

THIS INSTRUMENT PREPARED BY
CHARON S. VANDER WULP
ATTORNEY AT LAW
P.O. BOX 1787
VENICE, FLORIDA 34284-1787

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002171994 8 PGS
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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#231027

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF

COUNTRY CLUB APARTMENTS, a condominium

COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC.,
its address being 649 S. Tamiami Trail, Venice, FL 34285, Sarasota
County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of Country Club Apart-
ments, a condominium, is recorded in O.R. Book 883, page 797, of
the Public Records of Sarasota County, Florida. The following
amendments to the Bylaws were submitted to the entire membership of
the Association at its meeting called and held on the 17th day of
December, 1983, and approved by affirmative vote of not less than
51% of the units, as required by the Declaration of Condominium.

These amendments were recorded in Official Records Book
1655, page 1709, et seq. These amendments are being re-recorded in
order to eliminate any deficiencies which may have occurred in the
original recording.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 13 day of SEPTEMBER, 2002.

ATTEST:

COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC.

By: Amado Varona
Secretary

By: Betty Ryder
BETTY RYDER, President

WITNESSES:

Jason Young
Warren Clancy, Jr.

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 13 day of SEPTEMBER, 2002.

Colleen S. Edgington

Printed Name of Notary:

Notary Public
Commission #



Colleen S. Edgington
Commission # DD.019916
Expires April 23, 2005
Bonded Through
Atlantic Bonding Co., Inc.

My Commission Expires:

DECLARATION OF CO NINIUM

OF

COUNTRY CLUB APARTMENTS

A Condominium
Venice, Florida

39 File 2-14-91
8-14-91

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby submit to condominium ownership pursuant to Chapter 711, Florida Statutes, known as the Condominium Act, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows, to-wit:

ALL THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

1. NAME. The name by which this condominium shall be known and identified is COUNTRY CLUB APARTMENTS, a condominium, and its address is 649 South Tamiami Trail, Venice, Florida.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Chapter 711, Florida Statutes) and as follows unless the context otherwise requires:

2.1 APARTMENT means unit as defined by the Condominium Act.

2.2 APARTMENT OWNER means unit owner as defined by the Condominium Act.

2.3 ASSOCIATION means COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., and its successors.

2.4 COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Condominium Act.

2.5 COMMON EXPENSES include:

a. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association.

b. Expenses declared common expenses by provisions of this Declaration or the Bylaws.

c. Any valid charge against the Condominium property as a whole.

d. Charges for utility services except such services as are metered separately to each unit.

e. Expenses of maintenance, operation, insurance, taxes, and repair and replacement of the leased premises described in the lease attached hereto as Exhibit "C".

f. A pro-rata share of payments under the terms of the lease attached hereto as Exhibit "C" and the payments due under the sublease between a unit owner and Country Club Apartments Condominium Association, Inc. which shall be executed in the form attached hereto as Exhibit "D".

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

Prepared by:

I. S.

Sparrow

of

LAW OFFICE

RIK, FINESTON,

SPARROW, McLELLAND

& SAVARY P.A.

ROOM 214

1200 MAIN BUILDING

SARASOTA, FLORIDA

B883 P797 5 MAR 1991

thereto the Association shall:

- a. Have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common element therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.
- b. Have the power to make and collect assessments to lease, maintain, repair and replace the common elements.
- c. Maintain accounting records according to good accounting practice, which shall be open to inspection by unit owners at all times.
- d. Prescribe such "house rules" as it shall, from time to time, consider essential.

9. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

- 9.1 The maintenance of the common elements shall be the responsibility of the Association.
- 9.2 There shall be no material alteration or substantial additions to the common elements except in a manner provided herein.
- 9.3 No unit owner shall make any alteration in the portions of the improvements of the condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

10. COMMON EXPENSES AND COMMON SURPLUS.

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



11. ASSESSMENTS: LIABILITY: LIEN AND PRIORITY: INTERCOLLECTIONS:

- 11.1 A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessment against the latter for his share of the common expenses up to the time of such voluntary conveyance.
- 11.2 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or less hold property, or by abandonment of the unit for which the assessment was made.
- 11.3 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the rate of six percent (6%) per annum.
- 11.4 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the time of the recording of the claim of lien by the Association.
- 11.5 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 711, Florida Statutes.
- 11.6 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

LAW OFFICES
RICK PINHEIRO,
SPARROW, McLELLAN
& SHANNON P.A.
3008 EIA
1800 MAIN BUILDING
SARASOTA, FLORIDA

5 Mar 1971

B883 P-800

✓ This instrument was prepared by:
Robert L. Moore, Esquire
Kazetsky, Moore & DeBoer, P.A.
227 Nokomis Avenue S.
Venice, FL 34285

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2010135462 2 PGS
2010 NOV 05 01:37 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
K09ESS Receipt#1331346

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF



COUNTRY CLUB APARTMENTS, a condominium

COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., its address being 649 S. Tamiami Trail, Venice, FL 34285, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of Country Club Apartments, a condominium, is recorded in O.R. Book 883, page 797, of the public records of Sarasota County, Florida. The following amendments to the Declaration of Condominium were submitted to the entire membership of the Association at its meeting called and held on the 19th day of October, 2010, and approved by affirmative vote of not less than 51% of the units, as required by the Declaration of Condominium.

Article 8.3(e) is hereby amended as follows:

(e) Unit owners who violate the provisions of the Declaration, Bylaws and House Rules shall be responsible for any legal fees and costs incurred by the Association because of such violation.

Article 20.1(a) is hereby amended as follows:

(a) Notice of Directors. A unit owner intending to sell or lease his unit, or any interest therein, shall give notice to the Directors of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Directors may reasonably require, and the terms of the proposed transaction.

The Board of Directors may also require a screening telephone interview for any proposed unit sale or lease, and may grant exceptions at its discretion where circumstances so recommend. If a screening interview is required, the application and notice to the Association is not complete until the interview has been held.

The Board of Directors may promulgate a uniform form of unit lease, which must be used in any lease of a unit.

An application for lease of a unit shall, in order to be effective, include a security deposit Transfer Fee to the Association in the amount of \$100.00, from which the Association may deduct an amount equal to any damages to the common elements caused by the tenant or guest of the tenant. Along with the application, the unit owner must provide the Board of Directors a full background check of the applicant for their review.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 2nd day of November, 2010.

ATTEST:

COUNTRY CLUB APARTMENTS
CONDOMINIUM ASSOCIATION, INC.

By: Helen C Brown
Secretary

By: Amado Varona
Amado Varona, President

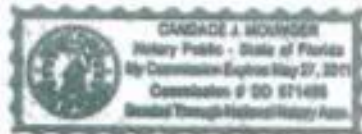
WITNESSES:

Betty Ryder
Candace J Mounger

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal at Sarasota County, Florida this 2nd day of November, 2010.



CANDACE J MOUNGER
Printed Name of Notary:
Candace J Mounger
Notary Public
Commission # 671406
My Commission Expires: 5/27/2011

123
This instrument prepared by:
Robert L. Moore
Attorney at Law
P.O. Box 1767
Venice, FL 34284-1767



CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
COUNTRY CLUB APARTMENTS, A CONDOMINIUM

COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC.,
its address being 649 S. Tamiami Trail, Venice, FL 34285,
Sarasota County, by the hands of the undersigned hereby
certifies that:

The Declaration of Condominium of Country Club
Apartments, a condominium, is recorded in O.R. Book 883, Page
797, of the public records of Sarasota County, Florida. The
following amendments to the Declaration of Condominium were
submitted to the entire membership of the Association at its
meeting called and held on the 2nd day of March, 2010 and
approved by affirmative vote of not less than 51% of the
units, as required by the Declaration of Condominium.

Article 2.4, is hereby amended to read as follows:

2.4 ~~Common~~ COMMON ELEMENTS ~~a. Common elements~~ shall
include:

(a) The portions of the Condominium Property
not included in the units;

(b) the tangible personal property required for
the management, maintenance, repair and operation
of the common elements; condominium, even though
owned by the Association as well as the

(c) other items stated in the Condominium Act
including but not limited to the following items:

(1) All utility areas and installations of
all utility services which are available to more
than one Unit or to the common elements.

(2) All planting areas and planters
(outside of Units), lawns, trees, grass and shrubs.

13) All driveways, sidewalks, stairways, hallways and other means of ingress and egress to the Units.

14) Other recreation facilities, if any.

15) All mechanical equipment outside the respective Condominium Units, but not the heating and air-conditioning equipment serving each unit.

16) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wires or pipe not within the Units and those within the Units but serving more than one Unit.

17) The forgoing and all other common elements shall be available for use by all Unit Owners without discrimination except as herein set forth. Such use will be without charge except as authorized by this Declaration.

Article 2.5 is hereby amended to read as follows:
(Substantial rewording of declaration. See provision 2.5 for present text.)

2.5 Common Expenses. The common expenses means all expenses and assessments properly incurred by the Association for the condominium and all the expenses for which unit owners are liable to the Association and include:

a) Costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of Units to be maintained by the Association, including but not limited to:

1. Premiums for fire and other casualty, Workers' Compensation and other liability insurance, as provided herein.

2. Administrative costs of the Association, including professional fees and expenses.

3. Costs of water and sewage service, solar energy systems, garbage collection and trash removal, and all other utilities which are not metered or charged to the individual Condominium Units.

4. Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the common elements.

5. The cost of such additional land and improvements as may be purchased and added to the Condominium as common elements by action of members of the Association.

6. Damages to the Condominium property in excess of insurable coverage.

7. Expenses of management of the Condominium, including the following:

(i) Salary of a manager, if any, his assistants and agents, and

(ii) Other expenses incurred in the management of the Condominium property,

(iii) Management fees charged by management companies, if any.

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

(b) Expenses declared common expenses by provisions of this Declaration, the Articles, the Bylaws or the Condominium Act.

(c) Any valid charge against the Condominium property as a whole.

(d) The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular Unit (whether such equipment is located inside or outside of the Unit) shall not be a common expense but shall be the individual expense of the owner of the Unit being served by such equipment as such equipment is a limited common element.

(e) The cost of master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense.

Article 2 is hereby amended to read as follows:

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

2.11 Committee. Committee means a group of Board members, unit owners, or Board members and unit owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.12 Conspicuous Type. Conspicuous Type means type in capital letters no smaller than the largest type exclusive of headings on the page on which it appears and in all cases, at least 10-point type. Where conspicuous type is required, it must be separated on all sides from other type and print.

7-23-10
✓

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

CERTIFICATE OF AMENDMENT



TO THE
BYLAWS
OF

COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC.

COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., its address being 649 S. Tamiami Trail, Venice, Florida, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC. is recorded in O.R. Book 883, page 797, of the Public Records of Sarasota County, Florida. The following amendments to the Bylaws of COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC. were submitted to the entire membership of the Association at its meeting called and held on the 2nd day of March, 2010, and approved by affirmative vote of not less than 51% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association, as required by the Bylaws.

Article 3.1 is hereby amended to read as follows:

1. Amend Article 3.1, Directors, to read as follows: (Substantial rewording of Bylaws. See present Article 3.1 for text.)

3.1 Number and Term. The number of Directors who shall constitute the Board shall be seven and shall never be less than three nor more than seven. Within these limits, the number of Directors may be determined by the membership not less than ninety (90) days prior to the Annual Members' Meeting. The Directors shall be elected at the Annual Members' Meeting, and each director shall be elected to serve for a term of two (2) years and thereafter until his successor shall be elected and shall qualify at this first annual meeting after the adoption of the Amendment. The four (4)

directors having the highest number of votes shall be elected for two-year terms and the three (3) directors having the least number of votes shall be elected for a one (1) year term. Thereafter, directors shall be elected for two (2) year terms.

2. Article 3.2 is hereby amended to read as follows:
(Substantial rewording of Article. 3.2 of the Bylaws. See present Article 3.2 for text.)

3.2 Election of Directors. The regular election shall occur on the date of the Annual Members' Meeting.

(a) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election and a candidate certificate form. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice of intent to be a candidate for the Board to the Secretary of the Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote, together with a written ballot which shall list all candidates. Upon request for a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, furnished by the candidate, with the costs of mailing and copying to be borne by the Association.

(b) Ballots will be available for those unit owners attending the meeting in person. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid. The ballot prepared for the Annual Members' Meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all unit owners with notice of the Annual Members' Meeting and may be returned to the Association prior to the meeting or cast at the meeting.

(c) There is no quorum requirement or minimum number of votes necessary for election. Elections shall be decided by a plurality of those votes cast (the nominees receiving the highest number of votes are elected.) Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

(d) The Board of Directors may appoint a committee to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a

sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled. The committee, if appointed, shall not nominate or recommend specific persons for election to the Board, but instead shall generally recruit and encourage eligible persons to run as a candidate for election to the Board.

(e) There shall be no nominations from the floor on the date of the election.

(f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the Annual Members' Meeting.

Article 3.3 is hereby deleted in its entirety.

~~3.3 The term of each director elected at the annual meeting shall be for the calendar year that follows the date of his election except that his term shall not terminate until a successor is duly elected and qualified.~~

Article 8.2 (a) and (b) are hereby amended to read as follows:

(a) not less than 51% of the entire membership of the Board or Directors and by not less than 51% of the votes of the voting interests ~~entire membership~~ of the association; or

(b) by not less than 60% of the votes of the voting interests ~~entire membership~~ of the association.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 16th day of March, 2010.

ATTEST:

COUNTRY CLUB APARTMENTS
CONDOMINIUM ASSOCIATION, INC.

By: Helen C. Brown
Secretary

By: Amado Varona
Amado Varona,
President

WITNESSES:

Albino Dreyfus
Robert C. Kuzmanian

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and seal at Sarasota County, Florida, this 14th day of March, 2010.



June L. Lunt
Printed Name of Notary:
JUNE L. LUNT
Notary Public
Commission # 000871050

Conspicuous type may be used in contracts for purchase or public offering statements only where required by law.

Article 8.3(a) is hereby amended to read as follows:
(Substantial rewording of the declaration. See Article 8.3(a) for present text.)

8.3(a) Have an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. There is a master key to all units which is maintained by the Association. No unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied. If the Association cannot access a unit by use of the master key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage to the unit, surrounding units and common elements resulting from delay in gaining entrance to the unit caused by the non-availability of a key. In the event the unit owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by this Declaration.

Article 9 is hereby amended to read as follows:
(Substantial rewording of the declaration. See Article 9 for present text.)

9. MAINTENANCE, ALTERATION AND IMPROVEMENT.

9.1 Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restriction upon the alteration and improvement thereof shall be as hereinafter provided.

9.2 By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than or in addition to the Unit within which contained;

(c) All of the common elements and

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

(e) Electrical wiring up to the circuit breaker panel in each unit;

(f) Water pipes up to the individual unit water meter;

(g) Television lines up to the wall outlet;

(h) Sewer lines up to the point where they enter the individual unit;

(i) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

(j) All exterior building walls, including painting, waterproofing, and caulking, but excluding the painting of the wall separating the balcony from the unit when it is enclosed by a screen or other means, in which event it shall be painted by the owner;

(k) The railings on the balconies;

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

(a) Except for the portions of the unit to be maintained, repaired and replaced by the Association, to maintain, repair and replace, at his expense, all portions of his Unit including all outside windows and doors, including any sliding glass doors, screens, screening and screen supports. Such shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace, at his expense, all air-conditioning and heating equipment serving his Unit.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit without the prior approval of the Board of Directors of the Association.

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

(e) Maintenance, repair and replacement of windows and window glass.

(f) Maintenance and replacement of the entrance door to the unit, and painting of the interior surfaces.

(g) All other doors within or affording access to the unit, including sliding glass doors and sliding and entry screen doors.

(h) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit.

(i) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively, no matter where located.

(j) Carpeting and other floor coverings.

(k) Door and window hardware, including sliding glass door assemblies and tracks.

(l) Shower pans.

(m) The main water supply shut-off valve for the unit.

(n) Other facilities or fixtures that are located or contained entirely within the unit and serve only the unit.

(o) All interior partition walls that do not form part of the boundary of the unit (excluding load bearing portions thereof).

(p) Other Unit Owner responsibilities:

1. Balconies. Where a limited Common Element consists of a balcony area, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and all fixed glass and sliding glass and screen doors in portions of the entrance way to said area, if any and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of the railings, screen supports and exterior screening, and all exterior walls (but not the painting of the wall separating the balcony from the unit if it is enclosed by screening or other means) and the concrete slabs.

2. Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

3. Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

9.4 Water Intrusion. Neither the Association nor any Unit Owner shall be liable for any damage to the property or person of any other Unit Owner or occupant caused by water intrusion into a Unit through the common elements or from another Unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or Unit Owner is guilty of gross negligence or willful and wanton misconduct.

9.5 Alteration and Improvement. Neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easement, without first obtaining the approval in writing of owners of all Units in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

9.6 Unit Owner Modifications. If a unit owner makes or has made any modifications, installations or additions to his unit, the common elements, or the limited common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the condominium property, provided, however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required by this Declaration.

~~9.7 Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, such owner shall be deemed to have warranted to the Association and its members that the contractor: (a) is properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.~~

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
DAVID G. MULLER, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240



**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
COUNTRY CLUB APARTMENTS, A CONDOMINIUM**

The undersigned officers of Country Club Apartments Condominium Association, Inc., a not for profit Florida corporation, organized and existing to operate and govern Country Club Apartments, according to the original Declaration of Condominium recorded in O.R. Book 883, Page 797, et seq., as amended, of the Public Records of Sarasota County, Florida, certifies that the following amendment to the Declaration of Condominium was duly adopted by affirmative vote of 51% of the units, as required by Section 6.1 of the Declaration of Condominium and in accordance with applicable law at a duly convened Membership Meeting held on January 15, 2013.

(Additions indicated by underlining, deletions by ~~strike-through~~)

1. Amendment to Section 9.7 of the Declaration of Condominium to read as follows:

9.7 Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration addition or improvement of any portion of the unit or common elements, such owner ~~shall be deemed to have warranted to the Association and its members that the contractor(s) are~~ is required to use contractor(s) that are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval, that all persons coming onto the condominium property to perform work on or services for the unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board.

COUNTRY CLUB APARTMENTS
CONDOMINIUM ASSOCIATION, INC.

By: Amado Varona
Amado Varona, President

Attest: Helen Brown
Helen Brown, Secretary

9.8 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant common elements as required in this Declaration, or makes any additions or alterations without the required written consent of the Association, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit or common element, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or to remove any unauthorized additions or alterations. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other expenses of collection, if any, and shall constitute a lien on the unit and may be foreclosed in the same manner as an assessment.

9.9 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any common element appurtenant to the unit (except those common elements required to be maintained by the Association as provided in this Declaration), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to either units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. Any costs and expenses incurred to mitigate the damage or to prevent its spread shall be the unit owner's responsibility to pay to the vendor. In the event the unit owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the unit owner as an assessment by means of a claim of lien proceeding as permitted by Article XI of this Declaration.

The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

9.10 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the condominium, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

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

* 9.12 Alteration and Improvements of Common Elements. There shall be no material alteration, substantial additions or further improvement of common elements or to real property, which is Association property in excess of \$7,000.00, without prior approval of seventy-five percent (75%) of the total voting interest of the Association. Any alteration, addition or improvement to the common elements or property owned by the Association which costs \$7,500.00 or ~~less~~, must be approved by a majority of the units.

more
9.13 Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A unit owner may install an approved shutter without specific consent from the Board of Directors provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the standard model, color and style adopted by the Board of Directors shall be permitted.

Article 11.4 is hereby amended to read as follows:

Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any institutional first mortgage ~~as provided by the Condominium Act~~, or other lien recorded prior to the time of the recording of the claim of lien by the Association.

Article 11 is hereby amended by adding 11.7 to read as follows:

THIS INSTRUMENT PREPARED BY
 AND RETURN TO:
 CHAD M. MCCLENATHEN, ESQ.
 BECKER & POLIAKOFF, P.A.
 630 S. ORANGE AVENUE
 SARASOTA, FL 34236

**CERTIFICATE OF AMENDMENT
 TO THE
 DECLARATION OF CONDOMINIUM
 OF
 COUNTRY CLUB APARTMENTS, A CONDOMINIUM**

The undersigned officers of Country Club Apartments Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Country Club Apartments, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 883, Page 797, et seq., Public Records of Sarasota County, Florida, hereby certify and confirm that the following amendment to the Declaration of Condominium was approved by not less than fifty-one (51%) percent of the unit owners at the annual membership meeting held on January 7, 1997. The undersigned further certify and confirm that the amendment was proposed and adopted in accordance with condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by —, omitted, unaffected language by ...)

...

20. **SALE, RENTAL, LEASE OR TRANSFER.** In order to assure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions:

20.1 Sale or lease. No unit owner may lease his apartment without prior approval of the Board of Directors of the Association.

No unit may be leased for a minimum term of less than two-~~(2)~~ three (3) months.

No unit owner may dispose of a unit or any interest therein by sale without prior approval of the Board of Directors of the Association except where such sale is to a member of the Association. Henceforth, a unit may be conveyed or transferred only to one natural person or two natural persons who are married to each other or to a corporation the shareholders of which are solely one natural person or two natural persons who are married to each other or to a trust the beneficiaries of which are one natural person or two natural persons who are married to each other. The approval of the Directors shall be obtained in the manner hereinafter provided; EXCEPT the provisions of this Section 20 shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or Federal savings and loan association which so acquired its title.

...

(All other Declaration provisions shall remain unchanged.)

2942-489 14 Feb 1997

- 1 -

BOOK 2197
PAGE 430

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 14th day of February, 1997, at Sarasota County, Florida.

COUNTRY CLUB APARTMENTS
CONDOMINIUM ASSOCIATION, INC.

Thomas G. Wirick
Witness Signature

BY: Norma E. Bleeze
NORMA E. BLEEZE, PRESIDENT

Thomas G. Wirick
Printed Name

BY: Ronald D. Alexander
, SECRETARY

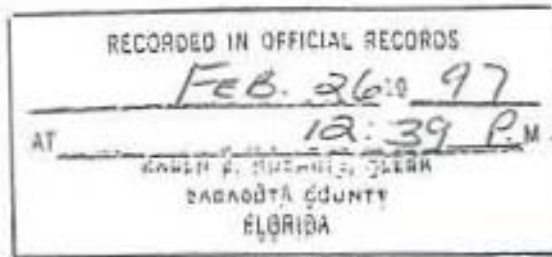
Susan B. Hodgson
Witness Signature

SUSAN B. HODGSON
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of February, 1997 by NORMA E. BLEEZE, as President, and Ronald Alexander, as Secretary of COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced N/A as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Susan B. Hodgson
Notary Public
Printed Name Susan B. Hodgson
State of Florida
My Commission Expires 5-1-98



11.7 Late Fee. The Association may charge an administrative late fee in addition to interest an amount not to exceed the greater of \$25.00 or five percent (5%) of any installment of the assessment for each delinquent installment that the payment is late.

Article 15.2, first sentence, is hereby amended to read as follows:

Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the mechanics' construction lien law against the unit or condominium parcel of any unit not expressly consenting to or requesting the same.

Article 23 is hereby amended to read as follows:
(Substantial rewording of declaration. See Article 23 for present text.)

23. Insurance. The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

23.1 Authority to Purchase: Named Insured. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificate of mortgage endorsements to the mortgagees. Insurance coverage shall be maintained as follows:

(a) The provisions of 718.111(11)(f), Florida Statutes, as amended, or insurance policies issued on or after January 1, 2009, are included herein.

(b) Pursuant to said provision, the terms "Condominium property," "building," "improvements," "insurable improvements," "common elements," "Association property," or any other terms found in the Declaration of Condominium define the scope of property or casualty insurance that the Association must obtain.

(c) The Association shall obtain property or casualty insurance 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 material alterations, additions or improvements made to the Condominium property or Association property.

(d) The Association's property or casualty insurance policy shall exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters,

water filters, built-in cabinets and counter tops, 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 one unit. This insurance requirement includes, but is not limited to the obligation that the Association shall replace drywall together with the obligation to repair and replace air-conditioning and heating systems whether located within the unit or on the common element, as necessary, in the event of a casualty.

(a) The deductible for the Association's insurance policy shall be paid as a common expense for each casualty. The Association's insurance deductible will be paid by the unit owner if the following circumstances exist:

iii) The damage is within a unit and is a part of the unit which is the unit owner's obligation to insure, but the Association's insurance policy provides coverage for the claim.

(2) The damage is caused by the intentional conduct, negligence, or the failure to comply with the terms of this Declaration or the Association Rules and Regulations by the unit owner, members of his family, other unit occupants, tenants, guests or invitees.

if) Condominium unit owners may obtain insurance coverage at their own expense upon their own parcel property and for their personal liability and living expense.

23.2 Insurance Deductible. The Association's insurance policy may include deductibles as determined by the Board of Directors. The deductible shall be consistent with industry standards and prevailing practice for communities of similar size, age, construction and facilities of this Condominium in Sarasota County. The Board of Directors shall establish the amount of the insurance deductible based upon the level of available funds and predetermined assessment authority at a properly called Board of Directors meeting. The Board meeting agenda shall state the proposed deductible, the available funds, the assessment authority relied upon by the Board and an estimate for any potential assessment amount levied against each unit to fund the deductible for each casualty, if any.

23.3 Coverage. Insurance coverage shall be purchased as follows:

(a) Casualty. All buildings and improvements upon the land, including but not limited to those portions set forth herein, and all personal property in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a

standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar to construction, location and use as the buildings on said land, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobiles and non-owned coverages and with cross liability endorsements to cover liabilities of the Condominium unit owners as a group to a Condominium unit owner.

(c) Worker's Compensation. Worker's compensation to meet the requirements of law.

(d) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

23.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association.

23.5 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the unit owners in accordance with the percentages herein specified.

23.6 Unit Owner's Repair Obligation. In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the unit owners owning such units and their mortgagees, if there be mortgagees, on said units, as their interests may appear, and it shall be the duty of those unit owners to effect the necessary repairs to the improvements within their units which constitute the unit owner's insurance obligation. The Association shall effect the necessary repairs to the improvements within the unit which constitutes the Association's insurance obligation.

23.7 Association Repair Obligation. In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made to the Association, and the proceeds shall be expended or disbursed as follows:

The Association shall promptly contract the necessary repairs to the improvements within the common elements and within the damaged unit. In the event the insurance proceeds should be sufficient to repair all of the damage within the

units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the unit owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

23.8 In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common elements and within the units, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall be subject to the prior written approval of the escrow agent.

23.9 Repair and Restoration; Proceeds Not Sufficient. In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the Condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements, in the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment, the insurance proceeds shall be disbursed as provided for in Chapter 718.117 Florida Statutes.

23.10 Termination. If there has been a loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same on all units, and if the majority of the voting members vote against levying the special assessment referred to above, or in the alternative that the factors set forth in Chapter 718.117(2), Florida Statutes exist, then the Condominium project shall be terminated, which termination shall be conducted in the manner provided in Chapter 718.117, Florida Statutes, and evidenced by the recording of a sworn statement by the President and Secretary of the Association setting forth this occurrence.

23.11 Association as Owner's Agent. Under all circumstances, the Association shall have the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgages of the premises damaged.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 16th day of MARCH, 2010.

ATTEST: COUNTRY CLUB APARTMENTS
CONDOMINIUM ASSOCIATION, INC.

By: Helen C. Brown Secretary By: Amado Varona President
Amado Varona, President

WITNESSES:

Allen S. Dwyer
Amado C. Varona

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal at Sarasota County, Florida, this 16th day of MARCH, 2010.



June L. Lunt
Printed Name of Notary:
June L. Lunt
Notary Public
Commission # 000871050

This instrument was prepared by:
Robert L. Moore, Esquire
Kapetsky, Moore & DeBoer, P.A.
227 Nokomis Avenue S.
Venice, FL 34285

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2009060059 2 PGS
2009 JUN 05 04:22 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
HTAYLOR Receipt#1170546

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF



COUNTRY CLUB APARTMENTS, a condominium

COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., its address being 649 S. Tamiami Trail, Venice, FL 34285, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of Country Club Apartments, a condominium, is recorded in O.R. Book 883, page 797, of the public records of Sarasota County, Florida. The following amendments to the Declaration of Condominium were submitted to the entire membership of the Association at its meeting called and held on the 19th day of May, 2009, and approved by affirmative vote of not less than 51% of the units, as required by the Declaration of Condominium.

Article 6.1 is hereby amended as follows:

6.1 ~~This Declaration may be amended at any time by affirmative vote of 51% of the units, provided, however, that during the first five (5) years from the date hereof, no amendment shall be effective without the written consent of the undersigned, its successors or assigns. The consent of holders of liens on any portion of the condominium property or any unit shall not be required to modify or amend as aforesaid; provided, however, that the consent of institutional mortgagees shall be required to so amend for the following purposes hereof:~~

- (1) any change in the percentage of ownership of the common surplus;
- (2) any change in the percentage of participation in the common expense or assessments;

(3) any change in the voting rights;
(4) prior to the termination of the condominium
(5) prior to the partition or subdivision of any unit;
or prior to the abandonment, partition, subdivision, encumbrance,
sale or transfer of the common elements, which consent shall not be
unreasonably withheld.

Provided, further, that Paragraph 5 above may be amended only
by affirmative vote of all of the units.

IN WITNESS WHEREOF, said Association has caused this
Certificate to be signed in its name by its President, this 2
day of JUNE, 2009.

ATTEST:

COUNTRY CLUB APARTMENTS CONDOMINIUM
ASSOCIATION, INC.

By: Helen C. Brown
Secretary

By: Amado Varona
Amado Varona, President

WITNESSES:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal at Sarasota County,
Florida this 2nd day of JUNE, 2009.



Candace J. Moulton
Printed Name of Notary:

Candace J. Moulton
Notary Public

Commission # 220671466

My Commission Expires:

PROPOSED AMENDMENT
DECLARATION OF CONDOMINIUM
COUNTRY CLUB APARTMENTS

(additions indicated by underlining, deletions by "----")

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby submit to condominium ownership, pursuant to Chapter 744, Florida Statutes, known as the Condominium Act, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows, to-wit:

ALL THAT PROPERTY DESCRIBED IN
EXHIBIT "A" ATTACHED HERETO.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Chapter 744, Florida Statutes) and as follows unless the context otherwise requires:

2.5 COMMON EXPENSES include:

a. Expenses of administration; expenses of maintenance operation, repair or replacement of the common elements, of property owned by the Association and of the portions of units to be maintained by the Association.

~~b. Expenses of maintenance, operation, insurance, taxes, and repair and replacement of the leased premises described in the lease attached hereto as Exhibit "B".~~

~~c. A pro-rata share of payments under the terms of the lease attached hereto as Exhibit "B" and the payments due under the sublease between a unit owner and Country Club Apartments Condominium Association, Inc. which shall be executed in the form attached hereto as Exhibit "B".~~

~~2.9--DEVELOPER means F. B. CONDOMINIUMS, INC., a Florida corporation.~~

4. THE CONDOMINIUM ACT. Chapter 744, The Florida Condominium Act Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this condominium, except as modified herein.

6. AMENDMENTS OF DECLARATION.

6.1 This Declaration may be amended at any time by affirmative vote of 51% of the units; provided, however, that during the first five (5) years from the date hereof, no amendment shall be effective without the written consent of the undersigned, its successors or assigns. The consent of holders of liens on any portion of the condominium property or any unit shall not be required to modify or amend as aforesaid; provided, however, that the consent of institutional mortgagees shall be required to so amend for any purpose which would adversely affect the interests of such institutional mortgagees hereof. Provided, further, that Paragraph 5 above may be amended only by affirmative vote of all of the units.

6.3--Notwithstanding anything herein to the contrary, the undersigned, or its assigns, does hereby reserve unto itself, at its option, the exclusive right to manage the affairs of the within condominium and the Association for a period of five (5) years from date hereof and the undersigned shall have the sole and exclusive right to make contracts or agreements on behalf of the Association and condominium for the maintenance and operation of the condominium, condominium proper-

O.R. 1655 PG 1711

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

O.R. 1655 PG 1719

a. Current expense, the amount for which shall not exceed 120% of the budget for this account for the prior year.

b. Reserve for deferred maintenance, the amount of which shall not exceed 120% of the budget for this account for the prior year.

c. Reserve for replacement, the amount for which shall not exceed 120% of the budget for this account for the prior year.

d. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than a majority 75% of the votes of the entire membership of the Association.

e. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before November 10 of the year preceding the year for which the proposed budget is made. If a proposed budget is adopted which differs significantly from the proposed budget, amended then a copy of the adopted amended budget or amended-proposed budget shall, following its adoption, be furnished to each member.

6.3 Assessments, other than special emergency assessments, against unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before the third Monday in December preceding the year for which the assessments are made. Such assessments shall be due monthly on the first day of each month of the year for which the assessments are made, and shall be adjudged delinquent after the tenth day of such month. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors subject to the limitations provided in Article 6.2 and subject to provisions of law if the accounts of the amended budget do not exceed the limitations for that year; subject however as set forth in the Florida Condominium Act for exclusion from the limitations of assessments for reasonable reserves or betterments and also subject to a provision for petitions by members for changes of those increases exceeding 115% of the prior year's assessment; in the event that any account nevertheless does exceed such limitations then it shall be subject to the approval of the membership of the Association as previously required in these Bylaws. Any increase in the annual assessment shall be divided into installments equal to the number of full months remaining and the quotient thereof shall be added to the amount of the existing monthly installment to establish a revised monthly installment for the remaining months of the calendar year.

6.5 Special assessments. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made upon only after notice of the need for such is given to the unit owners of such special assessment concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment. Special assessments shall, however, be subject to the limitations provided in Article 6.2 as if a special assessment was part of the annual assessment, unless the assessment is necessary for the protection of persons or property or the maintenance, repair or replacement of the common elements or Association property.

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when required.

ty-and-Associatinny

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

7. BYLAWS. The operation of the condominium property shall be governed by the Bylaws of COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., a copy of which is attached hereto and made a part hereof as Exhibit "B". The Bylaws may be amended as provided in the Bylaws, provided such amendment is recorded, with a Certificate of Amendments such as is provided in Article 6, above, for an amendment to the Declaration. No modification or amendment to these Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth in Paragraph 6 above.

8. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

8.2 No unit owner, except as an officer of the Association shall have any authority to act for the Association. An officer of the Association may act for the Association only as provided in the Articles of Incorporation or Bylaws of the Association, consistent with authorization and policy determinations of the Board of Directors.

8.3 The powers and duties of the Association shall include those set forth in the Bylaws referred to herein, but in addition thereto the Association shall:

c. Maintain accounting records according to good accounting practice, which shall be open to inspection by unit owners at all reasonable times.

d. Prescribe such "house rules" as it shall, from time to time, consider reasonable and appropriate essential.

9.2 The Association may alter, add to, and improve the common elements, and property owned by the Association, provided that any expenditure for such purpose exceeding \$1,500.00 shall be made only after approval by the owners of a majority of the units. This limitation shall not apply to expenditures for maintenance, repair, replacement or preventative maintenance.

9.3 No unit owner shall make any alteration in the portions of the improvements of the condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, except as provided herein, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

11. ASSESSMENTS; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS;

11.3 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the maximum rate allowed by law of six percent (6%) per annum. Further, if payment by any unit of any assessment or installment thereof is more than thirty (30) days past due, the Association may accelerate all assessment payments due through the remainder of the year, fifteen (15) days after sending notice of the intent to accelerate, by certified or registered mail.

11.5 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Condominium Act Chapter 711, Florida Statutes.

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

amount equal to any damage to the common elements caused by the tenant or guest of the tenant.

(b) Approval of Directors -- Sale. Within thirty (30) days after receipt of such complete notice of a proposed unit sale, the Directors must either approve the transaction, or furnish a purchaser or lessee approved by the Directors who will accept the transaction upon the terms favorable to the Seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Directors may have no less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Directors shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Sarasota County, Florida.

(c) Approval of Directors -- Lease. Within thirty (30) days after receipt of complete notice of a proposed unit lease, the Directors must either approve or disapprove the proposed lease. If disapproved, the lease shall not be made. A lease may be disapproved on the basis of the responsibility and social compatibility of the proposed tenant, but in no event may a lease be denied for reasons of discrimination on the basis of race, religion or national origin contrary to applicable civil right laws.

(d) Eviction of Tenant. In the event that a tenant violates a rule or restriction of the condominium or Association, the Association shall provide notice of the violation to the tenant by certified mail, with a copy by mail to the unit owner, providing five (5) days from the mailing of the letter to cease the violation. In the event that the violation does not timely cease or if it thereafter recurs, the Association may provide a demand to the unit owner by registered or certified mail, with copy by mail to the tenant, that eviction proceedings be commenced against the tenant not later than five (5) days from receipt of the letter by the unit owner, and diligently pursued to completion. If the unit owner does not timely and fully comply with such demand, the Association may act as agent for the unit owner to evict the tenant, at the expense of the unit owner as to all costs and attorney's fees.

20.3 Unit Loan. No unit may be occupied in the absence of an owner thereof, except under a valid lease, other than a person related by blood, marriage or legal adoption to an owner of the unit, and otherwise meeting the requirements for residence in the condominium. The Association may at its discretion require proof of identity necessary to establish relationship to an owner of the unit.

21. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

c. Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner. For the purposes of this provision, "single family" means an individual person or more than one person all of whom are related to each other by blood, marriage or legal adoption.

d. Allow no pets either in a unit or on the common elements, may be kept on the premises provided they are kept on a leash while outside of their owner's unit; if, however, in the opinion of a majority of the Board of Directors a particular pet constitutes a nuisance, then the owner when so notified in writing, shall be required to immediately remove said pet from the premises.

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purposes may be unsatisfactory in this document when received.

14. LIMITATION OF LIABILITY.

14.2 The owner of a unit shall have no personal liability for any damage caused by the Association on or in connection with the use of the common elements except to the extent that may be provided by state law. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

20. SALE, RENTAL, LEASE OR TRANSFER. In order to assure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions:

20.1 Sale or lease. No unit owner may lease his apartment for a term of less than one (1) week without prior approval of the Board of Directors of the Association.

No unit may be leased more frequently than four (4) times each year.

No unit owner may dispose of a unit or any interest therein by sale without prior approval of the Board of Directors of the Association except where such sale is to a member of the Association. Henceforth, a unit may be conveyed or transferred only to one natural person or two natural persons who are married to each other or to a corporation the shareholders of which are solely one natural person or two natural persons who are married to each other or to a trust the beneficiaries of which are one natural person or two natural persons who are married to each other. ~~If the purchaser is a corporation, the approval may be conditioned upon the approval of all the intended occupants of the unit.~~ The approval of the Directors shall be obtained in the manner hereinafter provided; EXCEPT, the provisions of this Section 20 shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or Federal savings and loan association which so acquired its title.

(a) Notice to Directors. A unit owner intending to ~~make a bona-fide sale or a bona-fide lease of over-ten (10)~~ of his unit, or any interest therein, shall give notice to the Directors of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Directors may reasonably require, and the terms of the proposed transaction.

The Board of Directors may also require a screening interview for any proposed unit sale or lease, and may grant exceptions at its discretion where circumstances so recommend. If a screening interview is required, the application and notice to the Association is not complete until the interview has been held.

The Board of Directors may promulgate a uniform form of unit lease, which must be used in any lease of a unit.

An application for lease of a unit shall, in order to be effective, include a security deposit to the Association in the amount of \$100.00 from which the Association may deduct an

RECORDERS MEMO: Legibility of writing, typing or printing for reproducible purposes may be unsatisfactory in this document when received.

Jo-Anna Reilly

649 S. Tamiami Trail, #301, Venice, FL 34285

e mail: jo-anna@home.com

phone: 941 484-3441

2 February 2001

This is a DRAFT file of the DECLARATION ONLY with all the AMENDMENTS integrated within. If you see any typos or anything that is incorrect, please mark it!!!

*(additions indicated by underlining,
deletions by ---)*

The original DECLARATION is in regular type;
AMENDMENTS are in *italic* type set off by @@@.

DECLARATION OF CONDOMINIUM
OF

COUNTRY CLUB APARTMENTS
A Condominium

Venice, Florida

KNOW ALL MEN BY THESE PRESENTS: that the undersigned hereby submit to condominium ownership pursuant to Chapter 711, Florida Statutes, known as the Condominium Act, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows, to-wit:

@@@Amended 31 January 1984, Book 1655, Book 1655, Page 1711

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby submit to condominium ownership, pursuant to ~~Chapter 711, Florida Statutes, known as the~~ Condominium Act, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows, to-wit:

ALL THAT PROPERTY DESCRIBED IN

EXHIBIT "A" ATTACHED HERETO.

1. NAME. The name by which this condominium shall be known and identified as COUNTRY CLUB APARTMENTS, a condominium,

and its address is 649 South Tamiami Trail, Venice, Florida.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Chapter 711, Florida Statutes) and as follows unless the context otherwise requires:

@@@Amended 31 January 1984, Book 1655, Page 1711

2. DEFINITIONS The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Chapter 711, Florida Statutes) and as follows unless the context otherwise requires:

2.1 APARTMENT means unit as defined by the Condominium Act.

2.2 APARTMENT OWNER means unit owner as defined by the Condominium Act.

2.3 ASSOCIATION means COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION INC., and its successors.

2.4 COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Condominium Act.

Declaration Filed 5 March 1971, Book 883, Page 797

2.5 COMMON EXPENSES include:

a. Expenses of administration; expenses of maintenance operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association.

@@@Amended 31 January 1984, Book 1655, Page 1711

2.5 COMMON EXPENSES include:

a. Expenses of administration; expenses of maintenance operation, repair or replacement of the common elements, of property owned by the Association and of the portions of units to be maintained by the Association.

b. Expenses declared common expenses by provisions of this Declaration or the Bylaws.

c. Any valid charge against the Condominium property as a whole.

d. Charges for utility services except such services as are metered separately to each unit.

e. Expenses of maintenance, operation, insurance, taxes, and repair and replacement of the leased premises described in the lease attached hereto as Exhibit "C".

~~@@@Deleted 31 January 1984, Book 1655, Page 1711~~

~~e. Expenses of maintenance, operation, insurance, taxes, and repair and replacement of the leased premises described in the lease attached hereto as Exhibit "C".~~

f. A pro-rata share of payments under the terms of the lease attached hereto as Exhibit "C" and the payments due under the sublease between a unit owner and Country Club Apartments Condominium Association, Inc. which shall be executed in the form attached hereto as Exhibit "D".

~~@@@Deleted 31 January 1984, Book 1655, Page 1711~~

~~f. A pro-rata share of payments under the terms of the lease attached hereto as Exhibit "C" and the payments due under the sublease between a unit owner and Country Club Apartments Condominium Association, Inc. which shall be executed in the form attached hereto as Exhibit "D".~~

2.6 CONDOMINIUM means all of the condominium property as a whole when the context so permits, as well as the meaning Stated in the Condominium Act.

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2.7 SINGULAR, PLURAL, GENDER. whenever the context so permits, the use of the plural shall include the singular and the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 UTILITY SERVICES, as used in the Condominium Act, and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, garbage and sewage disposal and cable-television apparatus.

2.9 DEVELOPER means F. B. CONDOMINIUMS, INC., a Florida Corporation.

~~@@@Amended 31 January 1984, Book 1655, Page 1711~~

~~2.9 DEVELOPER means F. B. CONDOMINIUMS, INC., a Florida corporation.~~

3. SURVEY AND FLOOR PLAN. A survey of the land subject to this condominium and a graphic description of the improvements and a plat plan locating the improvements thereon, and a floor plan identifying each unit and the common elements and their dative locations and approximate dimensions are attached hereto; incorporated herein and marked Exhibit "F". The condominium units shall be known and numbered as described in said Exhibit "F".

3.1 EASEMENTS are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such

easements through an apartment shall be only according to the plans and specifications for the apartment buildings or as the building is constructed unless approved in writing by the apartment owner.

3.2 The condominium includes one (1) apartment building which contains 39 apartments. The common elements include all areas not included within the apartments.

3.3 APARTMENT BOUNDARIES. Each apartment, which term as used in this subsection concerning boundaries shall include that part of the building containing the apartment that lies within the boundaries of the apartment which boundaries are as follows

a. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary -- the horizontal plane of the lower imprinted surfaces of the ceiling (including attics There applicable).

(2) Lower Boundary -- the horizontal plane of the lower surfaces of the floor slab.

b. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls -- the intersecting vertical planes adjacent to and which include the interior of the outside walls of the apartment building bounding an apartment and fixtures thereon and when there is attached to the building a Lanai; such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls -- the vertical lanes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(i) when walls between apartments are of varying thickness, or abut a column or shaft the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) when walls of different thickness abut with a flush side so that their center lines do not intersect, the lane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half of the

thickness of the thinner wall, and the boundary shall thence run t a right angle to the plane of the center line of the thicker wall.

3.4 All air-conditioning units used exclusively by a unit shall be considered a part of said unit and shall not be considered a common element.

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4. THE CONDOMINIUM ACT. Chapter 711, Florida Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this condominium, except as modified herein.

@@@Amended 31 January 1984, Book 1655, Page 1711

4. THE CONDOMINIUM ACT. ~~Chapter 711~~, The Florida Condominium Act Statutes is incorporated herein by reference, and all provisions thereof shall apply to this condominium, except as modified herein.

Jo-Anna's note: This means if something is not specified within these documents, look to the Florida Statutes, Chapter 718 Condominium Act for guidance

5. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS. Each unit shall own an equal undivided share in the common elements appurtenant to each unit. The common expenses of the condominium and the common surplus shall be divided equally among the units.

6. AMENDMENTS OF DECLARATION.

6.1 This Declaration may be amended at any time by affirmative vote of 51% of the units; provided, however, that during the first five (5) years from the date hereof, no amendment shall be effective without the written consent of the undersigned, its successors or assigns. The consent of holders of liens on any portion of the condominium property or any unit shall not be required to modify or amend as aforesaid; provided, however, that the consent of institutional mortgagees shall be required to so amend for any purpose hereof. Provided, further, that Paragraph 5 above may be amended only by affirmative vote of all of the units.

@@@Amended 31 January 1984, Book 1655, Page 1711

6. AMENDMENTS OF DECLARATION.

6.1 This Declaration may be amended at any time by affirmative vote of 51% of the units ~~provided, however, that during the first five (5) years from the date hereof, no amendment shall be effective without the written consent of the undersigned, its successors or assigns.~~ The consent of holders

of liens on any portion of the condominium property or any unit shall not be required to modify or amend as aforesaid; provided, however, that the consent of institutional Mortgagers shall be required to so amend for any purpose which would adversely affect the interests of such institutional Mortgagers hereof. Provided, further, that Paragraph 5 above may be amended only by affirmative vote of all of the units.

Article 6.1 is hereby amended as follows and filed June 5, 2009 in Official Records Instrument No. 2009068059, of the public records of Sarasota County, Florida.

6.1

This Declaration may be amended at any time by affirmative vote of 51% of the units; provided, however, that during the first (5) years from the date hereof, no amendment shall be effective without the written consent of the undersigned, its successors or assigns, the consent of holders of liens on any portion of the condominium property or any unit shall not be required to modify or amend as aforesaid; provided, however, that the consent of institutional mortgagees shall be required to so Amend for the following purposes hereof:

- (1) any change in the percentage of ownership of the common surplus;
 - (2) any change in the percentage of participation in the common surplus;
 - (3) any change in the voting rights;
 - (4) prior to the termination of condominium;
 - (5) prior to the partition or subdivision of any unit;
- or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements, which consent shall not be unreasonably withheld.

Provided, further, that Paragraph 5 above may be amended only by affirmative vote of all of the units.

IN WITNESS WHEREOF, said Association has caused this Certificate signed in its name by its President, this 2nd day of June 2009.

ATTEST:

COUNTRY CLUB APARTMENTS
CONDOMINIUM ASSOCIATION, INC.

By: *Helen C Brown*
Secretary

By: *Amado Varona*
Amado Varona, President

WITNESSES:

Cynthia C Krumenaker

Betty Ryder

6.2 All amendments shall be evidenced by a Certificate executed with the formalities of a deed and shall include the recording data identifying this Declaration. No amendment shall be effective until recorded on the public records according to law.

6.3 Notwithstanding anything herein to the contrary, the undersigned, or its assigns, does hereby reserve unto itself, at its option, the exclusive right to manage the affairs of the within condominium and the Association for a period of five (5) years from date hereof and the undersigned shall have the sole and exclusive right to make contracts or agreements on behalf of the Association and condominium for the maintenance and operation of the condominium, condominium property and Association.

@@@Amended 31 January 1984, Book 1655, Page 1711

~~6.3 Notwithstanding anything herein to the contrary, the undersigned, or its assigns, does hereby reserve unto itself, at its option, the exclusive right to manage the affairs of the within condominium and the Association for a period of five (5) years from date hereof and the undersigned shall have the sole and exclusive right to make contracts or agreements on behalf of the Association and condominium for the maintenance and operation of the condominium, condominium property and Association.~~

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

@@@Amended 31 January 1984, Book 1655, Page 1712

~~6.4 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.~~

7. BYLAWS. The operation of the condominium property shall be governed by the Bylaws of COUNTRY CLUB APARTMENTS

CONDOMINIUM ASSOCIATION, INC., a copy of which is attached hereto and made a part hereof as Exhibit "B". No modification or amendment to these Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth in Paragraph 6 above.

@@@Amended 31 January 1984, Book 1655, Page 1712

7. BYLAWS. The operation of the condominium property shall be governed by the Bylaws of COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., a copy of which is attached hereto and made a part hereof as Exhibit B. The By laws may be amended as provided in the Bylaws, provided such amendment is recorded, with a Certificate of Amendments such as is provided in Article 6, above, for an amendment to the Declaration. ~~No modification or amendment to these Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth in Paragraph 6 above.~~

8. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

@@@Amended 31 January 1984, Book 1655, Page 1712

8.2 No unit owner, except as an officer of the Association shall have any authority to act for the Association. An officer of the Association may act for the Association only as provided in the Articles of Incorporation or Bylaws of the Association, consistent with authorization and policy determinations of the Board of Directors.

8.1 The operation of the condominium shall be vested in COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation.

8.2 No unit owner, except as an officer of the Association shall have any authority to act for the Association.

8.3 The powers and duties of the Association shall include those set forth in the Bylaws referred to herein, but in addition thereto the Association shall:

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@@@Amended 31 January 1984, Book 1655, Page 1712

8.3 The powers and duties at the Association shall include those set forth in the Bylaws referred to herein, but in addition thereto the Association shall:

- a. Have the irrevocable right to have access to each

unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

b. Have the power to make and collect assessments and to lease, maintain, repair and replace the common elements.

c. Maintain accounting records according to good accounting practice, which shall be open to inspection by unit owners at all times.

@@@Amended 31 January 1984, Book 1655, Page 1712

c. Maintain accounting records according to good accounting practice, which shall be open to inspection by unit owners at all reasonable times.

d. Prescribe such "house rules" as it shall, from time to time, consider essential.

@@@Amended 31 January 1984, Book 1655, Page 1712

d. Prescribe such "house rules" as it shall, from time to time, consider reasonable and appropriate essential

e. Pass on legal fees incurred by an owner who refuses to abide by the Declaration, Bylaws and House Rules.

9. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

9.1 The maintenance of the common elements shall be the responsibility of the Association.

9.2 There shall be no material alteration or substantial additions to the common elements except in a manner provided herein.

@@@Amended 31 January 1984, Book 1655, Page 1712

9.2 The Association may alter, add to, and improve the common elements, and property owned by the Association, provided that any expenditure for such purpose exceeding \$1,500.00 shall be made after approval of the owners of a majority of the units. This limitation shall not apply to expenditures for maintenance, repair, replacement or preventative maintenance.

9.3 No unit owner shall make any alteration in the portions of the improvements of the condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

@@@Amended 31 January 1984, Book 1655, Page 1712

9.3 No unit owner shall make any alteration in the portions of the improvements of the condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, except as provided herein, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

10. COMMON EXPENSES AND COMMON SURPLUS.

10.1 Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.

10.2 The common surplus shall be owned by unit owners in the shares provided in this Declaration.

11. ASSESSMENTS: LIABILITY: LIEN AND PRIORITY: INTEREST: COLLECTIONS:

11.1 A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessment against the latter for his share of the common expense up to the time of such voluntary conveyance.

11.2 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or lease hold property, or by abandonment of the unit for which the assessment was made.

11.3 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the rate of six percent (6%) per annum.

@@@Amended 31 January 1984, Book 1655, Page 1712

11.3 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the maximum rate allowed by law of six percent (6%) per annum. Further, if payment by any unit of any assessment or installment thereof is more than thirty (30) days past due, the Association may accelerate all assessment payments due through the remainder of the year, fifteen (15) days after sending notice of the intent to accelerate, by certified or registered mail.

11.4 The Association shall have lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in

the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the time of the recording of the claim of lien by the Association.

11.5 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 711, Florida Statutes.

@@@Amended 31 January 1984, Book 1655, Page 1712

11.5 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Condominium Act Chapter 711, Florida Statutes.

11.6 Nothing herein shall abridge or limit the rights or responsibilities of Mortgagers of a condominium unit as set out in greater detail in the statutes made and provided for same.
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12. TERMINATION. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

12.1 DESTRUCTION. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damages, the condominium plan of ownership will be terminated.

12.2 AGREEMENT. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments; in addition, if the proposed termination is submitted to a meeting of the members of the Association, (notice of the meeting having given notice of the proposed termination), and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) EXERCISE OF OPTION. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased, an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall

indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) PRICE. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

12.3 CERTIFICATE. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

12.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the condominium, the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

12.5 AMENDMENT. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

Declaration Filed 5 March 1971, Book 883, Page 801

13. EQUITABLE RELIEF. In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, recon-

structed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of competent jurisdiction, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

14. LIMITATION OF LIABILITY.

14.1 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

14.2 The owner of a unit shall have no personal liability for any damage caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

@@@Amended 31 January 1984, Book 1655, Page 1713

14.2 The owner of a unit shall have no personal liability for any damage caused by the Association on or in connection with the use of the common elements except to the extent that may be provided by state law. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

15. LIENS.

15.1 Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole except with the unanimous consent of the unit owners. During such period liens may arise or be created only against the several condominium parcels.

15.2 Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the mechanics' lien law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the Association such labor or materials shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

15.3 In the event a lien against two or more condominium parcels becomes effective each owner thereof may relieve his condominium parcel of the lien by payment of the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien

19.2 The annual assessment for each fiscal year against each unit is set forth in Paragraph 5 above. Such assessments shall be due in monthly installments on the first day of each month of the year for which the assessments are made, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy equal special assessments against each unit if a deficit should develop on the treasury for the payment of common expenses.

20. SALE, LEASE OR TRANSFER. In order to assure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions:

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20.1 Sale or lease. No unit owner may lease his apartment for a term at less than one (1) week without prior approval of the Board of Directors of the Association.

@@@Amended 31 January 1984, Book 1655, Page 1713

20.1 Sale or lease. No unit owner may lease his apartment for a term of less than one (1) week without prior approval of the Board of Directors of the Association.

No unit may be leased more frequently than four (4) times each year.

@@@Amended 3 February 1995, Book 2710, Pages 635-636

No unit may be leased for a minimum term of less than two (2) months ~~more frequently than four (4) times each year.~~

@@@Amended 14 February 1997, Book 2942, Pages 489-490

No unit may be leased for a minimum term of less than ~~two (2)~~ three (3) months.

No unit owner may dispose of a unit or any interest therein by sale without prior approval of the Board of Directors of the Association except where such sale is to a member of the Association. If the purchaser is a corporation, the approval may be conditioned upon the approval of all the intended occupants of the unit. The approval of the Directors shall be obtained in the manner hereinafter provided; EXCEPT, the provisions of this Section 20 shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions

apply to a transfer, sale or lease by a bank, life insurance company or Federal savings and loan association which so acquired its title.

~~@@@Amended 31 January 1984, Book 1655, Page 1713~~

~~No unit owner may dispose of a unit or any interest therein by sale without prior approval of the Board of Directors of the Association except where such sale is to a member of the Association. Henceforth, a unit may be conveyed or transferred only to one natural person or two natural persons who are married to each other or to a corporation the shareholders of which are solely one natural person or two natural persons who are married to each other or to a trust the beneficiaries of which are one natural person or two natural persons who are married to each other. If the purchaser is a corporation, the approval may be conditioned upon the approval of all the intended occupants of the unit. The approval of the Directors shall be obtained in the manner hereinafter provided; EXCEPT, the provisions of this Section 20 shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or Federal savings and loan association which so acquired its title.~~

(a) Notice to Directors. A unit owner intending to make a bona fide sale or a bona fide lease of over ten (10) months of his unit, or any interest therein, shall give notice to the Directors of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Directors may reasonably require, and the terms of the proposed transaction.

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Declaration Filed 5 March 1971, Book 883, Page 803

~~@@@Amended 31 January 1984, Book 1655, Page 1713~~

~~(a) Notice to Directors. A unit owner intending to make a bona fide sale or a bona fide lease of over ten (10) of his unit, or any interest therein, shall give notice to the Directors of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Directors may reasonably require, and the terms of the proposed transaction.~~

The Board of Directors may also require a screening telephone interview for any proposed unit sale or lease, and may grant exceptions at its discretion where circumstances so recommend. If a screening interview is required, the application and notice

to the Association is not complete until the interview has been held.

The Board of Directors may promulgate a uniform form of unit lease, which must be used in any lease of a unit.

An application for lease of a unit shall, in order to be effective, include a security deposit to the Association in the amount of \$100.00 from which the Association may deduct an amount equal to any damages to the common elements caused by the tenant or guest of the tenant. Along with the application, the unit owner must provide the Board of Directors a full background check of the applicant for their review.

(b) Approval of Directors. Within thirty (30) days after receipt of such notice, the Directors must either approve the transaction, or furnish a purchaser or lessee approved by the Directors who will accept the transaction upon the terms favorable to the Seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Directors may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Directors shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Sarasota County, Florida.

@@@Amended 31 January 1984, Book 1655, Page 1714

(b) Approval of Directors — Sale. within thirty (30) days after receipt of such complete notice of a proposed unit sale, the Directors must either approve the transaction, or furnish a purchaser ~~or lessee~~ approved by the Directors who will accept the transaction upon the terms favorable to the Seller as the terms stated in the notice, except that a purchaser ~~or lessee~~ furnished by the Directors may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Directors shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Sarasota County, Florida.

@@@Amended 31 January 1984, Book 1655, Page 1714 (new material)

(c) Approval of Directors — Lease. within thirty (30) days after receipt of complete notice of a proposed unit lease, the Directors must either approve or disapprove the proposed lease. If disapproved, the lease shall not be made. A lease may be disapproved on the basis of the responsibility and social compatibility of the proposed tenant, but in no event may a lease be denied for reasons of discrimination on the basis of race, religion or national origin contrary to applicable civil right laws.

@@@Amended 31 January 1984, Book 1655, Page 1714 (new material)

(d) Eviction of Tenant. In the event that a tenant violates a rule or restriction of the condominium or Association, the Association shall provide notice of the violation to the tenant by certified mail, with a copy by mail to the unit owner, providing five (5) days from the mailing of the letter to cease the violation. In the event that the violation does not timely cease or if it thereafter recurs, the Association may provide a demand to the unit owner by registered or certified mail, with copy by mail to the tenant, that eviction proceedings be commenced against the tenant not later than five (5) days from receipt of the letter by the unit owner, and diligently pursued to completion. If the unit owner does not timely and fully comply with such demand, the Association may act as agent for the unit owner to evict the tenant, at the expense of the unit owner as to all costs and attorney's fees.

20.2 Mortgage No unit owner may mortgage his unit or an interest thereon without the approval of the Directors, except to a bank, life insurance company or a federal savings and loan association. The approval of any other Mortgagers may be upon conditions determined by the Directors or may be arbitrarily withheld.

@@@Amended 31 January 1984, Book 1655, Page 1714 (New material)

20.3 Unit Loan. No unit may be occupied in the absence of an owner thereof, except under a valid lease, other than a person related by blood, marriage or legal adoption to an owner of the unit, and otherwise meeting the requirements for residence in the condominium. The Association may at its discretion require proof of identity necessary to establish relationship to an owner of the unit

@@@Amended 3 February 1995, Book 2710, Pages 635-636

20.4 Transfer fees. The Association may require the payment of a present transfer fee simultaneously with the giving of notice of intention to sell or lease, set transfer fee to be set by the Board from time to time and shall be in conference with applicable law.

21. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

a. Promptly pay the assessments levied by the Association.

b. Maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceiling, floors) whether or not

part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

c. Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner.

@@@Amended 31 January 1984, Book 1655, Page 1714

c. Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner. For the purposes of this provision, single family means an individual person or more than one person all of whom are related to each other by blood, marriage or legal adoption.

d. Pets may be kept on the premises provided they are kept on a leash while outside of their owner's unit. If, however, in the opinion of a majority of the Board of Directors a particular pet constitutes a nuisance, then the owner when so notified in writing, shall be required to immediately remove said pet from the premises.

@@@Amended 31 January 1984, Book 1655, Page 1714

d. Allow no pets either in a unit or on the common elements. may be kept on the premises provided they are kept on a leash while outside of their owner's unit. If, however, in the opinion of a majority of the Board of Directors a particular pet constitutes a nuisance, then the owner when so notified in writing, shall be required to immediately remove said pet from the premises.

e. Not make or cause to be made any structural addition or alteration to his unit nor to the common elements without written consent of the Association and all Mortgagers holding a mortgage on his unit.

@@@Amended 31 January 1984, Book 1655, Page 1715

e. Not make or cause to be made any structural addition or alteration to his unit or to the common elements without prior written consent of the Association Board of Directors and all Mortgagers holding a mortgage on his unit.

f. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

g. Conform to and abide by the Bylaws and uniform house rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property, by, through or under him do likewise.

h. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building whether within a unit or part of the common elements.

@@@Amended 31 January 1984, Book 1655, Page 1715

h. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building whether within a unit or part of the common elements, except upon the prior written consent of the Association Board of Directors and consistent with any plans and specifications approved by the Board.

i. Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose

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of maintenance, inspection, repair, replacement of the improvement within units or the common elements or to determine compliance with this Declaration and Bylaws of the corporation.

j. Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials except as provided uniform regulations promulgated by the Association.

k. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the corporation shall pay for and be responsible for repairs and electrical wiring within the common elements.

l. Comply with all the provisions of this Declaration regarding rentals of his unit.

@@@Amended 31 January 1984, Book 1655, Page 1715—(New material)

m. Not use or permit the use of his unit as a residence, for any period of time, to a person under twenty-one (21) years of age. A visit other than overnight is not considered residence for the purposes of this section.

@@@Amended 3 March 1989, Book 2104, Pages 2746-47

m. Not use or permit the use of his unit as a residence, for any period of time, to a person under twenty-one (21) years of age. A visit other than overnight is not considered residence for the purposes of this section. Inasmuch as Country Club Apartments was designed and intended as an adult community, to provide housing for residents who are sixty-two (62) years of age or older, no unit shall, at any time, be permanently occupied by persons who are under sixty-two (62) years of age; except that persons below the age of sixty-two (62) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. Permanent occupancy or residency shall be defined in the Rules and Regulations of the Association as may be promulgated by the Board. This restriction on occupancy by persons less than 62 years of age shall not apply to any persons permanently occupying a unit as of September 13, 1988 nor to any person who was entitled to occupy a unit as of September 13, 1988 pursuant to a unit lease approved by the Association prior to that date but only for so long as the lease term under said lease.

@@@Amended 28 December 1993, Book 2586, Pages 1720-21

m. Inasmuch as Country Club Apartments was designed and intended as an adult community, to provide housing for older residents who are sixty-two (62) years of age or older, at least one person 55 years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of 55, but twenty-one (21) years of age or older may occupy and reside in a unit as long as one of the occupants is age 55 or older. Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit a unit to be permanently occupied solely by persons twenty-one (21) years of age but less than 55 years of age, provided that such exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the condominium community having less than one permanent occupant 55 years of age or older, it being the intent that at least 80% of the units shall at all times have at least one permanent occupant 55 years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of older occupancy are maintained at all times. The Board or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the afore-stated percentages of older occupancy, no unit shall, at any time, be permanently occupied by persons who are under sixty-two (62) years of age; except that persons below the age of sixty-two (62) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. Permanent occupancy or residency shall be defined

in the Rules and Regulations of the Association as may be promulgated by the Board. This restriction on occupancy by persons less than 62 years of age shall not apply to any persons permanently occupying a unit as of September 13, 1988 nor to any person who was entitled to occupy a unit as of September 13, 1988 pursuant to a unit lease approved by the Association prior to that date but only for so long as the lease term under said lease.

@@@Amended 31 January 1984, Book 1655, Page 1715

n. Not park, or permit any tenant or other resident to park, anywhere on the condominium property any vehicle other than a noncommercial conventional passenger automobile, excluding by example but not by limitation any motorcycle, motorscooter, moped, truck, van, bus, camper, recreational vehicle, boat, trailer, or similar vehicle; except a guest may park a van not to exceed twenty-two feet (22) in length on the property temporarily, but may not live in that vehicle for any period of time.

22. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or, the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right for its employees or agents to enter the unit and do the necessary work to enforce compliance with the above provision.

23. DESTRUCTION OF IMPROVEMENTS AND INSURANCE.

23.1 The Association shall obtain fire and extended coverage insurance insuring all of the insurable improvements within the condominium property for the full insurable value (actual replacement cost) thereof, and the premium for such coverage and all other insurance deemed desirable by the Association shall be assessed against the owners of each unit as heretofore provided. The aforesaid insurance shall be evidenced by one blanket policy insuring all improvements as aforesaid.

@@@Amended 31 January 1984, Book 1655, Page 1715

23.1 The Association shall obtain fire and extended coverage insurance insuring all of the insurable improvements within the condominium property for the full insurable value (actual replacement coat) thereof, although a reasonable deductible may be provided, and the premium for such coverage and all other insurance deemed desirable by the Association shall be assessed against the owners of each unit as heretofore provided. The aforesaid insurance shall be evidenced by one

blanket policy insuring all improvements as aforesaid.

23.2 In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the policy shall be made to the members owning such units and their mortgages as their interest may appear, if there be mortgages on said units and it shall be the duty of those members to effect the necessary repairs to the improvements within their respective units.

23.3 In the event that loss occurs to improvements within units and the contiguous common elements alone, payment under the policy shall be made jointly to the Association and to the holder of mortgages in the units, and the proceeds shall be expended or disbursed as follows:

a. If the Mortgagers agree, all payees shall endorse the insurance company's check to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units, in such event should the insurance proceeds be sufficient to repair the improvements within the common elements but insufficient to repair all the damage within the units, the proceeds shall be applied first to completely repair the improvements within the common elements and the balance of the funds shall be apportioned to repair improvements within members' units in proportion to the loss sustained to improvements within said unit

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as estimated by the insurance carrier, and the members owning interest in units containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their units.

b. In the event all Mortgagers do not agree to the above endorsement of the proceeds as provided in subparagraph a above, all payees shall endorse the insurance company's check to the institutional first Mortgager owning and holding the oldest recorded mortgage encumbering any unit, which Mortgager shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgager or not with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent) shall disburse funds as follows:

@@@Amended 31 January 1984, Book 1655, Page 1715

b. In the event all mortgagers do not agree to the

above endorsement of the proceeds as provided in subparagraph a above, all payees shall endorse the insurance company's check to the institutional first mortgager owning and holding the oldest recorded mortgage encumbering any unit, which mortgager shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgager or one not with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent) shall disburse funds as follows:

(i) In the event the insurance proceeds are sufficient to rebuild and reconstruct all damaged improvements within the common property and within the units, and provided all institutional first mortgagers, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

(ii) In the event institutional first Mortgager unanimously agree to have the insurance proceeds applied to reconstruction but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest may appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units. In the event the majority of the voting members vote in favor of a special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with Paragraph 5 above, and the condominium project shall be terminated as hereinafter provided and all insurance proceeds shall be distributed to apartment owners and their mortgagers as their interest appear.

23.4 If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above and vote to abandon the condominium

project, same shall be abandoned in accordance with paragraph 12 above. As evidence of the members' resolution to abandon, the President and Secretary to the Association shall effect and place in the Public Records of the County an affidavit stating that such resolution was properly passed to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

23.5 In addition to the insurance coverage specifically mentioned hereinbefore, liability insurance, in an amount to be determined by the Directors of the Association, shall also be obtained on the common elements, provided, however, said amount not be less than \$300,000.00 and, provided further that said liability coverage shall name both the Association and each unit owner as a named insured.

23.6 Under all circumstances the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damages to improvements within units or common elements.

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24. The Developer shall have the right to utilize one of each different type of apartment as a model for a period of five (5) years from the date of Recording of this Declaration and to have located on the common property a sign on the premises adjacent to any street, advertising the model, size of sign not to exceed 10 feet by 10 feet.

~~@@@Deleted 31 January 1984, Book 1655, Page 1715~~

~~24. The Developer shall have the right to utilize one of each different type of apartment as a model for a period of five (5) years from the date of Recording of this Declaration and to have located on the common property a sign on the premises adjacent to any street, advertising the model, size of sign not to exceed 10 feet by 10 feet.~~

24.1 Developer shall have the right at all times to utilize all utility lines, conduits, and pipes in conjunction with an adjacent condominium or condominiums to be constructed by Developer, together with an easement or easements necessary to accomplish said purpose.

~~@@@Deleted 31 January 1984, Book 1655, Page 1715~~

~~24.1 Developer shall have the right at all times to utilize all utility lines, conduits, and pipes in conjunction with an adjacent condominium or condominiums to be constructed by Developer, together with an easement or easements necessary to accomplish such purpose.~~

~~@@@Deleted 31 January 1984, Book 1655, Page 1715~~

~~25. AUTHORITY TO EXECUTE LEASE. The Association shall execute the lease attached hereto as Exhibit "C" wherein Alfred A. Bloch and Jocille B. Dempsey is the Lessor and the Association is the Lessee. The Association shall abide by all the terms and conditions of said lease and all amendments thereto.~~

~~@@@Deleted 31 January 1984, Book 1655, Page 1716~~

~~25.1 SUBLEASE. The original purchaser of the condominium unit from the Developer shall be required to execute as sublessee a sublease in the form attached hereto as Exhibit "D".~~

~~@@@Deleted 31 January 1984, Book 1655, Page 1716~~

~~25.2 ASSUMPTION OF SUBLEASE. During the term of the aforesaid lease and the aforesaid subleases, each subsequent purchaser of a unit shall be required in order to obtain fee fee simple title to a condominium and assume the outstanding sublease between the unit owner and Country Club Apartments Condominium Association Inc., by executing an assumption agreement in the form attached hereto as Exhibit "E." The assignment of which shall be executed by the previous owner and the consent to the assignment shall be executed by the Association provided the purchaser has otherwise been approved in accordance with other provisions of this Declaration.~~

~~@@@Deleted 31 January 1984, Book 1655, Page 1716~~

~~25.3 An owner who executes a mortgage on his unit in accordance with the provisions of Paragraph 20.2 above shall have the right to include in said mortgage his leasehold interest pursuant to the sublease between the owner and Country Club Apartments Condominium Association, Inc.~~

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

~~@@@Amended 31 January 1984, Book 1655, Page 1716~~

~~26. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and~~

the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporation who is a unit owner, and the term "association" is used synonymously with "corporation" and refers to Country Club Apartments Condominium Association, Inc.

27. EXHIBITS. All exhibits attached hereto are incorporated herein by reference and made a part hereof.

~~@@@~~Amended 31 January 1984, Book 1655, Page 1716

25.27. EXHIBITS. All exhibits attached hereto are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF the undersigned has caused these presents-
to be signed this 5th day of March 1971.

F. B. CONDOMINIUMS, INC.

By Boris Kaye
As President

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