

Prepared by and return to:
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CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAN RAMON ASSOCIATION, A CONDOMINIUM

We hereby certify that the attached Amended and Restated Declaration of Condominium of San Ramon, a Condominium (the Declaration of Condominium of San Ramon was originally recorded in the Official Records of Sarasota County, Florida at Book 1097, Page 1995 et seq. on September 1, 1975), was duly adopted by the approval of not less than two-thirds (2/3rds) of the total voting interests of the Association at a duly noticed meeting held on January 18, 2019 and continued to March 21, 2019, in accordance with Article VIII of the Declaration of Condominium. In addition, Article 19.8 of the attached Amended and Restated Declaration of Condominium of San Ramon, a Condominium, was duly adopted by the approval of one-hundred percent (100%) of the total voting interests of the Association. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 9th day of April, 2019.

Signed, sealed and delivered:
in the presence of:

Sign: [Signature]

Print: Mark Reese

Sign: [Signature]

Print: Warren Ward

SAN RAMON ASSOCIATION, INC.

By: [Signature]
William Johns, President

Attest: [Signature]
Debbie Joseph, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by William Johns as President of San Ramon Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: [Signature]



JACALYN K WOOD
MY COMMISSION # GG 081846
EXPIRES: April 20, 2021
Bonded Thru Budget Notary Services

State of Florida (Seal)

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
SAN RAMON, A CONDOMINIUM

[Substantial rewording of Declaration of Condominium. See original Declaration and prior amendments for present text.]

WHEREAS, the original Declaration of Condominium of SAN RAMON, A CONDOMINIUM, was recorded at Official Records Book 1097, Page 1995 *et seq.* of the Public Records of Sarasota County, Florida and has been amended; and

WHEREAS, the following amendments to the Declaration of Condominium were duly and lawfully presented to and approved by not less than two thirds (2/3) of all of the Units of the Condominium at an Association membership meeting held on January 18, 2019, and continued to March 21, 2019, pursuant to Article VIII of the Declaration of Condominium.

NOW, THEREFORE, be it resolved by the Members of SAN RAMON ASSOCIATION, INC. that the following shall constitute the Declaration of Condominium of SAN RAMON, A CONDOMINIUM, and shall supersede and replace the original Declaration, and all amendments thereto.

1. PURPOSE AND NAME OF CONDOMINIUM

1.1 Purpose. The purpose of this Amended and Restated Declaration is to resubmit the fee simple title to the land described in Article 1.3, to this instrument and to substantially amend and restate the Declaration of Condominium in its entirety.

1.2 Name and Address of Condominium. The name of the Condominium is SAN RAMON, A CONDOMINIUM (herein, the "Condominium"). The original Declaration of Condominium of SAN RAMON, A CONDOMINIUM, was recorded at Official Records Book 1097, Page 1995 *et seq.* of the Public Records of Sarasota County, Florida, and has been amended multiple times over the years.

1.3 Legal Description. The land included in SAN RAMON, A CONDOMINIUM, is that real property owned by SAN RAMON ASSOCIATION, INC. as described as follows:

Parcel "A"

CONTAINS ALL REAL PROPERTY INCLUDED IN FEE SIMPLE:

BEING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 11, GOLDEN BEACH, UNIT NO. 2, AS RECORDED IN PLAT BOOK 7, PAGES 96, AND 96-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 4° 17' 00" W, 50.14 FEET; THENSE WEST 53.95 FEET TO THE SOUTHWEST CORNER OF SAN MARINO, A CONDOMINIUM, AS RECORDED IN C.B. 7, PAGES 24, AND 24-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENSE N 0° 04' 00" W, 99.17 FEET TO THE NORTHWEST CORNER OF SAID SAN MARINO; THENCE S 89° 56' 00" W, 90.79 FEET; THENCE S 1° 04' 06" W, 14.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S 1° 04' 06" E, 19.00

FEET; THENCE N 88° 55' 54" W, 38.67 FEET; THENCE S 1° 04' 06" W, 61.34 FEET; THENCE S 88° 55' 56" E, 38.67 FEET; THENCE N 1° 04' 06" E, 19.00 FEET; THENCE S 88° 55' 54" E, 46.00 FEET THENCE S 1° 04' 06" W, 82.33 FEET; THENCE N 88° 55' 54" W, 145.00 FEET; THENCE N 1° 04' 06" E, 188.00 FEET; THENCE S 88° 55' 43" E, 145.00 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING AIN A PART OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA. VENICE, FLORIDA

AND INCLUDING

Parcel "B"

BEGIN AT THE NORTHWEST CORNER OF LOT 1, BLOCK 11, GOLDEN BEACH, UNIT NO. 2, AS RECORDED IN PLAS BOOK 7, PAGES 96, AND 96-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR A POINT OF BEGINNING; RUN THENCE S 4° 17' 00" E, 76.10 FEET TO A POINT DESIGNATED AS POINT "A" FOR CONVENIENCE; RUN THENCE N 4° 17' 00" W, 126.24 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAN MARINO, A CONDOMINIUM, AS RECORDED IN C.B. 7, PAGES 24, AND 24A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE WEST, ALONG SAID SOUTHERLY HBOUNDARY LINE, 53.94 FEET TO THE SOUTHWEST OCRNER OF SAID SAN MARINO; THENCE N 0° 04' 00" W, ALONG THE WESTERLY BOUNDARY LINE OF SAID SAN MARINO, 99.17 FEET TO THE NORTHWEST CORNER OF SAID SAN MARINO; THENCE S 89° 56' 00" W, 460 FEET MORE OR LESS TO A POINT THAT LIES N 88° 55' 54"W, FROM POINT "A" FOR CONVENIENCE; THENCE S 88° 55' 54" E, 500 FEET MORE OR LESS TO POINT "A" OR CONVENCIENCE; BEING SUBJECT TO A 5.0 FOOT EASEMENT, AS RECORDED IN O.R. BOOK 996, PAGE 1445, AND ALSO SUBJECT TO A 60.0 FOOT EASEMENT, AS RECORDED IN O.R. BOOK 151, PAGE 120, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

See Instrument #2006120080 as recorded in the Public Records of Sarasota County on June 30, 2006, a copy of which is attached hereto as Exhibit "A".

2. DEFINITIONS

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and Association Bylaws shall have the meanings stated in Chapter 718, Florida Statutes (herein, "the Condominium Act") and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Condominium Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding.

2.1 "Articles of Incorporation" or "Articles" means the Articles of Incorporation of SAN RAMON ASSOCIATION, INC., as amended from time to time.

2.2 "Assessment" means a share of the funds required for payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.3 "Association" means SAN RAMON ASSOCIATION, INC., a Florida not for Profit Corporation, which is responsible for the Operation, maintenance and management of the Condominium, and its successors and assigns.

2.4 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its Members.

2.5 "Board of Directors" or "Board" means the Board of Directors of the Association which is responsible for the Operation and administration of the Association.

2.6 "Bylaws" mean the Bylaws of the Association, as amended from time to time.

2.7 "Committee" means a group of Board Members, Unit Owners, or Board Members and Unit Owners appointed by the Board or an officer of the Board to make recommendations to the Board regarding the proposed annual budget or take action on behalf of the Board.

2.8 "Common Elements" means the portions of the Condominium Property not included in the Units. The Common Elements shall include, but not limited to the easements through the Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of Utility Service to other Units and Common Elements, and easements of support in every portion of a Unit which contributes to the support of the Improvements.

2.9 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including without limitation the expenses specified in the Declaration and Section 718.115, Florida Statutes. Common Expenses also include any valid charge against the Condominium Property as a whole, including but not limited to the following:

2.9.1 Expenses of administration, maintenance, Operation, repair or replacement of the Condominium Property, Association Property, Common Elements and of the portions of the Units to be maintained, repaired or replaced by the Association.

2.9.2 The expenses declared Common Expenses by the Condominium Act, the provisions of this Declaration, the Articles of Incorporation, the Association Bylaws, or by a majority of the Board of Directors.

2.9.3 Any valid charge against the Condominium Property or Association Property as a whole.

2.9.4 Charges for Utility Services, except such service as is metered separately to a Unit.

2.9.5 Insurance premiums on policies required by the provisions of this Declaration, Florida law or as determined appropriate by the Board.

2.9.6 Administrative costs of operating the Association including professional fees and expenses, and all other expenses of carrying out the powers and duties of the Board.

2.9.7 Communication Services to each individual Unit and to the Common Elements, if so elected by the Board.

2.9.8 Expenses for the Operation, maintenance, repair and replacement of the recreational areas and facilities.

2.9.9 Salary of the manager or managers and their assistants, as shall be determined by the Board of Directors.

2.9.10 All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing, and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws.

2.10 "Common Surplus" means the excess of all receipts and income of the Association from this Condominium including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.11 "Condominium" means that form of ownership of real property created pursuant to the Condominium Act, which is comprised entirely of Units that are owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in the Common Elements.

2.12 "Condominium Act" means the Florida Condominium Act, Chapter 718, Florida Statutes, as subsequently amended from time to time. The provisions of the Condominium Act are incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. However, where the Condominium Act is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute, this Declaration shall prevail.

2.13 "Condominium Documents" means the recorded Declaration of Condominium, the Condominium Plats and Surveys, the Articles of Incorporation, the Bylaws, and all recorded amendments, supplements and recorded exhibits thereto.

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

2.15 "Condominium Plats" means that survey of the land showing all existing easements and graphic descriptions of the Units and a plat plan thereof which together with this Declaration of Condominium are in sufficient detail to identify the Common Elements and each Unit and provide accurate representation of their locations and dimensions, as attached hereto as Composite Exhibit "B", incorporated herein, and recorded at Book 9, Pages 4-4C in the Official Records of Sarasota County.

2.16 "Condominium Property" means the lands, leaseholds, and personal property that are subject to condominium ownership under this Declaration, whether or not contiguous, and all Improvements now or hereafter located thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.17 "Declaration of Condominium" or "Declaration" means this Declaration as it may be subsequently amended from time to time.

2.18 "Original Declaration of Condominium" means the Declaration of Condominium of SAN RAMON, A CONDOMINIUM, originally recorded at Official Records Book 1097, Page 1995 *et seq.* of the Public Records of Sarasota County, Florida

2.19 "Guest" means any person (other than the Unit Owner, Tenant, or the Unit Owner's Family) who is physically present in or occupies a Unit at the invitation of the Unit Owner or other permitted Occupant, without the payment of consideration or other remuneration.

2.20 "Improvements" means all structures and all portions thereof, and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property.

2.21 "Institutional Lender" shall be construed to include but not be limited to, banks, savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage

brokers and agencies or corporation of, or sponsored by the U.S. Government, including but not limited to Federal National Mortgage Association and Federal Home Loan Mortgage Corporation.

2.22 "Limited Common Elements" shall mean those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units as specified herein or on the Condominium Plats. Unless the context requires otherwise, all references in this Declaration to Common Elements shall include Limited Common Elements. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside the boundaries of the Unit, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element.

2.23 "Member" means the Owner in fee simple of a Condominium Unit or Parcel.

2.24 "Occupant" shall mean a person or persons in lawful possession of a Unit other than the Owner or Owners thereof.

2.25 "Operation" or "Operation of the Condominium" means and includes the administration and management of the Condominium Property.

2.26 "Rules" or "Rules and Regulations" mean those Rules and Regulations promulgated by the Association's Board of Directors governing the use, occupancy, alteration, maintenance, transfer, and appearance of the Condominium Property, including the Units, Limited Common Elements and Common Elements, and the Operation and administration of the Association.

2.27 "Special Assessment" means any Assessment for Common Expenses levied by the Association against a Unit Owner other than the Assessment required by the annual budget.

2.28 "Tenant" means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the person involves the exchange of consideration, remuneration, the payment of money, the exchange of goods or services, etc.

2.29 "Unit" or "Condominium Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.30 "Unit Owner" or "Owner" means the record Owner of a Condominium Parcel.

2.31 "Unit Owner's Family" means the Unit Owner, the Unit Owner's lawful spouse, lineal descendants including adoptive children, parents, grandparents, and spouses of lineal descendants.

2.31 "Utility Service" means electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, cable TV, garbage, trash, refuse, and sewage disposal.

2.32 "Voting Interests" means the voting rights distributed to and held by the Association's Members pursuant to the Condominium Act and the Condominium Documents.

3. UNITS AND APPURTENANCES

3.1 Units. Condominium Units shall be constituted as follows:

3.1.1 Real Property. Each Unit, together with space within it, together with all appurtenances thereto, shall, for all purposes constitute a separate parcel of real property which is owned in fee simple and which may be

conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration of Condominium or the Condominium Act.

3.1.2 Unit Boundaries. Each Condominium Unit shall consist of a distinct area of land, as permitted by the Condominium Act. The developer constructed certain Improvements and structures located within and upon each Condominium Unit and no other Improvements shall be permitted upon any Unit except in accordance with the Declaration.

A survey of SAN RAMON, A CONDOMINIUM, a graphic description of the Improvements in which the Units are located and of the Units themselves, consisting of drawings of the same, and a Plot plan showing the relative position of the buildings of SAN RAMON, A CONDOMINIUM, are contained in and represented on the Plat attached hereto as Exhibit "B".

3.1.3 Numbering. The Units in this Condominium shall be known and numbered as: Units 101 through 114, and 201 through 214.

3.2 Exclusive Use. Each Unit Owner shall have the exclusive use of his or her Condominium Unit.

4. EASEMENTS

4.1 General. The Board of Directors shall have the right to grant additional easements under, over, across and through the Common Elements to such persons or entities and for such purposes as the Board of Directors of the Association may deem appropriate by recording in the Public Records of Sarasota County, Florida, and instrument duly executed by the President or Vice President of the Association. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released by all record title holders, lienors and beneficiaries of such easement. None of the easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easement.

4.2 Utility and other Easements. Easements over, though, above and beneath the Units and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to the Units and the Common Elements; provided, however, that such easements through a Unit shall be only according to the plans and specifications for the building or as the building is constructed unless approved in writing by the Unit Owner. The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, as the Board shall deem necessary or desirable for the proper Operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units.

4.3 Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and Occupants, their respective Guests, Tenants, licensees and invitees for pedestrian traffic over, though, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, though, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

4.4 Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any Common Element or Limited Common Element, or upon any other Unit, by reason of original construction or by the non-purposeful or

non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If a Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

4.5 Air Space. The appurtenance shall include an exclusive easement for the use of the air occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

4.6 Support. Every portion of a Unit contributing to the support of the building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

4.7 Maintenance, Repair and Replacement. Easements through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

5. COMMON ELEMENTS AND OWNERSHIP

5.1 Common Elements. There shall be appurtenant to each of the Units an undivided one/twenty-eighth (1/28) ownership of the Common Elements. The Common Elements include all portions of the Condominium Property not included in the Condominium Units, including but not limited to the following:

5.1.1 All easements as described herein.

5.1.2 The tangible personal property required for the operation and maintenance of the Condominium. The Board may purchase, dispose of, add to, maintain, repair, replace, alter and improve such tangible personal property upon the approval of a majority of the Association's Board of Directors at a duly-noticed Board meeting.

5.1.3 A swimming pool.

5.1.4 The land described above and all Improvements thereon, except for Units as shown on the aforementioned Condominium Plat and Improvements located upon the Units.

5.1.5 Installations for furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.

5.2 Ownership and Use of Common Elements. The ownership and use of the Common Elements shall be governed by the following provisions:

5.2.1 Shares of Unit Owners. The share of Unit Owners in the Common Elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all of the Unit Owners, in accordance with the formalities of a deed with joinder of spouses as well as by all Owners of lien interest in Units, as more fully provided in Section 718.110(4), Florida Statutes.

5.2.2 Appurtenant to Units. The shares of the Unit Owner in the Common Elements are appurtenant to the Unit. None of the appurtenances may be separated from the Unit to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or otherwise pass with the Unit, whether or not expressly mentioned or described in a conveyance or other instrument describing the Units.

5.2.3 Covenant Against Partition. In order to preserve the Condominium, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division of the whole or any part thereof.

5.2.4 Non-Exclusive Possession. Subject to the terms of the Declaration and the reasonable and uniform Rules and Regulations adopted from time to time by the Board of Directors, each Unit Owner and the Association may use the Common Elements for the purposes for which they are intended but no such use shall hinder or encroach upon the lawful rights of the other Unit Owners. The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements, except the Limited Common Elements, and except as they may be restricted by the reasonable and uniform Rules and Regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

5.3 Percentage of Common Expenses and Common Surplus. The Common Expenses of the Condominium shall be assessed and the Common Surplus of the Condominium divided and apportioned among the Units, in the same percentages as ownership of the Common Elements set forth in Article 5.1 above.

Except as otherwise provided in Section 718.116, Florida Statutes, as amended from time to time, any Institutional Lender holding a first mortgage of record obtaining title to the Condominium Parcel as a result of foreclosure of the first mortgage or as a result of a Deed given in lieu of foreclosure 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 Condominium Parcel which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such share of Common Expenses or Assessments is secured by a Claim of Lien for the same that is recorded prior to the recording of the said first mortgage.

5.4 Parking Spaces. Parking spaces are part of the Common Elements of the Condominiums. Certain sections of the parking spaces are covered parking with the use of particular covered spaces and several uncovered spaces permanently assigned to specific Units, the Owners of which purchased such rights. As to all other uncovered parking spaces, their use shall be regulated by the Association under uniform rules and regulations adopted from time to time by the Board of Directors. In no event may there be more than one assigned parking space (whether covered or open) per Unit.

5.5 Limited Common Elements. Limited Common Elements means those Common Elements which are reserved for the use of a certain Unit to the exclusion of all other Units, as specified herein.

5.5.1 First Floor Storage Lockers (Each Unit is assigned a storage locker in one of the two areas depicted as "Storage" on the Plat attached hereto as Exhibit "B").

5.5.2 Second Floor Storage Lockers (Each Unit is assigned a storage locker in one of the two areas depicted as "Storage" on the Plat attached hereto as Exhibit "B").

6. ASSOCIATION

6.1 Authority. The Operation and administration of the Condominium shall be by SAN RAMON ASSOCIATION, INC., a not for Profit Corporation.

6.2 Powers and Duties. In addition to the powers and duties of the Association elsewhere set forth in this Declaration, the Articles of Incorporation, Bylaws, the Condominium Act, and Chapter 617, Florida Statutes (herein, the "Not-for-Profit Corporation Act") or adopted by reference, the Association, through the Board of Directors, shall have the right to adopt and enforce uniform Rules and Regulations concerning the Common Elements, Limited Common

Elements, and Units; provided, however that such Rules and Regulations shall not be contrary to the provisions of this Declaration of Condominium, the Articles of Incorporation or Bylaws of the Association.

In the event of an alleged failure by any officers or directors of the Association in carrying out their obligations under this Declaration of Condominium, the Articles of Incorporation or Bylaws of the Association or the Condominium Law of the State of Florida, then in that event any adversely affected Member shall notify the defaulting officer or director, as the case may be, and in all events the Board of Directors, in writing, of such default, and shall extend a thirty (30) day period from the date of delivery of such notice to cure such alleged failure prior to instituting any legal action concerning the same.

6.3 Membership. Each Unit Owner shall automatically be a Member of the Association, and said membership shall terminate when he or she no longer owns a Unit in the Condominium or any interest therein, as more particularly set forth in the Articles of Incorporation and Association Bylaws. No Unit Owner, except as an officer of the Association, shall have any authority to act on behalf of the Association. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Owner's Unit.

7. VOTING

Each Condominium Unit shall be entitled to one (1) vote at meetings of the Association's Membership. The Bylaws shall provide the manner of exercising voting rights.

8. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance, repair and replacement of the Condominium Property, and restrictions upon the alteration and Improvements thereof, shall be as follows:

8.1 By the Association. The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements and the Association Property.

8.1.1 Utilities. The Association's maintenance responsibility includes, without limitation; all electrical wires and conduits located outside the Unit and serving more than one Unit (except that portion to be maintained by a utility); plumbing fixtures and installations (including water pipes and sewer lines) located outside the Unit and serving more than one Unit; cable television and communication lines serving more than one Unit; installations located within a Unit but serving another Unit; or installations located outside the Unit for the furnishing of utilities to more than one Unit or the Common Elements.

8.1.2 Drywall and Interiors. The Association shall be responsible for the maintenance and repair of the drywall constituting the Common Elements. However, if damage to drywall on a Unit interior is caused by actions or negligence of the Unit Owner, his Tenants, Guests or invitees, the Owner shall be responsible for maintenance and repair. Decorations of such surfaces (including but not limited to paint, wallpapering, paneling, etc.) are the sole responsibility of the Unit Owner. The Association's maintenance responsibility does not include interior non-load bearing partitions, electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing and mechanical installations located within the Unit or serving only that Unit.

8.1.3 Incidental Damage. If, in connection with the discharge of its maintenance and repair responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property, which the Unit Owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling,

etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality.

8.1.4 Sewage Pipes. To maintain and replace all sewage pipes located on the Common Elements. The Unit Owner is responsible for the costs of remediating sewage pipe blockages or back-ups if located in a portion of the sewage pipe that services only the Owner's Unit.

8.2 By the Unit Owners. The Unit Owner's maintenance responsibility shall be as follows:

8.2.1 All Portions of Unit. To maintain, repair and replace, at the Owner's sole expense, all portions of the Unit including but not limited to the following:

8.2.2 Interior Portions of Unit. To maintain, repair and replace all interior partitions and walls, and all walls, ceilings and floor interior surfaces, paint, finish, wall paper, decorating and furnishings and the structural framing related thereto (assuming non-load bearing).

8.2.3 Doors. To maintain, repair and replace all exterior and interior doors. The Unit Owner shall also be responsible for cleaning the exterior surface of the Unit entry door, and the repair and replacement of the door, and all locks and hardware thereof, all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit. No Unit entry door shall be replaced without the prior written approval of the Board of Directors. Furthermore, the Unit Owner shall at his own expense maintain, repair and replace, when necessary, all screening and framing within the Owner's Unit and within the Unit's perimeter walls. The Association shall adopt or has adopted, by Board resolution, specifications for the front door and screen door of the Unit. Such specifications shall include color, style and other factors deemed relevant by the Board and all specifications adopted by the Board shall comply with the applicable building code. The Association shall be solely responsible for the painting of Unit entry doors and assigned storage unit doors. Unit Owners shall not paint Unit entry doors. All exterior door maintenance and replacement shall be in compliance with all existing State and County building codes.

8.2.4 Windows. The Unit Owner shall maintain the windows of a Unit, including the window frame and encasement, glass breakage, the exterior caulking, and painting if needed. The Unit Owner shall be responsible for interior window locking and opening mechanisms, interior caulking (if necessary or desired), screens and the window sills. Window replacements due to breakage must be the same style, quality and manufacturer as other windows in the Unit, if possible. Such replacements must be approved by the Board and can be done so on an emergency basis. All window maintenance and replacement shall be in compliance with all existing State and County building codes.

8.2.5 Heating and Air Conditioning Equipment. To maintain, repair and replace all portions of the heating and air conditioning equipment (including, without limitation, compressors, ducts, air handlers, condensate lines, pans) and utility installations and connections serving an individual Unit, no matter where located.

8.2.6 Screens and Sliding Glass Doors. To maintain, repair and replace window screens, screen doors or porch screens (including hardware and framing); sliding glass doors and the structural and physical components thereof, including without limitation trim and caulking whether located within the Unit. All sliding glass door maintenance and replacement shall be in compliance with all existing building codes.

8.2.7 Electrical Systems. To maintain, repair and replace all electrical facilities, wires, fixtures and equipment located within a Unit or exclusively serving a Unit. Unit Owners will be individually responsible for the maintenance, repair and replacement of the electrical system and electrical distribution systems within their own Unit from and including the circuit breaker load center applicable and serving the Unit inward; that is to say, in respect to all distributor lines servicing only the Unit and outlets within the Unit. The Unit Owner is responsible for the electrical wiring

exclusively serving a Unit that runs from the electrical meter to the junction point where said wiring breaches the Unit boundary.

8.2.8 Shower Drain, Pan, Fittings, Faucets, Devices, etc. To maintain, repair and replace all shower drain and shower pans, fittings, faucets, devices, and all components exclusively serving the Unit.

8.2.9 Appliances, Items, Furniture and Dryer Vents. To maintain, repair and replace all stoves, refrigerators, fans, water heaters, and other appliances and equipment, all built-in shelves, cabinets, counters, storage areas, closets, and all furniture, furnishings and personal property contained within a Unit, and dryer vents to the point of termination (even if exterior to the Unit), and all other facilities or fixtures located or contained entirely within a Unit which serve only that Unit.

8.2.10 Hurricane Storm Shutters and Protection. To maintain, repair and replace hurricane storm shutters and hurricane protection.

8.2.11 Additional Unit Owner Obligations. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to Unit roofs; removal, modification or relocation of any interior load bearing partitions, or walls; relocation of utility plumbing or electrical lines or fixtures that serve more than one (1) Unit; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Unit Owner is also required to obtain the prior written approval of the Board of Directors for any project that affects or could affect the Common Elements, such as electrical or plumbing repairs or changes that could go beyond the perimeter of the Unit. For these jobs, qualified Florida licensed contractors with adequate insurance are required to be utilized to protect the Association's interests.

8.2.12 Non-Disturbance and Incidental Damage. The Unit Owner shall perform all non-emergency maintenance, repair and replacement without disturbing the rights of other Unit Owners or the Association. Unit Owners should endeavor to complete non-emergency repairs, maintenance, and replacement during the months of May through September if said repairs will involve any excessive noise or disturbance to other Unit Owners. The Unit Owner shall be responsible for promptly repairing any incidental damage the Owner, its agent or contractor, causes to the Condominium Property, another Unit or to the Common Elements while maintaining or repairing the Owner's Unit. Furthermore, the Unit Owner must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit or the Common Elements, and shall be responsible for any damages caused by his willful, careless or negligent failure to act.

8.2.13 Failure to Maintain and Repair a Unit. In the event the Owner of a Unit fails or refuses to properly maintain, repair or replace any portion of the Unit or Limited Common Elements as required by this Declaration within a reasonable time, the Board of Directors shall have the right to proceed in a court of equity or in arbitration to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorney's fees, including appellate attorney's fees. Additionally, the Board shall have the right to undertake such maintenance, repair or replacement and charge the Unit Owner and the Unit for the necessary sums to make necessary repairs, improvements or corrections. After reasonable advanced written notice, the Board shall have the right for its agents or employees to enter a Unit, perform the necessary work and collect the amount due from the Unit Owner. The amount shall be due and payable within thirty (30) days after written notice of the Assessment is provided to the Unit Owner. If such charge remains unpaid after said thirty (30) day time period, the Association may proceed to collect such Assessment via a common law lien.

8.2.14 Owner Caused Damage. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his or her intentional act, omission, negligence, or gross negligence, or by that of any Member of his Family or his or her or their Guests, employees, contractors, agents, or lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents, Rules and Regulations, or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions.

8.2.15 Irrevocable Right of Access to Units. As more fully provided in Section 718.111(5), Florida Statutes, the Association, its agents, contractors and 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 inspection, maintenance, repair or replacement of the Common Elements or any portion of the Unit for which the Association is responsible, or as necessary to prevent damage to the Common Elements or to a Unit or Units. The Association shall have the right to access a Unit at any time in the event of an emergency that endangers or appears to endanger the safety of Occupants or their property or to provide pest control services to the Unit. In the case of any emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager or managing agent, shall have the right to enter such Unit for the purpose of remediating or abating the cause of said emergency, and such right of entry shall be immediate. To facilitate entry in an event of any such emergency, the Owner of each Unit shall deposit under the control of the Board of Directors of the Association, a key or keypad access to such Unit.

Unit Owners are required to contract with an individual or company to check their Unit on a weekly basis when the Unit is going to be unoccupied for fourteen (14) or more days. These checks should include but are not limited to inspection of all water lines, the hot water heater, toilets, air conditioning units and condensate lines, and all electrical appliances. Unit Owners are required to turn off the main water control to the Unit if the Unit will be unoccupied for more than seven (7) days.

8.2.16 Unit Modifications or Alterations. No Unit Owner may make or permit the making of any improvements, modifications or alterations to any portion of his Unit visible from the exterior, or in any manner change the appearance of any portion of the Condominium visible from the exterior, or make any structural change within the Unit interior without first obtaining the written consent of the Board of Directors. The Unit Owner must submit the request to make the proposed improvements, modifications, or alterations on an Architectural Review Committee Form (ARC Form) promulgated by the Association. Said ARC Form can be obtained from the Association Management Company. Consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" alterations include, but are not limited to: relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing Fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing or visible from the exterior. Replacement of cabinetry, appliances, fixtures, etc., with substantially equivalent installation, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above. No Unit Owner may alter the landscaping of the Common Elements in any way without prior Board approval.

The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take in to account uniformity of appearance, compatibility with architecture in the Condominium and Community, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by a majority of the Unit Owners, regardless of the cost or expense of such addition or alteration. If any Unit Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the building or create a nuisance or disturbance to neighboring Units.

All Board approved modifications and alterations on a non-emergency nature should be scheduled to be completed during the months of May through September.

8.3 Material Alterations by the Association. The Association, through its Board of Directors, may materially alter, add or improve the Common Elements or Association Property; provided that any expenditure, except as noted below, for a material alteration, addition or improvement in excess of Ten Thousand Dollars (\$10,000.00) shall require the prior approval of the Owners of a majority of all Units. Unit Owner approval shall not be required for expenditures related to maintenance, repair, replacement, preventative maintenance, compliance with valid governmental orders, insurance requirements, or for security measures necessitated by conditions or events.

8.3.1 Owner Alteration of Common Elements. No Unit Owner shall make any alteration or improvement to the Common Elements, the portions of the Improvements of the Condominium which are to be maintained, repaired or replaced by the Association or remove any portion thereof, or make any addition thereto, or impair any easement, unless he or she has first obtained approval in writing of the Board of Directors of the Association. If said Owner has received the above approval, then the Unit Owner may make such alteration or improvement at his or her sole and personal expense, provided all work shall be done without disturbing the rights of other Unit Owners; and provided that all alterations and improvements shall be in compliance with all existing building codes; and no alterations shall cause any increase in any insurance premium to be paid by the Association.

8.3.1.1 Additional Unit Owner Responsibility for Alterations and Additions. The Unit Owner shall be financially responsible for the insurance, maintenance, repair, care and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Elements made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for charges of equal value to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and re-install said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

9. INSURANCE, REPAIR AND REBUILDING

9.1 Owner's Insurance Responsibility. Each Unit Owner should obtain and maintain a policy of homeowners insurance on all personal property located within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, windows and doors, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment

components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit, and any other item excluded from Association insurance coverage pursuant to Section 718.111(11) Florida Statutes, as amended from time to time. The Association shall not insure any of the above-referenced items excluded by Section 718.111(11) Florida Statutes, as amended from time to time. Such property and any insurance thereupon is the responsibility of the Unit Owner. However, the Association shall have the right to assume part or all of the maintenance of the various Units as determined by the Association's Board of Directors from time to time. Risk of loss or of damage to any furniture, furnishings, personal effects or other personal property of a Unit Owner, Guest, Tenant, Occupant, licensee or invitee, stored or maintained in a Unit or on the Common Elements shall be borne by the Unit Owner. Such Unit Owner may at the Owner's expense obtain insurance coverage for loss or damage to such personal property.

9.2 Association's Insurance Responsibility. The Association, as agent for and on behalf of the Unit Owners and their respective mortgagees, shall procure, maintain and pay for as part of the Common Expense the following insurance, to-wit:

A. Property insurance providing primary coverage for: all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications and all alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2), Florida Statutes. The property insurance shall cover all Common Elements, all buildings' structural elements, common plumbing, common electrical, common telephone, and common video/cable elements.

Insurance, exclusive of demolition, excavation and foundation costs, will be to an adequate amount as determined by the Association Board. In its determination and as required by the Condominium Act, the Board will from time to time obtain independent property appraisals, and will balance in prudent fashion insurance coverage, insurance costs, and deductibles. The Association's Board of Directors shall have full authority as agent for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgage endorsements covering their respective interests.

B. General liability insurance covering all Common Elements, all buildings' structural elements, common plumbing, electrical, telephone, and common video/cable elements in such amounts and in such form as required by the Association to protect the Association and Unit Owners.

C. Worker's Compensation Insurance to meet the requirements of law.

D. Directors and Officers liability coverage and such other insurance coverage as the Board of Directors of the Association in its discretion may determine from time to time to be in the best interests of the Association and Unit Owners.

E. Fidelity Bonds: The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes, for each person, whether or not a Director, who controls or disburses Association funds, and the President, Secretary and Treasurer.

F. Flood insurance in an amount not less than the lesser of (i) the maximum coverage available at subsidized rates under the National Flood Insurance Program for all Buildings and other insurable property within the Condominium located within the special flood hazard area, or, (ii) One Hundred Percent (100%) of current replacement cost thereof.

G. Wind Insurance.

H. Miscellaneous: Any insurance the Board of Directors determines is necessary for the administration and operation of the Association.

All insurance policies covering the buildings and Common Elements of the Condominium Property shall provide for the insurance proceeds covering any loss to be payable to the Association, and the same shall be received and held by the Association for the benefit of the Owners of the Units involved and their respective mortgagees as their interests may appear and shall be used, applied or distributed in the manner hereinafter provided. The Association is hereby declared to be appointed as authorized agent for all Owners of Units for the purpose of negotiating or agreeing to a settlement as to the value or extent of any loss which may be covered under such insurance policy and is granted the full right and authority to execute in the favor of any insurer a release of liability arising out of any occurrence covered by any policy procured by the Association pursuant to the foregoing. The Association shall furnish proof of insurance to holders of mortgages on any of the Units, if requested.

In the event of destruction, either partial or substantial, of a Unit, the Owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair or rebuilding of such Unit within a reasonable period of time from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the Owner of said Unit and/or the Association as may be required and to be received by the Association and/or the institutional mortgagee of said Unit as then agreed upon and held in escrow to apply to and assure the prompt payment of the cost of such repair and rebuilding. In the event that the Owner of an affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in the Owner's name and stead to cause the same to be commenced and diligently prosecuted at the Owner's sole cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding.

In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the Owner of said Unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of said Owner and to the extent of such payment, the Association shall be entitled to a lien on the Owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of Assessments by the Condominium Act of the State of Florida, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting Owner all costs of collection, including a reasonable attorney's fee.

In the event of substantial destruction of a whole building (more than seventy-five (75%) per cent of the Units substantially destroyed), the Owners of the Units in the Condominium shall meet on not less than fourteen (14) days' notice and, under the procedure used by the Association for the calling and conduct of membership meetings, shall vote to determine whether said building shall be rebuilt or whether the insurance proceeds, if any, shall be accepted and apportioned among the Owners of Units in the destroyed building, or the lands sold, or some other alternative followed, provided however, that said Owners shall be under an obligation to rebuild said building unless ninety (90%) per cent out of a possible one hundred (100%) per cent of the votes are for some other alternative.

In the event that the other alternative is the sale of the Condominium Property and is properly voted upon then each Unit in the destroyed building is hereby obligated to be conveyed to any purchaser offering to purchase the destroyed building acceptable to fifty (50%) per cent or more of the Units in said building, and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the destroyed building, shall be divided among the Owners of Units in said destroyed building, according to the respective values of the Units owned by them. If all the Units are the subject matter of one hazard policy or related policies all issued by one company, the proportionate insurable values revealed by such policy or policies shall be conclusive as to apportionment of proceeds. Otherwise, the respective proportionate values as revealed by the Tax Assessor's Rolls of the County of Sarasota shall be used for apportioning proceeds. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit being damaged or destroyed, but the whole building not being substantially destroyed, such apportionment

shall be made by the Association based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the insurance company or companies making the settlement.

9.3 If commercially reasonable, all insurance policies upon the Condominium Property shall be purchased by the Association and the named insured shall be the Association, individually, and for the use and benefit of the Unit Owners, naming them and their mortgagees, as their interests may appear. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners.

9.4 If commercially reasonable, the casualty policy shall contain a waiver of the right of subrogation against Unit Owners individually, a provision that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of the Unit Owners collectively and a provision that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

9.5 Automatic Amendment. This Paragraph 9 shall be deemed to be automatically amended as necessary to be consistent with the provisions of Section 718.111(11), Florida Statutes, as it currently exists and as it may be subsequently amended from time to time in the future.

10. USE RESTRICTIONS

In order to provide for the congenial and harmonious use and occupancy of the Condominium Property and to better protect the value of the Units, the use and occupancy of the Condominium Property and each Unit shall be in accordance with the following provisions as long as the Condominium shall exist:

10.1 Residential Use. Each Condominium Unit shall be used exclusively as a single family residential dwelling. A two (2) bedroom Unit shall not be occupied by more than six (6) persons, and a three (3) bedroom Unit shall not be occupied by more than eight (8) persons, regardless of their ages. Nothing herein shall be applied or construed to permit discrimination based on familial status, handicap, or other protected classification under the applicable Fair Housing laws. No business, hobby or trade that involves the sale of goods or services (including but not limited to garage sales and yard sales) shall be permitted thereon or therein.

10.2 Improvements/Alterations. No structural alterations or changes shall be made to the Unit without prior approval of the Board of Directors of the Association. Units shall not be combined.

10.3 Subdivide Unit. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

10.4 Temporary Guests. A Guest can stay in a Unit for a period less than thirty (30) days in any calendar year. Any Guest who will exceed or exceeds the less than thirty (30) day time limit will be considered a Tenant and is subject to the leasing requirements and approval requirements noted elsewhere in this Declaration, including the completion of a criminal background check.

The Board of Directors shall have the authority to approve all Guests. A Guest application shall be completed by the Unit Owner for all Guests and submitted to the Association for approval. All Guest applications should be submitted to the Association management company at least twenty-five (25) days prior to the commencement of the use of the Unit by the proposed Guest. The Board of Directors shall have the authority to promulgate or use a Guest application and require such other information from the Unit Owner regarding the Guest as the Board of Directors deems appropriate under the circumstances. The Board of Directors may disapprove a Guest who has previously violated the Condominium Documents, or has engaged in any of the activity enumerated in Article 11.14 of this Declaration. The Board of Directors shall have the authority to appoint one (1) member of the Board to review and approve Guest applications as they are received. Said applications that are approved will then be retroactively approved by the entire

Board at the next scheduled Board Meeting. Unit Owners shall not allow any person to utilize the Unit Owner's Unit who has previously violated the Condominium Documents, or has engaged in any of the activity enumerated in Article 11.14 of this Declaration.

The Association may require any Guest or Tenant who continues to violate a restriction or rule, after written warning, to permanently leave the Condominium Property. The Unit Owner shall be held responsible for any damage to the Common Elements committed by the Owner, the Owner's Tenants, the Unit Owner's Occupants, the Unit Owner's Family, invitees, contractors, licensees, or Guests and shall be responsible for ensuring that the Owner's Tenants, Unit Owner's Family, Occupants, invitees, contractors, licensees or Guests comply with the Condominium Documents and the Association's Rules and Regulations.

10.5 Interference. Occupants of Units shall not suffer, permit, or maintain in their premises loud noises or obnoxious odors, nor otherwise interfere with the rights of other Unit Owners or residents. No use or practice shall be permitted which is a source of nuisance, unreasonable annoyance to residents or other Occupants or Units or which interferes with the peaceful possession or proper use of the Condominium Property in the opinion of the Association's Board of Directors. All parts of the Condominium Property, including the Units, shall be kept in a clean and sanitary condition. No trash, rubbish, refuse or garbage shall be allowed to accumulate in places other than the receptacles provided therefor, and each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition.

10.6 Partition. No Condominium Parcel or Unit shall be divided or subdivided or severed from the realty, nor shall any Unit be subject to partition in any court of law, and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such an action.

10.7 Hazards. No Unit Owner, Tenant or resident shall permit or suffer anything to be done or kept in the Owner's Unit which could be a health, safety or fire hazard or which will increase insurance rates on the Owner's Unit or on the Common Elements in the opinion of the Board of Directors.

10.8 Signs. A Unit Owner and/or Tenant may attach on the mantel or frame of the primary entrance/egress door of the unit a religious object not to exceed three (3) inches wide, six (6) inches high, and one and a half (1.5) inches deep, or as permitted pursuant to Florida law.

10.9 Seasonal Door Decorations. Seasonal door decorations may be displayed on the front door of the Unit and in the windows of a Unit.

10.10 Flags. The U.S. flag and U.S. military service flags may be displayed in accordance with Section 718, Florida Statutes, on a Unit in a respectful way and in the manner allowed by law.

10.11 Rules and Regulations. Reasonable and uniform Rules and Regulations concerning the Units and the Condominium Property may be made and amended from time to time by the Association's Board of Directors. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and Occupants of the Condominium upon request. The Unit Owners, Owner's Family, Tenants, contractors, invitees, Guests, residents and Occupants shall abide by the Condominium Documents and the Association's Rules and Regulations. The Association may require any Guest, Occupant or Tenant who continues to violate a Rule or Regulation, after warning to the Guest, Occupant or Tenant, to leave the Condominium Property.

10.12 Television and Other Outdoor Antennae. All exterior antennas are subject to the Rules and Regulations adopted by the Board of Directors, and such Rules and Regulations shall be consistent with the applicable regulations of the Federal Communications Commission.

10.13 Pets. Pets are prohibited from living in a Unit, visiting a Unit or being on or in the Common Elements at any time. The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals.

10.14 Parking. Unless permitted by uniform Rules and Regulations promulgated by the Board of Directors of the Association, no person shall keep or park on the Common Elements any trailer, camper, boat, truck, or commercial vehicle.

It is intended that the only vehicles permitted to be kept on the Condominium Property by Unit Owners, their Guests, Occupants, Tenants, licensees, invitees or assignees will be customary private passenger vehicles. A "customary private passenger private automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two (2) doors or four (4) doors on a sedan, hatchback or convertible and shall also include station wagons, vans, minivans and pick-up trucks which do not exceed twenty-two (22) feet in length, and utility vehicles, such as Ford Explorer, Chevrolet Blazer, Jeep and similar vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height or adding, off-road tires, roll bars or similar equipment.

Motor bikes or motorcycles may be parked or kept on Condominium Property if parked in the Owners' assigned space or in an approved guest space. If a motor bike or motorcycle is parking in the Owners' assigned space, it must be the only vehicle parked there and may not be parked beside, in front or, or behind another vehicle.

The following motor vehicles shall be prohibited from parking on the Condominium Property except as noted below: pick-up trucks that exceed twenty-two (22') feet in length, boats, campers, recreational vehicles, trailers, motor homes, and mobile homes. Trucks are described as "motor vehicle designed or used principally for the carriage of goods." This also includes a motor vehicle to which has been added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger. Recreational vehicle described as a vehicle having either a kitchen or bathroom facility.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in a parking area during the time they are actually servicing a home, but in no event overnight; (2) boats, trailers, pick-up trucks of greater than twenty-two feet (22'), commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Unit Owner's home during day light hours while actively being loaded or unloaded, but in no event parked overnight. This restriction shall not preclude the Association from assigning an area for parking and storage of the trailers, campers, and other prohibited vehicles mentioned above. All vehicles parked in the Common Element parking lot, whether under the parking canopy or not, must be roadworthy at all times, with current registration and insurance as mandated by Florida law.

This restriction shall not preclude the Association from assigning an area for the placement of a POD or dumpster on a temporary basis while construction is being completed on a Unit and/or movement in or out of a Unit is taking place.

10.15 Storage. No person shall permit or store anything outside the Unit except in the Limited Common Element storage locker assigned to the Unit.

10.16 Laws. No improper, offensive or unlawful use shall be made of the Condominium Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental, bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.17 Hurricane Shutters. As provided in Section 718.113(5), Florida Statutes the following shall serve as the Association's hurricane shutter specifications. These specifications apply to the installation and deployment of

hurricane shutters and all other protective hurricane systems on the individual Units and the Common Elements. All hurricane shutters and protection must fully comply with the applicable portions of the Florida Building Code. These specifications are applicable to all buildings located on the Condominium property.

10.17.1 Installation and Deployment of Hurricane Shutters and Other Protective Systems - Approved systems. Owners and residents may deploy approved hurricane shutters and other approved hurricane protective systems at any time during the year; provided that such deployment does not violate this Policy, the Florida Building Code or applicable zoning provision. Owners that have an approved hurricane shutter system must deploy said system within 24 hours of the National Weather Service reporting and or predicting tropical force winds or greater for Lee, Charlotte, Sarasota, or Manatee Counties. Only qualified and licensed contractors and/or professionals shall be permitted to install approved hurricane shutters and other approved hurricane protective systems. The following are approved hurricane shutters and approved hurricane protective systems:

10.17.1.1.1 Roll Down and Accordion Shutters. Screens, windows and other glass openings may be protected using manual/motorized roll-down or accordion type shutters. The roll-down or accordion type shutters must be painted to match the main exterior wall paint color. The installation brackets and other required installation hardware must be painted to match the main exterior wall paint color and may be left installed on a permanent basis.

10.17.1.1.2 Wood Panels. Wood, plywood and wood-composite hurricane shutters are strictly prohibited.

10.17.1.2 Any hurricane shutters and/or approved hurricane protective system that is already installed on the individual Units and/or the Common Elements at the time of the recording of this Amended and Restated Declaration of Condominium shall be grandfathered and it shall not be necessary to replace such hurricane shutters and approved hurricane protective systems. If a Unit Owner wishes to use any other product or material, application must be made by submitting an ARC Form to the Board of Directors.

10.18 Exterior Articles. Except as otherwise provided herein, no wires, clothes lines, hangers or drying facilities shall be maintained or permitted on the exterior of any Unit, the Common Elements, nor the Limited Common Elements. Notwithstanding the foregoing, freestanding drying racks may be placed and used on lanais but may not be affixed thereto. 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, door, or from railings of any lanai, stairway, or walkway.

11. ASSOCIATION APPROVAL OF UNIT LEASES

11.1 Leasing. Only the entire Unit may be leased. No Unit may be leased for a term of less than thirty (30) days. "Rent-sharing" and subleasing is prohibited. The Association's Board of Directors may refuse/prohibit re-leasing to a current or previous Tenant who has violated the Condominium Documents, did not show proper respect for the Condominium Property or other Condominium Occupants, or has engaged in any of the activity enumerated in Article 11.14 of this Declaration. No more than two (2) persons per bedroom may occupy a leased Unit at one time.

11.2 Board Right of Approval. The Board of Directors shall have the authority to approve all Tenants, Occupants, and leases and renewals or extensions thereof. The Board of Directors shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Occupants as the Board of Directors deems appropriate under the circumstances. The Board of Directors may refuse/prohibit leasing to a prospective and/or current Tenant, or Occupant who has violated the Condominium Documents, or has engaged in any of the activity enumerated in Article 11.14 of this Declaration. If the Association disapproves a

prospective Tenant, Occupant, and/or lease for "good cause" as set forth in Article 11.14, the Association shall have no duty to furnish an alternative lessee and/or lease, and the lease shall not be made.

11.3 Background Check. The Association may conduct a background check on prospective Tenants and all proposed Occupants of a Unit during a lease.

11.4 Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a Unit Owner shall apply to the Association for approval of such Tenant and lease. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed Tenant and lease within thirty (30) days after receipt of a complete application for lease on any prescribed form, completed with all required information, application fee, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within that timeframe shall be deemed to constitute approval.

11.5 The Unit Owner or the intended Tenant shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective Tenant shall make himself or herself available for a personal interview, if desired by the Board of Directors, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the Tenant with a copy of all Condominium Documents of the Association.

11.6 Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Unit Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee pursuant to Chapter 83, Florida Statutes, or take any other action that the Unit Owner, as landlord, may take regarding the lessee. The Unit Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

11.7 The Association has a right to require, as a condition to permitting the leasing of a Unit, the depositing with the Association of a security deposit in an amount not to exceed the equivalent of one (1) month's rent, which may be placed by the Association in an account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses associated with the wrongful acts of the lessee or his invitees, including but not limited to damage to the Common Elements and the Association property.

11.8 Tenant Conduct, Remedies. If a Tenant or Occupant refuses or fails to abide by the Condominium Documents, the Unit Owners(s) shall be responsible for the conduct of the Tenant and Occupant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant and or any Occupant. The Unit Owner shall have the duty to bring his or her Tenant and or any Occupant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings. If the Unit Owner fails or refuses to bring the conduct of the Tenant into compliance with the Condominium Documents, the Association shall have the authority to act as the irrevocable agent of the Unit Owner to undertake whatever action is necessary to abate the Tenant and or any Occupants noncompliance, including without limitation the right to institute an action for eviction pursuant to Chapter 83, Florida Statutes, against the Tenant or Occupant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien on the Unit in the same manner as Assessments for Common Expenses.

11.9 Assignment of Rent. In order to ensure a timely and complete payment of all Assessments, all Unit Owners leasing their Units irrevocably assign to the Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Director's requests a

Unit Owner to do so the Unit Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing his or her Unit.

11.10 Application of Rents. All rents collected by the Association from a Tenant or Unit Owner from this assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to the delinquent Assessment until all funds owed the Association are paid in full. Any funds that may be collected by the Association in excess of a Unit Owner's obligation shall be remitted to the Unit Owner by the Association within a reasonable amount of time.

11.11 Association as Agent. Each Unit Owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the Tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit Owner under applicable landlord/Tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

11.12 Transfer Fees. The Association may require the payment of a preset transfer fee simultaneously with the giving of notice of intention to lease, said transfer fee to be set by the Board of Directors from time to time and shall be in conformance with applicable law. However, no transfer fee shall be required if the Tenant is a returning Tenant that left on satisfactory terms or if the lease is a renewal of a previous lease with the same Tenant or Tenants.

11.13 Disapproval of Tenant, Occupant, or Lease. Disapproval by Board of Directors. The Board of Directors may disapprove a Tenant, occupant, and/or lease of a Unit for any of the following reasons which shall constitute "good cause" for disapproval:

11.13.1 The application for approval on its face, or subsequent investigation thereof, indicates that any person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

11.13.2 Any person seeking approval (which shall include all proposed Tenants and occupants) has been convicted of misdemeanor or a felony involving physical violence towards a child and/or adult, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, murder, or who is registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

11.13.3 The Unit Owner allows a prospective Tenant or occupant to take possession of the Unit prior to approval by the Association as provided for herein.

11.13.4 Any person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this Condominium as a Tenant, Unit Owner, guest, or occupant of a Unit.

11.13.5 Any person seeking approval failed or refused to provide the information, fees or appearance required to process the application in a timely manner.

11.13.6 Any person seeking approval provided false information on the application.

11.13.7 All Assessments, fines and other charges against the Unit or the Unit Owner have not been paid in full; provided however, the Association may grant approval subject to payment in full as a condition of the approval.

11.14 If the Association disapproves a prospective Tenant, Occupant, or lease for "good cause" as set forth above, the Association shall have no duty to furnish an alternative Tenant, occupant, lease, or lessee, and the transaction shall

not be made.

11.15 Unauthorized Transactions. Any lease and/or tenancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to evict the Tenant, or Occupant pursuant to Chapter 83, Florida Statutes, and/or commence an action to set aside such transaction. In either event the Unit Owner violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

12. ASSOCIATION APPROVAL OF SALE OR TRANSFER OF A UNIT

12.1 Approval of Sale or Transfer of a Unit. The approval of the Association that is required for the sale, transfer of ownership, or occupancy of a Unit shall be obtained in the following manner:

12.1.1 Sale or Other Transfer. No Unit Owner may dispose of the Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

12.1.2 Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Any gift recipient including any member of a Unit Owner's Family that has engaged in any of the activity enumerated in Article 12.3 of this Declaration can be denied approval.

12.1.3 Devise or Inheritance. If any Unit Owner acquires his or her title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. His right to occupy or use the Unit shall also be subject to the approval of the Board of Directors. Any Unit Owner including a spouse or child that acquires his/her title by devise or inheritance that has engaged in any of the activity enumerated in Article 12.3 of this Declaration can be denied approval.

12.1.4 Transfers to Trusts. Any person who is the recipient of use or occupancy rights arising from a trust agreement, or a transfer to a trust that has engaged in any of the activity enumerated in Article 12.3 of this Declaration can be denied approval.

12.1.5 Other Transfers. If any Unit Owner shall acquire his or her title by any manner not considered in the foregoing subsections, the continuance of his ownership or use of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors. Any Unit Owner that has acquired his title by any manner not considered in the foregoing subsections that has engaged in any of the activity enumerated in Article 12.3 of this Declaration can be denied approval.

12.2 Approval by Association.

12.2.1 Any prospective Unit Owner, transferee, or Occupant of a Unit shall make himself or herself available for a personal interview, if desired, by the Board, prior to approval of such sale, transfer, or occupancy. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, application fee, and the holding of a personal interview, whichever date occurs last, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form.

12.2.2 Notice to Board of Directors and to Other Unit Owners.

12.2.2.1 Sale. A Unit Owner intending to make a bona fide sale of his or her Unit or any interest in it shall give to the Board of Directors and to any other Owner of such Unit written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the un-redacted purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of the purchaser(s) and all proposed Unit occupants.

12.2.2.2 Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has or it is contemplated will obtain his or her title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the intent to acquire and/or has acquired his or her title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require as provided herein, and a certified copy of the instrument evidencing the owner's title. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of any transferee, devisee, trust beneficiary, purchaser(s) and all proposed Unit occupants.

12.2.2.3 Failure to Give Notice. If the above required notice to the Board of Directors and to any other Owner of such Unit is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

12.2.3 Certificate of Approval.

12.2.3.1 Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board, and criminal background check, the Board must either approve or disapprove the proposed transaction.

12.2.3.2 Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board, including a personal interview if requested by the Board, and criminal background check, must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

12.2.3.3 Approval of Occupant. If a Unit Owner or purchaser is a corporation, partnership, trust, limited liability company, or some other entity, the approval of ownership by the corporation, partnership, trust, or other entity shall be conditioned upon approval of a Primary Occupant, a personal interview with the Board and a criminal background check of the Primary Occupant. A Primary Occupant and any other proposed occupant that has engaged in any of the activity enumerated in Article 12.3 of this Declaration can be denied approval.

12.3 Disapproval by Board of Directors. The Board of Directors may disapprove any sale, transfer of ownership of a Unit, or occupancy of a Unit, for the following reasons which shall constitute "good cause" for disapproval:

12.3.1 Any person seeking approval (which shall include all proposed Owners and Occupants) has been convicted of misdemeanor or a felony involving physical violence towards a child and/or adult, murder, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, or who is

registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

12.3.2 If the Association disapproves a prospective sale, transfer, lease, or occupancy for "good cause" as set forth above, the Association shall have no duty to purchase the Unit or furnish an alternative purchaser, and the transaction shall not be made.

12.4 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title or leases (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.). The fee may not exceed the maximum permitted by law per transaction (currently \$100). The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

12.5 Unauthorized Transactions. Any sale, transfer, lease, or occupancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to set aside such transaction in either event the previous and current Unit Owner(s) violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

13. COMMON FACILITIES

The open space areas, road rights of way, walkways and recreational facilities (hereinafter referred to as common facilities) of SAN RAMON, A CONDOMINIUM are subject to use for their intended purposes by the Owners of Units in this Condominium. Further, all common facilities of this Condominium are subject to the easements shown on the Condominium Plats which are attached hereto as Exhibit "B".

14. ASSESSMENTS

The making and collection of Assessments against Unit Owners for the Common Expenses shall be pursuant to the Condominium Act, Association Bylaws, Articles of Incorporation and Declaration of Condominium, and is subject to the following provisions:

14.1 Share of Common Expenses. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and charges coming due while he/she is the Unit Owner. Except as provided in Section 718.116, Florida Statutes, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments, late fees, interest, fines and charges against the predecessor for his/her share of the charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee.

The liability for Assessments, accrued interest, late fees, fines or charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments, fines or charges are made. All payments on account shall be first applied to accrued interest, then to late charges, then to collection costs, then to attorney's fees incurred incident to collection and then to the Assessment payment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. The Board of Directors may waive or reduce interest, late fees, costs and its attorney's fees as it deems appropriate; however, the Board of Directors shall not waive or reduce Assessments.

14.2 Interest, Late Charges, and Application of Payments. Assessments, and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law (currently eighteen percent (18%) interest per annum and a late fee of five percent (5%) or Twenty-Five Dollars (\$25.00) whichever is greater). The Board may accelerate unpaid Assessments in the manner prescribed by law. Any bank transaction fees incurred by a Unit Owner are the responsibility of the Unit Owner. For Unit Owners who are more than ninety (90) days past due with the payment of a monetary obligation due to the Association, the Association is also authorized to suspend the right to use the Common Elements and suspend the voting rights of the Owner, until the Owner has brought the Owner's account current. All payments upon account shall be first credited to any interest and late charges, then to any collection costs and attorney's fees incurred incident to the collection effort and then to the Assessment payments first due. All interest and late charges collected shall be credited to the general expense account.

14.3 Lien for Assessments. The Association has a lien on each Condominium Unit for any unpaid Assessments or charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to community association management firms, incurred by the Association incident to the collection of the Assessment or charge or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Condominium Act, as amended from time to time. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) and may be added to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer, manager or other agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the Original Declaration of Condominium. Upon payment in full, the Condominium Unit is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or charges or without waiving any claim of lien.

The priority of the Association's lien and the obligation for payment of past due Assessments or charges in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Section 718.116, Florida Statutes, as subsequently amended from time to time.

14.4 Acceleration of Assessments. If any Assessment or installment thereon is not paid within fifteen (15) days after its due date, the Association may elect, upon ten (10) days written notice to the Unit Owner or his authorized agent to declare all Assessments and installments to become due during the remainder of the fiscal year due and payable in full (accelerated) and the Association shall have the right to foreclose its lien for all such sums as well as those previously delinquent.

14.5 Special Assessments. The Association's Board of Directors may levy special Assessments against the Unit Owners by a majority vote of the Board at a duly-noticed Board meeting. After such Board approval, such Special Assessment shall become effective and payment shall be due not less than thirty (30) days after notice thereof in such a manner as the Board of Directors may require, except in the event of an emergency in which case the Special Assessment may be due upon receipt by the Owner.

14.6 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. The notice will be given by mailing or delivering a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are

satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Condominium Act, as amended from time to time.

14.7 Attachment of Rental Income When Account is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, when monetary obligations of the Unit Owner to the Association are ninety (90) days or more delinquent, the Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from the Owner's Unit(s) to be paid directly to the Association until all outstanding Assessments, charges, fines, fees, late fees, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

14.8 Possession of Unit. Any person who acquires an ownership interest in a Unit, except First Mortgagees through foreclosure of first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

14.9 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association shall charge a fee in amount not to exceed the maximum amount allowed by law for providing such a certificate.

14.10 Lien for Charges. There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. For example, a lien for charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

14.11 Money Judgment. In addition to its other remedies provided herein and by the Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for unpaid Assessments and other monetary obligations due to the Association without waiving the lien securing the same. Interest shall accrue on all final judgments obtained by the Association at eighteen percent (18%) per annum.

14.12 Liens Against Common Elements and Contractor Liens. While the land and Improvements thereon remain subject to this Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Units. Labor performed on or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Contractor's Lien Law of the State of Florida against the Unit of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed on or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners are liable for Common Expenses.

15. REMEDIES FOR VIOLATIONS

15.1 Negligence. A Unit Owner shall be liable for any cost, expense, maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any Member of the Owner's Family, or his or their Guests, invitees, Occupants, employees, contractors, agents or Tenants. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner, any member of the Unit Owner's Family, or his or their Guests, employees, contractors, invitees, agents or Tenants.

15.2 Compliance and Default. Each Unit Owner, a member of the Unit Owner's Family, Tenant, resident, Occupant, Guest, contractor, employee and invitee shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations adopted by the Association's Board of Directors. Failure of a person to comply therewith shall entitle the Association or any Unit Owner or Owners to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

The Association shall arbitrate prior to litigation in such instances and manner as required by state law. Also, the Association Board of Directors may levy fines for enforcement of the Condominium Documents, Rules and Regulations after notice and/or opportunity for a hearing and subject to limits, as provided in the Association Bylaws and by Association Rule in accordance with the requirements of state law.

15.3 Costs and Attorney's Fees. In any proceeding arising out of an alleged failure or refusal of a Unit Owner to comply with the requirements of the Condominium Act, this Declaration, the exhibits attached hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable arbitration, mediation, pre-litigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

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

15.5 Tenant Conduct, Remedies. If a Tenant fails or refuses to abide by the Condominium Documents and Association Rules and Regulations, the Unit Owner(s) shall be responsible for the conduct of the Tenant and shall be subject to all remedies set forth in the Condominium Documents, Association Rules and Regulations and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his or her Tenant's conduct into compliance with the Condominium Documents and Association Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails or refuses to bring the conduct of the Tenant into compliance with the Condominium Documents and Association Rules and Regulations, the Association shall have the authority to act as the irrevocable agent of the Unit Owner to undertake whatever action is necessary to abate the Tenant's noncompliance, including without limitation the right to institute an action for eviction against the Tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a common law lien on the Unit. Each Owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the Tenant and all Occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit Owner under applicable landlord/Tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

15.6 Enforcement. The Association, its manager or other authorized persons are hereby empowered, but never required to enforce this Declaration of Condominium and the Bylaws and Rules and Regulations of the Association by such means as are provided by the Laws of the State of Florida, including but not limited to the filing imposition of a civil

lawsuit for monetary damages, declaratory relief, injunctive relief or a petition for arbitration. The Board of Directors of the Association shall use its reasonable business discretion, and is authorized to consult with and rely on the advice and opinions of its attorneys and other experts, when deciding whether it is in the best interests of the community to elect to enforce the Condominium Documents, the Association Rules and Regulations and Florida law.

16. AMENDMENTS OF DECLARATION

16.1 Proposal and Notice. An amendment to this Declaration may be proposed by the Board of Directors or by not less than thirty percent (30%) of the Association Membership. Notice of the text of a proposed amendment shall be included in or with the notice of the Members' meeting at which the proposed amendment will be considered.

16.2 Approval. This Declaration may be amended at any time by the affirmative vote of the Owners of two-thirds (2/3rds) of all of the Units of the Condominium.

16.3 Execution and Recording. A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association and attested by the Secretary of the Association, with the formality of a deed. The Certificate of Amendment must state that the Original Declaration of Condominium was recorded at Official Records Book 1611, Page 1605 *et seq.* of the Public Records of Sarasota County, Florida. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Record of Sarasota County, Florida.

16.4 Scrivener's Error or Omission. Notwithstanding anything forgoing to the contrary, in the event that an amendment to this Declaration of Condominium is required for the purpose of correcting a scrivener's error or omission, and such amendment shall not materially adversely affect any property rights of Unit Owners or Institutional Lenders, then such amendment may be effectuated by a majority of Units or by action of the Board of Directors; provided, however, that in the event the error corrected relates to the share of the Common Elements, Common Expenses or Common Surplus relative to a Unit, the Owners and mortgagees of such Unit shall join in the execution of the amendment. Such amendment shall, if passed and approved, be evidence in the Public Records in the same manner as amendments set forth above.

16.5 Institutional Lenders. Notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium Parcel or Parcels shall first be obtained before

16.5.1 The Condominium is terminated;

16.5.2 The reconstruction of the Unit or condominium Improvements after the substantial destruction thereof;

16.5.3 Any change in the percentage of ownership of the Common Elements or Common Surplus;

16.5.4 Any changes in the percentage of participation in the Common Expenses or Common Surplus.

Which said consent shall not be unreasonably withheld.

16.6 Automatic Amendment. Whenever Chapter 718, Florida Statutes, Chapters 607 or 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Declaration, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the eligible Voting Interests, may adopt by majority vote, amendments to the Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the Operation of the Association, all as amended from time to time.

17. TERMINATION

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as then existing. In no event shall termination of this Condominium affect any easement rights created hereunder for the benefit of adjacent land.

18. COVENANTS RUNNING WITH THE LAND

The provisions of this Declaration, the Articles of Incorporation, the Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein binding upon each and all of the Unit Owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws and the Rules and Regulations there under.

19. MISCELLANEOUS

19.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations shall not affect the remaining portions hereof.

19.2 Governing Law. The laws of the State of Florida shall govern any and all disputes or litigation involving, pertaining or relating to the Condominium or the Condominium Documents.

19.3 Conflicts. In the event of a conflict, the Condominium Documents shall govern in the following order: (1) Declaration of Condominium, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

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

19.5 Interpretation. The Association's Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits; Bylaws and Articles of Incorporation. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation is not unreasonable shall conclusively establish the validity of such interpretation.

19.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Operation of a Condominium.

19.7 Mold/Mildew. Mold occurs naturally in almost all-indoor environments. Mold spores may enter a condominium through open doorways, windows or other sources. The Unit Owner acknowledges that the Condominiums are located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

19.7.1 Disclaimer. The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income, diminution or loss of value of the Unit, economic

damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

19.8 Limited Common Element Decks and Balconies. Those Unit Owners identified herein shall be responsible for the maintenance, repair, replacement, care and preservation of the decks and balconies appurtenant to those Units identified herein. Replacement and alteration of the Limited Common Element decks and balconies identified herein shall be subject to Board approval, for consideration of features including color, style, uniformity of appearance and other factors deemed relevant by the Board. Those Unit Owners identified herein shall be responsible for any damage and or repair to the Common Elements necessitated by the maintenance, repair, replacement, care and preservation of the decks and balconies appurtenant to those Units identified herein.

19.8.1 South Side First Floor Decks (Units 102, 103, and 104).

19.8.2 South Side Second Floor Balconies (Units 202, 203, and 204).

19.8.3 West Side First Floor Decks (Units 105, 106, 107, 108, 109 and 110).

19.8.4 West Side Second Floor Balconies (Units 205, 206, 207, 208, 209 and 210).

This instrument prepared by:
Robert L. Moore
Attorney at Law
P.O. Box 1767
Venice, FL 34284-1767

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006120080 51 PGS
2006 JUN 30 11:06 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#802334

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF



SAN RAMON, a Condominium

KNOW ALL MEN BY THESE PRESENTS that SAN RAMON ASSOCIATION, INC., a Florida not-for-profit corporation, its address being 624 Flamingo Drive, Venice, FL 34285, does hereby submit the fee simple title to the lands described in this instrument and the improvements now or hereafter constructed thereon to condominium ownership pursuant to provisions of Chapter 718, Florida Statutes, known as the Condominium Act. The following described lands and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows:

(see description attached as Exhibit "A")

Said property known commonly as leased property SAN RAMON, a Condominium.

The Declaration of Condominium of SAN RAMON, a Condominium being recorded in Official Records Book 1097, page 2013, et seq., inclusive, and the plat being recorded in Condominium Book 9, pages 4 through 4C, all of the Public Records of Sarasota County, Florida.

APPROVAL AND ACCEPTANCE OF CONDOMINIUM OWNERSHIP

All of the owners of units in SAN RAMON, a Condominium, have consented to, accepted, approved and joined in the submission of the real property as described in Exhibit "A" to condominium ownership and the amendments to the Declaration of Condominium set forth herein, and proof of this Consent, Acceptance, Approval and Joinder is attached hereto.

EXHIBIT "A"

All of the lienholders have consented to the submission of the real property described in Exhibit "A" to condominium ownership and to the amendments set forth herein, and proof of their consent is attached hereto.

By acceptance of the real property described in Exhibit "A" as being submitted to condominium ownership, the unit owners of SAN RAMON, a Condominium hereby amend the Declaration of Condominium of SAN RAMON, a Condominium, as follows:

(A) Articles I and II and Exhibit "A" are amended so that the description of the property submitted to condominium ownership shall include the description of the real property in Exhibit "A" attached hereto and which is described as Parcel "B" on the plat of SAN RAMON, a Condominium, as recorded in Condominium Book 9, page 4 through 4C of the Public Records of Sarasota County, Florida.

(B) Article V is amended by deleting the following:

~~The leasehold interest held by the Association to that certain parcel of land which consists of a recreation, parking and pool area, more particularly described on the 99 year lease Agreement annexed hereto, shall not be considered common elements. The right to the use of or interest in said leased property shall accrue to the various Unit parcels by virtue of the owners of each such Unit parcel being a member of the Condominium Association.~~

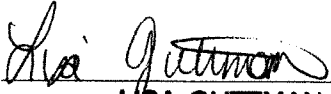
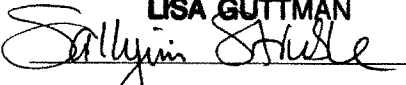
(C) Article XI(d) is amended by deleting the following:

~~including such Unit's share of the leasehold obligations arising under the lease of recreation areas mentioned in Paragraph V above, the provisions of this sub-paragraph to be construed as a covenant in favour of lessor under said lease.~~

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 28th day of June, 2006.

WITNESSES:

SAN RAMON ASSOCIATION, INC.


LISA GUTTMAN

SALLIJIM STRUBLE

By: 
DORIS BOOCOCK, President

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 DORIS BOOCOCH, as President of SAN RAMON ASSOCIATION, INC., and she acknowledged before me that she is such officer of said corporation; and she 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 she is 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. She is personally known to me or has produced her driver's licenses as identification and did not take an oath.

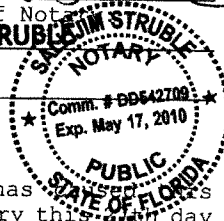
WITNESS my hand and official seal at Sarasota County, Florida this 28th day of June, 2006.

Printed Name of Notary

SALLIJIM STRUBLE

Notary Public

Commission #



My Commission Expires:

IN WITNESS WHEREOF, said Association has Certificate to be signed in its name by its Secretary this 28th day of June, 2006.

WITNESSES:

SAN RAMON ASSOCIATION, INC.

LISA GOTTMAN

SALLIJIM STRUBLE

By: Mary J. Holmer
MARY HOLMER, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared MARY HOLMER, as Secretary of SAN RAMON ASSOCIATION, INC., and she acknowledged before me that she is such officer of said corporation; and she 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 she is 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. She is personally known to me or has produced her driver's licenses as identification and did not take an oath.

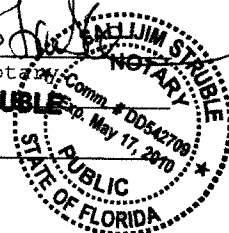
WITNESS my hand and official seal at Sarasota County, Florida this 27th day of June, 2006.

Printed Name of Notary

SALLIJIM STRUBLE

Notary Public

Commission #



My Commission Expires:

Exhibit A
Legal Description

Begin at the Northwest corner of Lot 1, Block 11, GOLDEN BEACH, UNIT NO. 2, as recorded in Plat Book 7, Pages 96 and 96-A, Public Records of Sarasota County, Florida, for a point of beginning; run thence S 4°17'00" E, 76.10 feet to a point designated as point "A" for convenience; run thence N 4°17'00" W, 126.24 feet to southerly boundary line of San Marino, a condominium, as recorded in C.B. 7, Pages 24 and 24-A, Public Records of Sarasota County, Florida; thence West, along said southerly boundary line, 53.94 feet to the Southwest corner of said San Marino; thence N 0°04'00" W, along the westerly boundary line of said San Marino, 99.17 feet to the Northwest corner of San Marino; thence S 89°56'00" W, 460 feet more or less to the shore line of the Gulf of Mexico; thence southerly along said shore line, 219 feet more or less to a point that lies N 88°55'54" W from point "A" for convenience; thence S 88°55'54" E, 500 feet more or less to point "A" for convenience; being subject to a 5.0 foot easement, as recorded in O.R. Book 996, 1445; and also subject to a 60.0 foot easement, as recorded in O.R. Book 151, Page 120, Public Records of Sarasota County, Florida.

Less the following described parcel:

Begin at the Northwest corner of Lot 1, Block 11, GOLDEN BEACH, UNIT NO. 2, as recorded in Plat Book 7, Pages 96 and 96-A, Public Records of Sarasota County, Florida; thence N 4°17'00" W, 50.14 feet; thence West 53.94 feet to the Southwest corner of San Marino, a condominium, as recorded in C.B. 7, Pages 24 and 24-A, Public Records of Sarasota County, Florida; thence N 0°04'00" W, 99.17 feet to the Northwest corner of said San Marino; thence S 89°56'00" W, 90.79 feet; thence S 1°04'06" W, 14.00 feet for a point of beginning; thence continue S 1°04'06" W, 82.33 feet; thence N 88°55'54" W, 46.00 feet; thence N 1°04'06" E, 19.00 feet; thence N 88°55'54" W, 38.67 feet; thence S 1°04'06" W, 61.34 feet; thence S 88°55'54" E, 38.67 feet; thence N 1°04'06" E, 19.00 feet; thence S 88°55'54" E, 46.00 feet; thence S 1°04'06" W, 82.33 feet; thence N 88°55'54" W, 145.00 feet; thence N 1°04'06" E, 188.00 feet; thence S 88°55'54" E, 145.00 feet to the point of beginning; all lying and being in a part of Section 13, Township 39 South, Range 18 East, Sarasota County, Florida.

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 101, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium; and states Unit 101 is not her homestead.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

Mary F. Holmer
MARY F. HOLMER

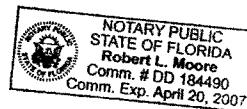
James S. Kraut
James S. Kraut

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2005, by MARY F. HOLMER, who is personally known to me or who has produced DRIVER'S LICENSE as identification.

Robert L. Moore
Notary Public
Commission No.

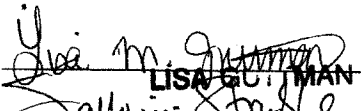
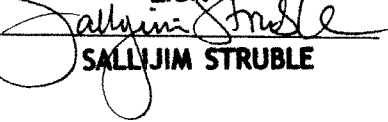
My Commission Expires:



**CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER**

The undersigned being all of the owners of Unit 102, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.


WITNESSES:


LISA GUZMAN

SALLIJIM STRUBLE

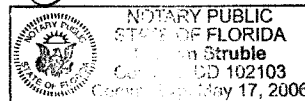

NANCY L. STREIDL

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24 day of March, 2006, by NANCY L. STREIDL, who are personally known to me or who have produced _____ as identification.


Notary Public
Commission No. **SALLIJIM STRUBLE**

My Commission expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 103, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Amy Rumori
Jennie M. M. M.

Anita R. Shimer
ANITA R. SHIMER, an unmarried widow

Virginia
STATE OF ~~FLORIDA~~
COUNTY OF SARASOTA Fairfax



The foregoing instrument was acknowledged before me this 23rd day of May, 2005, by ANITA R. SHIMER, who is personally known to me or who has produced Virginia Driver's License as identification.
313129562

Rosella Lague
Notary Public
Commission No.

My Commission Expires: My Commission Expires January 31, 2009

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 104, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

Don S. Martin
DON S. MARTIN

Mary F. Holmer
Mary F. Holmer

Robert L. Moore
ROBERT L. MOORE

Marion C. Martin
MARION C. MARTIN

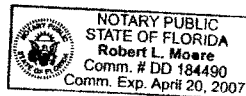
Mary F. Holmer
Mary F. Holmer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2005, by DON S. MARTIN and MARION C. MARTIN, who are personally known to me or who have produced DRIVERS LICENSE as identification.

Robert L. Moore
Notary Public
Commission No.

My Commission Expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 105, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

Virginia Joseph Adkins, Trustee
VIRGINIA JOSEPH ADKINS,
Trustee UTD October 1, 1995

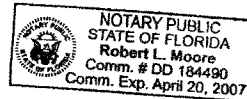
Mary F. Holmer
Mary F. Holmer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2005, by VIRGINIA JOSEPH ADKINS, Trustee, who is personally known to me or who has produced DRIVERS LICENSE as identification.

Robert L. Moore
Notary Public
Commission No.

My Commission Expires:



**CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER**

The undersigned being all of the owners of Unit 106, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

Dated this 22 day of June, 2006.

WITNESSES:

Witness 1

[Signature]
Print name: Dawn Stodener

[Signature]
E. MICHAEL CASSIDY

Witness 2 [Signature]

Print name: A. Siemty

[Signature]
MARY E. CASSIDY

STATE OF NEW YORK
COUNTY OF Rockland

The foregoing instrument was acknowledged before me this 22 day of June, 2006, by E. MICHAEL CASSIDY and MARY E. CASSIDY, who are personally known to me or who have produced NYSDL # 810977820 as identification.

[Signature]
Notary Public
Commission No.

My Commission expires:

SUSHAMA ROY
No. 5001120
Notary Public, State of New York
Qualified in Rockland County
My Commission Expires 08/31/2006

CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 106, San Ramon, a condominium, per instrument recorded in Official Records Instrument #2003083962, * Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:


FIFTH THIRD BANK, f/k/a
FIRST NATIONAL BANK OF FLORIDA

Kathy Swape
Donna R. Borgmann

By: Phillip C. Bodle
As: Phillip C. Bodle - Asst. Cashier

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of November, 2005, by Phillip C. Bodle as Asst. Cashier, of FIFTH THIRD BANK, f/k/a FIRST NATIONAL BANK OF FLORIDA, as the holder of a lien upon Unit 106, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.

Lorayne A. Schaefer
Notary Public

Printed Name of Notary
My Commission Expires 07-19-08

My Commission Expires:

Commission # 7-19-08

* Unit 106; Owner: E. Michael Cassidy and Mary E. Cassidy
Loan No. B-474700

CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 106, San Ramon, a condominium, per instrument recorded in Official Records Instrument #2006008145,* Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

CHASE BANK, U.S.A., N.A.

Ginger Thomas
Ginger Thomas

By: Mary Kosakowski

Lily Baker
Lily Baker

As: Assistant Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____ as _____, of CHASE BANK, U.S.A., N.A., as the holder of a lien upon Unit 106, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.

See CA Notary Attached
Notary Public

Printed Name of Notary

My Commission Expires:

Commission # _____

* Property: 624 Flamingo Drive, Unit 106, Venice, FL 34285;
Owner: E. Michael Cassidy and Mary E. Cassidy;
Loan No. 5899-5718-1302-3465

CHF# 589957-1813023465

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } S.S.

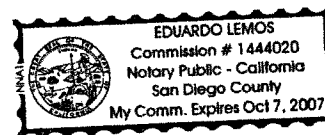
On 6-12-06 before me, EDUARDO LEMOS A Notary Public,
personally appeared MARY KOSAKOWSKI, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
he/her/their authorized capacity, and that by he/her/their signature on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

E. Lemos

SEAL



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 107, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Barbara A Arms
Stacy C Hoch
Barbara A Arms
Stacy C Hoch

Marla K. Vance
MARLA K. VANCE

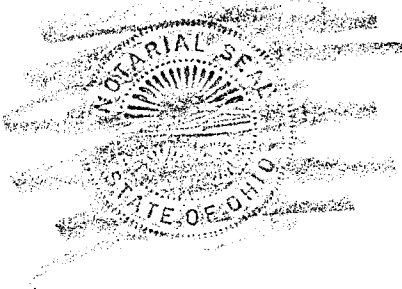
Richard M. Vance
RICHARD M. VANCE

STATE OF ~~FLORIDA~~ OHIO
COUNTY OF ~~SARASOTA~~ MARION

The foregoing instrument was acknowledged before me this 31 day of May, 2005, by MARLA K. VANCE and RICHARD M. VANCE, who are personally known to me ~~or who have produced~~ _____ as identification.

Barbara A Arms
Notary Public
Commission No.

My Commission Expires:



BARBARA A. ARMS
Notary Public, State of Ohio
My Commission Expires June 30, 2009
Recorded in Marion County

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being owners of Unit 108, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

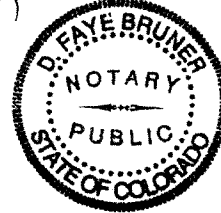
Noss
John R. Monahan
JOHN R. MONAHAN
Susan M. Groenke
Louisa M. Monahan
LOUISA M. MONAHAN

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 23rd day of May, 2005, by JOHN R. MONAHAN and LOUISA M. MONAHAN, who are personally known to me or who have produced _____ as identification.

My Commission Expires: 04-15-07

D. Faye Bruner
Notary Public
Commission No.
198 740 25074



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being an owner of Unit 108, San Ramon, a condominium, hereby approves, consents to, accepts and joins in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Stanley E. Jassegard

L. R. McFarlin
LLOYD R. McFARLIN, a single man

Amy Meuerbink

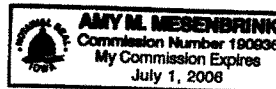
STATE OF ~~FLORIDA~~ Iowa
COUNTY OF ~~SARASOTA~~ Story

The foregoing instrument was acknowledged before me this 8 day of June, 2005, by LLOYD R. McFARLIN, who is personally known to me or who has produced IA DL as identification.

Amy Meuerbink
Notary Public
Commission No.

My Commission Expires:

July 1, 2006



CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 108, San Ramon, a condominium, per instrument recorded in Official Records Instrument #1998065884* and assigned in Official Records Instrument #2002167736, Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

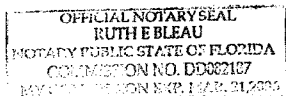
SUNTRUST MORTGAGE

Ruth E. Bleau
Ruth E. Bleau

By: Karen J. Walker
As: Vice President

Elizabeth K. Tadle
Elizabeth K. Tadle
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23 day of September, 2005, by Karen J. Walker as Vice President, of SUNTRUST MORTGAGE, as the holder of a lien upon Unit 108, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.



Ruth E. Bleau
Notary Public

Ruth E. Bleau
Printed Name of Notary

My Commission Expires:

Commission # _____

* Unit 108; Owner: Lloyd R. McFarlin
Loan No. 682240

DOI: 10.1002/for

Witnesses:

Ruth E. Beau
RUTH E. BEAU

Elizabeth K. Tadler
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5 day of October, 2005, by Karen J. Walker as Vice President of SUNTRUST MORTGAGE, as the holder of a lien upon Unit 108, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.

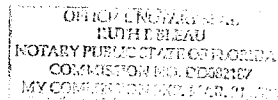
Ruth E. Blea
Notary Public

Ruth E. Bleau
Printed Name of Notary

My Commission Expires:

Commission # _____

* Unit 108; Owner: Lloyd R. McFarlin
Loan No. 682240



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 109, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Rebekah E. Link
REBEKAH E. LINK
Sharon S. Vander Wulp
SHARON S. VANDER WULP

Evelyn Nazaruk
EVELYN NAZARUK

Nancy Ann Trascik
NANCY ANN TRASCIK

STATE OF FLORIDA
COUNTY OF SARASOTA

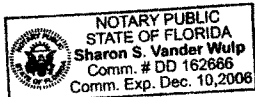
The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by EVELYN NAZARUK, who is personally known to me or who has produced _____ as identification.

Notary Public
Commission No.

My Commission Expires:

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 15th day of April, 2005, by NANCY ANN TRASCIK, who is personally known to me or who has produced _____ as identification.



My Commission Expires:

Sharon S. Vander Wulp
Notary Public
Commission No.

SHARON S. VANDER WULP

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 109, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

Evelyn Nazaruk
EVELYN NAZARUK

Mary F. Holmer
Mary F. Holmer

1

NANCY ANN TRASCIK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of MARCH, 2005, by EVELYN NAZARUK, who is personally known to me or who has produced DRIVERS as identification.

Robert L. Moore
Notary Public

Commission NOTARY PUBLIC
STATE OF FLORIDA
Robert L. Moore
Comm. # DD 184490
Comm. Exp. April 20, 2007

My Commission Expires:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by NANCY ANN TRASCIK, who is personally known to me or who has produced _____ as identification.

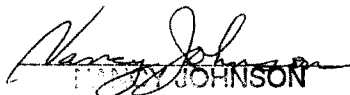
Notary Public
Commission No.

My Commission Expires:

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 110, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium; and states Unit 110 is not her homestead.

WITNESSES:


HARRY JOHNSON


MARSHA M. JOHNS, a married woman

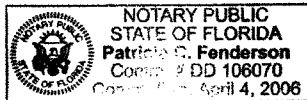

PATRICIA C. FENDERSON

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of April, 2005, by MARSHA M. JOHNS, who is personally known to me or who has produced a driver's license as identification.


Notary Public PATRICIA C. FENDERSON
Commission No.

My Commission Expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 111, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Nancy Johnson Joseph Johnson
JOSEPH JOHNSON

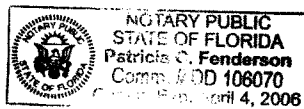
Patricia Anderson
Nancy Johnson Kathleen M. Johnson
KATHLEEN M. JOHNSON
Patricia Anderson

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of March, 2005, by JOSEPH JOHNSON and KATHLEEN M. JOHNSON, who are personally known to me or who have produced drivers' licenses as identification.

Patricia C. Fenderson
Notary Public PATRICIA C. FENDERSON
Commission No.

My Commission Expires:



WAMU Loan # 908-0610998973

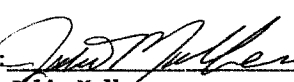
CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 111, San Ramon, a condominium, per instrument recorded in Official Records Instrument #2003064206* and assigned in Official Records Instrument #2003199172, Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

WASHINGTON MUTUAL BANK, F.A.

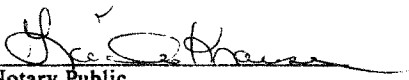

Andrea Torres

By: 
Julie Mulhern,
As: Assistant Vice President


Yelena Tatintseva
STATE OF WISCONSIN
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 2 day of March, 2005, by Julie Mulhern as Assistant VP, of WASHINGTON MUTUAL BANK, F.A., as the holder of a lien upon Unit 111, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.




Notary Public

Linda Krause
Printed Name of Notary

My Commission Expires: 11/16/2008

Commission # _____

* Unit 111; Owners: Joseph Johnson and Kathleen M. Johnson
Loan No. 610998973

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 112, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Rebekah E. Link
REBEKAH E. LINK

William Boocock
WILLIAM BOOCOCK

Patricia C. Fenech
PATRICIA C. FENECH

Robert L. Moore
ROBERT L. MOORE

Doris Boocock
DORIS BOOCOCK

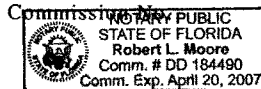
Mary F. Holmer
Mary F. Holmer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2005, by ~~WILLIAM BOOCOCK~~ and DORIS BOOCOCK, who are personally known to me or who have produced DRIVER'S LICENSE as identification.

Robert L. Moore
Notary Public

My Commission Expires:

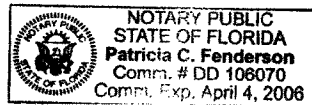


STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of March, 2005, by WILLIAM BOOCOCK who is personally known to me or who has produced a driver's license as identification.

Patricia C. Fenderson
Notary Public PATRICIA C. FENDERSON
Commission No.

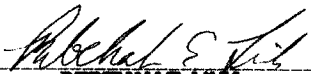

My Commission Expires:

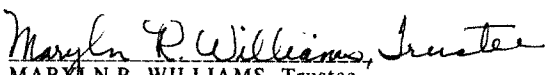


CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 113, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:


REBEKAH E. LINK

PATRICIA C. FENDERSON

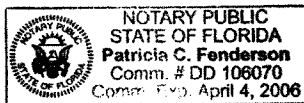

MARYLN R. WILLIAMS, Trustee
of the Maryln R. Williams Trust
dated 1/21/94

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of March, 2005, by MARYLN R. WILLIAMS, Trustee, who is personally known to me or who has produced a driver's license as identification.


Notary Public **PATRICIA C. FENDERSON**
Commission No.

My Commission Expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 114, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

John J. Rogers
JOHN J. ROGERS

Mary F. Holmer
Mary F. Holmer

Robert L. Moore
ROBERT L. MOORE

Margaret A. Rogers
MARGARET A. ROGERS

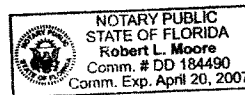
Mary F. Holmer
Mary F. Holmer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of March, 2005, by JOHN J. ROGERS and MARGARET A. ROGERS, who are personally known to me or who have produced DRIVERS LICENSE as identification.

Robert L. Moore
Notary Public
Commission No.

My Commission Expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 201, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

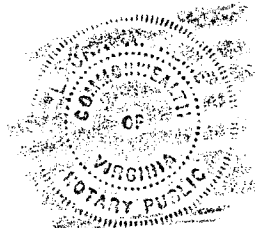
<u>Laura AKline</u>	<u>Nicholas S Krawciw</u> NICHOLAS S. KRAWCIW
<u>Janet H. Radtke</u>	
<u>Laura AKline</u>	<u>Christina L. Krawciw</u> CHRISTINA L. KRAWCIW
<u>Janet H. Radtke</u>	

STATE OF ~~FLORIDA~~ Virginia
COUNTY OF ~~SARASOTA~~ Prince William

The foregoing instrument was acknowledged before me this 27 day of May, 2005, by NICHOLAS S. KRAWCIW and CHRISTINA L. KRAWCIW, who are personally known to me or who have produced drivers license as identification.

Laura AKline
Notary Public
Commission No.

My Commission Expires: November 30, 2008



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 202, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L Moore
ROBERT L. MOORE
Mary F. Holmer
Mary F. Holmer

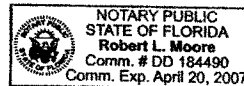
Kenneth W. Jarvis, TRUSTEE
KENNETH W. JARVIS, Trustee
of the Kenneth W. Jarvis Revocable Trust
Agreement dated September 27, 2004

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2005, by KENNETH W. JARVIS, Trustee, who is personally known to me or who has produced Driver's License as identification.

Robert L Moore
Notary Public
Commission No.

My Commission Expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 203, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

Mark Mondo
MARK MONDO

Joyce E. Williams
JOYCE E. WILLIAMS

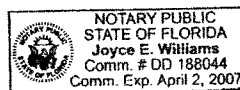
Judy Mondo
JUDY MONDO

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th day of April, 2005, by MARK MONDO and JUDY MONDO, who are personally known to me or who have produced Steve Leanni as identification.

Joyce E. Williams
Notary Public
Commission No.

My Commission Expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 204, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

Mary F. Holmer
Mary F. Holmer

Robert L. Moore
ROBERT L. MOORE

Mary F. Holmer
Mary F. Holmer

Gerald E. Collins Co-Trustee
GERALD E. COLLINS,
Co-Trustee u/n/d September 5, 1996

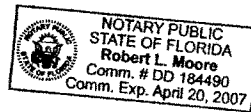
Nancy A. Collins Co-Trustee
NANCY A. COLLINS
Co-Trustee u/n/d September 5, 1996

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of March, 2005, by GERALD E. COLLINS and NANCY A. COLLINS, Co-Trustees, who are personally known to me or who have produced DRIVERS LICENSE as identification.

Robert L. Moore
Notary Public
Commission No.

My Commission Expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 205, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Carel Spina

Michael H Lane
MICHAEL H. LANE

Kevin VanDusen

Judy Street

Deborah J Lane
DEBORAH J. LANE

Janice Roenke

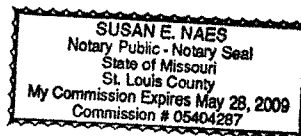
STATE OF ~~FLORIDA~~ Missouri
COUNTY OF ~~SARASOTA~~ St. Louis

The foregoing instrument was acknowledged before me this 26 day of May, 2005, by MICHAEL H. LANE and DEBORAH J. LANE, who are personally known to me or who have produced _____ as identification.

Susan E Naes
Notary Public
Commission No. 05404287

My Commission Expires:

5/28/09



CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 205, San Ramon, a condominium, per instrument recorded in Official Records Instrument #2004089750*, Public Records of Sarasota County, Florida, hereby consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

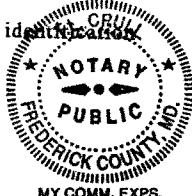
* Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.

Sherry Morrison
Sherry Morrison

By: Lorna L. Slaughter
Lorna L. Slaughter
As: Vice President

Sandi Holt
Sandi Holt
STATE OF Maryland
COUNTY OF Frederick

The foregoing instrument was acknowledged before me this ____ day of
December, 2005, by Lorna L. Slaughter as Vice President,
of Wells Fargo Bank, N. A. *,
as the holder of a lien upon Unit 205, of
San Ramon, a condominium, who is personally known to me or who has produced a driver's
license as identification.



T. L. Crull
Notary Public
Printed Name of Notary

My Commission Expires: 1/12/2008

Commission # _____

* Unit 205; Owners: Michael H. Lane and Deborah J. Lane
Loan No. 0136516739

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 206, San Ramon, a
condominium, hereby approve, consent to, accept and join in the attached Certificate of
Amendment submitting the former leasehold real property to condominium ownership,
making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

B. Martey

Andrew J. McLain
ANDREW J. McLAIN

R. Bender

Lisa G. McLain
LISA G. McLAIN

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF ~~SARASOTA~~ Columbia, Howard

The foregoing instrument was acknowledged before me this 31st day of
MAY, 2005, by ANDREW J. McLAIN and LISA G. McLAIN, who are
personally known to me or who have produced Md Drivers License as
identification.

Richard K. Butler
Notary Public

My Commission Expires: 3-17-07

Commission No.

Richard K. Butler
NOTARY PUBLIC
Howard County, Maryland
My Commission Expires 3/17/07

John N. Lechman
Suzanne E. Lechman

John N. Lechman
JOHN N. LECHMAN
Suzanne E. Lechman
SUZANNE E. LECHMAN

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF ~~SARASOTA~~ Effingham

The foregoing instrument was acknowledged before me this 27th day of
May, 2005, by JOHN N. LECHMAN and SUZANNE E. LECHMAN, who
are personally known to me or who have produced _____ as
identification.

OFFICIAL SEAL
NANCY A. HINTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/8/06

My Commission Expires:

Nancy A. Hinton
Notary Public
Commission No.

WAMU Loan # 150-8478482873

CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 206, San Ramon, a condominium, per instrument recorded in Official Records Instrument #1999052221*, assigned in Official Records Instrument #1999052222, and assigned in Official Records Instrument #2000018812, Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

WASHINGTON MUTUAL BANK, FA SUCCESSOR TO
WASHINGTON MUTUAL HOME LOANS,
INC., f/k/a HOMESIDE LENDING, INC.

Andrea Torres
Andrea Torres

By: Julie Mulhern
Julie Mulhern,
As: Assistant Vice President

Yelena Tatintseva
Yelena Tatintseva
STATE OF WISCONSIN
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 2 day of March, 2006, by Julie Mulhern as Assist. VP of WASHINGTON MUTUAL HOME LOANS, INC., f/k/a HOMESIDE LENDING, INC., as the holder of a lien upon Unit 206, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.



Linda Krause
Notary Public

Linda Krause
Printed Name of Notary

My Commission Expires: 11/16/2008

Commission # _____

* Unit 206; Owners: Andrew J. McLain and Lisa G. McLain,
John N. Lechman and Suzanne E. Lechman
Loan No. 8478482973

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 207, San Ramon, a
condominium, hereby approve, consent to, accept and join in the attached Certificate of
Amendment submitting the former leasehold real property to condominium ownership,
making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

W. D. Hable
Lateefah Bey

Marie R. Thomas
MARIE R. THOMAS, Trustee
Trust DTD March 2, 1992

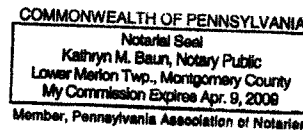
STATE OF ~~FLORIDA~~ *PENNSYLVANIA*
COUNTY OF ~~SARASOTA~~ *MONTGOMERY*

The foregoing instrument was acknowledged before me this 24 day of
MAY, 2005, by MARIE R. THOMAS, Trustee, who is personally known
to me or who has produced Acct Holder as identification.

Kathryn M. Baun
Notary Public
Commission No.

My Commission Expires:

4-9-09



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 208, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Janna Colvin
Dana Conkie
Janna Colvin
Dana Conkie

Michael J. O'Keefe
MICHAEL J. O'KEEFE

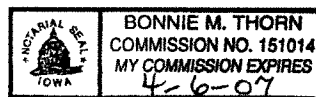
Virginia S. O'Keefe
VIRGINIA S. O'KEEFE

STATE OF ~~MISSISSIPPI~~ IOWA
COUNTY OF ~~WASHINGTON~~ POLK

The foregoing instrument was acknowledged before me this 17th day of June, 2005, by MICHAEL J. O'KEEFE and VIRGINIA S. O'KEEFE, who are personally known to me, ~~or who have produced~~ identification ~~as~~

Bonnie M. Thorn
Notary Public
Commission No.

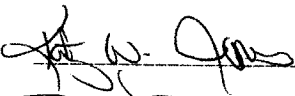

My Commission Expires:

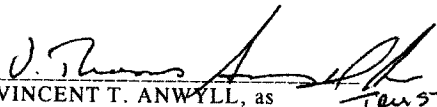
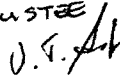



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 209, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.


WITNESSES:


VINCENT T. ANWYLL, as
Trustee of the Vincent T. Anwyll
Trust Dated May 9, 1977 

STATE OF ~~FLORIDA~~ Virginia 
COUNTY OF ~~SARASOTA~~ Louisa

The foregoing instrument was acknowledged before me this 21 day of June, 2005, by VINCENT T. ANWYLL, Trustee, who is personally known to me or who has produced Virginia Drivers License as identification.


Notary Public
Commission No.

My Commission Expires: 10/31/07

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 210, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

Norma J. Diehl
NORMA J. DIEHL, an unmarried widow

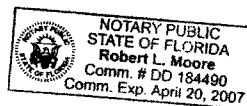
Mary F. Holmer
Mary F. Holmer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of March, 2005, by NORMA J. DIEHL, who is personally known to me or who has produced Driver's License as identification.

Robert L. Moore
Notary Public
Commission No.

My Commission Expires:



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 211, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Patsy J. Ives
Patsy J. Ives
Linola Petriti
Linola Petriti

Robert A. Britt
ROBERT A. BRITT

Patsy J. Ives
Patsy J. Ives
Linola Petriti
Linola Petriti

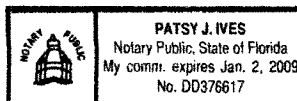
Regina A. Britt
REGINA A. BRITT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of June, 2005, by ROBERT A. BRITT and REGINA A. BRITT, who are personally known to me or who have produced Ohio Drivers License as identification.

Patsy J. Ives
Notary Public
Commission No. Jan 2, 2009

My Commission Expires:



CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 211, San Ramon, a condominium, per instrument recorded in Official Records Instrument #2004245055,* Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

BANK OF AMERICA

Nancy McClinton

By: [Signature]

Beatrice Booker

As: [Signature]

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~SARASOTA~~ Guilford

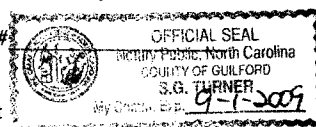
The foregoing instrument was acknowledged before me this 11th day of October, 2005, by Thomas C. McMahon as Vice President of BANK OF AMERICA, as the holder of a lien upon Unit 211, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.

[Signature]
Notary Public

S.G. TURNER
Printed Name of Notary

My Commission Expires:

Commission #



* Unit 211; Owners: Robert A. Britt and Regina A. Britt
Loan No. 68211044572099

CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 211, San Ramon, a condominium, per instrument recorded in Official Records Instrument #2003183497*, Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

THE HUNTINGTON NATIONAL BANK

Amy Miller
Amy Miller

By: Elizabeth A. Michalski
Elizabeth A. Michalski

Kathi Hilt
Kathi Hilt

As: Assistant Vice President
Huntington Mortgage Group

STATE OF OHIO
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 7th day of March, 2006, by Elizabeth A. Michalski as Asst Vice President of THE HUNTINGTON NATIONAL BANK, as the holder of a lien upon Unit 211, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license for identification.



JENNIFER A. TUGGLE
Notary Public, State of Ohio
My Commission Expires 10/17/09

Jennifer A. Tuggle
Notary Public

Jennifer A. Tuggle
Printed Name of Notary

My Commission Expires: 10-17-09

Commission # _____

* Unit 211; Owners: Robert A. Britt and Regina A. Britt
Loan No. 904-825-7
MIN Number: 1001156-0009048257

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being owners of Unit 212, San Ramon, a condominium,
hereby approve, consent to, accept and join in the attached Certificate of Amendment
submitting the former leasehold real property to condominium ownership, making said real
property part of the common elements of San Ramon, a condominium.

WITNESSES:

Patricia Harkess

Christopher Harkess
CHRISTOPHER HARKESS

Stana Stanko

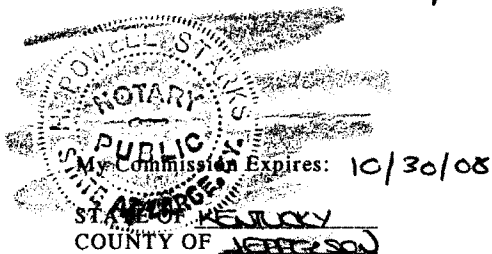
Stana Stanko

Stephanie Harkess Robertson
STEPHANIE HARKESS ROBERTSON

Patricia Harkess

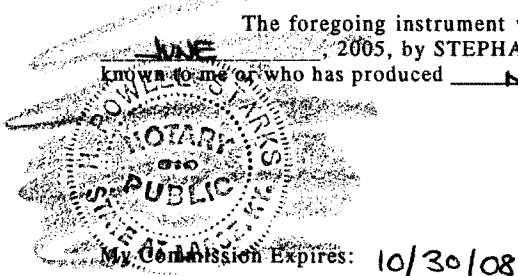
STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 2nd day of
JUNE, 2005, by CHRISTOPHER HARKESS, who is personally known to
me or who has produced N/A as identification.



[Signature]
Notary Public
Commission No.

The foregoing instrument was acknowledged before me this 2nd day of
JUNE, 2005, by STEPHANIE HARKESS ROBERTSON, who is personally
known to me or who has produced N/A as identification.



[Signature]
Notary Public
Commission No.

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being an owner of Unit 212, San Ramon, a condominium,
hereby approves, consents to, accepts and joins in the attached Certificate of Amendment
submitting the former leasehold real property to condominium ownership, making said real
property part of the common elements of San Ramon, a condominium.

WITNESSES:

Alejo A. AUCHESES
GDC MOTES

Katherine Johnson
KATHERINE JOHNSON

STATE OF ENGLAND
COUNTY OF SURREY

The foregoing instrument was acknowledged before me this 14 day of
June, 2005, by KATHERINE JOHNSON, who is personally known to me
or who has produced passport as identification.

My Commission Expires:
NOT APPLICABLE

[Signature]
Notary Public
Commission No. 11111111
G.D. & J. of L.L.S.
Clifford Cowling & Co.
6-10 Upper Church Lane
Farnham
Surrey GU10 2AA, SURREY
Notary Public/Solicitor

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being an owner of Unit 212, San Ramon, a condominium,
hereby approves, consents to, accepts and joins in the attached Certificate of Amendment
submitting the former leasehold real property to condominium ownership, making said real
property part of the common elements of San Ramon, a condominium.

WITNESSES:

A. Hayes ANNE HAYES

Seale
ELIZABETH SEALE

GDC Hayes

STATE OF ENGLAND
COUNTY OF SURREY

The foregoing instrument was acknowledged before me this 14 day of
June, 2005, by ELIZABETH SEALE, who is personally known to me or
who has produced passport as identification.

My Commission Expires:
NOT APPLICABLE

GDC Hayes
Notary Public
Commission No. 12345
G D & Hayes, L.L.C.
Cullis, Cowling & Co.
6103 Deer Church Lane
Suite 209
Surrey, VA 22442
Notary Public/Solicitor

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being an owner of Unit 212, San Ramon, a condominium,
hereby approves, consents to, accepts and joins in the attached Certificate of Amendment
submitting the former leasehold real property to condominium ownership, making said real
property part of the common elements of San Ramon, a condominium.

WITNESSES:

May.
Wid

AC Seale
ANDREW SEALE

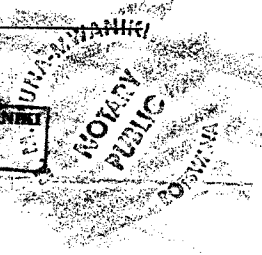
STATE OF Botswana
COUNTY OF N/A

The foregoing instrument was acknowledged before me this 15th day of
JUNE, 2005, by ANDREW SEALE, who is personally known to me ~~or who~~
~~has produced~~ _____ as identification.

MA
Notary Public
Commission No.

My Commission Expires: N/A

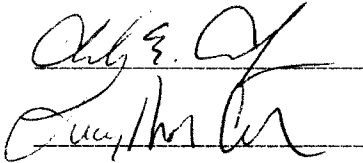
MUTHEU MUNA-MWANHEI
NOTARY PUBLIC
BOTSWANA



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being an owner of Unit 212, San Ramon, a condominium,
hereby approves, consents to, accepts and joins in the attached Certificate of Amendment
submitting the former leasehold real property to condominium ownership, making said real
property part of the common elements of San Ramon, a condominium.

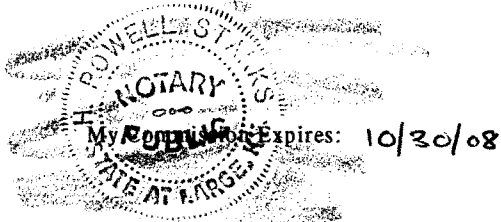
WITNESSES:





FIONA STARKS

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 31st day of
JULY, 2005, by FIONA STARKS, who is personally known to me or who
has produced N/A as identification.




Notary Public
Commission No.

CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 213, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

Robert L. Moore
ROBERT L. MOORE

James R. Patka
JAMES R. PATKA

Mary F. Holmer
Mary F. Holmer
Robert L. Moore
ROBERT L. MOORE

Nancy J. Patka
NANCY J. PATKA

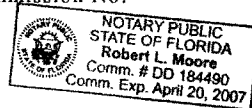
Mary F. Holmer
Mary F. Holmer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of March, 2005, by JAMES R. PATKA and NANCY J. PATKA, who are personally known to me or who have produced DRIVER'S LICENSE as identification.

Robert L. Moore
Notary Public
Commission No.

My Commission Expires:



CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 213, San Ramon, a condominium, per instrument recorded in Official Records Instrument #2004054052*, Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

BRANCH BANKING AND TRUST COMPANY

By:

As: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of March, 2006, by Richard Appell as Senior VP, of BRANCH BANKING AND TRUST COMPANY, as the holder of a lien upon Unit 213, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.

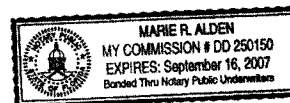
Marie R Alden
Notary Public

Marie R Alden
Printed Name of Notary

My Commission Expires:

Commission # _____

* Unit 213: Owners: James R. Patka and Nancy J. Patka
Loan No. 6930173108
MIN # 100159969301731082



CONSENT, ACCEPTANCE, APPROVAL
AND JOINDER OF UNIT OWNER

The undersigned being all of the owners of Unit 214, San Ramon, a condominium, hereby approve, consent to, accept and join in the attached Certificate of Amendment submitting the former leasehold real property to condominium ownership, making said real property part of the common elements of San Ramon, a condominium.

WITNESSES:

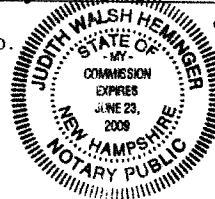
Judith Walsh Heminger Philip W. Gile
Carolyn Michael
Judith Walsh Heminger Jane E. Gile
Carolyn Michael

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13TH day of JUNE, 2005, by PHILIP W. GILE and JANE E. GILE, who are personally known to me or who have produced PHOTO I.D. N.H. as identification.

Judith Walsh Heminger
Notary Public
Commission No.

My Commission Expires:



CONSENT OF LIENHOLDER

The undersigned record owner and holder of a lien upon Unit 214, San Ramon, a condominium, per instrument recorded in Official Records Instrument #2005110195*, Public Records of Sarasota County, Florida, hereby joins in and consents to the amendment of the Declaration of Condominium adding the former leased property to condominium ownership making it a part of the common elements of San Ramon, a condominium.

Witnesses:

BANK OF AMERICA, N.A.

Nancy McClellan

By: _____

Beatrice Barker

As: _____

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~SARASOTA~~ Guilford

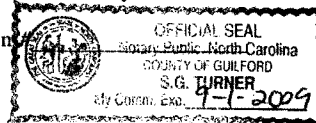
The foregoing instrument was acknowledged before me this 11th day of October, 2005, by Thomas C. McMahon as vice president, of BANK OF AMERICA, N.A., as the holder of a lien upon Unit 214, of San Ramon, a condominium, who is personally known to me or who has produced a driver's license as identification.

S.G. Turner
Notary Public

S.G. TURNER
Printed Name of Notary

My Commission Expires:

Commission



* Unit 214; Owner: Philip W. Gile and Jane E. Gile
Loan No. 6618587700

San Ramon A CONDOMINIUM

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

CONDOMINIUM BOOK 9 PAGE 4

666075

PARCEL "A"

CONTAINS ALL REAL PROPERTY INCLUDED IN FEE SIMPLE:

BEGIN AT THE NORTHWEST CORNER OF LOT 1, BLOCK 11, GOLDEN BEACH, UNIT NO. 2, AS RECORDED IN PLAT BOOK 7, PAGES 96, AND 96-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 4° 17' 00" W, 50.14 FEET; THENCE WEST 53.94 FEET TO THE SOUTHWEST CORNER OF SAN MARINO, A CONDOMINIUM, AS RECORDED IN C.B. 7, PAGES 24, AND 24-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 0° 04' 00" W, 99.17 FEET TO THE NORTHWEST CORNER OF SAID SAN MARINO; THENCE S 89° 56' 00" W, 90.79 FEET; THENCE S 1° 04' 06" W, 14.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S 1° 04' 06" W, 82.33 FEET; THENCE N 88° 55' 54" W, 46.00 FEET; THENCE N 1° 04' 06" E, 19.00 FEET; THENCE N 88° 55' 54" W, 38.67 FEET; THENCE S 1° 04' 06" W, 61.34 FEET; THENCE S 88° 55' 54" E, 38.67 FEET; THENCE N 1° 04' 06" E, 19.00 FEET; THENCE S 88° 55' 54" E, 46.00 FEET; THENCE S 1° 04' 06" W, 82.33 FEET; THENCE N 88° 55' 54" W, 145.00 FEET; THENCE N 1° 04' 06" E, 188.00 FEET; THENCE S 88° 55' 54" E, 145.00 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN A PART OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

VENICE, FLORIDA

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, A SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IS SUFFICIENTLY COMPLETE SO THAT SUCH MATERIAL, I.E., THIS SURVEY EXHIBIT NO. 1, TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS SURVEY EXHIBIT IS ATTACHED AND THE OTHER EXHIBITS ATTACHED TO SAID DECLARATION, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT AND, WHERE APPLICABLE, THE LIMITED COMMON ELEMENTS.

RICHARD F. SUTTON

DATE OF SURVEY 9/4/75

FLORIDA SURVEYOR'S EXHIBIT NO. 1255

PARCEL "B"

PARCEL "B" IS NOT BEING SUBMITTED TO CONDOMINIUM OWNERSHIP OR INCLUDED IN CONDOMINIUM, BUT IS LEASED TO CONDOMINIUM FOR A TERM OF 99 YEARS.

BEGIN AT THE NORTHWEST CORNER OF LOT 1, BLOCK 11, GOLDEN BEACH, UNIT NO. 2, AS RECORDED IN PLAT BOOK 7, PAGES 96, AND 96-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR A POINT OF BEGINNING; RUN THENCE S 4° 17' 00" E, 75.10 FEET TO A POINT DESIGNATED AS POINT "A" FOR CONVENIENCE; RUN THENCE N 4° 17' 00" W, 125.24 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAN MARINO, A CONDOMINIUM, AS RECORDED IN C.B. 7, PAGES 24, AND 24-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE WEST, ALONG SAID SOUTHERLY BOUNDARY LINE, 53.94 FEET TO THE SOUTHWEST CORNER OF SAID SAN MARINO; THENCE N 0° 04' 00" W, ALONG THE WESTERLY BOUNDARY LINE OF SAID SAN MARINO, 99.17 FEET TO THE NORTHWEST CORNER OF SAID SAN MARINO; THENCE S 89° 56' 00" W, 460 FEET MORE OR LESS TO THE SHORE LINE OF THE GULF OF MEXICO; THENCE SOUTHERLY ALONG SAID SHORE LINE, 219 FEET MORE OR LESS TO A POINT THAT LIES N 88° 55' 54" W, FROM POINT "A" FOR CONVENIENCE; THENCE S 88° 55' 54" E, 500 FEET MORE OR LESS TO POINT "A" FOR CONVENIENCE; BEING SUBJECT TO A 5.0 FOOT EASEMENT, AS RECORDED IN O.R. BOOK 996, PAGE 1445, AND ALSO SUBJECT TO A 60.0 FOOT EASEMENT, AS RECORDED IN O.R. BOOK 151, PAGE 120, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PARCEL:

BEGIN AT THE NORTHWEST CORNER OF LOT 1, BLOCK 11, GOLDEN BEACH, UNIT NO. 2, AS RECORDED IN PLAT BOOK 7, PAGES 96, AND 96-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 4° 17' 00" W, 50.14 FEET; THENCE WEST 53.94 FEET TO THE SOUTHWEST CORNER OF SAN MARINO, A CONDOMINIUM, AS RECORDED IN C.B. 7, PAGES 24, AND 24-A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 0° 04' 00" W, 99.17 FEET TO THE NORTHWEST CORNER OF SAID SAN MARINO; THENCE S 89° 56' 00" W, 90.79 FEET; THENCE S 1° 04' 06" W, 14.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S 1° 04' 06" W, 82.33 FEET; THENCE N 88° 55' 54" W, 46.00 FEET; THENCE N 1° 04' 06" E, 19.00 FEET; THENCE N 88° 55' 54" W, 38.67 FEET; THENCE S 1° 04' 06" W, 61.34 FEET; THENCE S 88° 55' 54" E, 38.67 FEET; THENCE N 1° 04' 06" E, 19.00 FEET; THENCE S 88° 55' 54" E, 46.00 FEET; THENCE S 1° 04' 06" W, 82.33 FEET; THENCE N 88° 55' 54" W, 145.00 FEET; THENCE N 1° 04' 06" E, 188.00 FEET; THENCE S 88° 55' 54" E, 145.00 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN A PART OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

VENICE, FLORIDA

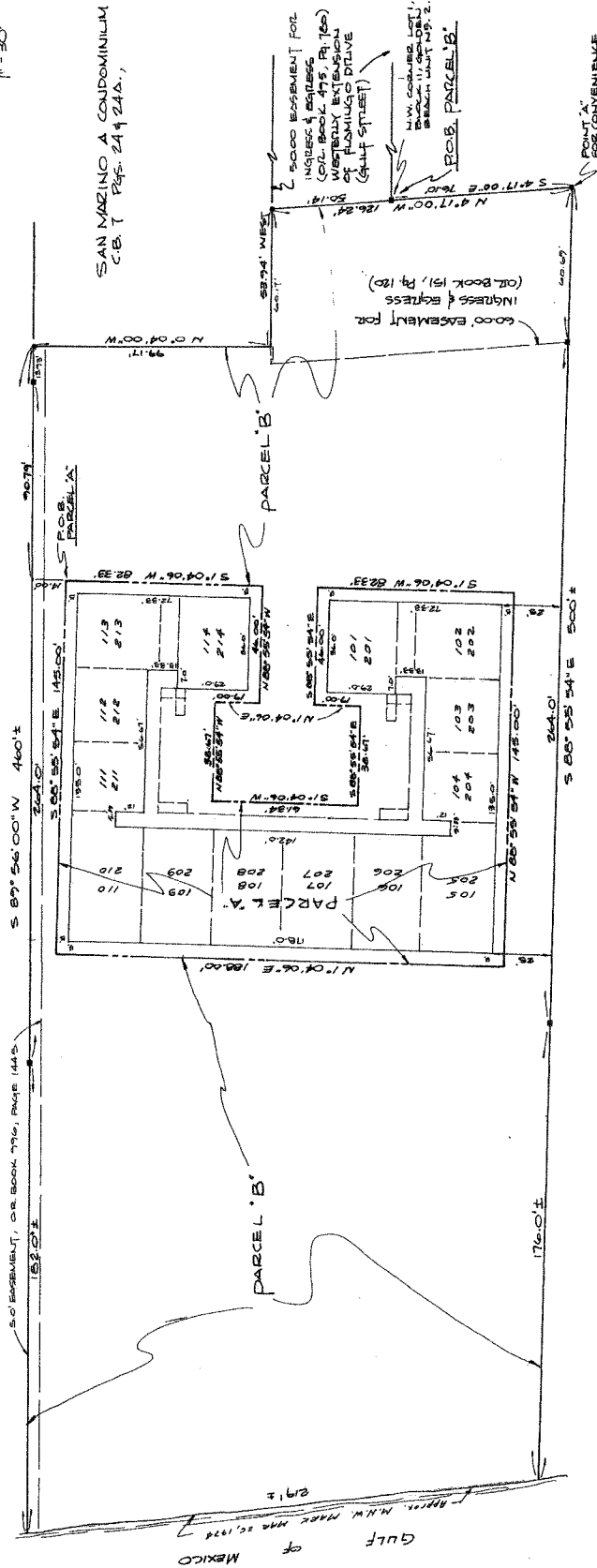
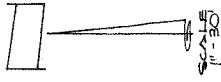
Sheet / of 4

PREPARED BY

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

San Ramon A CONDOMINIUM

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



Sheet 2 of 4

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

47600

Salt Ranch A CONDOMINIUM

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

LEGEND
 --- UNIT BOUNDARY
 --- LINE
 --- COMMON ELEMENT
 --- BUILDING LINE

FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 FINISHED FLOOR ELEV. 12.34
 FINISHED CEILING ELEV. 20.29

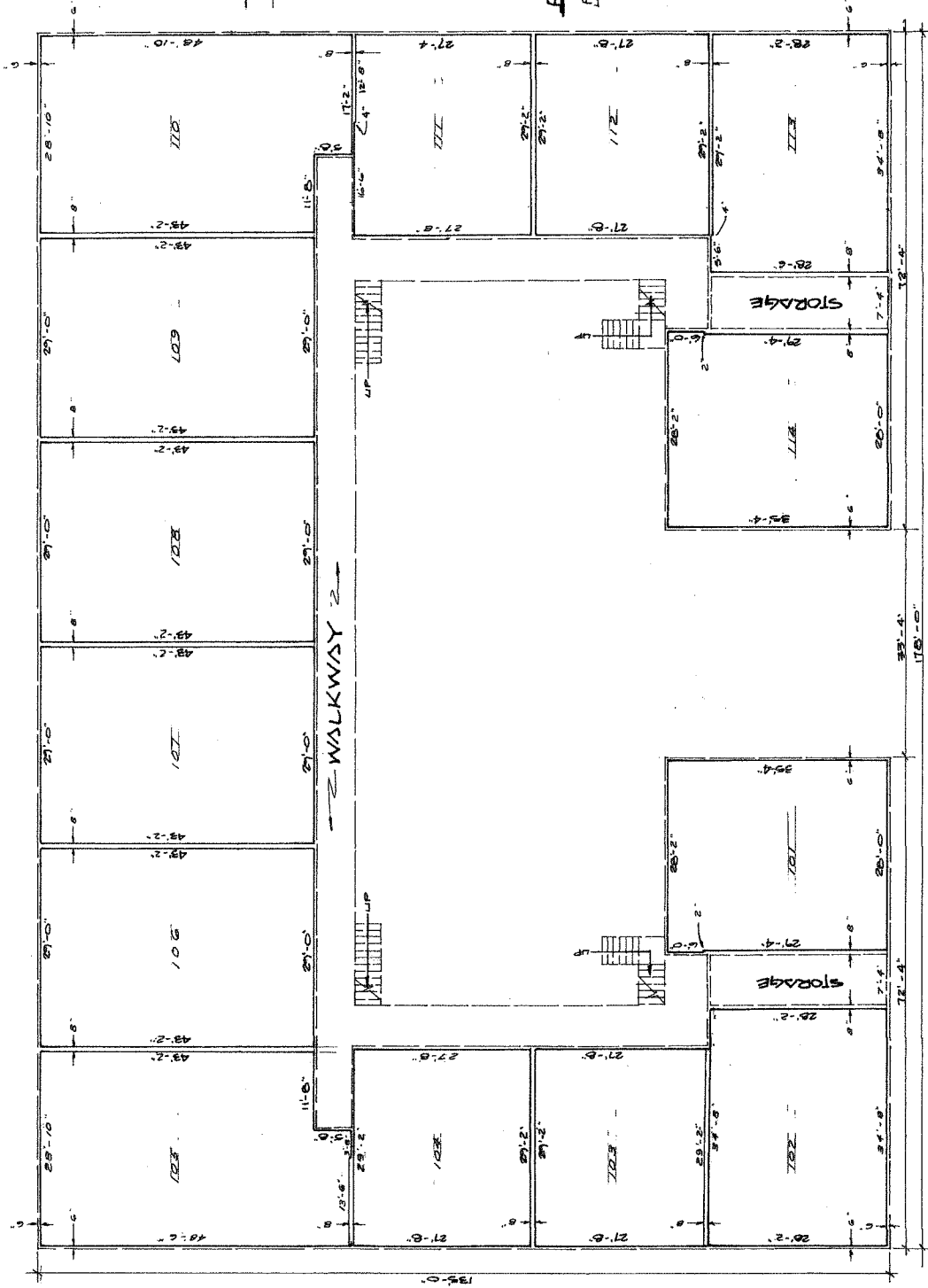
Sheet 3 of 4

PREPARED BY

R. F. SUTTON & ASSOC., INC.

CIVIL ENGINEERS & LAND SURVEYORS

VENICE - FLORIDA



Sun Ranch A CONDOMINIUM

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

