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Prepared by and Return to:

Roy E. Dean

Iudd, Ulrich, Scarlett, Wickman & Dean, P.A.

2940 South Tamiami Trail

Sarasota, Florida 34239

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM
OF
CASA DI AMICI, A CONDOMINIUM



THE UNDERSIGNED, as President of CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., hereby certifies that the Declaration Of Condominium of CASA DI AMICI, A CONDOMINIUM, as the declaration was originally recorded as Instrument #2004067960, and as amended as Instrument #2004229649, of the Public Records of Sarasota County, Florida, as amended, was duly restated and amended by the required affirmative action of the board of directors, and by the required affirmative action of the entire membership of the Association at its meeting held on July 17, 2013. It is further certified that the amended declaration is attached hereto as restated, but that it was submitted to the board and to the members showing deletions and additions.

IN WITNESS WHEREOF, the Association has caused this certificate to be executed by its president this 26th day of July, 2013.

WITNESSES:

Serena Schortzmann
Print Name: Serena Schortzmann

Patricia K Doll
Print Name: Patricia K Doll

STATE OF Florida
COUNTY OF Sarasota

Casa Di Amici Condominium
Association, Inc.

By: Bill Cummings
Bill Cummings, President

(SEAL)

The foregoing instrument was acknowledged before me this 26th day of July, 2013, by Bill Cummings as president of Casa Di Amici Condominium Association, Inc., on behalf of the association. He is personally known to me or has produced _____ as identification



LISA M. MARTIN
MY COMMISSION # DD 949275
EXPIRES: December 30, 2013
Bonded Thru Budget Notary Services

Lisa M. Martin
Print Name: Lisa M. Martin
Notary Public
My Commission Expires: 12-30-13

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RESTATED DECLARATION OF CONDOMINIUM OF

CASA DI AMICI, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that CASA DI AMICI VENICE, LLC, a Delaware limited liability company, for itself, its successor grantees, and assignees, has submitted to the Condominium form of ownership, pursuant to Chapter 718 of the Florida Statutes, that certain real property located in the County of Sarasota, State of Florida, together with any and all improvements erected or to be erected thereon, which real property is described as Phase I in Exhibit "A" attached to the Declaration of Condominium recorded as Instrument #2004067960 and as Phase II and Phase III in Exhibit "A" attached to the amendment to the Declaration of Condominium recorded as Instrument #2004229649, all in the Public Records of Sarasota County, Florida, which exhibits are made a part hereof by reference. The submission to Condominium ownership is made subject to all provisions of Chapter 718, Florida Statutes, as amended, and all restrictions, reservations, covenants, conditions, limitations and easements of public record and as set forth or otherwise referred to herein, all of which shall be and constitute covenants running with the land or equitable servitude upon the land and shall be binding upon the land and shall be binding upon all Unit Owners as hereinafter defined, and their grantees, devisees, mortgagees, successors and assignees.

ARTICLE I **THE CONDOMINIUM ACT**

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

ARTICLE II **NAME AND LOCATION**

The name and location by which this Condominium is to be identified is:

CASA DI AMICI, A Condominium
Corso Venetia Boulevard and Vicenza Drive
Venice, Florida 34293

ARTICLE III **DESCRIPTION OF THE LAND**

The lands submitted to the Condominium form of ownership are the lands specifically described in the exhibits specified above and identified as Phase I, Phase II, and Phase III on the Plats hereinafter defined.

ARTICLE IV

DEFINITIONS

The terms used in this Declaration of Condominium and its Exhibits, including the Bylaws of the Association shall be defined and construed in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

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

4.2 Association: "Association" means CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, and its successors and assigns, which is and shall be the legal entity responsible for the operation of this Condominium.

4.3 Board: "Board" or "Board of Directors" means the Board of Directors of CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation.

4.4 Bylaws: "Bylaws" means the Bylaws for the governing of CASA DI AMICI CONDOMINIUM ASSOCIATION, INC.

4.5 Common Elements: "Common Elements" means the portions of the Condominium Property not included in the Units, as herein defined.

4.6 Common Expenses: "Common Expenses" means all expenses and Assessments which are properly incurred by the Association for the Condominium.

4.7 Common Surplus: "Common Surplus" means the excess of all receipts of the Association for this Condominium and the owners of the Units, including but not limited to Assessments, receipts and revenues on account of the Common Elements over the amount of the Common Expenses.

4.8 Condominium: "Condominium" means that form of ownership of Condominium Property under which Units are subject to ownership by one or more owners, and appurtenant to each Unit as a part thereof is an undivided share in the Common Elements.

4.9 Condominium Parcel: "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit and all other appurtenances thereto.

4.10 Condominium Property: "Condominium Property" means and includes the lands that are subjected to Condominium ownership, whether or not contiguous, together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.11 Condominium Unit or Unit: "Condominium Unit" or "Unit" means that property which is subject to private ownership as defined in the Condominium Act, as further and

specifically described in this Declaration and as designated on Exhibits identified herein and made a part hereof.

4.12 Declaration of Condominium: "Declaration of Condominium" means this instrument by which the Condominium is created, as it may be amended from time to time. Throughout this instrument, the "Declaration of Condominium" shall be called the "Declaration."

4.13 Developer: Casa Di Amici Venice, LLC, a Florida limited liability company, was the Developer of this Condominium, and is herein referred to as the "Developer."

4.14 Institutional Mortgage: "Institutional Mortgagee" means national or state banks, national or state savings and loan associations, insurance companies, FHA approved mortgage lenders and mortgage bankers.

4.15 Limited Common Elements: "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

4.16 Master Association: "Master Association" means the Venetia Community Association, Inc., a Florida corporation.

4.17 Master Documents: "Master Documents" means The Master Declaration of Covenants, Conditions and Restrictions For Venetia recorded in Official Records Instrument #1998101160, Public Records of Sarasota County, Florida, as amended, including the Articles of Incorporation and Bylaws of the Master Association, as they may be amended from time to time.

4.18 Unit Owner or Owner of Unit: "Unit Owner" or "Owner of Unit" means the owner in fee simple of a Condominium Parcel or Unit.

4.19 Single Family: "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than three persons living together who may or may not be interrelated.

4.20 Surface Water Management System: "Surface Water Management System" shall mean that portion of the Condominium Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including but not by way of limitation, that portion of the Condominium Property subject to the jurisdiction of the Southwest Florida Water Management District ("SWFWMD") and the Sarasota County Natural Sciences Division.

ARTICLE V

DESCRIPTION OF CONDOMINIUM AND DEVELOPMENT PLAN

The description of the Condominium and the plan for development of the Condominium are as follows:

5.1 Survey, Graphic Descriptions and Floor Plans: The plats of the Condominium Property are recorded in Condominium Book 36, Page 43, Condominium Book 37, Page 20, and Condominium Book 37, Page 21, Public Records of Sarasota County, Florida, ("Plats") showing easements, a graphic description of the buildings and improvements in which Units are located, and floor plans thereof are all included in the Plats, which are made a part hereof by reference, which Plats, together with this Declaration, are in sufficient detail to identify the Units, Common Elements and Limited Common Elements of the Condominium Property, including any and all locations and dimensions, which together, when constructed, constitute this Condominium.

5.2 Units and Building: Phase I of the Condominium consists of thirteen (13) Buildings, and each Building contains four (4) Units. Phase II of the Condominium consists of fourteen (14) Buildings, and each Building contains four (4) Units. Phase III of the Condominium consists of thirteen (13) Buildings, and each Building contains four (4) Units. Construction of the improvements is completed. In the event the actual physical location of any Unit or Common Limited Element at any time does not precisely coincide with the Plats the actual physical locations, dimensions and descriptions shall control.

THERE SHALL NOT BE CREATED ANY TIME-SHARE ESTATES IN ANY PHASE

5.3 Development Plan (Phase Plan): The Condominium has been established in three (3) separate phases.

A general description of each phase is set forth below:

(a) Phase I: Phase I consists of 52 Units constructed upon the lands described in Condominium Book 36, Page 43. The location of the Units in Phase I is graphically depicted on the Plat thereof.

(b) Phase II: Phase II consists of 56 Units constructed upon the lands described in Condominium Book 37, Page 20. The location of the Units in Phase II is graphically depicted on the Plat thereof.

(c) Phase III: Phase III consists of 52 Units constructed upon the lands described in Condominium Book 37, Page 21. The location of the Units in Phase III is graphically depicted on the Plat thereof.

(d) Each Unit in all phases shall be entitled to one (1) vote in the Association.

(e) The percentage ownership of each Unit Owner in the Common Elements shall be as set forth in Paragraph 5.4 of this Article and further shown upon Exhibit "C" attached to the Declaration recorded as Instrument #2004067960, which exhibit is made a part hereof by reference.

5.4 Undivided Share in the Common Elements and Share in the Common Expenses and Common Surplus Appurtenant to Each Unit:

(a) Each Unit shall have as an appurtenance thereto an undivided share in the Common Elements as set forth as a percentage in the schedule contained in Exhibit "C" attached to the Declaration recorded as Instrument #2004067960, which exhibit is made a part hereof by reference, and which undivided share is further described in Article VII of this Declaration.

(b) The Common Expenses shall be apportioned among and paid by the Unit Owners, and the Unit Owners shall share in the Common Surplus in the percentages as set forth in the schedule contained in Exhibit "C" attached to the Declaration recorded as Instrument #2004067960, which exhibit is made a part hereof by reference. The share of Common Expenses and share of Common Surplus entitlement is further described in Article VII.

5.5 Unit Boundaries: Each Unit shall consist of that part of the improvements containing the Unit that lies within the boundaries of the Unit, which are as follows:

(a) Each Unit consists of that area and volume of space enclosed by and contained within the unfinished upper boundaries, lower boundaries, and perimetrical boundaries as defined below:

(1) Upper boundaries: The upper boundaries shall be the unfinished surface (horizontal plane) of the ceiling of the Unit.

(2) Lower boundaries: The lower boundaries shall be the unfinished surface (horizontal plane) of the floor of the Unit.

(3) Perimetrical boundaries: The perimetrical boundaries shall be the unfinished inner surfaces of the perimeter walls of the Unit. When there is attached to the building a lanai, garage or other portion of the building serving only the Unit being bounded, then the interior or unfinished surface of any such lanai, garage or building portion shall be included within and be a part of the Unit.

(b) Interior Dividing Wall: The Unit shall include interior dividing walls and partitions including the space occupied by such interior walls or partitions and lanais excepting load bearing interior walls.

(c) Exterior Perimeter Walls/Load Bearing Walls: The Unit Owner shall not be deemed to own the unfinished surfaces of the exterior perimeter walls or the undecorated and/or unfinished surfaces of the interior load bearing walls. The Unit Owner shall be deemed to own all wallpaper, paint, plaster, carpeting and other finishing materials affixed or installed as a part of the physical structure of the Unit.

(d) Floors and Ceilings: The Unit Owners shall not be deemed to own the unfinished and/or undecorated surfaces of the perimeter floors and ceilings surrounding the Unit. The Unit Owner shall be deemed to own all tile, carpeting and floor coverings, as well as paint and plaster ceiling surfaces which shall be installed as a part of the physical structure of the Unit.

(e) Utility Equipment and Conduits: The Unit Owner shall be deemed to own the pipes, wires, conduits, air passageways, ducts or other utility lines located within the Unit boundaries, as above described, and which service the Unit only. However, the Unit Owner shall not be deemed to own pipes, wires, conduits, air passageways, ducts or other utility lines running through or adjacent to the Unit which are utilized for or serve more than one (1) Unit or the common areas, which items shall be made a part of the Common Elements.

(f) Air Conditioning/Heating: Any air conditioning/heating equipment which services only a single Unit shall be considered part of said Unit and not a Common Element.

(g) Windows and Doors: All windows and doors, including, but not limited to, all hardware thereof, servicing a Unit shall be a part of the Unit. All glass, screen, and screening shall be a part of the Unit.

5.6 Common Elements: The Common Elements shall include the following:

(a) The land on which the improvements are located and all other lands included in the Condominium Property, whether or not contiguous.

(b) All parts of the Condominium buildings and improvements which are not included within the Units, as "Units" are herein defined.

(c) An easement of support in every portion of a Unit which contributes to the support of a building.

(d) Installations for the furnishings of utility services to more than one (1) Unit or to the Common Elements.

(e) Elevators and elevator shafts and stairwells, if applicable.

(f) All walkways, roadways and sidewalks being a part of the Condominium Property.

(g) The Surface Water Management System.

(h) All driveways, subject to the rights of Unit Owners to whom an assignment of right to use a Limited Common Element has been made in accordance with the terms of Subparagraph 5.7(b) below.

(i) All lighting fixtures utilized to illuminate the Common Elements.

(j) All lawns, trees and landscaping.

(k) All exterior railings and exterior stairways.

(l) All electrical and mechanical rooms and trash chutes.

(m) The cabana and the pool, as more particularly described in Paragraph 5.8 herein.

5.7 Limited Common Elements:

(a) Garages are Limited Common Elements: The exclusive use of each garage is to be assigned to a designated Unit by the Developer. Maintenance of the automatic garage door opener and mechanisms, all interior spaces within the garages, and the repair and replacement of the overhead garage door, shall be the Unit Owner's responsibility. Painting of the exterior surface of the overhead garage door, and the maintenance of other exterior surfaces of the garages, including painting of the overhead garage door, shall be by the Association and shall be a Common Expense.

(b) Lanais: The lanais accessed through a Unit and serving exclusively a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for regular cleaning, maintenance, excluding the painting of the wall, ceiling and floor surfaces of the lanai. No floor surface or covering may be installed on a lanai without the prior written approval of the Board of Directors. The maintenance, repair and replacement of any approved floor surface or enclosure shall be the responsibility of the Unit Owner. Maintenance, including, but not limited to, cleaning the outside of the screens, repair and replacement of screening, sliding glass doors and tracks, assemblies and framing thereof shall also be the responsibility of the Unit Owner.

(c) Reserved: The Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and shall pass with a Unit as an appurtenance thereto with the exclusive right to use the Limited Common Elements so appurtenant.

5.8 Recreational Common Facilities: The Developer has constructed recreational facilities consisting of a cabana and a swimming pool, which recreational facilities shall be available for use by all Owners of Units in CASA DI AMICI, A CONDOMINIUM. The recreational facilities shall be shared with the VILLA PARADISO NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation ("Villa Paradiso"), and are located on Tract 425, VENETIA PHASE 5, as per plat thereof, recorded in Plat Book 43, Pages 42-42G, Public Records of Sarasota County, Florida. The recreational facilities, together with the land upon which they are located, was conveyed to VILLA PARADISO NEIGHBORHOOD ASSOCIATION, INC., as to an undivided 21% interest, and to CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., as to an undivided 79% interest, by deed recorded as Instrument # 2006092453, 1 Page, in the Official Records of Sarasota County, Florida.

The costs of maintenance, repair and replacement of such recreational facilities and improvements, including but not limited to maintenance and repair costs, taxes, utilities and insurance, shall be paid by the Association, which costs shall be shared by Villa Paradiso on a pro rata basis, based on the number of units in each development.

5.9 Master Covenants: The Condominium is located within a community known as Venetia. All real property in Venetia is subject to the provisions of the Master Documents. The Master Association is charged with the enforcement of the Master Documents. Each Unit Owner shall have the non-exclusive right to use the Venetia Common Areas, subject to the Master Documents and the rules and regulations of the Master Association.

ARTICLE VI EASEMENTS

The following easements are expressly provided for and granted or reserved in favor of the Developer, the Association, the Master Association, the Unit Owners, and all mortgagees and occupants of the Units in this Condominium, and their successors, assigns, guests, invitees, or other authorized occupants or visitors:

6.1 Utilities: Perpetual, non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services which may be provided by the Developer, its successors or assigns, or by any utility company to provide services to the Condominium. This grant of easement includes the right to install and maintain all necessary equipment upon the Condominium Property and to enter upon the Condominium Property to service same. In the event that any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic nonexclusive easement on said utility easement for as long as such encroachment shall continue.

6.2 Encroachments: In the event that any Condominium Unit or Common Element shall encroach upon any of the Common Elements of the Condominium or upon any other Unit, for any reason except the intentional or negligent act of another Unit Owner, then an easement shall exist to the extent of such encroachment for so long as the same shall exist.

6.3 Traffic: A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, parking areas, elevators, recreation area facilities and other portions of the Common Elements as may from time to time be necessary and intended for such purpose and use for the purpose of going from one portion of the Condominium to another, and for vehicular traffic as may be necessary for the Unit Owners, their assigns, guests, and invitees; provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit.

6.4 Access: A perpetual easement shall exist for the purpose of ingress, egress, passage and entry in favor of all employees of the Association, all employees of the Master Association, all employees of the Developer and its successors, assigns, guests and invitees.

6.5 Maintenance: Perpetual, non-exclusive easements are reserved throughout the Common and Limited Common Elements of the Condominium for maintenance purposes in order to adequately maintain all such areas.

6.6 Roads: All Unit Owners and occupants of any Unit, their guests and invitees shall have an easement over any private roads constructed on the Condominium.

ARTICLE VII
OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS
AND SHARE OF COMMON EXPENSES AND VOTING RIGHTS

7.1 Ownership of Common Elements and Common Surplus: Each Unit shall have and own an undivided percentage interest in the Common Elements and Common Surplus. The undivided interest owned by each Unit Owner in the Common Elements and Common Surplus is set forth on Exhibit "C," attached to the Declaration recorded as Instrument #2004067960, which exhibit is made a part hereof by reference.

The Developer has not considered the size of the Unit in apportioning the Common Expenses and in determining the ownership of the Common Elements and Common Surplus. Each Unit has an undivided 1/160 share in the ownership of the Common Elements and the Common Surplus.

The adjusted fractional undivided ownership interest in the Common Elements attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to Condominium ownership pursuant to the Declaration.

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

7.2 Share of Common Expenses: Each Unit Owner shall be responsible for the payment of a proportionate share of the Common Expenses, which proportionate share shall be a percentage thereof equal to the undivided percentage interest as set forth on Exhibit "C" to the Declaration recorded as Instrument #2004067960, which exhibit is made a part hereof by reference, and as provided in Paragraph 7.1 above.

7.3 Voting Rights: Subject to the provisions of the Bylaws of the Association applicable thereto, a Unit Owner is entitled to one (1) vote for each Unit owned. In the event that the Unit shall be owned by more than one (1) individual, then all Unit Owners of such Unit shall agree upon and designate, in writing, the name of one of the individual Unit Owners of that Unit as the designated voter, which shall be filed with the Secretary of the Association. Only the Unit Owner so designated shall be entitled to vote for the Unit.

7.4 Restraint Upon Separation and Partition of Common Elements: The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall be permitted.

ARTICLE VIII

MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the Condominium Property and restrictions upon alterations and improvements shall be as follows:

8.1 Common Elements and Limited Common Elements:

(a) By the Association: The maintenance and operation of the Common Elements, and items specified herein, shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses.

(b) Surface Water Management System: The maintenance and operation of the Surface Water Management System, including, but not limited to, all lake banks, swales, ditches, retention and detention ponds within the Condominium Property, wherever located, shall be the responsibility of the Master Association. If the Surface Water Management System, or related facilities, are not adequately maintained in accordance with Sarasota County and/or SWFWMD standards, or if the Master Association should fail to exist, Sarasota County and/or SWFWMD shall have the right, but not the obligation, to go onto the property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. Sarasota County and/or SWFWMD shall have the right to recover all expenses of such operation, maintenance, and repair by imposing and enforcing assessments, including the right to impose liens, as set forth in these restrictions.

(c) Alteration and Improvement: After the completion of the improvements included in the Common Elements and Limited Common Elements which are set forth in this Declaration, there shall be no alterations of, nor further improvements made to, the Common Elements or Limited Common Elements without prior approval in writing of not less than 75% of the Unit Owners at the time of the proposed improvements. Any such alteration or improvement which is approved, by not less than 75% of the Owners as aforesaid, shall not interfere with the rights of any other Unit Owner without such Unit Owner's specific consent. Notwithstanding anything herein to the contrary, the Board of Directors of the Association may, by proper action in accordance with the Bylaws of the Association, cause to be made necessary maintenance, repairs and/or replacements without Unit Owner vote, as herein described. There shall be no change in the shares and rights of the Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvement.

(d) Act or Omission: If, due to willful, careless or negligent act or omission of a Unit Owner, a member of his or her family, household pet, a guest, invitee or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance shall be required which would otherwise be a Common Expense, then such Unit Owner shall be responsible for such damage and maintenance as may be determined by the Association.

8.2 Units:

(a) By the Association: The Association shall maintain, repair and replace at the Association's expense the following:

(1) Any and all load-bearing columns and load-bearing walls which shall contribute to support of more than one (1) Unit, except the interior finish and surfaces of such columns and walls.

(2) All conduits, ducts, plumbing (except plumbing lines within the common area but which serve a single Unit), wiring and other facilities for the furnishing of the utility services contained in the portions of a Unit maintained by the Association and all such facilities contained within a Unit that services part or parts of the Condominium other than the Unit within which it is contained.

(3) The exterior painting of a Unit.

(b) By the Unit Owner: The responsibility of a Unit Owner shall be as follows:

(1) To maintain, repair and replace at his or her sole expense all portions of the Unit, except the portions to be maintained, repaired or replaced by the Association, including, but not limited to, all exterior doors and windows, exterior door and window frames, and door and window hardware, door and window caulking, door and window glass, storm doors, screen doors, screens and screening, electric panels, electric wiring, electric outlets and fixtures, door bells and door knockers, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing (including plumbing lines within the common areas that serve his or her Unit only), fixtures and connections within the Unit, interior surfaces of all walls, including drywall and plaster, floors, and ceilings and all other portions of his or her Unit or Limited Common Element located within the exterior boundary walls surrounding his or her cubical or space except the portions specifically to be maintained, repaired and replaced by the Association as set forth in Subparagraph 8.2(a) above.

(2) Not to cause or permit any alteration to the Condominium Property except the interior portions of the Unit. Unit Owner shall not cause or permit any alteration or modification of structural and load-bearing walls.

(3) Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the building.

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

(c) Alteration and Improvement: Except as otherwise provided in this Declaration, no Unit Owner shall make any alteration or improvement to his or her Unit, including, but not limited to, the color and style of all exterior windows and doors, and appurtenances, of a Unit, unless he or she has first obtained approval in writing of the Board of Directors of the Association. If said Unit 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 providing the Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony, patio, screening, exterior door, window, structural or load bearing member, electrical service or plumbing service; and further, provided that all alterations and improvements shall be in compliance with all existing building codes and such Rules and Regulations as may be promulgated from time to time by the Board of Directors of the Association; and no alterations shall be made that shall cause any increase in any insurance premium to be paid by the Association.

(d) Failure to Repair: In the event that a Unit Owner shall fail to timely make any repair required to be made by the Unit Owner by the provisions of this Article, which failure to repair shall adversely affect a Unit or Common Element of the Condominium, then the Association may enter into such Unit, upon reasonable notice and during reasonable hours, to inspect such Unit and make necessary repairs and/or maintenance. The Association shall be entitled to recover from the Unit Owner all costs of such repairs.

(e) Surface Water Management System: It shall be the responsibility of each Unit Owner to comply with the construction plans of the Surface Water Management System pursuant to Chapter 4013-4, F.A.C., approved and on file with SWFWMD. No Unit Owner may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, if any, as described in the approved permit and the plat(s) for the Condominium Property unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Unit Owner's responsibility not to remove native vegetation that becomes established within the wet detention ponds. Removal includes dredging, the application of herbicides or algacides, introduction of grass carp, and cutting. Unit Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department. As used in this section, the terms "wetland," "buffer areas," "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permit(s) for the Subdivision and the regulations of SWFWMD.

The Surface Water Management System for the Condominium Property shall be installed, operated and maintained by the Master Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the Surface Water Management System shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority.

ARTICLE IX ASSESSMENTS

The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

9.1 Share of Common Expenses: Each Unit Owner shall be liable for a share of the Common Expenses and shall share in any Common Surplus in accordance with the percentage ownership as stated in Section 7.1 of the Declaration. No Unit Owner shall have the right to withdraw or receive distribution of his or her share of the Common Surplus except upon termination of the Condominium as provided herein.

9.2 Payments: Each Unit Owner shall timely pay all maintenance fees, Assessments and installments. Any maintenance fees, Assessments and/or installments not paid by ten (10) days after the same is due shall bear interest until paid at the maximum legal rate of interest allowed by law. The Association shall also have the right to charge a late fee.

9.3 Lien for Assessments: A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all Assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Unit Owner may have to recover from the previous Unit Owner the amounts paid by the Unit Owner. Except as otherwise provided by Florida Statutes, the liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt. The provisions of paragraphs (a) and (b) shall not apply in limitation unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discovered by, the mortgagee.

The Association shall have a lien on each Unit for any unpaid Assessments, late fees and for interest thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. Said lien shall be effective as provided by the Condominium Act and a Claim of Lien shall state the description of the Unit, the name of the record owner thereof, the name and address of the Association, the amount due and the date when due, and, as recorded in the Public Records of Sarasota County, Florida, said lien shall continue for a period not to exceed one (1) year after the

lien has been recorded or until all sums secured by the lien shall have been fully paid, whichever shall first occur.

Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien. Liens for unpaid Assessments shall be enforced in the same manner as a foreclosure of a mortgage on real property. In any such foreclosure of lien proceedings, the Court, at its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. The Association shall have the further right to bring suit against the Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Any action to enforce a lien for unpaid Assessments shall be in accordance with the provisions of Florida Statutes, Section 718.116, as the same shall be amended from time to time.

The Association shall have the power to purchase a Condominium Unit at the foreclosure sale, and to thereafter hold, lease, mortgage or convey the same. Any lien(s) for unpaid Assessments recorded in the public records shall be subject to existing mortgages or liens recorded prior thereto. When the mortgagee of a first mortgage of record or other purchaser obtains title to the Condominium Unit as a result of foreclosure of the existing first mortgage, such acquirer of title and its successors and assigns shall, as provided in Section 718.116(l)(b) or Section 718.116(l)(a), Florida Statutes, respectively, be liable for unpaid Assessments or Common Expenses by the Association pertaining to such Condominium Unit which became due and payable prior to the acquisition of title as a result of the foreclosure.

ARTICLE X **ASSOCIATION**

The operation of the Condominium shall be by CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, created and existing under the laws of the State of Florida, which will fulfill its functions pursuant to the following provisions:

10.1 Articles of Incorporation: A copy of the Articles of Incorporation of the Association attached to the Declaration of Condominium recorded as Instrument #2004067960 in the Public Records of Sarasota County, Florida, as Exhibit "D," is made a part hereof by reference.

10.2 Bylaws: A copy of the Bylaws of the Association attached to the Declaration of Condominium recorded as Instrument #2004067960 in the Public Records of Sarasota County, Florida, as Exhibit "E," is made a part hereof by reference.

10.3 Authority: The Association shall have all of the powers and authority reasonably necessary to operate the Condominium as set forth in this Declaration, Rules and Regulations promulgated from time to time by the Board of Directors, the Bylaws and the Articles of Incorporation of the Association, each as may be amended from time to time. Said Association shall have the authority to promulgate Rules and Regulations not inconsistent with the Declaration and also have all the powers and duties of an Association as set forth in the

Condominium Act; the power to acquire and enter into Agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities; and the power to contract for the management of the Condominium and to delegate to the manager all of the powers and duties of the Association. Except as such powers are specifically required by this Declaration, the Articles of Incorporation, the Bylaws or the Condominium Act to have the approval of the membership of the Association, the Board of Directors shall act for the Association.

10.4 Membership in Master Association: Each Unit Owner shall be a member of the Master Association. As long as the Master Association shall exist, this Declaration may not be amended to eliminate or modify this membership requirement. By virtue of their membership, the Unit Owners in this Condominium have a non-exclusive right to use the Common Areas owned by the Master Association, subject to the Master Documents and the rules and regulations of the Master Association. The share of the expenses of the Master Association for which each Unit Owner is liable shall be a fraction of the whole, the numerator of which is one, and the denominator of which is the total number of units located in Venetia during the year the budget is being determined, and as more fully explained in the Master Documents.

ARTICLE XI

CASA DI AMICI CONDOMINIUM ASSOCIATION, INC.

Unit Owners are members of the CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, and each Unit Owner, by virtue of ownership of a Condominium Unit, shall be bound by the terms, conditions, duties, liabilities and obligations under the Declaration and the Association's Articles of Incorporation and Bylaws, and Rules and Regulations promulgated from time to time by the Board of Directors. Each Unit Owner by virtue of acceptance of the deed of conveyance to their Unit, acknowledges that the aforesaid CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., has certain rights which supersede and are paramount to the rights of the Unit Owner, as more particularly provided in the instruments referred to in this Article, including the right of CASA DI AMICI CONDOMINIUM ASSOCIATION, INC. to levy Assessments against the Unit Owners and the Units in this Condominium and the lien rights in favor of said CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., and other rights as more fully set forth in said instruments. The Association's Articles of Incorporation and Bylaws, made a part hereof by reference, have the same force and effect as though they were fully set forth herein.

ARTICLE XII

INSURANCE

Insurance, other than title insurance, including, but not limited to, that which shall be carried upon the Condominium Property and the property of the Unit Owners, shall be governed by the following provisions and as provided in section 718.111 (11), Florida Statutes, as amended from time to time:

12.1 Adequate Property Insurance: Adequate property insurance, regardless of any requirement in the Declaration for coverage by the Association for full insurable value,

replacement cost, or similar coverage, must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months.

(a) Policies may include deductibles as determined by the Board.

(1) The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the condominium property is situated.

(2) The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained.

(3) The Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board in the manner set forth in section 718.112(2)(e), Florida Statutes.

(b) The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association property, the Common Elements, and the Condominium Property that must be insured by the Association pursuant to this Declaration and the Condominium Act.

(c) Every property insurance policy issued or renewed on or after January 1, 2009, for the purpose of protecting the condominium must provide primary coverage for:

(1) All portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

(2) All alterations or additions made to the Condominium Property or Association property pursuant to section 718.113(2), Florida Statutes.

(3) The coverage must exclude all personal property within a Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner.

(d) A Unit Owner's policy must conform to the requirements of section 627.714, Florida Statutes, as amended from time to time.

(1) All reconstruction work after a property loss must be undertaken by the Association except as otherwise authorized in this section. A Unit Owner may undertake reconstruction work on portions of his, her, or its Unit with the prior written consent of the Board of Directors. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit

Owner must obtain all required governmental permits and approvals before commencing reconstruction.

(2) Unit Owners are responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association is chargeable to the Unit Owner and enforceable as an assessment pursuant to section 718.116, Florida Statutes.

(e) The Association may amend the Declaration of Condominium without regard to any requirement for approval by mortgagees of amendments affecting insurance requirements for the purpose of conforming the Declaration of Condominium to the insurance coverage requirements of the Declaration and the Condominium Act.

(f) Any portion of the Condominium Property that must be insured by the Association against property loss pursuant to paragraph 12.1(c) above which is damaged shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense of the Condominium, except that:

(1) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the Association by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

(2) The provisions of subparagraph 12.1(f)(1) above regarding the financial responsibility of a Unit Owner for the costs of repairing or replacing other portions of the Condominium Property also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure.

(3) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this paragraph is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

(4) The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

(g) An Association may, upon the approval of a majority of the total voting interests in the Association, opt out of the provisions of paragraph (f) above for the allocation of repair or reconstruction expenses and allocate repair or reconstruction expenses in the manner provided in the Declaration as originally recorded or as amended. Such vote may be approved by the voting interests of the Association without regard to any mortgagee consent requirements.

(h) Any Association or Condominium voting to opt out of the guidelines for repair or reconstruction expenses as described in paragraph (f) above must record a notice setting forth the date of the opt-out vote and the page of the official records book on which the declaration is recorded. The decision to opt out is effective upon the date of recording of the notice in the public records by the Association. An Association that has voted to opt out of paragraph (g) above may reverse that decision by the same vote required in paragraph (g) above, and notice thereof shall be recorded in the official records. Recording in the official records shall mean recording in the Public Records of Sarasota County, Florida.

(i) The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former owner of the Unit or by the Developer if the improvement benefits only the Unit for which it was installed and is not part of the standard improvements installed by the Developer on all units as part of original construction, whether or not such improvement is located within the Unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.

12.2 Additional Insurance: The Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the president, secretary, and treasurer of the Association. The Association shall bear the cost of any such bonding. The Board of Directors of the Association shall obtain such other insurance as, in its discretion, it may determine from time to time to be in the best interest of the Association and the Unit Owners, including, but not limited to, Officers and Directors Liability, Public Liability, and Workmen's Compensation.

12.3 Premiums: Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense except as otherwise provided herein or by the Condominium Act.

ARTICLE XIII **RECONSTRUCTION OR REPAIR AFTER CASUALTY**

13.1 Determination to Reconstruct or Repair: If any part of the Condominium shall be damaged by casualty, whether or not it shall be constructed or repaired shall be determined in the following manner, subject, however, to the provisions of section 718, Florida Statutes, as amended from time to time, regarding termination of a condominium.

(a) Common Elements: If the damaged improvement is a Common Element the same shall be reconstructed or repaired, unless the damages to the building containing such Common Element extend to the Units in which case the provisions of subparagraph 13.1(b) below shall apply.

(b) Building:

(1) Partial Destruction: If the damaged improvement is one of the buildings and less than 90% of the amount of the insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless 75% of the owners and all of the institutional mortgagees holding first mortgages upon the Units contained within such building shall within sixty (60) days after casualty agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction: If the damaged improvement is one of the buildings and 90% or more of the amount of the casualty insurance applicable to such building is forthcoming by reason of such casualty, then the building shall not be reconstructed or repaired unless within sixty (60) days after casualty 75% of the Unit Owners and all institutional mortgagees holding first mortgages upon the Units contained within said buildings shall, within sixty (60) days after the casualty, agree in writing that the same shall be reconstructed or repaired.

(c) Certificate: The Association shall prepare a certificate of the Association made by its President and Secretary, and record the certificate in the Public Records of Sarasota County, Florida, as certification of whether or not the Unit Owners have made a decision to reconstruct or repair.

13.2 Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board of Directors of the Association and the Master Association, and if the damaged property is a building housing a Unit, then by the Unit Owners of all the damaged Units therein, which approval shall not be unreasonably withheld. The approval of the plans and specifications of institutional first mortgagees holding mortgages on the Units involved must also be obtained prior to reconstruction.

13.3 Responsibility: If the damages are only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty as may be provided in this Declaration. In all other cases the responsibility of reconstruction and repair after casualty shall be that of the Association as may be provided in this Declaration.

13.4 Estimates of Cost: When the Association shall have the responsibility of reconstruction or repair, prior to commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

13.5 Assessments for Reconstruction and Repair: If the proceeds of insurance are not

sufficient to defray the estimated cost of reconstruction and repair for which the Association is responsible, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as a Common Expense.

13.6 Construction Funds: The funds for the payment of the cost of reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessment against such Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association: If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited with the Association as controlled by the provisions under Article XII. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the cost of reconstruction and repair.

(b) Construction Fund: The proceeds of insurance collected on account of a casualty and the sums deposited with the Association for collection of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of the construction and repair in the following manner:

(1) Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of construction and repair lies with the Unit Owner shall be paid by the Association or the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(2) Association Lesser Damage: If the amount of estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association Major Damage: If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such cost in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus: It shall be presumed that the first monies disbursed in payment of cost of construction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners thereof as determined by the Board of Directors of the Association.

ARTICLE XIV
RESPONSIBILITIES OF UNIT OWNERS
AND USE RESTRICTIONS

In addition to all other obligations and duties of Unit Owners as set forth in this Declaration, every Unit Owner shall have these additional responsibilities:

14.1 Every Unit Owner shall promptly and timely pay maintenance fees and Assessments when levied by the Association.

14.2 To fully comply with all rules and regulations which may be established by the Association from time to time.

14.3 As described in the Master Documents, all structures, landscaping and improvements to be built on or in Venetia, including the Condominium, must be approved by the Master Association. The Master Documents, as amended, provide the procedure and method for obtaining said approval.

14.4 To fully comply with the following restrictions governing the use of Condominium Property and Units:

(a) No Unit may be used for any purpose other than single family residence.

(b) Two (2) pets will be allowed for owner-residents only. No further pets or animals shall be kept or maintained in the Condominium Unit. No pets will be allowed for lessees/tenants.

(c) There shall be no parking of boats, commercial trucks, trailers, motorcycles or any vehicles other than passenger vehicles (i.e. cars, vans, sport utility vehicles, and non-commercial passenger pick-up trucks) in any parking area except locations which may be designated by the Association for such specific purposes, if any.

(d) Units may be rented or leased only after approval by the Association, as provided for in Article XV of this Declaration, and provided that the entire Unit only may be rented and may not be subdivided, and that the occupancy thereof shall only be by the lessee, his or her family and guests, and further provided that Units may not be leased or rented for a term less than three (3) months.

(e) No reflective window coverings shall be permitted on the windows of a Unit.

(f) No antennas, basketball backboards, poles or hoops, bird feeders or other devices shall be permitted on the exterior of a Unit or the Common Elements.

(g) No signs, except those permitted by the Board, which shall have the authority to establish rules and regulations regarding signs, shall be placed on the Condominium

Property, including, but not limited to, the exterior of a Unit, showing through the window of a Unit, or in the Common Elements.

(h) No clothes or clothes lines shall be attached to or hung from the exterior of a Unit or the Common Elements.

(i) All garbage cans shall be located in the garage so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Condominium Property and shall not be allowed to accumulate thereon. The Board shall have the authority to establish rules and regulations regarding trash disposal, including, but not limited to, when trash is to be placed curbside prior to pick-up and when trash cans shall be returned to garage storage after pick-up.

ARTICLE XV

SALE, RENTAL, LEASE OR TRANSFER

15.1 Ownership Restrictions: The sale, lease, or transfer of a Condominium Unit may be made only to an individual, to a husband and wife jointly, to the trustee or trustees of a trust, the beneficiaries of which are limited to an individual, a husband and wife, or the lineal descendants of the husband and wife, or either of them, or to a partnership organized for the purpose of holding title to a Condominium Unit and the partners of which are an individual or a husband and wife. A Unit Owner may not hold title to more than two (2) Condominium Units. No more than two Condominium Units shall be owned by a husband and wife together or individually. No more than two (2) Condominium Units shall be owned in a partnership or by any of the partnership's partners. Sales, leases, or transfers to multiple owners, trustees, partners, partnerships, except as provided herein, and sales, leases, or transfers to corporations, are prohibited.

15.2 Option of Association: In the event any Unit Owner desires to sell, transfer, rent or lease his Unit, the Association shall have the option to purchase or lease any such Unit upon the same terms and conditions as are offered by the Unit Owner to any third party, subject to the following provisions:

(a) Prior to sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse or member of his or her immediate family, the Unit Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, rental, lease, or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement or lease and such other information as may be reasonably required by the Board. Failure to do so shall be deemed a breach hereof, and any sale, rental, lease or transfer in a contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee. The Board shall have ten (10) business days after receipt of the notice with required information to notify the Unit Owner of its decision. Failure of the Board to act within said 10 business days shall be the equivalent of its approval and may be established by means of an affidavit attached to the deed conveying the Unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by the

President or Vice President of the Association, which may be recorded in the Public Records of Sarasota County, Florida, by and at the expense of the purchaser, lessee or transferee, and if there be any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, lessee or transferee.

(b) If the proposed sale is bona fide, but the Board disapproves the same and exercises its option to purchase, when the Board notifies the Unit Owner of its exercise of the option, it shall deliver to the Unit Owner the deposit required under the terms of the proposed sale within the abovementioned 10 business days and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the proposed sale previously furnished to it. If the Board furnishes the notice to the Unit Owner that it exercises its option but fails to deliver the required deposit, such action shall be the equivalent of its consent which may be established as provided in the procedures in the preceding Subparagraph (a).

(1) If the Board notifies the Unit Owner that it exercises the option and accompanies its notice with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned to any member or members of the Association. The member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association.

(2) Thereupon, the selling Unit Owner may either close the proposed sale of its Unit with the Association or a member or members to whom its obligation to purchase the Unit has been assigned or withdraw the offer specified in its notice to the Board. If neither the Association nor an assignee member or members close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association to the Unit Owner shall be forfeited by the Association and retained by the Unit Owner who may then consummate the transaction with the party who made the original bona fide offer. To perfect title in its transferee, an affidavit executed by the Selling Unit Owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the Unit being sold.

(3) If the proposed transfer is not a bona fide sale, nor excluded by the provisions of this Article, then the fair market value as determined from an independent appraisal shall be used for the transfer price.

15.3 Board Approval: There shall be no sale, lease, transfer of interest or transfer of possession of a Unit without the prior written approval of the Board. The Board may consider the following factors in reaching its decision, and these factors shall be deemed to constitute good cause for disapproval:

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

(b) A person or persons intending to occupy the Unit has or have been convicted of a felony involving violence to persons or property, or demonstrate(s) dishonesty or moral turpitude.

(c) The person seeking approval has a record of financial difficulties, including, without limitation, bankruptcies, foreclosures or bad debts.

(d) The Unit Owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

(e) The 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 or Occupant of a Unit.

(f) The person seeking approval fails to provide the required information, pay any required fees, or be available for a personal interview.

(g) 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.

In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, which shall provide the name, address and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require, including, but not limited to, authorization from the proposed purchaser or tenant for the Board to obtain background and credit reports on such proposed purchaser or tenant. The Board may charge a reasonable transfer fee. The Board must either approve or disapprove the request for approval within ten (10) business days after receipt of all information required by it and to notify the Unit Owner within a reasonable time thereafter of its decision. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee or transferee. If the Board fails to give the Unit Owner written notice of approval or not of the proposed lease within the time aforesaid, its failure to give such notice shall be the equivalent of its consent.

15.4 Exception: The provisions of this Article restricting transfer of a Unit shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his or her successor in title, or through foreclosure proceedings.

15.5 Separation of Interest: A sale of a Unit shall include all of its appurtenances whether so stated or not, and appurtenances may not be sold separately from a Unit. A lease of a

Unit shall include any parking space assigned to it and no parking space may be leased separately from the Unit to which it is assigned. No Unit may be partitioned or subdivided.

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

15.7 Fee for Approval: No fee shall be charged by the Association in connection with the transfer or approval which is in excess of the expenditures reasonably required for such transfer and this expense shall not exceed the fee permitted under the Condominium Act, as amended from time to time.

15.8 Notice of Lien or Suit:

(a) Notice of Lien: A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) Notice of Suit: A Unit Owner shall give notice in writing to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

(c) Failure to Comply: Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

ARTICLE XVI **PURCHASE OF UNITS BY ASSOCIATION**

The Association shall have the power to purchase Units, subject to the following provisions:

16.1 Decision: The decision of the Association to purchase a Unit shall be made by its Board of Directors, without approval of its membership except as elsewhere provided in this Article.

16.2 Limitations: If at any one time the Association shall be the owner or agreed purchaser of five (5) or more Units, it shall not purchase any additional Units without the prior written approval of 75% of the members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be eligible to vote thereon.

ARTICLE XVII **COMPLIANCE AND DEFAULT**

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations adopted pursuant thereto as they may be amended from time to time. Failure of the Unit Owner

to comply therewith shall entitle the Association or other Unit Owners to the following relief, in addition to other remedies provided in this Declaration and the Condominium Act:

17.1 Enforcement: The Association, its manager or other authorized persons, as the case may be, are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by such means as are provided by the Condominium Act, as amended, including, but not limited to, the imposition of reasonable fines, in that the Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners who are neither board members nor persons residing in a board member's household. If the committee does not agree with the fine, the fine may not be levied. These provisions regarding fines do not apply to unoccupied Units.

17.2 Negligence: A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

17.3 Costs and Attorney's Fees: In any action arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Act, the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents as may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs of the proceedings and reasonable attorney's fees as may be awarded by a court.

17.4 No Waiver of Rights: The failure of the Association or of any Unit Owner or Developer to enforce any covenant, restriction or other provisions 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.

ARTICLE XVIII **AMENDMENTS**

Except as may be otherwise specifically provided for in this Declaration, the provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Association may be amended in the following manner:

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

18.2 Resolution: An Amendment may be proposed by either the Board of Directors or by 25% of the members of the Association. The adoption of any proposed amendment, except as elsewhere provided, shall be by a majority of the voting interests of the Association.

18.3 Agreement: In the alternative, an Amendment may be made by an Agreement signed and acknowledged by all of the record owners of the Units, in the manner required for the execution of a deed, and such Amendments shall be effective when recorded in the Public Records of Sarasota County, Florida.

18.4 Proviso: Amendments may be subject to the provisions of the Condominium Act, as amended from time to time regarding, for example, the joinder and consent of record mortgagees and amendments which change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proration or percentage by which the Owner of the parcel shares the Common Expenses and owns the Common Surplus, or as otherwise set forth in the Condominium Act.

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

18.6 Surface Water Management System: Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Elements, must have the prior approval of SWFWMD, the Sarasota County Engineer or its designee, and any other governmental authority with jurisdiction.

ARTICLE XIX **TERMINATION**

The Condominium may be terminated at any time by approval, in writing, of all of the Unit Owners of the Condominium and by all record owners of the mortgages upon Units therein.

19.1 Total Destruction of the Buildings: If all of the Condominium buildings as a result of a common casualty are damaged within the meaning of Subparagraph 13.1(b), and it is not decided, as therein provided, that such buildings shall be reconstructed or repaired, the Condominium form of ownership will hereby terminate without agreement and the following paragraph provision shall thereupon become effective.

The Unit Owners shall be the owners, as tenants in common, of all the Condominium Property and all the assets of the Association. The shares of such tenants in common shall be as set forth in Article V, which is the same as the Unit Owner's share in the Common Property and Common Surplus.

19.2 General Provisions: Upon termination of the Condominium, the mortgagee and the lienor of a Unit owned by a Unit Owner, which Unit Owner shall thereby become a tenant in

common with each other Unit Owner, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties, rights and assets which the Unit Owner may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its officers certifying as to the facts effecting the termination, which certificate shall be effective upon being recorded in the Public Records of Sarasota County, Florida.

19.3 Amendment: This section containing termination shall not be amended without consent or approval of four-fifths (4/5) of all the voting interests.

ARTICLE XX **STATUTORY TERMINATION**

Section 718.117, Florida Statutes, as amended, provides methods of termination of condominium because of economic waste or impossibility of operation or reconstruction notwithstanding any provision to the contrary in this Declaration, and provides an optional termination if approved by at least 80 percent of the total voting interests of the condominium if not more than 10 percent of the total voting interests of the condominium have rejected the plan of termination as provided in the statute.

ARTICLE XXI **ADDITIONAL RIGHTS OF MORTGAGEE**

If the holder of a first mortgage of record on a Condominium parcel acquires title as a result of foreclosure, such acquirer of title and its successors and assigns shall have the following rights:

21.1 Such acquirer shall, as provided in Section 718.116(l)(b), Florida Statutes, as amended from time to time, be liable for the share of the Common Expenses or Assessments by the Association pertaining to the Condominium parcel so acquired or chargeable to the former Unit Owner of the acquired parcel, which became due prior to the acquisition of the title as a result of the foreclosure.

21.2 It shall not be necessary that such acquired title be approved for purposes by the Board of Directors as contemplated by the provisions of Paragraph 15.2 of this Declaration. However, any such acquirer of title shall notify the Association of the acquisition of title and shall comply with all restrictions and limitations as set forth in this Declaration and all Rules and Regulations of the Condominium.

21.3 Any unpaid share of the Common Expenses or Assessments chargeable to the former Unit Owner or a parcel acquired under this Article shall be a Common Expense collectable from all of the Unit Owners including such acquirer, its successor and assigns, provided, however, the Association shall not be precluded from collection of the amount due from such former Unit Owner of Unit Owners.

21.4 The Association shall, at the request of a mortgagee, report directly to the mortgagee (in addition to the Owner) any unpaid Assessments due from the Owner of the Condominium Parcel encumbered by a mortgage owned by the mortgagee.

ARTICLE XXII **CONDEMNATION**

22.1 The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes.

22.2 In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

ARTICLE XXIII **SEVERABILITY**

The invalidity in whole or in part of any covenant or restriction of any paragraph, subparagraph, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles, Bylaws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof.

ARTICLE XXIV **COVENANTS**

The provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and the rights and obligations established thereby, shall be deemed to be covenants running with the land so long as the property herein described remains subject to the provisions of the Condominium Act and shall inure to the benefit of, and be 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 shall be subject to, all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws of the Association, and the Rules and Regulations thereunder.

ARTICLE XXV **NOTICES**

Notice provided for in the Condominium Act, Declaration, Articles of Incorporation, or Bylaws, or otherwise, shall be in writing and shall be addressed to the Association or to any Unit Owner at his or her address as reflected in the Association records or at the mailing address of the Association in Sarasota County, Florida, at such other address as may hereafter be provided.

The Association or Board of Directors may designate a different address or addresses for notice. Any Unit Owner may also designate a written notice of his or her change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States Mail, or when delivered in person, or if addressed to a Unit Owner when deposited in his or her mail box in the building or at the door of his or her Unit in the building, unless otherwise required by provisions of the Condominium Act.

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ARTICLES OF INCORPORATION
OF
CASA DI AMICI CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not-for-Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not-for-Profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME AND PRINCIPAL OFFICE OF CORPORATION

The name of this corporation shall be CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association." The principal office address is 333 South Tamiami Trail, Suite 101, Venice, Florida 34285.

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

- A. To promote the health, safety and social welfare of the owners of units located within CASA DI AMICI, a Condominium (hereinafter referred to as a "Condominium"); as per the Site Development Plan as approved by the Sarasota County, Florida, and per plat thereof to be recorded in the Public Records of Sarasota County, Florida.
- B. To collect on behalf of the Association all assessments levied by this Association.
- C. To provide such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.
- D. To purchase, acquire, replace, improve, maintain and repair such buildings, structures and equipment related to the health, safety and social welfare of the members of the Association as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable.
- E. To carry out all of the duties and obligations assigned to it as a Condominium Association under the terms of the Declaration of Condominium applicable to units in the

Condominium.

- F. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all units in the Condominium which are subject to assessment pursuant to the aforesaid Declaration of Condominium for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

C. To place liens against any units in the Condominium for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the aforesaid Declaration of Condominium.

J. In general, to have all powers which may be conferred upon a corporation not-for-profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

The members of this Association shall consist of all of the owners of units in the Condominium. Owners of such units shall automatically become members upon acquisition of the fee simple title to their respective units.

The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's unit, except that nothing herein contained shall be construed as terminating the membership of any member who may own two (2) or more units so long as such member owns at least one (1) unit.

The interest 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 unit which is the basis of his membership in the Association.

The Secretary of the Association, or another person designated by the Board, shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary or its designee in writing, giving the owner's name, address and unit number; provided however, that any notice given to or vote accepted from the prior owner of such unit before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County or make any other inquiry to determine the status and correctness of the list of members of the Association and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE V

VOTING

Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each unit in which he holds a fee simple ownership. When more than one person holds such interest in any one unit, the vote attributable to such unit may be cast by only one of such joint owners, whose vote must be registered in a voter's certificate on file with the Association. In the event of a vote in person, only one such joint owner may vote on behalf

of said unit. Except where otherwise required by law or by the provisions of said Declaration of Condominium, or these Articles, the affirmative vote of a majority of members represented at any meeting of the members duly called and at which a quorum is present shall be binding upon the members.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be provided from time to time in the Bylaws of the Association, but in no event shall there be less than three (3) nor more than nine (9) Directors. The Directors (other than those appointed by the Developer) must be members of the Association, but need not be residents of the State of Florida.

B. Initial Directors shall be appointed by and shall serve at the pleasure of CASA DI AMICI VENICE, LLC, a Florida limited liability company, its successors or assigns (hereinafter referred to as the "Developer").

C. All Directors who are not subject to appointment by Developer shall be elected by the members. Election of the Directors shall be conducted according to the provisions of the Condominium Act, as amended from time to time.

D. All Directors, whether appointed or elected shall serve for terms of one (1) year in accordance with the provisions of the Bylaws. Any elected Director may be removed from office according to the provisions of the Condominium Act, as amended from time to time. Similarly, in no event may a Director appointed by the Developer be removed except by action of the Developer.

E. The names and addresses of the members of the initial Board of Directors who shall hold office until their successors are elected or appointed and have qualified are as follows:

Jayne E. Parrish
333 South Tamiami Trail, Suite 101, Venice, Florida 34285

Paul DiStefano
333 South Tamiami Trail, Suite 101, Venice, Florida 34285

Michael W. Miller
333 South Tamiami Trail, Suite 101, Venice, Florida 34285

ARTICLE VII

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until their successors are duly elected and qualified, are as follows:

President	-	Jayne E. Parrish
Secretary/Treasurer	-	Paul DiStefano
Vice President	-	Michael W. Miller

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence. If, however, the Association ceases to exist, any controlling governmental authority may assume the duties of the Association to maintain the common area, if any.

ARTICLE IX

BYLAWS

The initial Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded in the manner provided by such Bylaws.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by a vote of two-thirds (2/3) of the voting interests in the Association. No amendment affecting the rights of Developer shall be effective without the prior written consent of Developer.

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 333 South Tamiami Trail, Suite 101, Venice, Florida 34285, and the registered agent at such address shall be Michael W. Miller. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its members in accordance with the provisions of said Declaration of Condominium as the same may be supplemented or modified by the provisions of the Association Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable units in the Condominium, which budget shall be conclusive and binding upon all persons provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XIII

SUBSCRIBER

The names and street addresses of the subscriber of these Articles are as follows:

Michael W. Miller - 333 South Tamiami Trail, Suite 101, Venice, Florida 34285

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association for and against all expenses and liabilities, including counsel fees (including appellate proceedings, mediation or arbitration) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or director be indemnified for his own willful misconduct, or any criminal proceeding, or his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

ARTICLE XV

DISSOLUTION OF THE ASSOCIATION

A. The Association may be dissolved upon a resolution to that effect being approved by one hundred percent (100%) of the voting interests in the Association or as provided for in the Condominium Act, as amended from time to time, and if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in §617.1433, Florida Statutes, as amended, or any statute of similar import then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provisions for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(2) All remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the units subject to assessment in equal shares, and the share of each shall be distributed to the then owners thereof.

IN WITNESS WHEREOF, the aforesaid subscribers have hereunto set their hands and seals this _____ day of _____, 2003.

MICHAEL W. MILLER

ACCEPTANCE

I hereby agree, as Registered Agent, to accept Service of Process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place in the office as required by law. I am familiar with and accept the obligations provided for in §617.0503 of the Florida Statutes.

MICHAEL W. MILLER
Registered Agent

BYLAWS
OF
CASA DI AMICI CONDOMINIUM ASSOCIATION, INC.
(a corporation not-for-profit)

ARTICLE I
IDENTIFICATION

1.1 Identity: These are the Bylaws of the CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., called "Association" in these Bylaws, a corporation not-for-profit, under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on _____.

1.2 Purpose: The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, as amended, called the "Condominium Act" in these Bylaws, which Condominium is identified by the name CASA DI AMICI, a Condominium, and is located upon certain lands in Sarasota County, Florida.

1.3 Office: The office of the Association shall be at the following address:

333 South Tamiami Trail, Suite 101
Venice, Florida 34285

1.4 Fiscal Year: Fiscal year of the Association shall be from January 1 through December 31 of each year.

1.5 Seal: The seal of the corporation shall bear the name of the corporation, the word "Florida," and the words "corporation not-for-profit" and year of the incorporation.

NOTE: Impress here when seal is received.

(SEAL)

ARTICLE II

MEMBERS

2.1 **Qualification:** The members of the Association shall consist of all of the record owners of Condominium units in CASA DI AMICI, a Condominium.

2.2 **Change of Membership:** After receiving the approval of the Association as required in the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record of title to a unit in the Condominium and the delivery to the Association of a copy of such recorded instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 **Voting Rights:** The owner of each unit shall be entitled to one vote as provided in the Articles of Incorporation, as a member of the Association and the manner of exercising such voting rights shall be determined by these Bylaws. The term "majority" as used in these Bylaws in reference to voting by unit owners, Association members and the Board of Directors shall mean more than fifty percent (50%).

2.4 **Designation of Voting Representative:** If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If the unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit, and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by

a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. Such certificate shall be valid until revoked and until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast a vote for a unit may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters: Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

ARTICLE III

MEETING OF MEMBERS

3.1 Annual Meeting: The annual meeting of the members shall be held at the office of the corporation in January of each year for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members, provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is a business day and not a legal holiday.

3.2 Special Meetings: Special meetings of the members shall be held whenever called by the President, or Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership.

3.3 Notice of Members' Meetings: Notices of meetings of the members, stating the time, place and agenda for which the meeting is called shall be given by the President or Vice

President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address, as it appears on the books of the Association, and shall be mailed or hand delivered not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting, and by the posting at a conspicuous place on the Condominium property of a notice of the meeting at least fourteen (14) days, but not more than sixty (60) days, in advance of the date of the meeting. With regard to any meeting for the purpose of scheduling an election, not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or delivery including regularly published newsletters, to each owner entitled to a vote, a first notice of the date of the election. The Association shall mail or deliver a second notice of the election to all Unit owners entitled to vote, together with a ballot which shall list all candidates no less than fourteen (14) days and no more than thirty-four (34) days prior to the election. The notice to each member shall be furnished by personal delivery, or by mailing the same by either regular or certified mail to the member at his address as it appears on the books of the Association. Proof of such mailing shall be given by Affidavit of the person giving notice. Notice of meeting may be waived before or after meetings.

3.4 Quorum: A quorum at a members' meeting shall consist of the persons entitled to cast a majority of the votes of the entire membership of the Association, either present, in person, or by proxy. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. Such votes may be by proxy, or by written votes signed by the owner, and witnessed, and in the hands of the Secretary prior to the actual vote at the meeting.

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3.5 Proxies: Votes (other than for the election of directors) may be cast in person or by limited proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary before the appointed time of the meeting or any adjournments thereof.

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

3.7 Order of Business: The order of business at members' meetings, and as far as is practical at all other members' meetings shall be:

- (a) collection of ballots not yet cast;
- (b) election of Chairman of Meeting (if necessary);
- (c) election of Directors (if necessary);
- (d) calling of the roll and certifying of the proxies;
- (e) proof of notice of the meeting or waiver of notice;
- (f) reading and disposal of any unapproved minutes;
- (g) reports of officers;
- (h) reports of committees;
- (i) unfinished business;
- (j) new business; and
- (k) adjournment.

3.8 Proviso: Provided, however that until the Developer has terminated its control of the Association and its affairs in accordance with the Declaration and the Condominium Act, as heretofore set forth, or until the Developer elects to terminate its control of the Condominium,

whichever shall first occur, the proceedings of all meeting of the members of the Association shall have no effect unless approved by the Board of Directors, except as prohibited by the Condominium Act, as amended from time to time.

ARTICLE IV

DIRECTORS

4.1 The affairs of the Association shall be managed by a Board of Directors of not less than three (3) nor more than nine (9) Directors, the exact number to be determined from time to time prior to the election of Directors at each annual meeting.

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

(a) Election of Directors shall be held at the annual meeting of the members. Directors shall be elected according to the provisions of the Condominium Act, as amended from time to time.

(b) The Developer shall be vested with the power to designate the initial Board of Directors. The members of the initial Board of Directors need not be owners of the units in the Condominium.

4.3 Transfer of Association Control:

(a) When unit owners other than the Developer own fifteen percent (15%) or more of the units in the Condominium, they shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.

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

(1) Three (3) years after fifty percent (50%) of the units that will be ultimately operated by the Association have been conveyed to purchasers; or

(2) Three (3) months after ninety percent (90%) of the units that will be ultimately operated by the Association have been conveyed to purchasers; or

(3) When all units that ultimately will be operated by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) Seven (7) years after recordation of the Declaration of Condominium; or in the event the Association may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates; or in the event the Association operates a phase condominium, as contemplated hereunder, pursuant of Section 718.403, Florida Statutes, seven (7) years after recordation of the declaration creating the initial phase whichever comes first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units In the Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority of member of the Board of Directors.

(c) Pursuant to the Condominium Act, as amended from time to time, within seventy-five (75) days after unit owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call and give not less than sixty (60) days' notice of an election for the members of the Board of Directors. The election shall proceed as provided in Section 718.112(2)(d), Florida Statutes. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

(d) At the time that unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, or for the purpose of financial records including financial statements, not more than ninety (90) days thereafter, the Developer shall furnish and deliver to the Association, at the Developer's expense, all property of the unit owners and of the Association which is held or controlled by the Developer, all of those items required by the Condominium Act, as amended from time to time.

(e) Nothing contained in this Section shall be deemed to prevent the Developer from transferring control of the Association to unit owners other than Developer before the occurrence of the events described in this Section.

4.4 Term: Term of each Director's service shall extend to the next annual meeting of the members and thereafter until his successors are duly elected and qualified or until he is removed in the manner elsewhere provided.

4.5 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election.

4.6 Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

Notice of the regular meeting shall be given to each Director, personally or by mail, telephone or facsimile at least three (3) days prior to the day named for such meeting. Notice of the meetings shall be posted conspicuously at least forty-eight (48) hours preceding the meeting, except in an emergency.

4.7 Special Meetings: Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors, not less than five (5) business days from receipt of the written request.

4.8 Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent of the giving of notice.

4.9 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval by a greater number of Directors is required by the Condominium Act, the Declaration of Condominium, or these Bylaws.

4.10 Adjourn Meeting: If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted with the notice required by the Condominium Act, as same may be amended.

4.11 Written Approval or Disapproval of Action: A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

4.12 Directors' Meeting: Meetings of the Board of Directors shall be open to all unit owners, and notices of such meeting, together with an agenda for the meeting, shall be posted conspicuously on the Condominium property forty-eight (48) continuous hours in advance of such meeting for the attention of unit owners except in an emergency.

4.13 Presiding Officer: The presiding officer of the Directors' meeting shall be the President. In the absence of the President, the Directors shall designate one of their members to preside.

4.14 Order of Business: The order of business of Directors' meetings shall be:

- (a) roll call;
- (b) proof of due notice of meeting;
- (c) reading and disposal of any unapproved minutes;
- (d) reports of officers and committees;
- (e) election of offices, if any;
- (f) unfinished business;
- (g) new business; and
- (h) adjournment.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association existing under the Condominium Act, as amended from time to time, the Declaration of Condominium, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to the approval of the unit owners, when such is specifically required.

5.1 Enforcement: The Board of Directors shall enforce by legal means, provisions of the Condominium Act, as amended from time to time, the Declaration of Condominium, the Articles of Incorporation, the Bylaws and Rules and Regulations of the Association. In the event that the Board of Directors determines that any unit owner, its tenant, invitee or guest is in violation of any of the provisions of the Condominium Act, as amended from time to time, the Declaration of Condominium, the Articles of Incorporation, the Bylaws or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall have the authority to pursue all remedies against the offending unit owner, its tenant, invitee or guest. The Board of Directors is authorized to impose a fine for any violation according to the provisions of the Condominium Act, as amended from time to time.

5.2 Record of Mortgagee Units: The Board of Directors shall maintain a book, or other written record, of all holders of mortgages upon each unit. Each unit owner must notify the Association of any mortgage on his unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his unit.

ARTICLE VI

OFFICERS

6.1 Officers and Election: The executive officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer and Secretary and/or Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or the Assistant Secretary. The Board of Directors from time to time may elect such other officers

and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President: The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association including, but not limited to, the power to appoint committees from time to time, from among the members or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman at all Board and Membership meetings.

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

6.4 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law and the condominium documents. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a Manager employed by the Association.

6.5 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of

assessments, and he shall perform all other duties incident to the office of Treasurer. The duties of Treasurer may be fulfilled by a Manager employed by the Association.

6.6 Compensation: The compensation, if any, of all officers and employees of the Association shall be fixed by the Directors. No officer who is designee of the Developer shall receive any compensation for his services as such.

6.7 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VII

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

7.1 Accounts: Receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate:

(a) Operating Expenses: Operating expenses shall include all receipts and expenditures to be made within the year from which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end

of each year shall be applied to reduce the assessment for current expenses for the succeeding year or to fund reserves.

(b) Reserves: Reserve accounts shall be established as provided for in the Condominium Act, as amended from time to time, unless waived by the appropriate vote of the membership of the Association.

7.2 Budget: The Board of Directors shall adopt a budget for each fiscal year which may include the estimated funds required to fund the operating account and reserve accounts.

7.3 Procedure: The budget shall be adopted by the Board of Directors according to the provisions of the Condominium Act, as amended from time to time.

7.4 Assessments: Assessments against a unit owner for their share of the items of the budget shall be made in advance on or before December 15 preceding the year for which the assessments are made. Such assessment shall be due in four (4) equal quarterly installments, one of which shall come due on the 1st day of each quarter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly payments thereon shall be due from the 1st day of each quarter until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and the assessment may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made shall be due on the 1st day of the quarter next preceding the quarter in which the amended assessment is made, or as otherwise provided by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association.

7.5 Acceleration of Assessment Installment Upon Default: In the event any special assessment or installment of a regular assessment as to a unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Board of Directors shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment and all special assessments for that fiscal year. Accelerated assessments shall be due and payable on the date the Claim of Lien is filed. Such accelerated assessment shall include the amounts due for the remainder of the budget year in which the Claim of Lien was filed.

7.6 Late Fees and Interest: In the event an assessment or special assessment is not paid when due, the Board of Directors may charge a late fee according to the provisions of the Condominium Act, as amended from time to time, and interest at the highest rate allowed by law.

7.7 Depository: The depository of the Association shall be in such bank or banks or other qualified financial institutions as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized and bonded by appropriate resolution of the Board of Directors.

7.8 Financial Reporting: Within ninety (90) days after the end of the fiscal year, the Board shall mail or furnish by personal delivery to each unit owner a complete financial report for the preceding fiscal year meeting the minimum standards of Section 718.111(13) of the Condominium Act, as it may be amended from time to time.

7.9 Fidelity Bond: Fidelity bonds shall be obtained by the Board of Directors for all persons who control or disburse funds of the Association, in such amounts as may be required by

law or such greater amount as determined by the Board or Directors. The premiums of such bonds shall be paid by the Association as a common expense.

ARTICLE VIII

PARLIAMENTARY RULES

8.1 Robert's Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association and the Board of Directors, when not in conflict with the Condominium Act, as amended from time to time, the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

ARTICLES IX

MISCELLANEOUS

9.1 The Board of Directors shall adopt and promulgate reasonable rules and regulations relating to the use of the common elements and the Association property.

9.2 The Board of Directors may charge a security deposit equal to one month's rent to any tenant in the Condominium. The security deposit shall be held by the Association and used to pay for damages to the common elements or Association property by the tenant, its guests or invitees.

ARTICLE X

ARBITRATION

10.1 Voluntary arbitration of internal disputes arising from the operation of the Condominium among unit owners, associations, their agents and assigns shall be in accordance with and pursuant to the provisions of the Condominium Act and the rules of procedure promulgated thereunder by the Department of Business Regulation.

ARTICLE XI

AMENDMENT

11.1 These Bylaws may be amended by an affirmative vote of two-thirds (2/3) of the voting interests of the Association; however, no Amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Amendments to the Bylaws shall not be effective until they have been recorded in the Public Records, Sarasota County, Florida.

The foregoing were adopted as the Bylaws of CASA DI AMICI CONDOMINIUM ASSOCIATION, INC., a condominium corporation not-for-profit under the laws of the State of Florida at the first meeting of the Board of Directors on the _____ day of _____, 2003.

CASA DI AMICI CONDOMINIUM
ASSOCIATION, INC.

By: _____
Jayne E. Parrish, as President