

enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of Sarasota County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as is deemed necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

- E. 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. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments, which are the subject of said proceeding. The Association may bid for the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.
- F. Any Institutional Mortgagee holding a first mortgage of record or other purchaser of a Condominium Unit obtaining title to the Condominium Parcel as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to a former Unit Owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such share of Common Expenses and Assessments is secured by a Claim of Lien for the same that is recorded prior to the recording of the said first mortgage. Any such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.
- G. Any person who acquires an interest in a Unit except as specifically provided in the preceding subparagraph shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing from the former owner have been paid.

- H. The Association, acting by and through its Board of Directors, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim ~~to the Developer or to any Unit Owners, group of Unit Owners or any third party.~~
- I. Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in the Condominium Act.

ARTICLE XIII  
RESTRICTIONS: USE, SALE AND LEASE

The following restrictions shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, their heirs, personal representative, successors, assigns, grantees and mortgagees, who by acceptance of a grant, devise or mortgage agree to be bound by the provisions hereof, and shall also apply to and bind the Condominium, the Condominium Property, the Condominium Units, and the Condominium Parcels:

- A. All improvements constructed upon Condominium Units shall be and remain of like exterior design, shape, color and appearance as the original construction by Developer. ~~The Developer hereby reserves the right to change from time to time the original construction design, color, shape and appearance of the improvements during the course of development of this Condominium and all sections of The Inlets.~~
- B. No Unit Owner shall modify or change the appearance or design of any portion of the exterior of any improvements located on or within the Unit boundaries without the approval of the Association, ~~except for the addition of Developer approved improvements.~~
- C. No Unit Owner shall modify or alter the lawns, landscaping or landscaped areas within the Unit boundaries without the approval of the Association, ~~except for Developer approved modifications or alterations and~~ except for landscaped areas within a Unit Owner's privacy court.
- D. Occupants of Condominium Units shall not suffer, permit or maintain in or on their premises conditions or activities, which interfere with peaceful and quiet occupancy by other Unit Owners of their Units.
- E. Only small household pets shall be permitted ~~or maintained~~ in a Unit ~~or on the Common Elements~~, subject to rules and regulations of the Association ~~concerning their care and maintenance.~~
- F. ~~No Unit Owner shall keep or park on the Common Elements or Unit or the leased area any trailers, campers, boats, trucks, motorbikes or~~

~~motoreycles, it being intended that the only vehicles permitted to be kept on the Condominium Property by Unit Owners, their guests, licensees, invitees or assigns will be customary private passenger vehicles. This restriction shall not preclude the entry on the Common Elements of necessary service or development related vehicles.~~

Private passenger vehicles shall be parked only in the garages or in the driveway serving the Unit unless permission to use another Unit's garage or driveway is given by that Owner. Notwithstanding the above, no more than two (2) vehicles shall be parked in the driveway serving the Unit on a regular basis. For purposes hereof, a car shall be deemed parked on a "regular basis" if parked in such driveway more than seventy-two (72) hours in any seven day period without prior written approval of the Board. No parking overnight on streets or parking on lawns shall be permitted.

No Unit Owner shall keep or park on the Common Elements or Unit or the leased area any commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes. Pick-up trucks, motorbikes or motorcycles, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages without prior written approval of the Board or within the guidelines outlined in the Rules and Regulations. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on any Unit except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin. Notwithstanding the foregoing, service and delivery vehicles may be parked on Common Elements or driveway of a Unit during such period of time as is reasonably necessary to provide service or make a delivery to the Unit. The Board of Directors may tow any vehicle that is parked in violation of this Article X111 (F).

- G. Each Condominium Unit shall be used exclusively as a one-family residential dwelling, and no business or trade shall be permitted to be conducted therein or thereon, ~~except for Units used by Developer for models, sales offices, construction offices, storage or related use.~~
- H. The Association shall have the option to purchase or lease any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person.

1. Prior to the sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, rental, lease, or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement or lease and such other information as may reasonably be required by the Board of Directors. Failure to do so shall be deemed a breach hereof, and any sale, rental, lease or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee or transferee.
  2. Within twenty (20) days after its receipt of said notice and such supplemental information as it may reasonably require, the Board of Directors shall either approve or disapprove the proposed sale, rental, lease or transfer, in writing, and shall promptly notify the Unit Owner of its decision. Failure of the Board to act within said twenty (20) day period shall be the equivalent of its consent and may be established by means of an affidavit attached to the deed conveying the Unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Sarasota County, Florida, by and at the expense of the purchaser, lessee or transferee and if there be any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, lessee or transferee.
- I. If the proposed sale is bona fide but the Board of Directors disapproves the same, when the Board notifies the Unit Owner of its disapproval, it shall deliver to the Unit Owner the deposit required under the terms of the proposed sale and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the proposed sale previously furnished to it. If the Board furnishes the Unit Owner with written notice of its disapproval but fails to deliver the required deposit, such action shall be the equivalent of its consent, which may be established as provided in the preceding subparagraph H.
1. If the Board notifies the Unit Owner of its disapproval and accompanies its notice of disapproval with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned to any member or members of the Association. The member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association.



2. Thereupon, the selling Unit Owner may either close the proposed sale of his Unit with the Association or a member or members to whom its obligation to purchase the Unit has been assigned or withdraw the offer specified in his notice to the Board. If neither the Association nor an assignee member or members close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association to the Unit Owner shall be forfeited by the Association and retained by the Unit Owner who may then consummate the transaction with the party who made the original bona fide offer. To perfect title in his transferee, and affidavit executed by the selling Unit Owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the Unit being sold.
- J. In the event that the sales price to the proposed purchaser exceeds the fair market value of the property, the Association shall have the right, if the Unit Owner refuses to sell the Unit to the Association for the Unit's fair market value, to require a determination of the fair market value by arbitration proceedings. In such event, the Association's right to deliver the deposit to the Unit Owner shall be extended until ten (10) days after the report of the arbitrators. The arbitration shall be accomplished by the Association appointing an arbitrator, who shall be a registered M.A.I. or its equivalent, the Unit Owner appointing another registered M.A.I. arbitrator within five (5) days after notice of the appointment by the Association, and the two (2) appointed arbitrators appointing a third arbitrator with the same qualifications within ten (10) days of the first appointment. The arbitrators shall then meet and make their determination of the fair market value of the Unit within ten (10) days from the appointment of the third arbitrator and shall advise the parties of their determination. The decision of the arbitrators shall be binding on all parties.
- K. Units shall not be leased without the prior written approval of the Board of Directors. The Board shall have the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than ninety (90) days; the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased; and no pets shall be permitted in leased Units except in connection with leases for periods exceeding six (6) months. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue.

The Board must either approve or disapprove a lease within twenty (20) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Board fails to give the Unit Owner written notice of its approval of the proposed lease within the

foregoing twenty (20) day period, its failure to give such notice shall be the equivalent of its consent. If the proposed lease is disapproved by the Board, the Unit shall not be so leased.

- L. Should any Condominium Parcel at any time become subject to an Institutional First Mortgage, the holder thereof, upon becoming the owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure or other means, shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, without prior offer to or approval of the Board of Directors, the provisions of the foregoing subparagraphs being inapplicable thereto, except that the Association shall be advised in writing of the closing date or effective date and term of the lease and shall also be provided with the name(s) of the purchaser or lessee.
- ~~M. The provisions of this Article shall not be applicable to the Developer who is hereby irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by Developer for any period and under any terms to any lessees, purchasers or transferees without the consent of the Association. The Developer shall have the right to take any action necessary to consummate the sale, rental or transfer of said Units, including, but not limited to, the right to maintain model units on the Condominium Property, post signs, have employees in the offices maintained in the Condominium Property, use the Common Elements and show Units to prospective purchasers. Sales office signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. The provisions of this subparagraph "M" shall not be amended without the prior written approval of the Developer.~~
- M. The Occupants and Owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay each Unit's share of all Common Expenses and Special Assessments and shall further pay any and all late charges, penalties or interest relating to the same as properly established by uniform rules and regulations of the Association.
- N. No Condominium Parcel or Unit shall be divided or subdivided. No structural alterations or changes shall be made to the dwelling located on said Unit without prior approval of the Board of Directors of the Association.
- O. Without the prior permission of the Association, no wires, TV antennae, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that

form a part of the original building, and no Unit Owner shall permit or maintain any exposed or outside storage or storage containers.

- P. No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.
- Q. No Unit owner may dispose of or keep refuse, trash or garbage in or on any exterior area of the owner's Unit or on the Common Elements, except in those receptacles provided by the Association, if any.
- R. No Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.
- S. No electric machine or apparatus of any sort shall be used or maintained in any Unit, which causes interference with the television reception in other units.
- T. No signs of any type shall be maintained, kept or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, ~~except for signs of Developer.~~
- U. The occupants of Units shall abide by all the uniform rules and regulations promulgated by the Association from time to time concerning occupancy and use of the Condominium Units and Common Elements and areas, which rules and regulations shall not discriminate against any Unit owner or class of Unit owners.

ARTICLE XIV  
MAINTENANCE AND REPAIR

- A. The Association, except as otherwise specifically provided herein, shall maintain, repair and replace at the Association's expense:
  - 1. All portions of the Common Elements and all improvements and personal property thereon.
  - 2. All conduits, pipes, lines, mains, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Condominium not within a Unit, and those within a Unit but serving more than one (1) Unit.

3. All lawns, trees under 20' and landscaped areas, including such areas located within the Unit boundaries, shall be maintained by the Association, provided, however, that the responsibility for repair and replacement of the lawns, trees and landscaped areas located within Unit boundaries shall be that of the unit owner.
  4. Roof cleaning and painting of trim on all dwellings constructed on the Units in this Condominium; provided, however, that the responsibility for roof repair and replacement shall be the Unit Owner's.
- B. The responsibility of each Unit Owner for maintenance, repair and replacement shall be as follows:
1. To maintain, repair and replace, at his own cost and expense all portions of his Unit (except the portions to be maintained, repaired and replaced by the Association), and all improvements located thereon, including the maintenance of the exteriors of all dwellings constructed within the Unit boundaries, including exterior painting and the maintenance, repair and replacement of the roofs of the dwellings.
  2. To maintain, repair and replace all air conditioning and heating equipment serving the improvements located within his Unit.
  3. To maintain and keep in good repair the boat dock which is a Limited Common Element appurtenant to his Unit.
  4. Not to modify or change the appearance or design of any portion of the exterior of any improvements located on or within the Unit boundaries without the approval of the Association, ~~except for the addition of Developer approved improvements.~~
  5. Not to modify or alter the lawns, landscaping or landscaped areas within the Unit boundaries without the approval of the Association, ~~except for Developer approved modifications or alterations and~~ except for landscaped areas within a Unit Owner's privacy court.
  6. To promptly report to the Association any defect or need for repairs, maintenance or replacements for which the Association is responsible.
  7. To keep, maintain, repair and replace in a first class, safe, neat, clean and attractive order, condition, appearance and repair all portions of the Condominium Property which are the responsibility of such Unit Owner as set forth above. In the event any Owner of any Unit in the Condominium shall, after reasonable notice from the Association, fail to keep, maintain, repair and replace, in a first class, safe, neat, clean and attractive order, condition, appearance and repair, all



improvements located on or within his Unit, the Association shall have the right through its agents, contractors, employees or representatives, to enter upon the Unit and to maintain, repair and replace, at the expense of the Unit Owner, all such improvements. The Unit Owner shall pay the Association for all such maintenance, repairs and replacements immediately upon demand.

ARTICLE XV  
AMENDMENT OF DECLARATION

- A. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all voting rights of all Unit Owners in this Condominium, except that provisions relating to percentage of ownership and sharing of Common Expenses, ~~rights of Developer~~, termination of the Condominium and the voting rights of Members may be amended only with the written consent of all persons adversely affected thereby. The Articles of Incorporation and Bylaws may be amended by a simple majority vote of all voting rights of all Members of the Association and to that extent this Declaration may be amended without a two-thirds (2/3) vote. No amendment shall be effective unless it be in writing, executed by the President or Vice President and attested by the Secretary of the Association with the formalities required for a conveyance of real property in the State of Florida and recorded in the Public Records of Sarasota County. It shall not be necessary for the individual Unit Owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the President or Vice President and attested by the Secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws. ~~Until such time as Developer shall have conveyed title to all Units of all sections of The Inlets, no amendments to the Declaration of Condominium, Articles of Incorporation or Bylaws shall be effective without its written consent.~~
- B. ~~By acceptance of a deed to a Condominium Unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all Units in all sections by Developer to (a) identify, locate and dimension any Units which are not completed at the date of this Declaration; (b) to correct any errors or omissions in the Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances; or (d) to gain acceptance or approval of any institutional mortgage lender or title insurer. Such~~

~~amendments shall be executed by the Developer with written consent of all institutional first mortgagees and the joinder or further consent of individual Unit Owners or holders of recorded liens or other interests therein or thereon shall not be required. All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County.~~

**ARTICLE XVI**  
**AMENDMENT TO PLANS**

- A. ~~Developer reserves the right to change the original construction design of the dwellings to be built on the Units and to alter the boundaries between the Units so long as Developer owns the Units so altered. No such change shall increase the number of Units nor alter the boundaries of the Common Elements without amendment of this Declaration.~~
- B. ~~The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.~~

**ARTICLE XVI**  
**TERMINATION OF CONDOMINIUM**

- A. ~~The above-described property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting rights of all Unit Owners in this Condominium, and the unanimous written consent of all of the Institutional Mortgagees, ~~and written consent of Developer until such time as Developer shall have conveyed title to all Units of all contemplated sections of THE INLETS,~~ by an instrument to that effect signed by the President or Vice-President and Secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County.~~
- B. In the event the Condominium is to be terminated, then all Owners of Units will immediately convey all their rights, title and interest to their respective Units to the bank trustee selected by the Board of Directors to be held by such trustee in trust. The recording of each such conveyance to a trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the Common Surplus to be subsequently distributed by the trustee as provided herein. Said trustee shall collect all assets of the Association which are allocable to the Units in this Condominium and which may remain after the Association pays its liabilities,

and shall effect a public or private sale of the Condominium Property by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable, consistent with local real estate market conditions. After conveyance of title to the purchaser, free and clear of all liens and encumbrances, and after payment of reasonable trustee's fees, appraiser's fees and other costs reasonably incurred, the trustee shall apportion the remaining funds in its hands among the Units in accordance with the respective values of the Units in this Condominium as determined by three (3) experienced real estate appraisers selected by the Board of Directors. The trustee shall distribute each Unit's share of said funds jointly to the record title Owners of each Unit and the record owners of any mortgages or other liens encumbering such Unit at the time of the recording of its conveyance to the trustee by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as provided herein, even though the share of a particular Unit in said funds is insufficient to pay all liens in full; and in such event the lien holders who had priority against the title to the Unit shall have priority of payment of the Unit's share of the Common Surplus.

- C. Nothing herein provided shall in any way relieve the Unit Owner of his personal liability for any deficiency that may remain upon any liens, which encumbered his Unit at the time of his conveyance to the trustee. Mortgagees and other lien holders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their Mortgage or perfection of their liens.
- D. The provisions of this Article may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

ARTICLE XVII  
INSURANCE

- A. The Association shall cause all buildings and improvements constructed upon or within the Unit boundaries to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, naming the Association, the Unit Owners and mortgagees of record as their interests may appear. Such coverage shall afford protection against:
  - 1. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;
  - 2. Flood insurance, if required; and
  - 3. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the

buildings on the land, including but not limited to, vandalism and malicious mischief.

- B. In addition, the Association shall provide and purchase insurance relative to the following:
1. All buildings and improvements upon the Common Elements and all personal property of the Association or included as part of the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
    - (a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
    - (b) Flood insurance, if required; and
    - (c) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to, vandalism and malicious mischief.
  2. Public liability insurance regarding the Common Elements shall be carried 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 automobile and non-owned automobile coverage, and with cross liability endorsement to cover liabilities of the Unit Owners as a group, to a Unit Owner.
  3. Workmen's Compensation Insurance shall be carried to meet the requirements of the law.
  4. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be desirable.
- C. Public liability insurance regarding the Units (and structures located thereon) and other property insurance regarding said Units and structures thereon (except as provided in paragraph A above) may be purchased at the sole cost and expense of individual Owners.
- D. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one (1) or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners.



Premiums may be financed in such manner as the Board of Directors shall deem appropriate.

ARTICLE XVIII  
RECONSTRUCTION AND REPAIR AFTER CASUALTY

- A. If any part of the Condominium Property shall be damaged by casualty, it shall be constructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.
- B. The Association shall be responsible for repair and reconstruction after casualty to the Condominium Property.
- C. Any reconstruction or repair must be substantially in accordance with the original plans and specifications for such improvements or, if not, then according to plans and specifications approved by the Board of Directors of the Association and Institutional First Mortgagees holding Mortgages on the Units involved.
- D. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.
- E. In the case of damage or destruction to the Common Elements, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or, if at any time during reconstruction and repair the funds for the payment of the costs thereof are insufficient, Assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for payment of those costs.
- F. In the case of damage or destruction to the dwellings located on or within the Unit boundaries, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair the funds for the payment of the costs thereof are insufficient, Assessments shall be made by the Association against the Unit Owners who own the damaged dwellings in sufficient amounts to provide funds for payment of those costs.
- G. In the case of damage or destruction to property for which the Association has the responsibility for repair and reconstruction, the funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from Assessments against Unit Owners, if any, shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

- H. In the event of a destruction or casualty loss to any of the Condominium Property for which the Association has the responsibility for maintenance and repair, all insurance proceeds payable under the policies shall be collected by the Association Treasurer. If said proceeds are in excess of ~~TEN-TWENTY FIVE THOUSAND DOLLARS (\$10,000.00)~~ (\$25,000.00), they shall be immediately paid over to a banking corporation having trust powers and selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Directors.
- I. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XIX  
DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR THE INLETS

As described in Article II above, this Condominium is part of land that is being developed as part of The Inlets Project. The land is subject to that certain Declaration of Covenants and Restrictions for The Inlets which has been recorded in Official Records Book 1586, Page 1998, Public Records of Sarasota County, Florida as amended by First Amendment to Declaration of Covenants and Restrictions for The Inlets, recorded in Official Record Book 1607, Page 1337, of the Public Records of Sarasota County, Florida. Pursuant to the Declaration of Covenants and Restrictions for The Inlets, as amended, a non-profit corporation known as The Inlets Common Facilities Corporation will operate, maintain, improve and manage The Inlets Common Facilities. Pursuant to said Declaration of Covenants and Restrictions, as amended, annual maintenance assessments will be payable to it by the Unit Owners. All persons owning a vested fee simple interest to any Condominium Unit shall automatically become a member of The Inlets Common Facilities Corporation.

ARTICLE XX  
RIGHTS OF INSTITUTIONAL MORTGAGEES

Notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the contrary, the written consent of each Institutional Mortgagee holding a first mortgage upon any Condominium Parcel or Parcels shall first be obtained before this Declaration may be amended or the Condominium terminated, which said consent shall not be unreasonably withheld.

ARTICLE XXI  
GENERAL PROVISIONS

- A. If any provision of this Declaration, the Articles, the Bylaws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the Bylaws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.
- ~~B. If the Developer holds Units for Sale in the ordinary course of business, none of the following actions may be taken without the developer's written approval:~~
- ~~1. Assessment of the Developer as a Unit Owner for capital improvements, and~~
  - ~~2. Any action by the Association that would be detrimental to the Developer's sale of Units.~~
- B. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail or certificate of mailing at their place of residence in the Condominium, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association shall be delivered by certified mail or certificate of mailing to ~~655 No. Tamiami Trail, 200 Inlets Blvd.~~ Nokomis, FL 33555 34275. All notices shall be deemed and considered sent when mailed in such manner. Any party may change his or its mailing address by written notice to the other party.
- C. The failure of ~~the Developer~~, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
- D. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action against a Unit Owner ~~other than Developer~~ to enforce compliance with the Condominium Act, this Declaration, the Articles or the Bylaws, or the Association's Rules and Regulations, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

- E. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.
- F. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

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