary of the corporation, and filed with the secretary of the Association. The Person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, the following 3 provisions are applicable thereto:

(A) They may, but they shall not be required to, designate a voting member by certificate.

(B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(C) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III: MEETINGS OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the secretary to (a) mail, hand deliver or electronically transmit a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit Owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting, and (b) post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) continuous days preceding said meeting (in the alternative to posting, or as an addition to posting, the Association may, in accordance with reasonable rules promulgated in accordance with these By-Laws, post and repeatedly broadcast the notice and the agenda on a closed-circuit cable television system, in accordance with the applicable provisions of Section 718.112, Florida Statutes). Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed, hand delivered or electronically transmitted to the address of the Unit Owner last furnished to the Association and shall be posted and/or broadcast as hereinbefore set forth. An officer of the Association shall provide an

affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed, hand delivered or electronically transmitted in accordance with this section, to each Unit Owner at the address last furnished to the Association. Notices of meetings of the membership may be delivered by electronic transmission to Owners who consent to receive notice in such manner.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. Notice of such meeting shall be provided in accordance with applicable provisions of Section 718.112, Florida Statutes. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting. The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of the Florida Condominium Act. Cumulative voting shall be prohibited.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors. Except for the purpose of removing a director governed by the provisions of Section 3 of Article IV hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing 10% of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Any approval by Unit Owners called for by the Florida Condominium Act, the Declaration or these By-Laws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Florida Condominium Act or the Declaration relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these By-Laws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration, or any Florida statute which provides for Unit Owner action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV: DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than 3 nor more than 9 directors. There shall never be less than 3 directors. The initial Board of Directors shall be comprised of 3 members, but such number can be increased by the Developer at any time and from time to time in its sole discretion prior to transfer of control. The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All directors shall be members of the Association; provided, however, that all directors that the Developer is entitled to elect or designate need not be members. All officers of a corporation owning a Unit shall be deemed to be members of the Association so as to qualify each to become a director hereof.

Section 2. First Board of Directors. The first Board of Directors named in the Articles of Incorporation shall hold office and serve until their successors have been elected and qualified.

Section 3. Removal of Directors. Any removal of a director or directors of the Board by recall shall be done in accordance with the provisions of Section 718.112(2)(j), Florida Statutes, or the rules promulgated thereunder, or in accordance with any other applicable provisions of the Florida Condominium Act.

Section 4. Vacancies on Directorate. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise or should a vacancy be created by an enlargement of the Board or should a director be removed by the procedure of Section 3 of this Article and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next regularly scheduled election of directors. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit Owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than the Developer.

Section 5. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or by mail, telephone or telegraph at least 5 days prior to the day named for such meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the members of the Board of Directors, by giving 5 days' notice, in writing which shall specifically incorporate an identification of agenda items, to all of the members of the Board of Directors of the time and place of said meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Owners shall be given proper notice pursuant to applicable Florida law.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn

the meeting from time to time. At such adjourned meeting, and provided a quorum is then present, any business may be transacted which might have been transacted at the meeting as originally called. Proper notice of any adjourned meeting shall be given in accordance with applicable Florida law.

Section 10. Notice of Board Meetings. All Board meetings, regular or special, shall be properly noticed pursuant to applicable Florida law (which may include delivery of notices by electronic transmission to Owners who consent to receive notice in such manner).

Section 11. Notice to Developer. Until the earlier of (i) December 31, 2010, or (ii) the date on which Developer has conveyed all Units to third parties, the Developer shall be entitled to attend the director's meetings and it may designate such person(s) as it desires to attend such meetings on its behalf. Such notice may be cancelled by Developer by delivering written notice to the Association.

Section 12. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, or these By-Laws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(A) To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these By-Laws, and in the Florida Condominium Act, and all powers incidental thereto.

(B) To adopt a budget and make and collect Assessments, including Special Assessments, enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration to which these By-Laws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of the Declaration. The Board of Directors shall also have the power to levy a fine against the Owner of a Unit for the purposes specified in the Declaration.

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

(D) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Units therein.

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

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

(G) To further improve of the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the

right to acquire and enter into agreements pursuant to the Florida Condominium Act, subject to the provisions of the Declaration and these By-Laws.

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

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

Section 13. Proviso. The validity of any delegation of power and/or duty by the Board of Directors, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these By-Laws or the condominium documents and its exhibits.

Section 14. Fire and Safety Code Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

ARTICLE V: OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit Owners other than the Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all

written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors, meetings and all meetings of the Unit owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit which shall designate the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

(B) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(D) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(E) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these By-Laws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners or their authorized representatives. In the event the Board of Directors designates a Management Firm to operate the Condominium on behalf of the Association, said Management Firm shall be required to follow the aforesaid provisions.

ARTICLE VI: FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by

such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least 2 officers of the Association; provided, however, that the provisions of any Management Agreement, entered into by the Association and a Management Firm designated by the Association to operate the Condominium, relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration.

Section 2. Fidelity Bonds. The President, Secretary, Treasurer and all other officers who are authorized to sign checks, and all officers and employees of the Association who control or disburse funds of the Association, and any contractor handling or responsible for Association funds, shall be bonded. The amount of the bond shall be determined by the Board of Directors, but in no manner shall be less than the amount of the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds shall be paid by the Association. The cost of bonding an employee of an Association-designated management firm may be reimbursed by the Association. Notwithstanding the foregoing, the Association and/or any management firm shall not be obligated to obtain fidelity bonding of any persons in excess of any amounts stated in the Florida Condominium Act.

Section 3. Fiscal Or Calendar Year. The Association shall be on a fiscal year basis coinciding with the calendar year. Notwithstanding the foregoing, the Board of Directors is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America as such time as the Board of Directors deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws requiring an annual meeting in each calendar year.

Section 4. Determination of Assessments.

(A) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration, water and sewer and any other expenses designated as Common Expenses from time to time by the Board of Directors, or under the provisions of the Declaration. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements; provided, however, the Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses as provided in the Declaration and exhibits attached thereto. Said Assessments shall be payable monthly in advance and shall be due on the first (1st) day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board of Directors.

(B) All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association, or its agents.

(C) An annual budget and level of Assessment for Common Expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed, to each Unit Owner a notice of the Board of Directors meeting at which the budget will be considered not less than 14 days prior to said meeting. Such notice shall include a copy of the proposed

annual budget and Assessment as well as the time and place for the meeting which shall be open to the Unit Owners. If the Association shall fail for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall be increased by 15% and shall continue in effect until changed by the Association.

If the adopted budget requires an assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board received within 21 days of adoption of the budget, shall call a special meeting of the Unit Owners within 60 days of such written application, and the Board shall provide not less than 14 days' written notice to each Unit Owner of such special meeting. At this special meeting, Unit Owners shall consider and enact a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in the preceding year, 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. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an Assessment for any year greater than 115% of the prior fiscal year's Assessment without prior approval of the members representing a majority of all Units.

(D) All Assessments shall be paid to the Association and delivered to the Treasurer of the Association, subject, however, to the provisions of a Management Agreement for as long as it shall remain in effect providing for collection of such Assessments directly by an Association-designated Management Firm, and also subject to any specific applicable provisions in the Declaration.

Section 5. Application of Payments and Commingling of Funds. Reserve and operating funds collected by the Association, or by an Association-designated Management Firm as long as a Management Agreement shall be in effect, may not be commingled in a single fund for purposes of investment unless otherwise permitted by the Florida Condominium Act, in which event any decision to commingle funds must be made by the Association or such Management Firm as long as the Management Agreement remains in effect, or thereafter as the Board of Directors determines in its sole discretion. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect, or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a Management Firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such Management Agreement and the Florida Condominium Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit owner shall be in default in the payment of an installment upon any assessment, an Association-designated Management Firm or the Board of Directors may accelerate the monthly installment for the next 3 months upon notice thereof to the Unit Owner and, thereupon, the unpaid installments of the Assessment together with the monthly assessments for the next three months shall become due upon the date stated in the notice, but not less than 14 days after delivery of or the mailing of such notice to the Unit Owner. The acceleration of installments may be repeated at the end of each 3 month period thereafter if at the end of such period there remains any sums due and unpaid.

ARTICLE VII: UNAUDITED FINANCIAL STATEMENTS

In addition to any reporting requirements contained in the Florida Condominium Act or any applicable provision of Florida law, the Board, or its agents, shall (1) render to the members of the

Association an unaudited statement for each fiscal year no later than 4 months next thereafter, and (2) perform internal audits of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it.

ARTICLE VIII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by the Unit owner in any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Florida Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of 30 days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and 5 days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Florida Condominium Act, and the Association may then, at its option, have the following elections:

- (A) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;
- (B) An action in equity to enforce performance on the part of the Unit Owner; or
- (C) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within 30 days from date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Florida Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by the Florida Condominium Act against any owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these By-Laws or the rules of the Association. No fine will become a lien against a unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under the Florida Condominium Act. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than 14 days after reasonable notice, to the Owner, resident, guest or invitee. Reasonable notice shall include: a statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these By-Laws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other Unit Owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if more than 75% of the members of the committee disagree with such fine. The notice and hearing procedures shall also satisfy any other requirements of the Florida Condominium Act or the regulations promulgated thereunder.

Section 2. Negligence or Carelessness of Unit Owner, Etc. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

Section 3. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by condominium documents, or at law or in equity.

ARTICLE IX: ACQUISITION OF UNITS

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than 75% of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a Condominium Parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit Owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

ARTICLE X: AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit owners, provided:

- (A) Notice of the meeting shall contain a statement of the proposed amendment.
- (B) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of two-thirds (2/3) of the votes cast at a meeting called for such purpose.

(C) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of three-fourths (3/4) of the votes cast at a meeting called for such purpose.

(D) Said amendment shall be recorded and certified as required by the Florida Condominium Act.

(E) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declaration to which these By-Laws are attached.

(F) No amendment to these By-Laws shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

ARTICLE XI: NOTICES

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as to same as set forth in the Declaration to which these By-Laws and other exhibits attached to said Declaration.

ARTICLE XII: INDEMNIFICATION

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV: LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XV: PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Florida Condominium Act, the Declaration, or these By-Laws.

ARTICLE XVI: MORTGAGE REGISTER

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association, or its agent, maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE XVII: ALTERNATIVE DISPUTE RESOLUTION

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be submitted to such alternative resolution procedures prior to institution of civil litigation proceedings.

ARTICLE XVIII: EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors may:

(A) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(A) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(A) Binds the Association; and

(B) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the By-Laws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

EXHIBIT NO. 4 TO DECLARATION OF CONDOMINIUM

MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between WCI COMMUNITIES PROPERTY MANAGEMENT, INC., a Florida corporation (hereinafter called the "Management Firm") and THE SOUND AT WATERLEFE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called the "Association"), which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto.

WITNESSETH:

WHEREAS, the Association has been organized for the administration and operation of The Sound at Waterlefe, A Condominium ("Condominium") to be contained within a development known as Waterlefe Golf & River Club; and

WHEREAS, the Management Firm is in the business of managing and providing maintenance for condominiums; and

WHEREAS, authority is granted in the Articles of Incorporation of the Association to enter into a contract providing for the management, supervision and maintenance of the Condominiums and for the Association Property; and

WHEREAS, the parties hereto have agreed that the Management Firm shall hereafter exclusively provide such operation and management services, all for the consideration, and upon the terms, provisions and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Definitions. The terms used herein shall have the meanings set forth in the Declarations of Condominium for the Condominiums, or otherwise defined in the Association Documents, unless the context otherwise requires.
3. Employment; Status; Licenses. The Association hereby employs and hires the Management Firm as the exclusive manager of the Condominium Property, and the Management Firm hereby accepts such role. All actions of the Management Firm shall be as an agent of the Association, and the Management Firm and its employees and agents shall at all times be deemed to be independent contractors and not employees of the Association. The Management Firm shall pay all employee benefits, employee withholding taxes or other taxes, charges or costs, or other expenses of any nature, except for the fees and costs specifically provided herein. The Management Firm is responsible, at its own expense, for obtaining all licenses, permits and other governmental approvals necessary to conduct its business, including the licensing of all employees as community association managers to the extent required by Chapter 468, Florida Statutes.
4. Term of Agreement; Exception. The term of this Agreement shall commence as of the date hereof and continue through December 31, 2009. Beginning January 1, 2010, this Agreement shall continue for additional periods of one year unless terminated by either party giving written notice of termination to the other party at least 180 days prior to the last day of the current period. Notwithstanding the foregoing, (a) the members of the Association shall have the right to terminate this Agreement at any time and without any required notice following such time as turnover of control of the Association from the Developer to the non-Developer members of the Association has occurred, and (b) commencing as if the date of turnover of control of the Association from the Developer to the members of the Association, the

Management Firm shall have the right to terminate this Agreement by providing 30 days' prior written notice to the Association.

5. Management Services. The Management Firm shall provide the Association with the following managerial services to be performed when needed from time to time:

(A) Cause to be hired, trained, paid and supervised all persons necessary to be employed in order to properly maintain, manage and operate the Condominium Property, including a manager, who, in each instance, shall be the employee of the Management Firm, which in its absolute discretion shall determine and cause to be discharged all persons unnecessary or undesirable; provided, however, that no person shall be so engaged over the objection of the Association.

(B) Perform or cause to be performed all services for the maintenance and repair of the properties of the Condominiums required to be maintained and repaired in the Declaration of Condominium for the Condominium, and to fully cooperate with the Board in the operation and administration of the Association.

(C) Recommend such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

(D) Cause to be placed or kept in force all insurance required in the Declaration of Condominium for the Condominium, and further to act in cooperation with the Association with regard to insurance matters as provided by the Declaration of Condominium for the Condominium and to require each of its employees who control or disburse funds of the Association to be bonded in accordance with and to the extent required by applicable law.

(E) Maintain the Association's financial records, books, accounts and other records as provided by the Association's By-Laws pursuant to the Florida Condominium Act. The Management Firm may issue certificates of accounts to Association members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be the property of the Association but shall be kept at the office of the Management Firm and shall be open for inspection by any Association Member or such Association Member's authorized agent, or by an expert employed by and at the cost and expense of the Association. It is understood that any such inspection shall be conducted at reasonable times, without cost to the Management Firm and without reasonable disruption to the employees and operation of the Management Firm. Any expense associated with the copying of records shall be a cost of the Association. Such expert may also conduct an external audit if so qualified, provided that the cost for same is paid by the Association. The Management Firm shall perform internal audits of the Association's financial records for the purpose of verifying the same, but no independent or external audit shall be required of it.

(F) Maintain records as part of the records provided for in the preceding paragraph sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected and disbursed by it in its capacity as Management Firm.

(G) Prepare a proposed annual budget for the Association setting forth an itemized statement of the anticipated expenses and reserves for the next fiscal year, taking into account the circumstances, directives of the Board, the prior budget, other requirements and obligations of the Association by contract or as specified in the Declaration of Condominium for the Condominium, the exhibits thereto, and other applicable obligations of the Association and/or its members. The budget prepared by the Management Firm shall be submitted to the Board of Directors at least 50 days prior to the commencement of the applicable fiscal year. The Board shall promptly review said proposed budget and

forthwith adopt an annual budget and authorize Assessments upon its members sufficient to fund the applicable budget obligations in accordance with its By-Laws.

Except to the extent competitive bidding is required under the Florida Condominium Act or other applicable Florida law, the Management Firm may, with impunity, purchase or contract for any service or material from or with such person or party as it deems advisable and in the best interest of the Association. Such contracts or purchases shall be made in the name of the Association, and no contract shall be entered into without the prior written consent of the Board unless such contract is terminable by the Association without penalty upon 30 days written notice. The Management Firm shall not be required to search for the best price unless otherwise directed by the Association or required by applicable law. Notwithstanding the foregoing, the requirements for competitive bidding may be waived by a two-thirds (2/3) vote of the Association members, and said vote may be accomplished by a proxy specifically setting forth the exemption from such competitive bidding practices.

The Association agrees that Assessments levied upon its members will at all times be maintained so that the amount produced thereby shall be sufficient to provide the monies necessary to pay all items set forth in the Declaration of Condominium and all exhibits annexed thereto, with regard to and for the Condominium Property, and the terms of this Agreement, and to realize a sum sufficient to meet the requirements of the annual budget adopted pursuant to the provisions of the By-Laws, and the requirements of any Association-authorized increase in the budget or Special Assessment item.

(H) Receive the payments of Assessments or other payments from Association members or otherwise owed or accruing to the Association, provide receipts for same on behalf of the Association as requested, deposit such funds in a special escrow account at a banking or savings and loan institution in the State of Florida, and otherwise assist the Association in the management of its funds as authorized. To the extent funds of the Association are available, the Management Firm shall withdraw from the escrow account such funds as needed to satisfy authorized obligations of the Association pursuant to the budget and any other agreements or arrangements of the Association, including this Agreement. If reserve accounts are authorized by the Association budget, the Management Firm shall transfer such funds as, if and when received, to a savings account of the Association. Until funds received by the Management Firm pursuant to this paragraph are withdrawn in payment of Association obligations or transferred to a savings account, such funds shall be the funds of the Association rather than the Management Firm. The Management Firm may confer freely with and use the services of Association legal counsel in connection with collection and disbursement of funds pursuant to this paragraph.

(I) May cause a representative of its organization to attend meetings of the members of the Association and of the Board of Directors; however, it is understood and agreed that the minutes of all the Association's meetings, whether of members or of the Board of Directors, shall be taken by the Association's secretary and said secretary shall always be responsible for preparing and furnishing notices and minutes of all meetings to the required parties.

(J) Supervise, operate, control and manage the Condominium Property and the Association Property to the extent provided in this Agreement or as otherwise authorized by the Association, and assist the Association in the preparation, promulgation and enforcement of its rules and regulations, for the use and occupancy of the Common Elements, Limited Common Elements, the Units and the Association Property.

(K) Cause such alterations and/or additions to the Common Elements or Limited Common Elements to be made as authorized by the Board of Directors and its members where required, pursuant to and in accordance with the Declaration of Condominium and exhibits attached thereto. As to the foregoing, the Management Firm shall be paid for the cost of its personnel and overhead, materials and equipment in regard thereto, and any and all contractors, sub-contractors or materialmen as are required therefor and authorized by the Board of Directors.

(L) Recommend, and negotiate if applicable, such agreements pertaining to the Condominium and the Association Property, including, but not limited to, agreements granting concessions and licenses to persons to provide facilities and services as to and within the Condominium Property. All such agreements shall be entered into by the Association upon its approval, and all income derived from such agreements shall inure to the benefit of the Condominium, and all expenses appertaining thereto shall likewise be borne by the Condominium.

(M) Assist the Association in the levying and collection of any Special Assessments and/or Capital Improvement Assessments for such purposes and against such parties as provided in the Declaration of Condominium and its exhibits. The Management Firm shall initiate the notices that may be required or appropriate in the process of asserting the Special Assessments and/or Capital Improvement Assessments, perfecting liens for nonpayment of Assessments, and the collection of same.

(N) Exercise such powers and rights reasonably necessary to fulfill the terms and provisions of this Agreement.

(O) Assist the Association to perform its functions and act as otherwise authorized, required or delegated in the event of a casualty loss to the Condominium Property or the Association Property.

(P) Create procedures and forms as are necessary to enable the Association to discharge its functions regarding the review prior to any proposed sale or transfer of a Unit and such other functions of the Association as are provided for in the Condominium documents.

(Q) Prepare and timely file all necessary forms for unemployment insurance, withholding and social security taxes, and all other taxes and forms relating to all of the Management Firm's employees and the maintenance and operation of the Association, as and when required by federal, state or local law.

(R) Maintain a current roster of Unit Owners for the Condominium and a roster of all renters from Unit Owners for the Condominium together with addresses to the extent such information is provided to the Management Firm.

(S) Check for accuracy all bills or invoices received by the Association for services, work and supplies in connection with the management and operation of the Condominium Property and the Association Property, and to pay all bills and invoices on behalf of the Association (or, if required, facilitate payment through the Board) in a proper and timely manner so as to avoid delinquency or late charges and to take advantage of all payment discounts where applicable.

(T) Provide year-end financial information to the Unit Owners as required by Section 718.111, Florida Statutes, and to file annual reports with the State of Florida Department of Business and Professional Regulation and Department of State as required.

(U) Act as agent for the Association where appropriate and permitted by the Condominium documents and the Florida Condominium Act.

6. Roster of Members. The Management Firm shall maintain a roster of all members of the Association, and a roster of all renters from the members, together with addresses to the extent such information is provided to the Management Firm.

7. Deposits. All funds collected by the Management Firm on account of the Association shall be deposited in one or more banks or savings and loan associations, the deposits of which are insured by an agency of the United States, or in such other accounts as the Board shall direct. Such accounts or other investments will be styled so as to indicate the custodial nature thereof and the funds therein will not be

commingled with other funds collected by the Management Firm as agents for other owners associations or third parties. The Management Firm shall not be liable for any loss resulting from the insolvency of such depository or the loss of such investments if directed to invest by the Association. Withdrawals from Association accounts shall require either: (a) the signature of at least one officer or director of the Association, or (b) the signature of any one of the Management Firm's officers or directors as designated by the Management Firm, if the Management Firm carries Dishonesty Insurance on such person in an amount equal at least to the maximum amount of Association funds to which such person has access at any given time.

8. Association Retention of Right to Collect Assessments. Notwithstanding the duty of the Management Firm to collect Assessments during the term of this Agreement, the Association retains the power to make Assessments in accordance with and subject to the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association.

9. Application of Assessment Funds. All Assessments which the Management Firm shall collect shall be applied as follows:

(A) Taxes and Insurance. First, to the payment of premiums on insurance policies carried by the Association and the Management Firm, and taxes and assessments on the Common Elements of the Condominium and on the Association Property.

(B) Management Fee. Next, to the payment of the Management Firm of its fee as hereinafter set forth.

(C) Balance. The balance shall be utilized, applied, disbursed and reserved by the Management Firm in accordance with the budget of the Association providing for the expenditure of funds in accordance with this Agreement and/or the Declaration of Condominium and its exhibits.

The Management Firm is herein authorized to act as agent of the Association and as agent may file a Claim of Lien in the name of the Association as provided in the Declaration of Condominium against any Unit whose Owner has failed to pay Assessments. The Management Firm may, but is not obligated to unless requested by the Association, pursue collection of the amount due represented by said Claim of Lien, including interest and attorneys' fees and costs. The Management Firm as agent of the Association may execute a Satisfaction of Lien upon the full payment of the amount represented due by the Claim of Lien, but the Management Firm may not compromise a lien unless specifically authorized by the Association. The Management Firm may render statements as to the current status of any Unit Owner's account.

10. Assistance of Management Firm. The Management Firm shall aid and assist the Association in any reasonable manner requested by the Association as to the collection of Assessments, or other amounts due, and the Management Firm shall further aid and assist the Association in any reasonable manner required by the Association so as to simplify the method of collecting the Assessments, Special Assessments, Capital Improvement Assessments or other sums due from Unit Owners.

11. Management Firm Not Obligated to Pay Common Expenses; Exception. It is specifically understood that the Management Firm does not undertake to pay Common Expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from Assessments or other revenue, if any, of the Association are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. However, in the event of an emergency constituting imminent danger to the Condominium Property, including the Common Elements and Limited Common Elements, or to the health or safety of the Unit Owners or other persons, the Management Firm is authorized to expend from its own funds for the protection of said property or persons a sum not to exceed \$5,000.00 which the Association agrees to reimburse the Management Firm.

If it shall appear to the Management Firm that the Assessments and other revenue, if any, of the Association are insufficient, the Management Firm shall recommend such additional Special Assessments and/or increased Assessments as are required and advise the Association. If approved by the Association, the Management Firm may proceed to collect and disburse such Special Assessments or increased Assessments as any other Assessment pursuant to this Agreement.

12. Management Firm Not to Incur Expenses; Payment of Management Fee; Separate Cost Items. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association. All of the management and maintenance services required above in Paragraph 5 or elsewhere herein shall be rendered on a basis of "out-of-pocket" costs and expenses and the Association, through its Assessments, shall pay or reimburse the Management Firm for all costs and expenses incurred by the Management Firm in providing services, materials and supplies to the Association including specifically, but not limited to, the cost of all employees of the Management Firm for the time spent upon performance of matters required by the terms of this Agreement, or professionals hired to perform services for the Association, such as, but not limited to, engineering, legal, and bookkeeping services. It is understood that except for emergency situations provided for in Paragraph 11 above, the Management Firm will incur no cost or expense which is not provided for in the Association budget or by prior special assessments.

As compensation, fee or profit for its services hereunder, the Management Firm shall receive a fee during the first fiscal year of the Association to be calculated based upon an amount of \$20.00 per unit per month (which results in an amount not to exceed \$60.00 per unit per quarter and \$240.00 per unit for such year). Such fee shall commence as of the first or fifteenth day of the month, whichever is sooner, following the filing of the Declaration of Condominium, to which this Agreement is attached, in the public records of Manatee County, Florida. In each subsequent fiscal year of the Association, the Management Firm shall be entitled to increase the management fee up to 3% above the management fee paid to the Management Firm during the previous fiscal year.

The Association shall pay or reimburse the Management Firm separately for the following services and costs:

- (A) Salaries and payroll taxes for the Management Firm's employees assigned to the Association on a full-time basis, if any.
- (B) Postage and printing costs for individual monthly or quarterly statements and delinquent notices, as well as for meeting notices, letters and newsletters approved by the Board.
- (C) Costs of duplication of any reports, forms, letters, correspondence or other items not specifically described herein as being the responsibility of the Management Firm
- (D) All applicable sales taxes.
- (E) All costs expended by the management Firm for materials, supplies and services other than for the management and overhead expenses of the Management Firm's office operations, in addition to the employees that the Management Firm may secure for the performance of the maintenance, repair, and operations of the Management Firm under this Agreement, including, but not limited to, gasoline, tolls, airfare and similar expenses.
- (F) Any other amount expended by the Management Firm at the direction and request of the Association.

In addition to the foregoing, a one-time fee of \$3,000.00 will be paid to the Management Firm for its start-up costs and preliminary management work, including, but not limited to, the creation of the initial estimated operating budget for the Association.

13. Noninterference by Association. The Association shall not interfere, nor permit, allow or cause any of its officers, directors or members to interfere, with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

14. Consolidation and Allocation of Services. The parties recognize that the Management Firm and its employees and agents may be performing services similar to the services performed hereunder for other condominium Associations and entities. In this connection, the Management Firm is authorized to provide or cause to be provided such services as appropriate on a consolidated basis whereby such services are provided to more than one Association. To require the Management Firm to cost account with regard to each condominium and between the Association and other persons in interest as to other properties managed by the Management Firm, would substantially increase the costs of administration hereunder borne by the Association. Accordingly, the Management Firm is hereby granted the power to allocate to the Association its appropriate and fair share of such costs and expenses as are general, and as to those which are not general, to charge the same to the appropriate party(s) on such weighted basis as the Management Firm deems fair and equitable.

15. Certain Nonliability of Management Firm. The Management Firm shall not be liable to the Association and its members for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Condominium from any cause whatsoever unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

16. Assignment of Agreement by Management Firm. The Management Firm may assign this Agreement, as long as the assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement, and upon such assumption, the Management Firm shall be released from any and all obligations hereunder. Said assignment shall be duly recorded in the public records of Manatee County, Florida, and notice of same, together with an executed duplicate of said assignment, shall be delivered to the Association by certified mail or its equivalent. The Management Firm may also subcontract all or portions of its duties and powers under this Agreement.

17. Assignment of Agreement by Association. The Association, on behalf of its members, may assign its right, title and interest in and to this Agreement to another condominium Association existing under the laws of Florida to administer and operate the Condominium; however, said assignment shall not be valid unless and until the assignee thereunder expressly assumes and agrees, in writing, to perform each and every covenant and term of this Agreement. The said assignment shall be duly recorded in the public records of Manatee County, Florida, and an executed duplicate of said assignment shall be delivered to the Management Firm by certified mail or its equivalent.

18. Assistance of Management Firm with Special Assessments. The Management Firm shall make recommendations to and assist the Association with regard to assessing a Unit Owner for those items of Special Assessments and/or Capital Improvement Assessments as set forth in the Declaration of Condominium and the exhibits attached to said Declaration, and in this Agreement.

19. Association Obligations to the Management Firm. In connection with all other Association obligations hereunder and in order to assist the Management Firm in performance of its duties hereunder, the Association hereby agrees to:

- (A) Maintain a fully-constituted Board;

(B) Appoint one officer or director to interact with the Management Firm on Association business;

(C) Initially supply the Management Firm with an accurate roster of Unit Owners;

(D) Provide the Management Firm with a current set of the Condominium documents and to timely provide copies of all amendments thereto; and

(E) Assist the Management Firm as requested in making decisions or in guiding the Management Firm on the performance of its duties hereunder.

The Association hereby acknowledged that its power to amend the Declaration of Condominium and the exhibits attached to said Declaration is subject to the specific provisos applicable thereto set forth in the aforesaid instruments.

20. Stability of Size of Condominium; Levying of Assessments. The Association agrees that during the term of this Agreement, the number of Units specified in the Declaration of Condominium shall not be changed without notice to the Management Firm. The Association further agrees that it will levy Assessments on its members sufficient to satisfy the requirements of this Agreement and its obligations under the Declaration of Condominium, its exhibits and other applicable agreements. In addition, the Association recognizes certain other agreements or arrangements exist or may exist in the future, including, but not limited to, an agreement regarding the provision of cable television service to individual Unit Owners. The Management Firm is hereby specifically authorized to collect such amounts in accordance with the underlying obligation by agreement or arrangement.

21. Parking Spaces. If and to the extent applicable for the Condominium, the Management Firm shall assign and change assignments of any specific parking spaces or storage areas, if applicable (meaning areas which are not Limited Common Elements), and otherwise regulate vehicular parking of all manner and type of vehicles and storage of non-vehicular personalty within the Condominium Property, all in accordance with the Declaration, the By-Laws, any rules and regulations promulgated by the Association, and applicable Florida law.

22. Renewal of Agreement. This Agreement may be renewed upon such terms and conditions as are mutually agreeable to the Association and the Management Firm.

23. Effect of Waiver of Breach of Covenants. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

24. Time is of the Essence. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

25. Validity of Modification, Release, Discharge or Waiver. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing and signed by the parties to this Agreement, i.e., the Management Firm and the Association or their respective successors or assigns.

26. Binding Effect of Provisions. All covenants, promises, conditions and obligations herein contained or implied by law shall bind the Management Firm, its successors and assigns, and the Association, its successors and assigns, for the term of this Agreement unless sooner terminated according to applicable provisions of Chapter 718, Florida Statutes.

27. Entire Agreement. This instrument, together with the Declaration of Condominium and the exhibits attached to said Declaration, including this Agreement, constitute the entire agreement between the

parties hereto, as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

28. Effect of Invalidity of Portion of Agreement. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase or word, or of any provision of this Agreement or the exhibits attached hereto, and the Declaration of Condominium, shall not affect the validity of the remaining portions thereof.

29. Gender and Plurality of Terms. The words "Developer," "Management Firm," "Condominium Association," "member(s)," and "parcel owner(s)," wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term "Condominium Parcel" or "Condominium Unit," or "Unit," or "Parcel" and the owners thereof shall be defined pursuant to the Declaration of Condominium and same are Condominium Parcels and/or Units of such Condominium as created by the aforesaid Declaration of Condominium.

30. Provision of Notice. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members and the Management Firm, as provided in the Declaration of Condominium.

31. Effect of Default by Association. If the Association or its members shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, the Management Firm may give written notice to said Association of said default by delivering said notice to any officer of the Association or, in their absence, to any member of the said Association, and may declare this Agreement in default unless such default be cured by the said Association within 15 days after such notice. Upon default, the Management Firm may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the said Association and its members for damages and/or specific performance and/or such other rights and remedies as it may have, and the said Association and its members shall be liable for the Management Firm's reasonable attorney's fees and costs incurred thereby. All of such rights of the Management Firm upon default shall be cumulative, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

32. Effect of Default by Management Firm. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of 45 days after written notice of default from the Association specifying the default complained of, shall be grounds for the said Association's cancellation of this Agreement.

33. Effect of Termination of Condominium. If the Condominium shall be terminated as provided in the Declaration of Condominium, then each of the Unit Owners shall thereby become a tenant in common, and shall, as to his separate interest, continue to be a party to this Agreement and be bound by the provisions hereof, and the Management Firm shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

34. Exceptions to Management Firm's Liability or Association; Indemnification by Association. The Management Firm shall not be liable or responsible to the Association, its Board of Directors and its members, for its failure to act under the provision of Article VIII, Section 1 of the By-Laws of the Association. Furthermore, everything done by the Management Firm upon authorization of the Association shall be done as agent for the Association, and all obligations or expenses incurred pursuant to such authorization shall be for the account of, on behalf of, and at the expense of the Association. The Management Firm shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of

funds held or provided by the Association or from its members or occupants, nor shall the Management Firm be obliged to incur any liability or obligation on account of the Association without assurance that the necessary funds for the discharge thereof will be provided. The Association agrees to indemnify and hold the Management Firm harmless from any and all liability for any injury, damage or accident to any member of the Association, a guest or invitee of any such member, or to any third person, arising out of or in the course of the performance of its duties hereunder. The Management Firm's assumption of obligations hereunder is limited to management and maintenance as agent and does not require the Management Firm to pay from its own funds the costs and expenses which the Association undertakes.

35. Supersedence of Agreement. The applicable terms and provisions of the By-Laws and the applicable provisions of the Declaration of Condominium shall be deemed paramount to the terms and provisions of this Agreement and, where applicable, the terms and provisions of this Agreement shall be deemed amended to comply with the foregoing.

36. Separate Accounting Records. Notwithstanding any provisions to the contrary in the Agreement, the Management Firm shall maintain separate accounting records for each condominium it manages, shall keep such records according to good accounting practices, shall open such records to inspection by Unit Owners or their authorized representatives at reasonable times, and shall supply written summaries of such records at least annually to unit owners or their authorized representatives.

37. Provision of Management Services on Continuing Basis. The Management Firm shall provide all management and maintenance services detailed or contemplated herein on a continuing basis as needed from time to time or to the extent as otherwise required under this Agreement, subject, however, to the terms of Paragraph 11 hereinabove.

38. Number of Management Firm Employees. The Management Firm shall employ a minimum of 1 employee to perform and/or supervise the performance of services pursuant to this Agreement and said minimum employee may also perform and/or supervise the performance of services under similar agreements with other condominium or homeowners associations at the development commonly known as Waterlefe Golf & River Club.

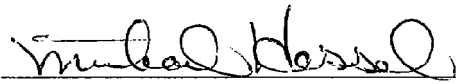
39. Relationship between Management Firm and Developer. The stock of the Developer of the Condominium, Bay Colony-Gateway, Inc., a Delaware corporation, and the Management Firm are owned in common.


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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper officer(s) as of the date and year noted below.

MANAGEMENT FIRM:
WCI COMMUNITIES PROPERTY
MANAGEMENT, INC.

ASSOCIATION:
THE SOUND AT WATERLEFE
CONDOMINIUM ASSOCIATION, INC.

By: 
Michael Hessel, Vice President

By: 
Doug Egly, President

Date of Execution: 11/28, 2006

Date of Execution: 11/30/, 2006

BRITT SURVEYING, INC.
Land Surveyors and Mappers
606 Cypress Avenue • Venice, Florida 34285
Telephone: (941) 493-1396 • Fax: (941) 484-5766
Email: bsi@brittsurveying.com

Monday, December 04, 2006

Carlton Fields, P.A.
Robert S. Freedman, Esquire
One Harbour Place
Post Office Box 3239
Tampa, Florida 33601

RE: The Sound at Waterlefe, A Condominium

Dear Mr. Freedman,

Please accept this letter as documentation for your needs. The cost for the preparation of the final condominium plat will not exceed \$1,500.00 for the above referenced project.

Sincerely,



Randall E. Britt
President
Britt Surveying, Inc.