

Return to:
THIS INSTRUMENT PREPARED BY:
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P.O. Box 1238, Sarasota, FL 33578

DECLARATION OF CONDOMINIUM

513269

OF

CURRY COVE, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS: That FIRST COMMUNITIES OF SARASOTA, INC., a Florida corporation, hereinafter referred to as "DEVELOPER," does hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling ownership for CURRY COVE, A CONDOMINIUM, being the property and improvements hereinafter described, and does hereby submit and dedicate same to condominium use, pursuant to Chapter 718, Florida Statutes, known as the Condominium Act.

O.R. 178178 1389

I.

DEDICATION.

FIRST COMMUNITIES OF SARASOTA, INC., is the owner of the fee simple title to that certain property situate in the County of Sarasota, State of Florida, which property is more particularly described in Exhibit "A" attached hereto, and on which there is constructed CURRY COVE, A CONDOMINIUM, a condominium housing project containing 87 units or villas, and other appurtenant improvements. FIRST COMMUNITIES OF SARASOTA, INC. hereby submits the above described property and the improvements thereon, to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, and hereby declares the same to be a condominium to be known and identified as CURRY COVE, A CONDOMINIUM.

II.

DEFINITIONS.

For all purposes of this Declaration of Condominium, the following terms shall be the meanings stated in the Condominium Act (Section 718.103 Florida Statutes) and as set forth below, unless the context otherwise requires:

- A. APARTMENT means unit, and the terms may be used interchangeably herein, as defined by the Condominium Act; a unit includes that part of the condominium property which is subject to exclusive ownership as more fully set forth and defined herein.

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- B. UNIT OWNER or owner of a unit means the owner of a condominium parcel.
- C. ASSOCIATION means CURRY COVE CONDOMINIUM ASSOCIATION, INC.
- D. COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium as well as the portions of the condominium property not included in the units.
- E. LIMITED COMMON ELEMENTS means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, and if any such exist, they are located, described and identified in the attached Exhibit "B".
- F. COMMON EXPENSES means all expenses and assessments properly incurred by the Association for the Condominium, and shall include:
1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units, if any, to be maintained by the Association.
 2. The expenses declared common expenses by provisions of this Declaration or the Bylaws.
 3. Any valid charge against the condominium property as a whole.
 4. Charges for utility services, except such service as is metered separately to an apartment or unit.
 5. Insurance premiums on policies required of the Association by the provisions of this Declaration.
 6. Administrative costs of operating the Association.
- G. CONDOMINIUM means all of the condominium property of CURRY COVE, A CONDOMINIUM, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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- H. SINGULAR, PLURAL, GENDER. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include all genders.
- I. UTILITY SERVICES as used in the Condominium Act, and construed with reference to this condominium and as used in the Declaration and Bylaws, shall include, but not be limited to, electric power, gas, water and sewer, garbage and cable television.
- J. ASSESSMENT shall mean a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.
- K. COMMON SURPLUS means the excess of all the receipts of the Association, including but not limited to assessments, rents, profits and revenue on account of the common elements, over the amount of the common expenses.
- L. CONDOMINIUM PARCEL means an apartment, together with the undivided share of the common elements which are appurtenant to the unit.
- M. CONDOMINIUM PROPERTY means the land, leaseholds and personal property that are subjected to condominium ownership whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.

III.

DEVELOPMENT PLAN.

A survey of the land, showing the improvements located thereon, and a graphic description of the improvements and a plot plan thereof, locating the improvements thereon, the common elements, the limited common elements, and the approximate dimensions and identifying the different models are attached hereto, incorporated herein and marked Exhibit "B" (herein collectively referred to as "the plat"). The condominium units shall be known and numbered as described in said Exhibit "B"; provided, however,

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in the event this Declaration has been recorded prior to the substantial completion of all improvements, the plat attached hereto as Exhibit "B" shall so recite and upon substantial completion of construction, the Developer shall amend this Declaration and the Plat attached hereto as Exhibit "B" to include a certificate of a surveyor authorized to practice in the State of Florida, reciting that the construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location or dimensions of the common elements and of each unit can be determined from these materials. Such amendment shall not require the joinder or consent of any unit owners or holders of any liens thereon.

Completed units within each substantially completed building may be conveyed to purchasers notwithstanding that other buildings are not substantially completed, provided that all planned improvements, including but not limited to landscaping, utility services, and access to the unit and common element facilities serving such building as set forth herein are first completed and that, as to the units being conveyed, there is a certificate of a surveyor as required above, including certification that all planned improvements, including but not limited to landscaping, utility services and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed, and such certificate is appended to the instrument of conveyance conveying the particular unit, which appendage shall act as an amendment to this Declaration.

A. AMENDMENT OF PLANS.

1. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units as

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long as Developer owns the units so altered, and provided Developer obtains consent of affected institutional mortgagees. No such change shall increase the number of units nor substantially decrease the area of the common elements without amendments to this Declaration, by approval of the Association, all unit owners and affected institutional mortgagees. If the Developer shall make any changes in units so authorized, such changes shall be reflected by amendment to this Declaration. If more than one (1) unit is concerned, the Developer shall apportion between the units the shares of the common elements and expenses appurtenant to the units so concerned.

2. Amendment of Declaration. An Amendment of this Declaration reflecting such authorized alterations of unit plans or boundaries by Developer need to be signed and acknowledged by the Developer and affected institutional mortgagees, and need not be approved by the Association, unit owners or lienors or non-institutional mortgagees of units or of the condominium, whether or not elsewhere required for an amendment.

B. EASEMENTS are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided however, such easements through a unit shall be only according to the plans and specifications for the particular unit, unless approved in writing by the unit owner.

C. IMPROVEMENTS - GENERAL DESCRIPTION.

1. Unit structures. The condominium includes forty-three (43) duplex structures or units and one (1) detached structure or unit.

2. Other Improvements. The condominium property includes landscaping, lawns, swimming pool and other facilities.

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- D. UNIT BOUNDARIES. Each unit, which term as used in this subparagraph concerning boundaries, shall include the space and those improvements lying within the vertical and horizontal boundaries as established by the condominium plat as set forth in Exhibit "B," which, by way of illustration and clarification, shall be as follows:
1. Roofs are within the boundaries of a unit and therefore are a part of the unit, and are not common elements.
 2. Exterior doors and windows are declared to be within the boundaries of a unit and are, therefore, a part of the unit, and are not common elements.
 3. Air conditioning units, including compressors, air handling units and air ducts are within the boundaries of a unit, and are, therefore, a part of the unit, and are not common elements.
 4. Air space surrounding a unit and being located within the boundaries of a unit, as set forth on the attached Exhibit "B," shall likewise, be considered part of a unit and not a common element; however, all air space not within the boundaries of a unit, lying within and over the boundaries of the condominium property extended vertically, ad infinitum, is hereby declared to be a common element.
 5. Party Walls. Units which are joined to other units by virtue of a party wall, shall include as a part of the unit, to the centerline of the party wall.
 6. Carports/Garages are within the boundaries of a unit and therefore are a part of the unit, and are not common elements .
- E. COMMON ELEMENTS. There shall be appurtenant to each of the units, equal ownership of the common elements. The common elements include the land and all other parts of the condominium property not within a unit, unless otherwise provided herein.

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1. Automobile parking spaces. Immediately in front of each unit there shall be assigned a driveway to that particular unit, and said driveway shall be for the exclusive use of the particular unit owner and said driveways are declared to be limited common elements, and shall be so indicated on Exhibit "B"; however, in the event driveways or parking areas are not assigned to particular units, but are merely made available for the unit owners on an unassigned basis, then said areas are hereby declared to be common elements.

2. Easements as may be necessary through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to more than one unit or to the common elements, are hereby declared to be common elements.

3. Utility services. The property and installations in connection therewith, acquired for the furnishing of services to more than one unit or to the common elements, are hereby declared to be common elements.

IV.

PERCENTAGE OF COMMON ELEMENTS AND COMMON EXPENSES.

The percentage of ownership and the undivided shares of the respective condominium units in the common elements, and the manner of sharing expenses and owning common surplus, shall be divided equally among the unit owners with each unit owner owning and sharing an undivided 1/87th interest therein; provided, however, all units owned by the Developer and offered for sale are excused from the payment of the share of the common expenses and assessments related thereto for the period commencing on the date of recordation hereof and ending December 31, 1987, or upon the turnover of control of the Association to unit owners, if earlier. During this period of time, the Developer guarantees each owner that the assessment for common expenses of the condominium property imposed upon the unit owners will not increase over the sum of \$45.04 per month, and Developer hereby obligates

itself to pay any amount of the common expenses incurred during that period and not produced by the Assessments at the guaranteed level receivable from other unit owners.

PAYMENT. Common expenses shall include expenses of operation, maintenance, repair or replacement of the common elements, costs of carrying out the power and the duties of the Association, and any other expenses designated as common expenses by this Declaration, the Bylaws, or Chapter 718 Florida Statutes.

Funds for the payment of the common expenses shall be assessed against unit owners in the proportions of sharing common expenses as provided in this Declaration. The common surplus shall be owned by unit owners in the shares as provided by this Declaration.

V.

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

A. By the Association. The responsibility of the Association shall be as follows:

- (1) To maintain, repair and replace all exterior portions of the unit, including, but not limited to, all exterior doors, walls and roofs, and the Association may assess each unit for the cost of maintenance or may include same in the budget of the Association and thereby allocate the cost to all unit owners.
- (2) To maintain, repair and replace all common and limited common elements; except, (i) the driveway that is assigned to a particular unit, pursuant to Article III, subparagraph E.(1), and (ii) the enclosed portion of land area lying directly behind a unit which shall be maintained by the unit owner having the exclusive use thereof, pursuant to Article X, subparagraph (s). Any unenclosed portions of land shall be the responsibility of the Association.
- (3) To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the

portions of a unit maintained by the Association and all such facilities contained within a unit that services part or parts of the condominium property other than the unit within which contained.

- (4) The Association, its agents or employees, shall have the irrevocable right to have access to each unit from time to time at reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements, or to other units, and for the purpose of carrying out the provisions referred to in subparagraphs 1, 2 and 3 hereof.

B. By the Unit Owner. The responsibility of the unit owner shall be as follows:

- (1) To maintain, repair and replace at his own expense, all portions of his unit, except the portions which are the responsibility of the Association; such to be done without disturbing the rights of other unit owners.
- (2) To maintain any enclosed portions of land lying directly behind his unit, and to maintain, repair and replace the structure enclosing such land, pursuant to Article X, subparagraph (s).
- (3) To maintain the driveway that is assigned to a particular unit and having the exclusive use thereof.
- (4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of a unit.
- (5) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- (6) Not to make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof to make any additions thereto, or to

do any work which would jeopardize the safety or soundness of the unit, or impair any easement.

C. Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity or law to seek compliance with the foregoing provisions, and shall be entitled to recover damages, court costs and reasonable attorneys' fees.

VI.

ASSESSMENTS.

The making and collection of assessments against unit owners for the common expenses shall be pursuant to the Bylaws and this Declaration and subject to the following provisions:

A. SHARE OF COMMON EXPENSES. Each unit owner shall share in the common expenses and in the common surplus equally, except as provided in Paragraph IV hereof, pertaining to units owned by the Developer.

B. INTEREST, APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be first credited to interest and then to the assessment payments first due.

C. LIEN FOR ASSESSMENTS. The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(4) Florida Statutes. The foreclosure of the lien for assessments shall be foreclosed in the

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same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association.

1. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element, or the abandonment of the unit for which the assessment is made.

2. In a sale or conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such sale or conveyance.

VII.

ASSOCIATION.

The operation of the condominium shall be by CURRY COVE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the Laws of Florida, a copy of the Articles of Incorporation of the Association being attached hereto as Exhibit "C."

-  A. POWERS. No unit owner, except an officer of the Association shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and Bylaws, which are referred to herein and attached hereto, this Declaration, and Chapter 718, Florida Statutes, and in addition thereto, the Association shall have the power to make and collect assessments and to lease, maintain, repair and replace the common elements and prescribe such house rules as it shall, from time to time, consider essential.
- B. LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain replace and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage (other than the cost of maintenance, replacement and repair) caused by a latent condition of the property to

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be maintained, replaced and repaired by the Association, or caused by the elements or other owners or persons.

VIII.

INSURANCE.

- O.R. 1781 PG 1400
- A. AUTHORITY TO PURCHASE. All insurance policies upon the condominium property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of unit owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificate of mortgage endorsements to the holders of first mortgages on the units or any of them, and if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against unit owners, the Association, and their respective servants, agents and guests.
- B. UNIT OWNERS. Each unit owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in subparagraph A above (if the same is available).
- C. COVERAGE.
1. Casualty. The structures and all improvements upon the land all personal property included within the condominium property, except such personal property as may be owned by the unit owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. All hazard policies issued to protect condominium buildings shall provide that the word "building," wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual

units initially installed in accordance with the original plans and specifications. However, the word "building" does not include floor coverings, wall coverings, or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy. Such coverage shall afford protection against:

- (a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement.
- (b) Such other risks, as from time to time become customary, shall be covered with respect to structures similar in construction, location and use, including, but not limited to vandalism, malicious mischief, windstorm and water damage.

2. Public Liability. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee and agent coverage.

3. Cross Liability Endorsements. All liability insurance shall contain cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

D. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expense.

E. PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds for the benefit of the Association, the unit owners and their respective mortgagees, in the following shares:

C.R. 1791 PG 1401

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1. Common Elements. Proceeds on account of damage to common elements - that undivided share for each unit owner and his mortgagee, if any, which is set forth as the unit owner's share as stated in this Declaration.
2. Units. Proceeds on account of units shall be held in the following undivided shares:
 - (a) Partial destruction when the unit is to be restored - for the owners of damaged units in proportion to the costs of repairing the damage suffered by each damaged unit.
 - (b) Total destruction of a unit, or where the unit is not to be restored - for all unit owners, the share of each being that share equal to an amount which the last annual valuation of each unit in accordance with subparagraph C-1 hereof, bears to the total valuation of all such units.
3. Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held for the mortgagee and the unit owner as their interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.
4. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial unit owners in the following manner:
 1. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial unit owners; all remittance to unit owners

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and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it.

2. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be distributed to the beneficial unit owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it.

IX.

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE.

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

1. Partial Destruction (which shall be deemed to mean destruction which does not render one-half (1/2) or more of the units untenable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair.
2. Total Destruction (which shall be deemed to mean destruction which does render one-half (1/2) or more of the units untenable) shall be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, seventy-five percent (75%) of the unit owners vote against such reconstruction or repair. Should seventy-five percent (75%) of the unit owners vote against such reconstruction or

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repair, this Declaration and the Condominium form of ownership created hereunder shall terminate.

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

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

5. Damage to One Unit. If the damage is only to those parts of one (1) unit for which the responsibility of replacement or repair is that of the unit owner, then the unit owner shall be responsible for supervising reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association as follows:

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

7. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), assessments shall

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be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If, at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

B. INSURANCE ADJUSTMENTS. Each unit owner shall be deemed to have delegated to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one (1) unit.

X.

USE RESTRICTIONS.

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

- ~~(a)~~ (a) All condominium units shall be and remain of like exterior design, shape, color and appearance as other condominium units of the same class or type. No owner shall alter or modify the size, shape, color or ~~structure of any exterior surface of his unit, including entrance doors, windows, shutters, screens, or carports, nor improve, plant, replant or replace any trees, bushes or sod, or remove fill dirt, without obtaining prior written consent of the Association.~~
- (b) Occupants of condominium units shall not suffer, permit or maintain in their premises loud noises, obnoxious odors, nor interfere with the rights of other unit owners, or annoy them by unreasonable noises.
- (c) Each condominium shall be used exclusively as a residential dwelling, and no business or trade shall be permitted to be conducted thereon or therein.
- (d) No animals of any kind shall be raised, bred, or kept in the Common Elements. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' notice from the Association to the Owner of the Unit containing the pet. Each unit is permitted to have one (1) dog and/or one (1) domestic house cat, however, no pet shall exceed thirty (30) pounds. Exceptions will be made in the case of a handicapped owner, with proof from a physician, who has a seeing eye dog or a "hearing" dog. Any pet shall be promptly removed from the Condominium if required by the Association.
- (e) The occupants and owners of each unit shall keep and obey all laws, ordinances, regulations, requirements and

rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such unit, and shall promptly pay each unit's share of all common expenses.

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- (f) No condominium parcel or unit shall be divided or subdivided or severed from the realty, and no structural alterations or changes shall be made within said unit without prior approval of the Board of Directors of the Association.
 - (g) Each unit owner, lessee or occupant, shall maintain at all times in good condition and repair the portions of the unit that are the responsibility of the unit owner, including but not limited to, interior walls, floors, ceilings, water, electric and plumbing systems and parts and components thereof, sanitary facilities, fixtures, equipment and lamps, provided, however, the Association shall, on behalf of all unit owners, be responsible for painting and/or cleaning of the exterior walls and roof surfaces. The phrase "electric system" in this paragraph shall be construed as referring to those items of electrical conduits, wire, switches, fixtures and equipment located within the unit or on the unit side of the electric meter servicing said unit, but not including the meter itself. The phrase "plumbing system" in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the unit or in the unit itself.
 - (h) Unit owners may rent their respective units, with the following limitations:
 - (1) Unit owners may not rent their units more than three (3) times a year, with a minimum rental period of one (1) month.
 - (2) No pets are permitted in units being rented.
 - (3) Prior to the commencement of any allowable rental period, the unit owners renting their unit shall provide the Secretary of the Association with the name and address of the prospective lessee(s). The Association shall have the right to review a prospective lessee(s) and to inform all tenants of the rules and regulations of the Condominium.
 - (i) No lighting fixtures, wires, antennas of any type, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for the structures that form a part of the original structure.
 - (j) No wire, clothes lines, hangers or drying facilities, nor any garbage or refuse receptacles shall be permitted or maintained on the exterior of any unit, or in or on any part of the common elements, except by the Association. Unit owner's trash containers must be kept in each unit's storage area. No clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.
 - (k) No unit shall be the subject to partition in kind, and all unit owners do, by their acceptance of a conveyance of such unit, waive any right to a partition in kind.
 - (l) No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with the television reception in other units.

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- (m) No unit owner shall permit or suffer anything to be done or kept in his unit which will increase insurance rates on his unit or on the common property.
- (n) No unit owner shall commit or permit any nuisance, immoral or illegal act in his unit, or in or on the common elements.
- (o) No signs of any type shall be maintained, kept or permitted on any part of the common elements, or in or on any unit where the same may be viewed from the common elements, except for those signs specifically approved in writing by the Association.
- (p) All guests of the Owner shall comply with all of the "use restrictions" in Paragraph X hereof, and with all rules and regulations hereinafter promulgated by the Association. Any guest who persistently violates these restrictions, house rules and use regulations may, at the direction of the Association, be required to leave the condominium property and the owner of such unit being occupied by such guest shall be held responsible for any damage to the common elements committed by such guest, and shall see that such guest complies with such rules and regulations. In no event shall ~~any two (2)~~ bedroom unit be occupied on a regular basis by ~~more than four (4)~~ persons, including unit owners and their guests.
- (q) ~~Boats and canoes are prohibited from being parked on any driveway, or on the Common Elements or Limited Common Elements, except as may be provided for by the Developer. Trailers, motor homes, pickup trucks, trucks, vans with commercial language on the exterior or any van with commercial advertising on the exterior or dilapidated or junked vehicles are prohibited from being parked on any driveway, or on any portion of the Common Elements or Limited Common Elements. Parking on the street or any grassy or landscaped area is also prohibited. There shall be no more than two (2) motor vehicles per Unit. Motorcycles are permitted, provided they are used for ingress and egress only and are kept in proper working order, including but not limited to keeping noise as to not disturb other unit owners. Mechanical repair and/or mechanical maintenance of vehicles upon the Common or Limited Common Elements is prohibited.~~
- (r) Enclosure of a carport is not permitted.
- (s) No personal property shall be placed upon any portion of the common element land lying directly behind a unit, for a period of more than twenty-four (24) hours. Any unit owner desiring to keep personal items such as swing sets, lawn furniture, portable barbeques, or other items of a non-permanent nature, may, after obtaining written approval from the Board of Directors, enclose an area, to accommodate such items, directly behind their unit, not to extend more than sixteen (16) feet in depth from the exterior rear wall of the unit, not to exceed five (5) feet in height, and the width not to extend beyond the extensions of the common center wall and the side wall of the unit. The depth of such enclosure shall be limited by available space. All plans, specifications and building materials for the fence must be approved by the Board of Directors, and must be of the same color as the exterior wall of the unit; approval will be conditional upon the unit owner accepting responsibility for the upkeep of the land lying inside the fence. Once said fence is constructed, the unit owner shall be responsible for the maintenance, repair and replacement of the

SEE NEXT PAGE

enclosure and the care and maintenance of the land lying within same. In order to prevent encroachment on Nature Preserve areas, Units 58 through 81, inclusive, and Units 84 through 87, inclusive, will not be permitted to enclose any portion of the common element land as described above.

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- (t) Unit owners are permitted to have the windows of their unit tinted with the dark-type window tinting; however, no mirrored-type tinting is permitted.
- (u) All children under the age of twelve (12) years must be accompanied by an adult to any recreational area at any time; all children between the ages of twelve (12) and eighteen (18) must be accompanied by an adult to any recreational area after dusk.
- (v) The occupants of units shall abide by all Bylaws and all Rules and Regulations promulgated by the Association concerning occupancy and use of the condominium units, and common elements and areas.
- (w) Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws; a copy of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium, upon request.

Should any of the foregoing restrictions or any other provision of this Declaration or the Bylaws be violated, any unit owner or the Association acting on behalf of the unit owners, as a class, shall have the right to institute suit in any court of competent jurisdiction to enjoin further violations and to obtain money damages for past violations, and the prevailing party shall be entitled to court costs and reasonable attorney's fees for enforcing this Declaration and/or Bylaws.

XI.

EASEMENTS.

Owners of units shall have as an appurtenance thereto a perpetual easement of ingress and egress to and from their units over the common elements; all condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the structures or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

XII.

VOTING RIGHTS.

Each condominium unit shall be entitled to one (1) vote at meetings of the Association. In the event of joint ownership of a

condominium unit, the vote to which that unit is entitled, shall be exercised by one (1) of such joint owners by written agreement of the remainder of joint owners.

XIII.

RIGHTS OF THE DEVELOPER.

As long as the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (1) Assessment of the Developer as a unit owner for capital improvements; (2) Any action by the Association that would be detrimental to the sale of units by the Developer. Neither the unit owners or the Association shall interfere with the completion of the contemplated improvements and the sale of units, and Developer may make such use of the unsold units and common elements as may facilitate such completion and sale.

The Developer hereby reserves unto itself, its successors and assigns, the right and authority to appoint the members of the Board of Directors of the Association provided, however: (1) when unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by an Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association; (2) unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association (i) three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, (ii) three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, (iii) when all the units that will be operated ultimately by the Association have been completed and some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

O.K. 1701 PG 1409

The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units to be operated by the Association.

XIV.

RIGHTS OF FIRST MORTGAGERS.

A. Notwithstanding any provisions of this Declaration, the written consent of the institutional mortgagees (federal and state savings and loan association, banks or insurance companies) holding first mortgages upon any of the units, or upon the Condominium, shall be first obtained prior to:

1. The reconstruction of the unit or condominium improvements after substantial destruction thereof.
2. The subdivision of any unit.
3. Any changes in the percentage of ownership of the common elements or common surplus.
4. Any changes in the percentage of participation in the common expenses or common surplus.
5. Termination of the condominium hereby created.

B. Where the Mortgagee of a first mortgage of record or other Purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of a first mortgage or of a deed given in lieu of foreclosure, such acquirer of title, his successors or assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage.

Such unpaid share of the common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors or assigns.

A first mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu thereof, may not,

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during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

XV.

AMENDMENTS OF DECLARATION.

This Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of the unit owners, except that an affirmative vote of one hundred percent (100%) of the unit owners shall be required to amend the percentages of the common elements, common expenses and the common surplus as provided herein. The consent of holders of liens on any portion of the condominium property or units shall not be required to modify or amend as aforesaid, except as required by Paragraph III-A, subparagraphs 1 and 2, and Paragraph XIV, subparagraph A.

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

Notwithstanding the foregoing, the Developer reserves the right to amend the Declaration and any Exhibits hereto so as to correct any errors or omissions, to make changes requested by any lender or governmental authority and not affecting the rights of Unit Owners or Mortgages, to change the interior design and arrangement of Units and to alter their boundaries so long as the Developer owns the Units so altered, and so otherwise permitted elsewhere herein. In addition, the Developer reserves the right to amend this Declaration and any Exhibits hereto in any manner whatsoever, so long as said amendment or amendments are not materially adverse to the Unit Owners. Such amendment need be executed and acknowledged only by the Developer and need not be

O.R. 1781 PG 1411

approved by the Association, Unit Owners or Mortgages, whether or not such approval is elsewhere required for amendments, and shall be effective when recorded as aforesaid.

XVI.

BYLAWS.

The operation of the condominium property shall be governed by CURRY COVE CONDOMINIUM ASSOCIATION, INC., a copy of the Bylaws being attached hereto and made a part hereof as Exhibit "D." No modification or amendment of the Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to the Declaration in accordance with the formality set forth in Paragraph XV hereof.

XVII.

MEMBERSHIP IN ASSOCIATION.

CURRY COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, was chartered to perform all managerial acts necessary for the perpetual existence of the condominium, and to levy and enforce the collection of assessments necessary to perform said managerial acts; therefore, all unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own a unit.

XVIII.

REMEDIES FOR VIOLATIONS.

Each unit owner shall be governed by, and conform with the Declaration and Bylaws attached hereto, and all rules and regulations subsequently adopted by the Association. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. In the event a judicial remedy is sought by the Association or any unit owner, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

XIX.

SALE, RENTAL, LEASE OR TRANSFER.

A. NOTICE. Prior to the sale, rental, lease or transfer of any unit to any person other than transferor's spouse, the unit

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O.L. 1781 PM 1413

owner shall notify the Board of Directors of the Association in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors. Within ten (10) days, the Board of Directors shall either approve or disapprove the proposed sale, rental, lease or transfer in writing, and shall notify the owner of its decision.

The Association may charge, and the unit owner shall pay, a fee of \$50.00 in connection with the review of such transfer, lease, sale or rental.

Further limitations on rentals/leases are outlined in Article X (h) of this Declaration.

B. REFUSAL TO ACT. In the event the Board of Directors fails to act, or disapproves of the proposed transaction, and if the unit owner still desires to proceed with the sale, rental, lease or transfer, he shall, at least fifteen (15) days prior to such sale, rental, lease or transfer, give written notice to the Secretary of the Association of his intention to sell, rent, lease or transfer on a certain date, and the bona fide price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-members to purchase or lease on the terms and conditions contained in the Notice, provided they so notify the Secretary of the Association in writing, at least ten (10) days before the date of the intended transaction, which information the Association shall promptly forward to the Owner. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the transaction with whichever accepting member he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the transaction on the date and at the price and terms given in his notice. If he fails to comply with the terms hereof, any other member shall have the right to redeem from the purchaser or lessee, subject to

his reimbursing the purchaser or lessee for any monies expended, and immediately after such reimbursement, the purchaser or lessee shall convey all his right, title and interest to the member making the redemption.

C. INSTITUTIONAL MORTGAGES. Purchasers at foreclosure sales and institutional mortgagees acquiring title to any unit, either by foreclosure or voluntary conveyance to avoid foreclosure, shall be exempt from the provisions of Paragraphs A and B above.

XX.

TERMINATION OF CONDOMINIUM.

If all unit owners and the holders of all liens affecting any of the condominium parcels, execute and duly record an instrument terminating the condominium property, said property shall be deemed to be thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

XXI.

INTERPRETATION.

The provisions of this Declaration shall be liberally construed to effect the purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and providing for the same.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, and its corporate seal affixed, this the 8th day of July, 1985.

DEVELOPER:

FIRST COMMUNITIES OF SARASOTA, INC.
a Florida corporation

WITNESSES:

Charles M. King
Lawrence M. Frederick

By Perri L. King
PERRI L. KING, President

(Corporate Seal)

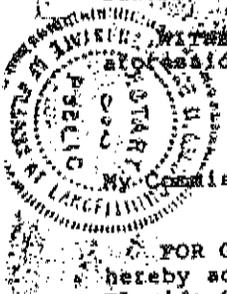
1415

STATE OF FLORIDA)
COUNTY OF SARASOTA)

BEFORE ME, the undersigned authority, personally appeared JERRI L. KING, to me well known to be the person described in and who executed the foregoing Declaration of Condominium as President of FIRST COMMUNITIES OF SARASOTA, INC., a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation and that the Seal affixed thereto is the corporate Seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and Official Seal, at the State and County of Sarasota, this 8th day of July, 1985.

Lance M. Goldschmidt
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JUNE 9, 1986
BLOOD TITRE GENERAL 185-400

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, CURRY COVE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration of Condominium and all Exhibits attached hereto, and Amendments hereof.

IN WITNESS WHEREOF, the above described corporation, a Florida Corporation Not For Profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, attested by its Secretary, this 8th day of July, 1985.

Signed, sealed and delivered in the presence of:

CURRY COVE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit

Lance M. King

BY Jerry L. King
JERRY L. KING, President

Lance M. Goldschmidt

Attest: William J. Reber (SEAL)
Secretary

STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, personally appeared JERRI L. KING and William J. Reber, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of CURRY COVE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, and they acknowledged before me that they executed such instrument as such Officers of said corporation and that the Seal affixed thereto is the Corporate Seal of said corporation.

WITNESS my hand and Official Seal at said County and State, this 8th day of July, 1985.

Lance M. Goldschmidt
Notary Public

My Commission expires:

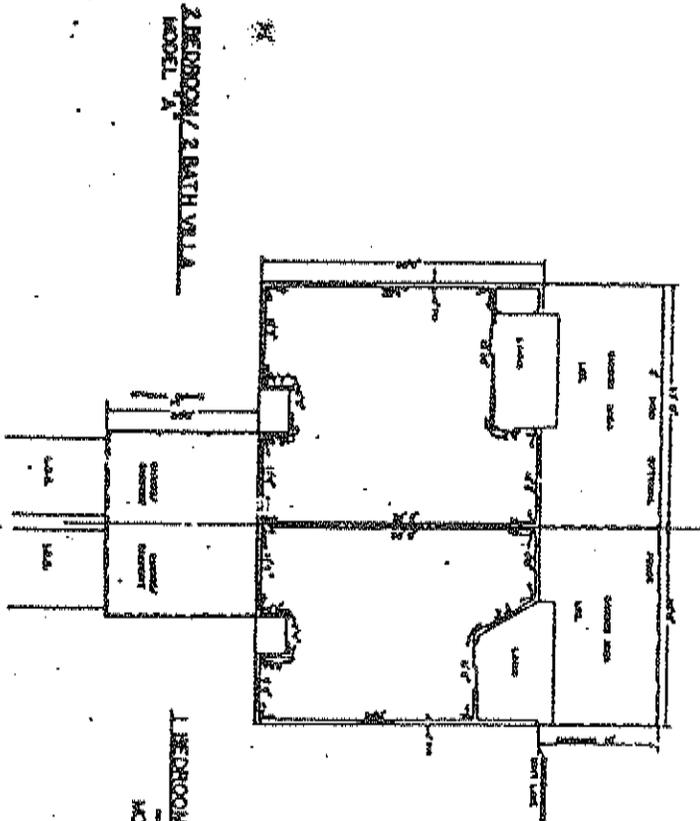
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JUNE 9, 1986
BLOOD TITRE GENERAL 185-400

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

SEC. 5, TWP. 39, RGE. 19E

CURRY COVE, A CONDOMINIUM

SARASOTA COUNTY, FLORIDA



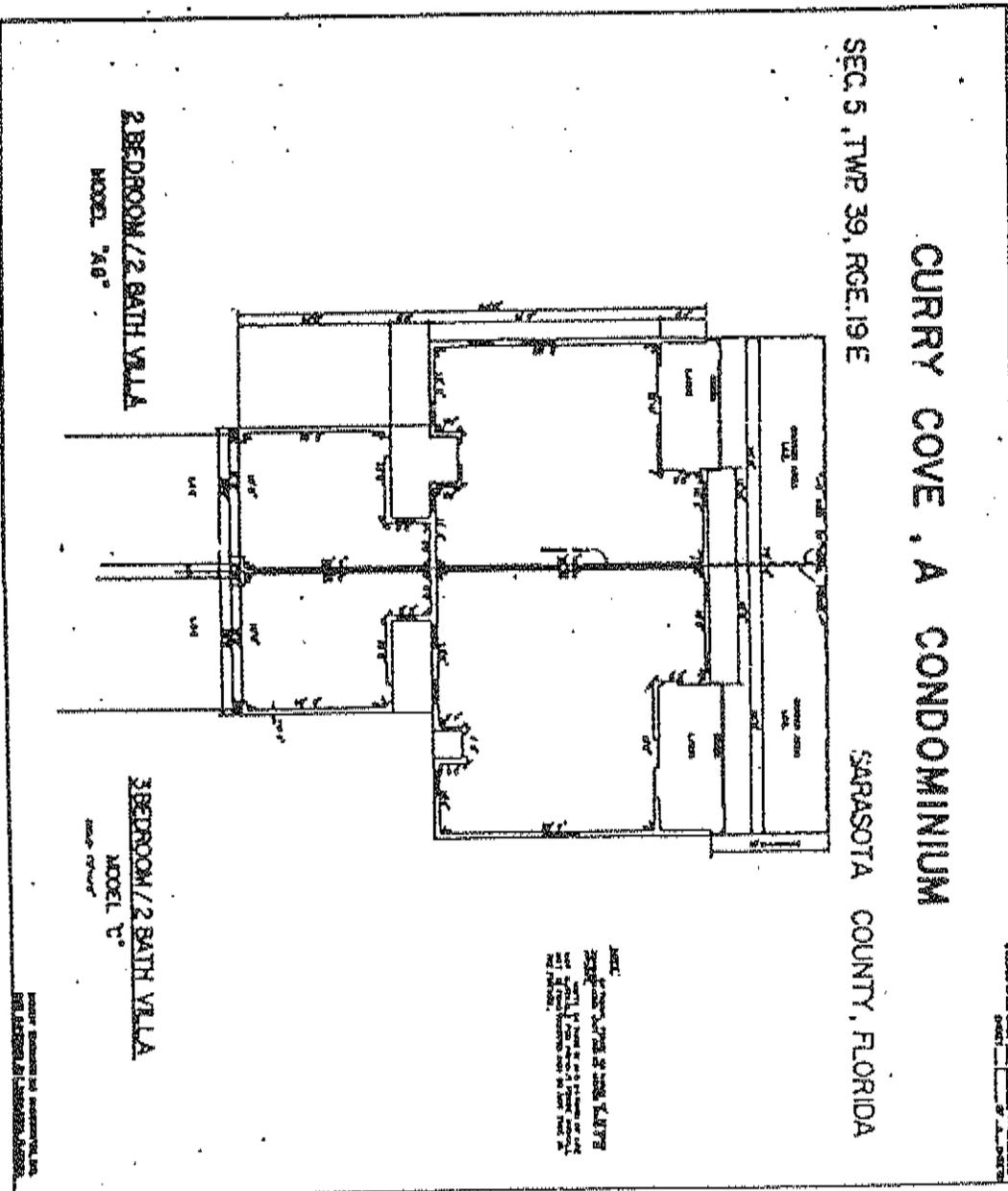
NOTE:
STAIRS, HALLS, ELEVATORS, ETC. ARE SHOWN FOR INFORMATION ONLY AND ARE NOT PART OF THE UNIT. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT AND IS NOT TO BE USED FOR COMMERCIAL PURPOSES.

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THIS DOCUMENT IS A REPRODUCTION OF THE ORIGINAL RECORD AND IS NOT TO BE USED AS A SUBSTITUTE FOR THE ORIGINAL RECORD.

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

O.R. 1791 PG 1419



CURRY COVE, A CONDOMINIUM

SEC. 5, TWP. 39, RGE. 19 E

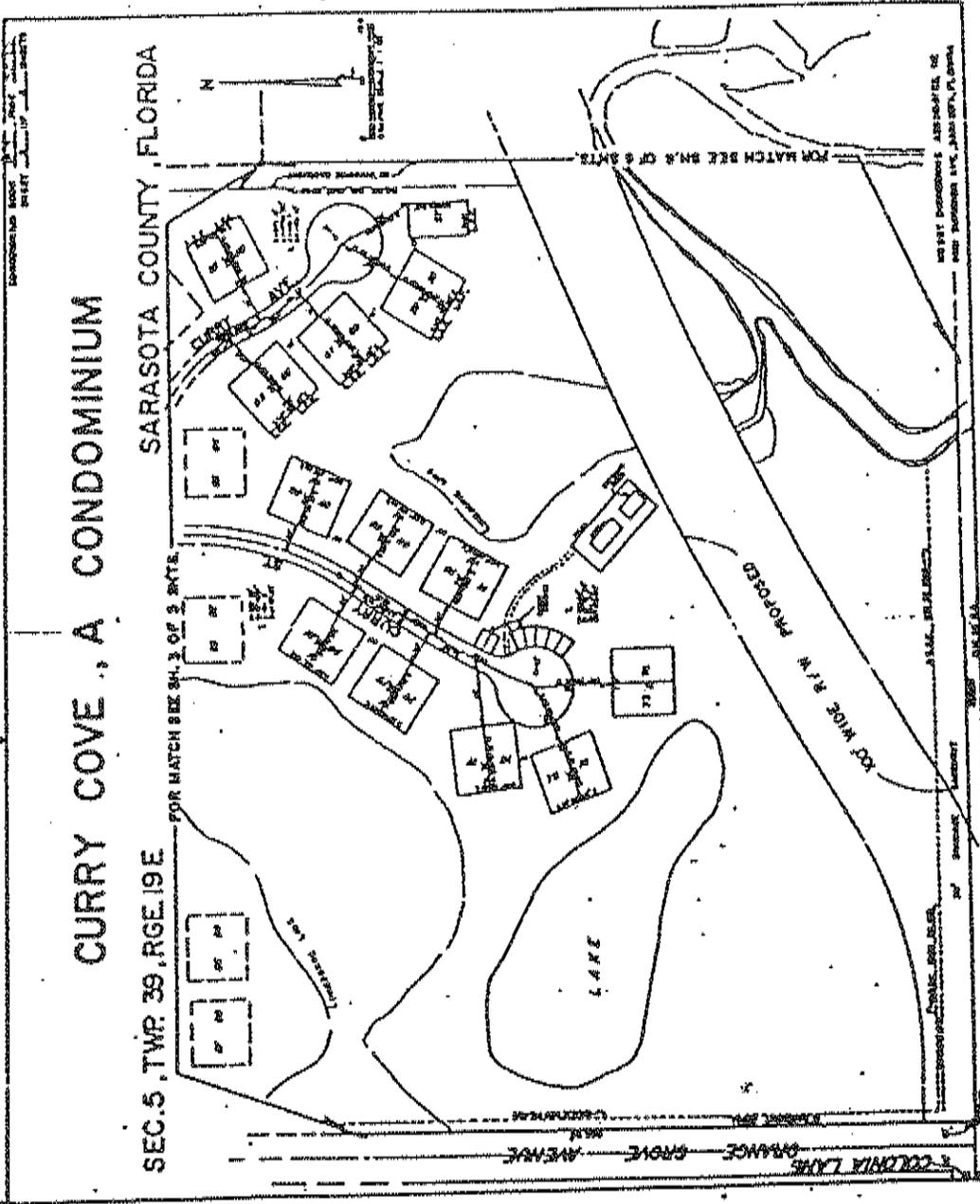
SARASOTA COUNTY, FLORIDA

2 BEDROOM / 2 BATH VILLA
MODEL 'A'

3 BEDROOM / 2 BATH VILLA
MODEL 'C'

NOTES
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WALLS ARE 1/2\"

CONDOMINIUM UNIT
UNIT NO. 1419



CURRY COVE, A CONDOMINIUM

SEC. 5, TWP. 39, RGE. 19E

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

O.R. 1791 PA 1421

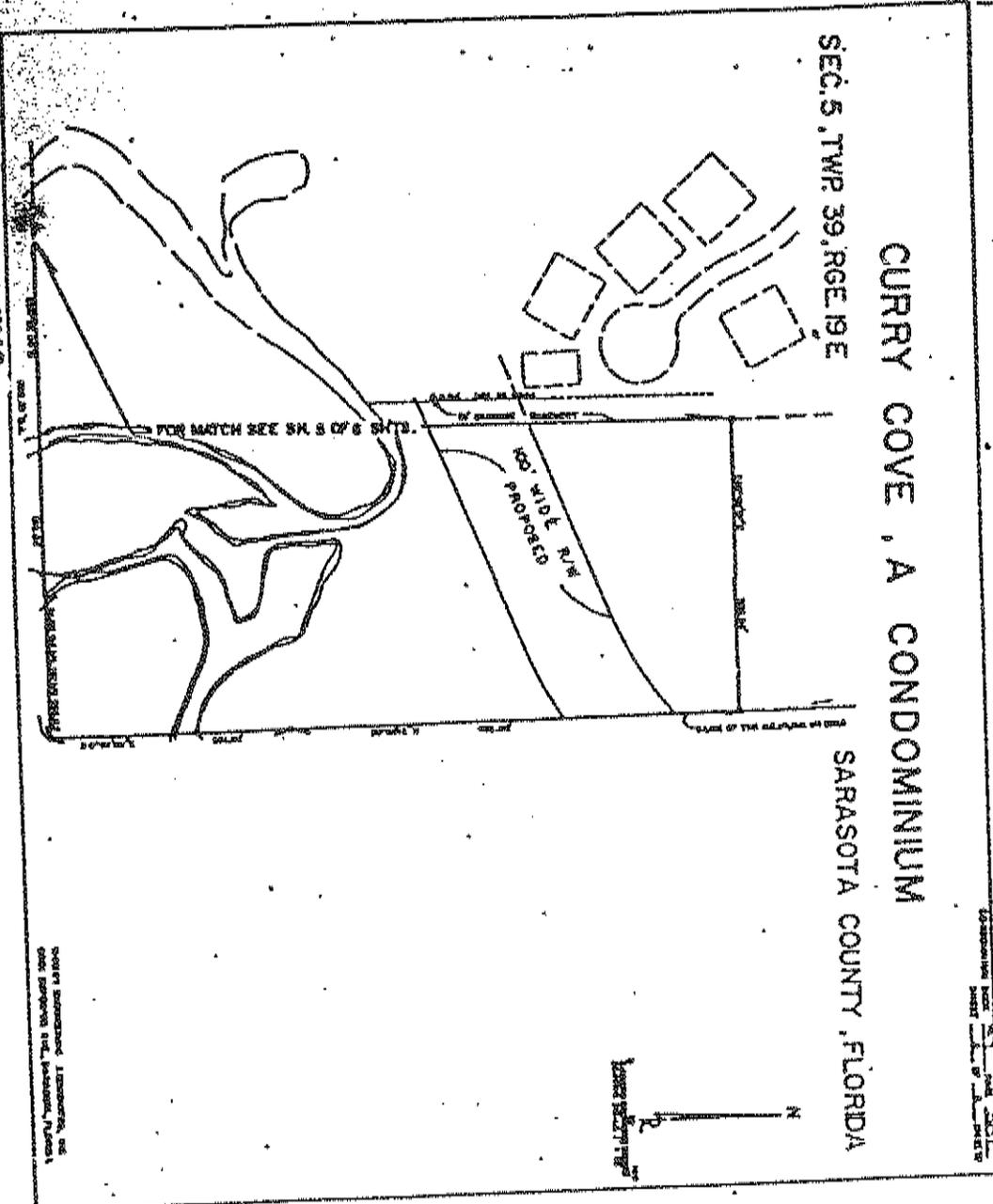
RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

O.R. 1791 PA 1422

SEC. 5, TWP 39, RGE 19 E

CURRY COVE, A CONDOMINIUM

SARASOTA COUNTY, FLORIDA



NOT TO SCALE
DATE: 10/15/00
BY: [Signature]

SCALE: 1" = 100'
DATE: 10/15/00
BY: [Signature]

State of Florida



Department of State

O.R. 1791 PG 1423

I certify that the attached is a true and correct copy of the Articles of Incorporation of CURRY COVE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 22, 1985, as shown by the records of this office.

The charter number of this corporation is N08844.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
23rd day of April, 1985.



CEH 101

George Firestone
Secretary of State

EXHIBIT "C"

NO 88

ARTICLES OF INCORPORATION
OF
CURRY COVE CONDOMINIUM ASSOCIATION, INC.

O.R. 1781 PG 1424

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

ARTICLE I.

Name

The name of the Corporation shall be CURRY COVE CONDOMINIUM ASSOCIATION, INC., and for convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II.

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, the Condominium Act, Section 718.111, for the operation of CURRY COVE, A CONDOMINIUM, located upon the following lands in Sarasota County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

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

ARTICLE III.

Powers

The powers of the Association shall include and be governed by the following provisions:

(A) The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

(B) The Association shall have all the powers and duties set forth in the Condominium Act and those set forth in the Declaration and Bylaws if not inconsistent with the Condominium Act, as it may be amended from time to time, including, but not limited to, the following:

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(1) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) The maintenance, repair, replacement and operation of the condominium property.

(4) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

(5) The reconstruction of improvements after casualty, and the further improvement of the property.

(6) To make and amend reasonable regulations respecting the use of the property in the condominium; provided however, that all such regulations and their amendments shall be approved by not less than sixty (60%) percent of the votes of the unit owners of a particular condominium before such shall become effective.

(7) To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the Bylaws.

(8) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association, and the regulations for the use of the property of the condominium.

(9) 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, 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 and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not

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limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

(10) To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.

(11) To employ personnel to perform the services required for proper operation of the condominium.

(12) To purchase any land or recreation lease upon the approval of two-thirds (2/3) of the unit owners of each condominium.

(C) The Association shall not have the power to purchase a unit of the condominium, except at sales in foreclosure of liens for assessments for common expenses, at which sales, the Association shall bid no more than the amount secured by its lien.

(D) All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws.

(E) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV.

Members

The members of the Association shall consist of all of the record owners of units in the condominium and the record owners of units in such other condominiums managed by the Association; and after termination of the condominium shall consist of those who are members at the time of such termination, their successors and assigns.

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a Deed or other instrument

establishing a record title to a unit in the condominium, and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.

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

The owner of each unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a unit, and the manner of exercising voting rights, shall be determined by the Bylaws of the Association.

ARTICLE V.

Directors

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

Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the Bylaws.

Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

The first election of Directors shall not occur except in accordance with the following provisions:

(1) When unit owners other than the Developer own fifteen percent (15%) or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association.

(2) Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

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O.R. 1781 PB 1428

(a) Three years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after ninety percent (90%) of the units that will be operated ultimately by the Association 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; or

(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, whichever occurs first.

The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units to be operated by the Association.

The Directors named in these Articles shall serve until the first election of Directors, in accordance with the foregoing, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

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

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
JERRI L. KING	5700 Bee Ridge Road Sarasota, Florida 33583
GLENN R. BELL	5700 Bee Ridge Road Sarasota, Florida 33583
WILLIAM J. ROCHE	5700 Bee Ridge Road Sarasota, Florida 33583

ARTICLE VI.

Officers

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be

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electd by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors, are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>POST OFFICE ADDRESS</u>
JERRI L. KING	President	5700 Bee Ridge Road Sarasota, Florida 33583
GLENN R. BELL	Vice-President	5700 Bee Ridge Road Sarasota, Florida 33583
WILLIAM J. ROCHE	Secretary/Treasurer	5700 Bee Ridge Road Sarasota, Florida 33583

ARTICLE VII.

Indemnification

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that a settlement of the indemnification shall apply only when the Board of Directors approves such settlement, and reimbursement as being for the best interests of the Association.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII.

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws, which requires a 2/3 vote of the membership.

ARTICLE IX.

Amendments

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

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

A Resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at, or prior to, the meeting; except as elsewhere provided. Such approvals must be:

(a) by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

(b) by not less than eighty percent (80%) of the votes of the entire membership of the Association.

Provided, however, that no amendment shall make any changes in the qualifications for membership, nor the voting rights of members, nor any change in Section (C) of Article III, without approval in writing of all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

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

ARTICLE X.

Term

The term of the Association shall be perpetual.

D.R. 1781 PB 1430

ARTICLE XI.

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation, are as follows:

C.R. 1781 PB 1431

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
JERRI L. KING	5700 Bee Ridge Road Sarasota, Florida 33583
GLENN R. BELL	5700 Bee Ridge Road Sarasota, Florida 33583
WILLIAM J. ROCHE	5700 Bee Ridge Road Sarasota, Florida 33583

IN WITNESS WHEREOF, the subscribers have affixed their signatures this the 10 day of April, 1985.

Jerry L. King (SEAL)
JERRI L. KING

Glenn R. Bell (SEAL)
GLENN R. BELL

William J. Roche (SEAL)
WILLIAM J. ROCHE

STATE OF FLORIDA)
COUNTY OF SARASOTA)

BEFORE ME, the undersigned authority, personally appeared JERRI L. KING, GLENN R. BELL, and WILLIAM J. ROCHE after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this the 10 day of April, 1985.

Patricia Ann Martin
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 2 1985
DONALD JOHN CUMMINS, JR., CHAIRMAN

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 S, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 5, thence along the North line of said Section 5, West (on assumed bearing) 302.75 feet; thence South 0°02'25" West, 35 feet to the point of beginning; thence continue South 0°02'25" West, 549.93 feet; thence South 89°40'07" East, 303.54 feet to the intersection with the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 5; thence along said East line, South 0°00'12" West, 482.03 feet; thence continue along the said East line, South 0°01'06" East, 251.94 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 5; thence along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 5, South 89°52'34" West, 1312.99 feet to the intersection with the East Right-of-Way line of Orange Grove Avenue, said Right-of-Way line being 25 feet East of and parallel with the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 5; thence along the east Right-of-Way line of Orange Grove Avenue, North 0°21'06" East, 1288.54 feet to the intersection with the South Right-of-Way line of Edmonson Road (said Right-of-Way line being 35 feet South of and parallel with the North line of said Section 5); thence, along the South Right-of-Way line of Edmonson Road, East, 1001.87 feet to the point of beginning.

231 1981 142

O.R. 1791 PG 1433

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST - THAT CURRY COVE CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF SARASOTA, COUNTY OF SARASOTA, STATE OF FLORIDA, HAS NAMED PAUL E. OLSON, LOCATED AT 1900 RINGLING BOULEVARD, SARASOTA, FLORIDA, 33577, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA.

CURRY COVE CONDOMINIUM ASSOCIATION, INC.

By: Herri L. King
HERRI L. KING

TITLE: President

DATED: 4/10/85

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE REFERENCED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Paul E. Olson
PAUL E. OLSON, REGISTERED AGENT

DATED: 4/11/85

BYLAWS

OF

CURRY COVE CONDOMINIUM ASSOCIATION, INC.

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

0.1.179:PB 1434

1. Identity. These are the Bylaws of CURRY COVE CONDOMINIUM ASSOCIATION, INC., called "Association" in these Bylaws, a corporation not for profit, under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on April 22, 1985. The Association has been organized for the purpose of administering condominiums pursuant to Chapter 718, Florida Statutes, called the "Condominium Act" in these Bylaws, which condominiums are identified by the name of CURRY COVE, A CONDOMINIUM, to be created on the following described lands:

SEE ATTACHED EXHIBIT "A"

1.1 The office of the Association shall be at 5700 Bee Ridge Road, Sarasota, Fl. 33583.

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

1.3 The Seal of the Corporation shall bear the name of the corporation, the word "FLORIDA," the words "CORPORATION NOT FOR PROFIT" and the year of incorporation.

2. Members' Meetings.

2.1 The annual members' meeting shall be held at the office of the corporation at 11:00 o'clock A.M. Eastern Standard Time, on the 15th day of October of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special Members' Meetings to recall a member or members of the board of administration may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of

O.R. 1791 PG 1435

unit owners, and the notice shall state the purpose of the meeting, or shall be called pursuant to the provisions provided in Paragraph 5.2(e) below.

2.3 Notice of all annual members' meetings stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be delivered in writing by mail to each member at his address as it appears on the books of the Association, and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting, and additionally, a notice of such meeting shall be posted in a conspicuous place at least fourteen (14) days prior thereto. Proof of such mailing shall be given by the Affidavit of an officer of the Association which shall be included in the official records of the Association. Notice of meeting may be waived before or after meetings.



2.4 A Quorum at member's meetings shall consist of persons entitled to cast a majority of the votes of the entire membership; the acts approved by a majority of the votes present at a meeting at which a quorum is present, shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 Voting.

(a) In any meeting of members, the owners of units shall be entitled to cast one vote for each unit owned.

(b) If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President of the corporation and attested by the

O.R. 1701 PA 1436

Secretary or Assistant Secretary and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose. Voting by mail is permissible, provided a quorum is otherwise present.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, and must be filed with the Secretary before the appointed time of the meeting, or any adjournment of the meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

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

2.8 The Order of Business at annual members' meetings and as far as practical at other members' meetings, shall be

- (a) Election of Chairman of the meeting.
- (b) Calling of the Roll and certifying of proxies.
- (c) Proof of Notice of Meeting or Waiver of Notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Report of officers.
- (f) Report of Committees.
- (g) Appointment of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.

(j) New business.

(k) Adjournment.

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a Board of not less than three, nor more than nine Directors, the exact number to be determined at the time of election.

3.2 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meetings.

(b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual members' meetings and shall deliver the list of nominees thirty (30) days prior to the meeting.

The committee shall nominate one person for each Director whose term is expiring. Nominations for additional directorships created at the meeting may be made from the floor, and other nominations may be made from the floor.

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

(d) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members may be filled by the remaining Directors.

(e) Any Director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting, subject however, to the rights of the Developer to the control of the Board of Directors of the Association as established by Section 718.301 Florida rights of the Developer to the control of the Board of Directors

O.R. 1781 PB 1437

O.R. 178170 1438

of the Association as established by Section 718.301 Florida Statutes, and as reiterated in the Declaration of Condominium and the Articles of Incorporation.

3.3 The term of each Director's service shall be for a two-year period or until he is removed in the manner elsewhere provided. The terms shall be so staggered so that at any annual membership meeting, no more than one-half of the Directors plus one, shall be serving the last year of their two-year term.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of the election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of meeting shall be given to each Director personally or by mail, telephone or telegraph, and posted conspicuously forty-eight (48) hours in advance for the attention of the unit owners, prior to the day named for such meetings, except as in the case of an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.6 Special Meetings of the Directors may be called in the same manner as provided in Paragraph 3.5 above.

3.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such Waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Directors meetings shall consist of a majority of the Board of Directors. The acts approved by a majority of the votes present at a meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

O.R. 1781 PG 1439

3.9 Adjourned meetings. 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, until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute his approval thereto, but shall not be considered in determining a quorum.

3.11 The presiding officer of Directors' meetings shall be the President of the Association. In the absence of the President, the Vice President shall preside.

3.12 The Order of Business at Directors' meetings shall be:

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

3.13 There shall be no Director's fees.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. The Association shall maintain accounting records according to good accounting practices, and such accounting records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of same shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An account for each unit, which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due.

O.R. 1781 PG 1440

5. Officers.

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

5.2 The President shall be the chief executive officer of the Association. He shall have all the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among members from time to time, as he in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

(a) Term of office. Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until his successor is appointed, unless the committee be terminated sooner, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

(b) Quorum. A committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a meeting, at which a quorum is present, shall be the act of the committee.

O.R. 17878 1441

(c) Scope and Rules. Each committee shall abide by the scope of the committee as defined by the Board of Directors, and may adopt rules for its operation not inconsistent with these By-laws and with rules adopted by the Board of Directors.

(d) Committee Reports. The Secretary will inform each Chairman as to the proper procedure.

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

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

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

5.6 The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that there shall be no directors' fees, shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

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

0.2.178178 1442

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

(a) Current expenses which shall include all expenditures for the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

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

(e) Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against unit owners, which assessments may be made in advance in order to provide a working fund.

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

O.R. 1781 PB 1443

(a) Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year, which account, if applicable, shall include, but not be limited to the following items:

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

(b) Reserve for deferred maintenance: this account shall include, but not be limited to building painting.

(c) Reserve for capital expenditures: this account shall include, but not be limited to, roof replacement and pavement resurfacing.

(d) The amount to be reserved in the accounts set forth in subparagraphs (b) and (c) above, shall be computed by means of a formula which is based upon estimated life and estimated replacement costs for each reserve item.

(e) Provided however, that the amount for each budgeted item may be increased over the foregoing limitations in accordance with the provisions contained in Chapter 718.112 (2) (e), which is as follows:

If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, the board, upon written application of 10 percent of the unit owners to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. Unless the bylaws require a larger vote, the adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The board of administration may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be

incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

(f) Copies of the budget, proposed assessments and notice of the meeting at which the budget will be considered, shall be transmitted to each member at least thirty (30) days prior to the date established for the budgetary meeting.

6.3 Assessments. Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance, preceding the year for which the assessments are made. Such assessments shall be due not less frequently than quarterly, on the first day of each quarter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association, as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made, shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half (1/2) the increase shall be due upon the date of the assessment, and the balance of the assessment upon the next July. The date of the first assessment shall be determined by the Board of Directors of the Association.

6.4 Arbitration of Internal Disputes. Internal disputes arising from the operation of the condominium among unit owners, the association, their guests and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to Florida Statute 718.112 (2)(1). Each party to the dispute first

O.R. 7819 1444

C.R. 1731 PB 1445

must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction.

6.5 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

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

6.7 The Audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors but shall be not less than one-fourth the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

6.9 Financial reports. Within sixty (60) days following the end of the fiscal or calendar year of the Association, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve months. The report shall

show the amounts of receipts by accounts and receipt classifications, and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:

- (a) Cost for securities;
- (b) Professional management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

7. Regulations. In accordance with the provisions of the Articles of Incorporation reasonable rules and regulations for the conduct of residents and the use of common elements may be promulgated by the Board of Directors, subject to approval by majority vote of the members of the Association at a membership meeting at which a quorum is present.

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

9. Amendments. These Bylaws may be amended in the following manner:

9.1 Notice of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the

O.R. 1791 PG 1446

C.R. 1781 PG 1447

proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

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

Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

9.2 A resolution adopting an amendment may be proposed by either the Board of directors of the Association, or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment, may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Unless otherwise provided herein, such approvals must be by two-thirds vote of the members present and voting.

9.3 Execution and recording. No amendment to the Bylaws will be valid unless recorded with identification on the first page thereof, of the book and page of the Public Records where the Declaration of Condominium operated by the Association is recorded. Each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association, with the formalities of a Deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

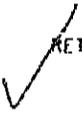
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 S, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 5, thence along the North line of said Section 5, West (on assumed bearing) 302.75 feet; thence South 0°02'25" West, 35 feet to the point of beginning; thence continue South 0°02'25" West, 549.93 feet; thence South 89°40'07" East, 203.54 feet to the intersection with the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 5; thence along said East line, South 0°00'12" West, 487.05 feet; thence continue along the said East line, South 0°01'06" East, 251.94 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 5; thence along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 5, South 89°52'34" West, 1312.99 feet to the intersection with the East Right-of-Way line of Orange Grove Avenue, said Right-of-Way line being 25 feet East of and parallel with the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 5; thence along the east Right-of-Way line of Orange Grove Avenue, North 0°21'06" East, 1288.54 feet to the intersection with the South Right-of-Way line of Edmonson Road (said Right-of-Way line being 35 feet South of and parallel with the North line of said Section 5); thence, along the South Right-of-Way line of Edmonson Road, East, 1001.87 feet to the point of beginning.

FILED AND RECORDED
R.H. HART
SARASOTA CO. FLA.
JUL 9 9 36 AM '85

EXHIBIT "A"

c 9.00
sst 1.50



RETURN TO: Curry Cove Condo Association
% Mr. Eugene R. Chaney
1701 Curry Avenue
Nokomis, FL 34275

866741

CERTIFICATE OF AMENDMENT

Made and executed this 15th day of October A.D. 1987
at the CURRY COVE CONDOMINIUM ASSOCIATION, INC. ANNUAL
MEETING,

That the attached amendment was duly adopted as an
amendment of the Declaration and By-Laws of this said
Association.

In Witness Whereof



Attest Diane E. Yack
secretary

O.R. 2018 PS 0902

Officers of the Association

- Eugene R. Chaney Eugene R. Chaney, President
- John H. Deiss John Deiss, Vice President
- Diane E. Yack Diane E. Yack, Secretary
- Stanley J. Zabik Stanley J. Zabik, Treasurer
- Evelyn J. Oakes Evelyn Oakes
- Marie Downie Marie Downie
- Richard K. Baker Richard Baker

State of Florida,
County of Sarasota

I hereby certify that on this day before me, the above
officers of the Curry Cove Condominium Association, Inc. did
sign this Certificate of Amendment.



Diane E. Yack
Notary Public
My Commission Expires

My Commission Expires Mar. 24, 1991

O.R. 2018 PG 0903

AMENDMENT OF THE BY-LAWS

Whereas, Item 1.1 should read: The office of the Association shall be at 1801 Edmondson Road, Nokomis, FL 34275

Whereas, Item 2.1 : (Members Meeting) as written on Page 1 of the By-Laws needs to have some words deleted.

Resolved: Item 1.1 and 2.1 will appear in the By-Laws as follows:

- 1.1 The office of the Association shall be at ~~5700 Bee Ridge Road, Sarasota, FL 33585.~~ 1801 Edmondson Road, Nokomis, FL 34275
2. Members Meetings.
 - 2.1 The annual members meeting shall be held ~~at the office of the corporation at 11:00 O'clock A.M. Eastern Standard Time, on the 15th day of October of each year,~~ for the purpose of electing directors and transacting any other business authorized to be transacted by the members, ~~provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.~~

The above Amendment was approved and adopted at the CURRY COVE CONDOMINIUM, INC. ANNUAL MEETING held on the 15th day of October A.D. 1987

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CLERK OF CIRCUIT COURT
SEMI-SOUTH COUNTY, FL

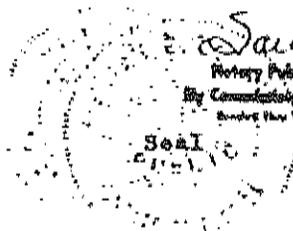
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CERTIFICATE OF AMENDMENT

90005441

Made and executed this 14th day of Nov. A.D. 1989
at the Curry Cove Condominium Association, Inc.
ANNUAL MEETING

That the attached amendment was duly adopted as an
amendment of the Declaration and Bylaws of this said
Association



David C. Corwin
Notary Public, State of Florida
My Commission Expires May 24, 1992
Jan. 11, 1990

In Witness Whereof

Attest *John F. Smyth*
Secretary

Officers of the Association:

<i>Joe Henderson</i>	Joe Henderson, President
<i>Roy Frye</i>	Roy Frye, Vice President
<i>John Smyth</i>	John Smyth, Sec'y
<i>Stanley J. Zabik</i>	Stanley J. Zabik, Treasurer
<i>Richard Blessington</i>	Richard Blessington
<i>Mary Morrison</i>	Mary Morrison
<i>Hiram Harris</i>	Hiram Harris

002180
OR BOOK

002096
PAGE

Return To: John F. Smyth
405 Curry St.
Nokomis, FL 34275

AMENDMENT OF THE BYLAWS OF CURRY COVE
CONDOMINIUM ASSOCIATION, INC.

3.2 Election of Directors (d)

Addition: Any vacancies filled by the remaining
Board of Directors will be for the unexpired
term of the Board member leaving.

This amendment was approved and adopted at the
Curry Cove Condominium Association, Inc. Annual
Meeting on the 14th Day of Nov. A.D. 1989.

002180
OR BOOK

002097
PAGE

RECORDED IN OFFICIAL
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JUN 17 2 11 PM '90
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SAPALPHA COUNTY, FL.

9.00
+ 1.50

CERTIFICATE OF AMENDMENT

90005442

Made and executed this 14th day of Nov. A.D. 1989
at the Curry Cove Condominium Association, Inc.
ANNUAL MEETING

That the attached amendment was duly adopted as
an amendment of the Declaration and Bylaws of this
Association



Sarah E. Griffin

In Witness Whereof

Notary Public, State of Florida *Nov. 11, 1990*
By Commission Expires May 24, 1992
Renewed Nov. 1989 - Insurance Inc.

Attest *John Smyth*
Secretary

002180
OR BOOK

Officers of the Association

Joe Henderson
Roy Frye
John Smyth
Stanley J. Zabik
Richard Blessington
Mary Morrison
Hiram Harris

Joe Henderson, President
Roy Frye, Vice President
John Smyth, Sec'y
Stanley J. Zabik, Treasurer
Richard Blessington
Mary Morrison
Hiram Harris

002098
PAGE

Return To: John F. Smyth
405 Curry St.
Nokomis, FL 34275

AMENDMENT OF DECLARATION OF CONDOMINIUM of CURRY COVE, INC. A CONDOMINIUM

Whereas, ARTICLE X (i) states: "No lighting fixtures..... except for the structures that form a part of the original structure."

The following addition/correction is made:

A unit owner may place ornamental (patio) lights along the walk of the unit, either in or on the ground.

The above amendment was approved and adopted at the Curry Cove Condominium Association, Inc. Annual Meeting held on the 14th day of November A.D. 1989.

002180
OR BOOK

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ASAP L. RUSHING
CLERK
ST. LOUIS, MO 63101

STUART S. VANDEWATER
ATTORNEY AT LAW
P.O. BOX 1767
VENICE, FLORIDA 34264-1767

CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM

OF

CURRY COVE, a condominium

RECORDED IN OFFICIAL RECORDS
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2003 APR 30 03:04 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#311661

Mary



CURRY COVE CONDOMINIUM ASSOCIATION, INC., its address being 1801 Edmondson Road, Nokomis, FL 34275, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of CURRY COVE, a condominium, is recorded in O.R. Book 1791, page 1389, of the Public Records of Sarasota County, Florida. The following amendment to the Declaration of Condominium was submitted to the entire membership of the Association at its meeting called and held on the 10th day of April, 2003, and approved by affirmative vote of not less than two-thirds of all unit owners in the condominium, as required by the Declaration of Condominium.

Article X(h), Use Restrictions, subparagraphs 1 through 4, is hereby amended to read as follows:

~~(1) Unit owners may not rent their units more than three (3) times a year, with a minimum rental period of one (1) month.~~

~~(2) No pets are permitted in units being rented.~~

~~(3) Prior to the commencement of any allowable rental period, the unit owners renting their unit shall provide the Secretary of the Association with the name and address of the prospective lessee(s). The Association shall have the right to review a prospective lessee(s) and to inform all tenants of the rules and regulations of the condominium.~~

~~(4) No more than sixteen units in the condominium shall be occupied by persons other than the unit owner at any time. Occupants other than the unit owner include tenants and also include guests utilizing the unit in the owner's absence in excess of one (1) month. No unit may be leased to non-family members unless the unit owner has held record title to the unit for at least three (3) years. If the unit owner has held record title to the unit for at least a three-year term, the unit owner may lease his unit to non-family members for not more than one (1) time and for not more than four (4) consecutive months in a twelve (12) month period. The twelve (12) month time period shall begin to run the first day of the lease term. The unit owner's family, for purposes of this paragraph, is defined as the~~

unit owner's spouse, parents, children, grand-children, brothers or sisters. Unit owners shall verify this family relationship upon the Association's request.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 28th day of April, 2003.

ATTEST: CURRY COVE CONDOMINIUM ASSOCIATION, INC.

By: Sandra Moore
Secretary

By: Linda Roegiers
LINDA ROEGIERS, President

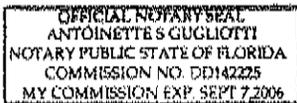
WITNESSES:

Antoinette Gugliotti
Coral Klein

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida, at large, personally appeared LINDA ROEGIERS, as President and Sandra Moore, as Secretary, of CURRY COVE CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 28th day of April, 2003.



Antoinette S. Gugliotti
Printed Name of Notary:
Antoinette S. Gugliotti
Notary Public
Commission # DD142225

My Commission Expires: Sept 7, 2006

INSTRUMENT PREPARED BY
S. MARON S. VANDERWOUDE
ATTORNEY AT LAW
P.O. BOX 1767
VENICE, FLORIDA 34284-1767

L. ROEGIERS
INSURANCE & CLAIMS DIVISION
2004 APR 23 02:39 PM
KAREN E. RUCHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
NTAYLOR Receipt#465237

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF



CURRY COVE, a condominium

CURRY COVE CONDOMINIUM ASSOCIATION, INC., its address being 1801 Edmondson Road, Nokomis, FL 34275, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of CURRY COVE, a condominium is recorded in O.R. Book 1791, page 1389, of the Public Records of Sarasota County, Florida, as amended. The following amendment to the Declaration of Condominium was submitted to the entire membership of the Association at its meeting called and held on the 8th day of April, 2004, and approved by affirmative vote of not less than 2/3rds of the entire membership of the Association, as required by the Declaration of Condominium.

Article V, Maintenance, Alteration and Improvements, by adding paragraph D, Alteration and Improvements of Common Elements, is hereby amended to read as follows:

D. Alteration and Improvements of Common Elements. There shall be no material alteration, substantial additions or further improvement of common elements or to real property which is Association property without prior approval of not less than 2/3rds of the voting interests of the Association, present in person or by proxy, at a properly called members meeting. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved.

THIS INSTRUMENT PREPARED BY
SHARON S. VANDER WEE
ATTORNEY AT LAW
P.O. BOX 1767
VENICE, FLORIDA 33594-1767

RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
HARMSTRONG Receipt#028582

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM

OF
CURRY COVE, a condominium



CURRY COVE CONDOMINIUM ASSOCIATION, INC., its address being 1801 Edmunson Road, Nokomis, FL 34275, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of CURRY COVE, a condominium is recorded in O.R. Book 1791, page 1389, et seq., as amended, of the Public Records of Sarasota County, Florida. The following amendment to the Declaration of Condominium was submitted to the entire membership of the Association at its meeting called and held on the 5th day of March, 2001, and approved by affirmative vote of not less than 2/3rds of all unit owners in the condominium, as required by the Declaration of Condominium.

Article X(h), Use Restrictions, by adding subparagraph (4), is hereby amended to read as follows:

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

(h) Unit owners may rent their respective units, with the following limitations:

(1) Unit owners may not rent their units more than three (3) times a year, with a minimum rental period of one (1) month.

(2) No pets are permitted in units being rented.

(3) Prior to the commencement of any allowable rental period, the unit owners renting their unit shall provide the Secretary of the Association with the name and address of the prospective lessee(s). The Association shall have the right to review a prospective lessee(s) and to inform all tenants of the rules and regulations of the condominium.

(4) No more than sixteen units in the condominium shall be occupied by persons other than the unit owner at any time. Occupants other than the unit owner include tenants and also include guests utilizing the unit in the owner's absence in excess of one (1) month.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 22 day of March, 2001.

ATTEST: CURRY COVE CONDOMINIUM ASSOCIATION, INC.

BY: Phillip J. Myers Secretary William Daniels WILLIAM DANIELS, President

WITNESSES:

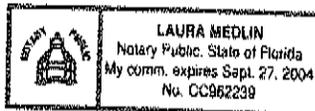
Laura Medlin LAURA MEDLIN
Mariya Brich MARIYA BRICH
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared WILLIAM DANIELS, as President, and Phillip J. Myers, as Secretary, of CURRY COVE CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 22nd day of March, 2001.

LAURA MEDLIN
Printed Name of Notary:
Laura Medlin
Notary Public
Commission # CC 967239

My Commission Expires: 9/27/2004



AMENDMENT OF THE BYLAWS OF CURRY COVE CONDOMINIUM ASSOCIATION, INC.
1801 Edmondson Road, Mokolis, Florida 34275

REFERENCE O.R. 1791 PG 1445

Whereas the Bylaws 6.7 now read:

The Audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the Audit report shall be furnished to each member not later than April 1 of the year following the year for which the Audit is made.

IT IS PROPOSED to amend this paragraph by deleting the word Audit and substituting the more descriptive term Compilation and will read as follows.

The Compilation of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the Compilation report shall be furnished to each member not later than April 1 of the year following the year for which the Compilation is made.

The above amendment was approved by the general membership, and duly adopted as an amendment of the Bylaws of the Curry Cove Condominium, Inc. the monthly meeting held the 14th day of June, 1990

In Witness Whereof Attest

John P. Chapman
Secretary

Officers of the Association

- Joe Henderson* Joe Henderson, President
- Jean Giuliana* Jean Giuliana, Vice President/Treasurer
- John Chapman* John Chapman, Secretary
- Richard Blessington* Richard Blessington
- Roy Fryc* Roy Fryc
- John Smyth* John Smyth
- Wralf Farnsworth* Wralf Farnsworth

RECORDED OFFICIAL
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Sarah E. Collier
February 12, 1991
Notary Public, State of Florida
My Commission Expires May 24, 1992

91014347

88 OFFICIAL RECORDS **
BOOK 2275
PAGE 1115

AMENDMENT OF THE BYLAWS OF CURRY COVE CONDOMINIUM ASSOCIATION, INC.
1801 Edmondson Road, Nokomis, Florida 34275

REFERENCE O.R. 1791 PG 1437

Whereas the Bylaws 3.2 (b) Election of Directors, second paragraph now read:

The committee shall nominate one person for each Director whose term is
expiring. Nominations for additional directorships created at the meeting may
be made from the floor, and other nominations may be made from the floor.

IT IS PROPOSED to amend this paragraph as follows:

The committee shall nominate one or more persons for each Director whose
term is expiring. Nominations for additional directorships created at the
meeting may be made from the floor, and other nominations may be made from the
floor.

The above amendment was approved by the general membership, and duly adopted
as an amendment of the Bylaws of the Curry Cove Condominium, Inc. at the
monthly meeting held the 14th day of June, 1990

In Witness Whereof Attest

John F. Chapman
Secretary

Officers of the Association

- Joe Henderson Joe Henderson, President
- Jean Giuliana Jean Giuliana, Vice President/Treasurer
- John Chapman John Chapman, Secretary
- Richard Blessington Richard Blessington
- Roy Frye Roy Frye
- John Smyth John Smyth
- Wralf Farnsworth Wralf Farnsworth

Seal of E. Corwin
February 12, 1991

Notary Public, State of Florida
Commission Expires May 24, 1992

RECORDED IN OFFICIAL
RECORDS
FEB 12 2 28 PM '91
CLERK OF COUNTY OF
SARASOTA COUNTY, FLORIDA

AMENDMENT OF THE BYLAWS OF CURRY COVE CONDOMINIUM ASSOCIATION, INC.
1801 Edmondson Road, Nokowitz, Florida 34275

91014348

REFERENCE O.R. 1791 PG 1405

OFFICIAL RECORDS
BOOK 2275
PAGE 1116

Whereas the Bylaws Article X, Use Restrictions, paragraph q, now reads:

Boats and canoes are prohibited from being parked on any driveway, or on the Common Elements or Limited Common Elements, except as may be provided for by the Developer. Trailers, motor homes, pickup trucks, trucks, vans with commercial language on the exterior or any van with commercial language on the exterior, or dilapidated or junked vehicles are prohibited from being parked on any driveway, or on any portion of the Common Elements or Limited Common Elements. Parking on the street or any grassy or landscaped area is also prohibited. ~~There shall be no more than two (2) motor vehicles per unit. Motorcycles are permitted, provided they are used for ingress and egress only and are kept in proper working order, including but not limited to keeping noise as to not disturb other unit owners. Mechanical repair and/or mechanical maintenance of vehicles upon the Common or Limited Common Elements is prohibited.~~

IT IS PROPOSED to Amend this paragraph as follows:

Boats, and canoes are prohibited from being parked on any driveway, or on the Common Elements or Limited Common Elements, except as may be provided by the Developer. Trailers, motor homes, pickup trucks, trucks, vans with commercial language on the exterior, or dilapidated or junked vehicles including boats are prohibited from being parked on any driveway, or any portion of the Common Elements or Limited Common Element. Parking on the street or any grassy area is also prohibited except for occasional street parking for social guests. ~~There shall not be more than two (2) vehicles per unit. Motorcycles are permitted, provided they are used for ingress or egress only and are kept in proper working order, including but not limited to keeping noise as to not disturb other unit owners. Mechanical repair and/or mechanical maintenance of vehicles upon the Common Elements or the Limited Common Elements is prohibited.~~

The above amendment was approved by the general membership, and duly adopted as an amendment of the Bylaws of the Curry Cove Condominium, Inc. at the monthly meeting held the 14th day of June, 1990

In Witness Whereof Attest

John J. Chapman
Secretary

Officers of the Association

Joe Henderson Joe Henderson, President

Jean A. Giuliana Jean Giuliana, Vice President/Treasurer

John Chapman John Chapman, Secretary

Richard Blessington Richard Blessington

Roy Frye Roy Frye

John Bryth John Bryth

Wraff B. Farnsworth Wraff Farnsworth

RECORDED
JUN 14 9 26 AM '90

RECORDED
OFFICIAL

Sarah E. Corwin
February 12, 1991
Notary Public, State of Florida
My Commission Expires May 24, 1992

stored in the field storage area with permit from the secretary. Parking on pavement is permitted for social events. Driveways shall not be blocked. Overnight parking on the pavement is prohibited. Parking on the grass is prohibited. Pickup trucks, with or without a cap, and used as a personal vehicle, are permitted, provided they have no commercial language on the exterior or carry any exposed load in the bed. Motorcycles are permitted, provided are used for ingress and egress only and must comply with a level of noise that will not disturb other owners. Mechanical repair and/or mechanical maintenance of vehicles upon common or limited common elements is prohibited. Minor mechanical repairs to vehicles are permitted in garages or carports only. Vehicle washing is permitted on driveways only.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 15th day of December, 1998.

ATTEST: CURRY COVE CONDOMINIUM ASSOCIATION, INC.

By: Phyllis Myers
PHYLLIS MYERS, Secretary

By: William H Daniels
WILLIAM DANIELS, President

WITNESSES:

B. Shalhammer
Patricia Anderson

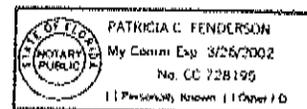
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared WILLIAM DANIELS, as President and PHYLLIS MYERS, as Secretary, of CURRY COVE CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 15th day of December, 1998.

Patricia Anderson
Printed Name of Notary:
PATRICIA C. FENDERSON
Notary Public
Commission # _____

My Commission Expires:



Use Restrictions

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

- (a) All condominium units shall be and remain of like exterior design, shape, color and appearance as other condominium units of the same class or type. No owner shall alter or modify the size, shape, color or structure of any exterior surface of his unit, including entrance doors, windows, shutters, screens, or carports, nor improve, plant, replant or replace any trees, bushes or sod, or remove fill dirt, without obtaining prior written consent of the Association.
- (b) Occupants of condominium units shall not suffer, permit or maintain in their premises loud noises, obnoxious odors, nor interfere with the rights of other unit owners, or annoy them by unreasonable noises.
- (c) Each condominium shall be used exclusively as a residential dwelling, and no business or trade shall be permitted to be conducted thereon or therein.
- (d) No animals of any kind shall be raised, bred, or kept in the Common Elements. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' notice from the Association to the Owner of the Unit containing the pet. Each unit is permitted to have one (1) dog and/or one (1) domestic house cat, however, no pet shall exceed thirty (30) pounds. Exceptions will be made in the case of a handicapped owner, with proof from a physician, who has a seeing eye dog or a "hearing" dog. Any pet shall be promptly removed from the Condominium if required by the Association.
- (e) The occupants and owners of each unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such unit, and shall promptly pay each unit's share of all common expenses.
- (f) No condominium parcel or unit shall be divided or subdivided or severed from the realty and no structural alterations or changes shall be made within said unit without prior approval of the Board of Directors of the Association.
- (g) Each unit owner, lessee or occupant, shall maintain at all times in good condition and repair the portions of the unit that are the responsibility of the unit owner, including but not limited to, interior walls, floors, ceilings, water, electric and plumbing systems and parts and components thereof, sanitary facilities, fixtures, equipment and lamps, provided, however, the Association shall, on behalf of all unit owners, be responsible for painting and /or cleaning of the exterior walls and roof surfaces. The phrase "electric system" in this paragraph shall be construed as referring to those items of electrical conduits, wire, switches, fixtures and equipment located within the unit or on the unit side of the electric meter servicing said unit, but not including the meter itself. The phrase "plumbing system" in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the unit or in the unit itself.

- (h) Unit owners may rent their respective units, with the following limitations:
- (1) Unit owners may not rent their units more than three (3) times a year, with a minimum rental period of one (1) month.
 - (2) No pets are permitted in units being rented.
 - (3) Prior to the commencement of any allowable rental period, the unit owners renting their unit shall provide the Secretary of the Association with the name and address of the prospective lessee(s). The Association shall have the right to review a prospective lessee(s) and to inform all tenants of the rules and regulations of the condominium.
 - (4) No more than sixteen units in the condominium shall be occupied by persons other than the unit owner at any time. Occupants other than the unit owner include tenants and also include guests utilizing the unit in the owner's absence in excess of one (1) month.
- (I) No lighting fixtures, wires, antennas of any type, air conditioners, aeriels or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for the structures that form a part of the original structure.
- (j) No wire, clothes lines, hangers or drying facilities, nor any garbage or refuse receptacle shall be permitted or maintained on the exterior of any unit, or in or on any part of the common elements, except by the Association. Unit owner's trash containers must be kept in each unit's storage area. No clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.
- (k) No unit shall be subject to partition in kind and all unit owners do, by their acceptance of a conveyance of such unit, waive any right to a partition in kind.
- (l) No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with the television reception in other units.
- (m) No unit owner shall permit or suffer anything to be done or kept in his unit which will increase insurance rates on his unit or on the common property.
- (n) No unit owner shall commit or permit any nuisance, immoral or illegal act in his unit, or in or on the common elements.
- (o) No signs of any type shall be maintained, kept or permitted on any part of the common elements, or in or on any unit where the same may be viewed from the common elements, except for those signs specifically approved in writing by the Association.
- (p) All guests of the Owner shall comply with all of the "use restrictions" in Paragraph X hereof, and with all rules and regulations hereinafter promulgated by the Association. Any guest who persistently violates these restrictions, house rules and use regulations may, at the direction of the Association, be required to leave the condominium property and the owner of such unit being occupied by such guest shall be held responsible for any damage to the common elements committed by such guest, and shall see that such guest complies with such rules and regulations. In no event shall any two (2) bedroom unit be occupied on a regular basis by more than four (4) persons, including unit owners and their guests.

- (q) Trucks, pickup trucks and vans with commercial language or advertising on the exterior, dilapidated or junked vehicles are prohibited from being parked on any driveway or any portion of the common elements or limited common elements over night. Boats or canoes, motor homes and moving vans are also prohibited from being parked on any driveway or any portion of the common elements except that they are allowed a 24 grace period for unloading or loading. Owners' boats or canoes may be stored on the boat rack in the field storage area with permit from the Secretary. Owners' boats on trailers, trailers and motor homes may be stored in the field storage area with permit from the Secretary. Parking on pavement is permitted for social events. Driveways shall not be blocked. Overnight parking on pavement is prohibited. Parking on the grass is prohibited. Pickup trucks, with or without a cap, and used as a personal vehicle, are permitted, provided they have no commercial language on the exterior or carry any exposed load in the bed. Motorcycles are permitted, provided are used for ingress and egress only and must comply with a level of noise that will not disturb other owners. Mechanical repair and/or mechanical maintenance of vehicles upon common or limited common elements is prohibited. Minor mechanical repairs to vehicles are permitted in garages or carports only. Vehicles washing is permitted on driveways only.
- (r) Enclosure of a carport is not permitted.
- (s) No personal property shall be placed upon any portion of the common element land lying directly behind a unit for a period of more than twenty-four (24) hours. Any unit owner desiring to keep personal items such as swing sets, lawn furniture, portable barbeques or other items of a non-permanent nature, may, after obtaining written approval from the Board of Directors, enclose any area to accommodate such items, directly behind their unit, not to extend more than sixteen (16) feet in depth from the exterior rear wall of the unit, not to exceed five (5) feet in height, and the width not to extend beyond the extensions of the common center wall and the side wall of the unit. The depth of such enclosure shall be limited by available space. All plans, specifications and building materials for the fence must be approved by the Board of Directors, and must be of the same color as the exterior wall of the unit; approval will be conditional upon the unit owner accepting responsibility for the upkeep of the land lying inside the fence. Once said fence is constructed, the unit owner shall be responsible for the maintenance, repair and replacement of the enclosure and the care and maintenance of the land lying within same. In order to prevent encroachment on Nature Preserve areas, Units 58 through 81, inclusive and Units 84 through 87, inclusive, will not be permitted to enclose any portion of the common element land as described above.
- (t) Unit owners are permitted to have the windows of their unit tinted with the dark-type window tinting; however, no mirrored-type tinting is permitted.
- (u) All children under the age of twelve (12) years must be accompanied by an adult to any recreational area at any time; all children between the ages of twelve (12) and eighteen (18) must be accompanied by an adult to any recreational area after dusk.
- (v) The occupants of units shall abide by all Bylaws and all Rules and Regulations promulgated by the Association concerning occupancy and use of the condominium units, and common elements and areas.

- (w) Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws; a copy of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium, upon request.

Should any of the foregoing restrictions or any other provision of this Declaration or the Bylaws be violated, any unit owner or the Association acting on behalf of the unit owners, as a class, shall have the right to institute suit in any court of competent jurisdiction to enjoin further violations and to obtain money damages for past violations, and the prevailing party shall be entitled to court costs and reasonable attorney's fees for enforcing this Declaration and/or Bylaws.