

THIS INSTRUMENT PREPARED BY:
STEPHEN W. THOMPSON, ESQ.
NAJMY THOMPSON, P.L.
1401 8TH AVENUE WEST
BRADENTON, FLORIDA 34205

RECORDED IN OFFICIAL RECORDS
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May 11, 2021 09:51:07 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
AMENDED AND RESTATED BYLAWS
GULFSTREAM TOWERS ASSOCIATION, INC.**

The undersigned officers of the Gulfstream Towers Association, Inc., a Florida not-for-profit corporation organized and existing to operate and govern Gulfstream Towers Association, Inc., according to the original Declaration of Condominium, recorded at Official Records Book 505, Pages 53 et seq., and amended and restated as Instrument #2012048134 in the Public Records of Sarasota County, Florida and all amendments thereto, hereby certify that:

1. The Amended and Restated Declaration of Condominium, replacing the original Declaration and later adopted amendments, was approved by the procedure provided for in the governing documents at a membership meeting held on January 20, 2021, and is attached hereto.
2. The Amended and Restated Bylaws, replacing the original Bylaws and later adopted amendments were approved by the procedure provided for in the governing documents at a membership meeting held on January 20, 2021, and are attached hereto as Exhibit "C" to the Amended and Restated Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this instrument this 13th day of April, 2021.

WITNESSES to President's signature:

x Natalie Munno
Print Name: Natalie Munno, CAM

x Sonya Quintana
Print Name: SONYA QUINTANA

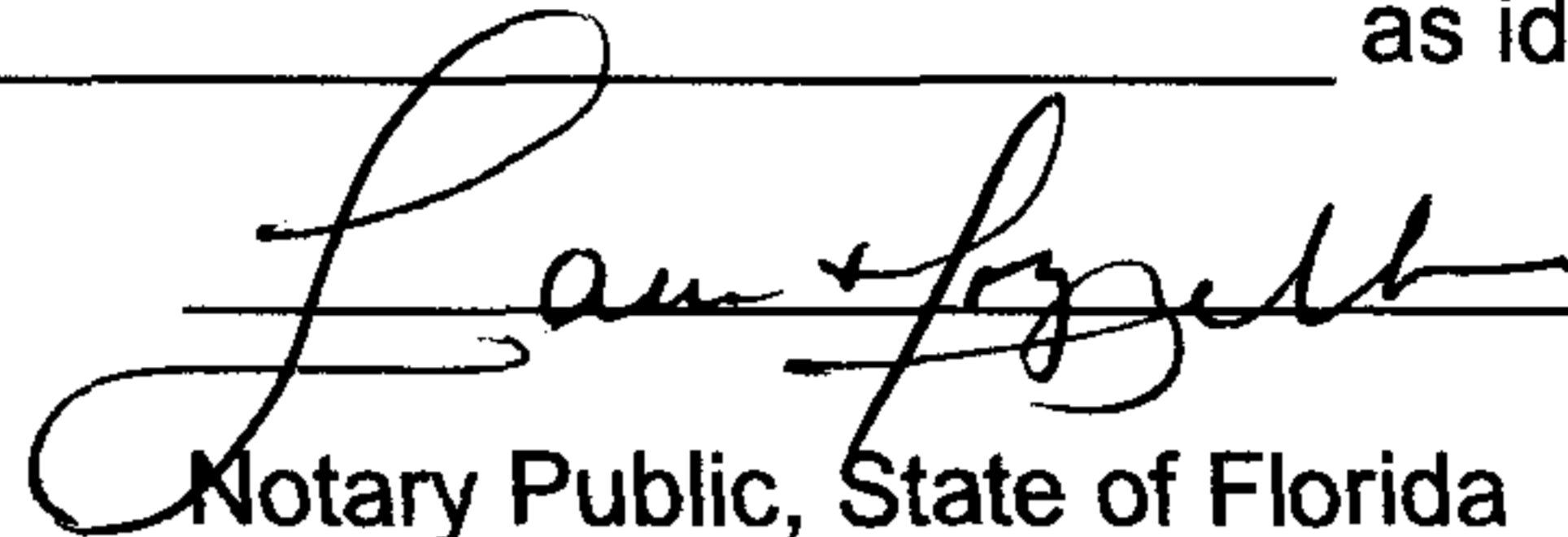
**GULFSTREAM TOWERS
ASSOCIATION, INC.**

By: x Marie Williams
Print Name: Marie Williams
As its President

Attest: P. Mahoney-Zahe
x P. MAHONEY-ZAEHE
Print Name: P. MAHONEY-ZAEHE
Title: Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of of physical presence or online notarization this 13 day of APRIL, 2021, by MARIE WILKINS, as its President, and by P.M. ZARHE as its V.P. on behalf of the Gulfstream Towers Association, Inc. They are personally known to me or have produced _____ as identification.



Notary Public, State of Florida

Print Name: LAURA MAZZELLA

Date: 4-13-21

My Commission Expires: 2-1-24



**GULFSTREAM TOWERS ASSOCIATION, INC. A CONDOMINIUM
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM**

**EXHIBITS TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM:**

EXHIBIT A: PLAT

**EXHIBIT B: AMENDED ARTICLES OF INCORPORATION
OF GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM**

**EXHIBIT C: AMENDED AND RESTATED BYLAWS
OF GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM**

**EXHIBIT D: PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND SURPLUS,
AND SHARE OF COMMON EXPENSES**

**GULFSTREAM TOWERS ASSOCIATION, INC. A CONDOMINIUM
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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS that heretofore, GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM, was formed by the recording of Declaration of Restrictions, Reservations, Covenants, Conditions and Easements of Gulfstream Towers, A Condominium (the "Original Declaration") in Official Record Book 505, Pages 53 et seq., as amended from time to time, in the Public Records of Sarasota County, Florida.

Pursuant to Section 718.110(1), Florida Statutes, the Original Declaration is hereby amended and restated in its entirety by the recording of this Amended and Restated Declaration of Condominium of Gulfstream Towers, a Condominium (the "Declaration"). Nothing herein shall in any way alter the configuration or size of any Condominium Unit or the appurtenances to any Unit, the percentage or proportionate share by which the Owner of a Unit shares the Common Expenses, Common Elements and the Common Surplus as created by the Original Declaration of Condominium amended herein. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Original Declaration of Condominium and incorporate by reference all its Exhibits in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above under the condominium form of ownership and the provisions of the Condominium Act, as the same now exists or may be amended or re-numbered from time to time.

This is a substantial rewording of the Original Declaration of Condominium. See the Original Declaration of Condominium and prior amendments for prior text.

**ARTICLE I
INTRODUCTION AND SUBMISSION**

- 1.1 Submission Statement.** GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM, was previously submitted to the condominium form of ownership by the original Developer, Gulfstream Towers, Inc., through the recording of the Original Declaration as described above. The lands submitted were described in the Original Declaration and Condominium Plats for the condominium, and are further described in attached Exhibit "A" (the "Land"), and all improvements erected thereon, all easements, all rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for the use and connection therewith, were submitted to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (Chapter 718, Florida Statutes) as amended.
- 1.2 Name of Condominium.** The name by which this Condominium shall be identified is GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM, and is located in Sarasota County, Florida.
- 1.3 Covenants Running with the Land.** All provisions of restrictions, reservations, covenants, conditions, and easements contained herein shall constitute the covenants running with the land and with every party thereof and therein and every unit owner and claimant of the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and in

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accordance with the Condominium Act and shall be binding on all parties or persons subsequently owning property in said Condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, successors, executors, administrators and assigns and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof.

**ARTICLE II
DEFINITIONS**

As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

- 2.1 "Act" or "Condominium Act"** means the Condominium Act (Chapter 718, Florida Statutes, 2011), as it now exists or as it may be amended from time to time, including the definitions therein contained.
- 2.2 "Articles"** means Amended and Restated Articles of Incorporation as attached hereto as Exhibit "B" as it may be amended from time to time.
- 2.3 "Assessment"** means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit.
- 2.4 "Association"** means GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM ("GSTA"), a Florida Corporation Not for Profit, the entity responsible for the operation of the Condominium.
- 2.5 "Association Office"** means the area of the common elements where the Association Manager and, as applicable, Board Officers are located to perform their official duties. Currently located on the Second Floor of Gulfstream Towers.
- 2.6 "Association Property"** means all real property owned by the Association for the use and benefit of the Unit Owners and authorized Occupants, Residents, Guests, and Visitors.
- 2.7 "Board of Directors" or "Board" or "Directors"** means the representative body which is responsible for the administration of the Associations affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration."
- 2.8 "Building and GST"** means the structure in which the Units and common elements are located.
- 2.9 "Bylaws"** means the Amended and Restated Bylaws of the Association as attached hereto as Exhibit "C" which may be amended from time to time".
- 2.10 "Charge"** means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.
- 2.11 "Common Elements"** mean and include:
 - a. The portions of the Condominium Property not included within the Units.

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- b. Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
- c. An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.
- d. The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
- e. Corridors, walkways, elevators, stairways, and planters.
- f. The electrical room.
- g. Parking spaces.
- h. Laundry facilities
- i. 2nd Floor social area, kitchen, deck, pool, gym, storage areas.
- j. 1st Floor bicycle room.
- k. Any other parts of the Condominium Property designated as Common Elements in this Declaration or other Association Documents, including the equipment, furniture, and furnishings located in the common areas; some located in the Office, for the primary use of the Association staff and Board.

2.12 "Common Expenses" means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements and such other expenses as may be declared common expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills that are not separately metered to individual Units, pool service, janitor service, accounting and legal fees for managerial and other services, and reasonable and adequate reserve, all as may be required in the maintenance of this Condominium. The expenses of bulk cable or master antenna television, if any, and any bulk interior pest control, if so, designated by the Board. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and other services which are reasonably related to the general benefit of the unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local government entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service for a master meter that services the Condominium.

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

2.14 "Condominium Documents" or "Documents" means this Amended and Restated Declaration (Declaration); the Surveyor's Plat, Site Plan and Floor Plans which are attached as exhibits hereto; Amended and Restated Articles of Incorporation (Articles) attached hereto as Exhibit "B"; Amended and Restated Bylaws (Bylaws) attached hereto as Exhibit "C"; and Rules and Regulations (Rules) as may

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be promulgated by the Board of Directors from time to time. The Rules and Regulations, as adopted by the Board from time to time, do not have to be recorded in the County Public Records and will still be valid and enforceable even if the Rules are not so recorded.

- 2.15 "Condominium Parcel"** means a Unit together with the undivided share in the Common Elements which appurtenant to the Unit and when the context permits, the term includes all the appurtenances to the Unit.
- 2.16 "Condominium Property"** means the land and property interests subjected to the condominium ownership under this Declaration and is further described in the Original Declaration, all improvements on the land as depicted in the Surveyor's Plat, or replacements thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for the use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property.
- 2.17 "County"** means Sarasota County, Florida.
- 2.18 "Declaration" or "Declaration of Condominium"** means this Amended and Restated Declaration as it may be amended from time to time.
- 2.19 "Domestic Partners"** means two adults who have chosen to share their lives in a committed relationship that includes mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of this Declaration
- 2.20 "Family" or "Single Family"** is defined in Section 12.1 herein.
- 2.21 "Fixtures"** means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliance which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms.
- 2.22 "Fractional Ownership" or "Unit Sharing"** means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit. For purposes of Unit occupancy, such Fractional Ownership or Unit Sharing shall be limited in such a way to conform to the limitation and definitions of Article 2.31 Primary Occupant and as defined elsewhere in the Documents.
- 2.23 "Guest"** means any person who is not the Unit Owner, a Primary Occupant, or a Tenant; or an Immediate Family Members, who is physically present in, or occupies the Unit on a temporary basis

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(i.e., not to exceed thirty (30) days in any calendar year) at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

- 2.24 "Immediate Family Members"** means the Owner's or Primary Occupant's or Tenant's spouse or domestic partner, children, and the spouse or domestic partner's children, and their children's spouses or domestic partners. All are to be registered with the Association Office.
- 2.25 "Insurable Improvements"** shall mean the "Building" as defined in Article 2.7 of this Declaration, less upgrades, or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.
- 2.26 "Invitee" or "Licensee"** means a person or persons allowed entry for the purpose of conducting business with a Unit's resident/occupant, or otherwise entering the Condominium Property on a temporary basis at the express or implied consent of the Unit Owner, Primary Occupant, or Tenant, with no overnight stay in the Unit or Association common elements.
- 2.27 "Lease"** when used in context in the renting of Units, means the grant by a Unit Owner or Primary Occupant of a right of use of the Unit for periods of more than thirty (30) days in a calendar year regardless of whether there is a written lease agreement or consideration exchanged. Any such lease must conform to the provisions of this Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, and any future amendments or changes to them.
- 2.28 "Legal Resident" or "Resident"** means the registered Unit Owner, Primary Occupant, or Tenant, and Immediate Family Members and Guests, duly identified and registered with the Association, who occupy the Unit for permitted periods of time.
- 2.29 "Limited Common Elements"** means portions of the Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units as reflected on the Condominium Plat or in this Declaration.
- 2.30 "Limited Common Expense"** means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so, provided in this Declaration.
- 2.31 "Member"** means the record title Owner(s) to a Unit. All unit Owners shall be automatically members of the Association and said membership shall terminate when they no longer own said units. Owners of each unit shall collectively be entitled to a total of one (1) vote associated with the Unit, to be cast in accordance with the provisions of the Bylaws. When the Unit is fractionally owned by multiple individuals or artificial entities, or is owned by a corporation, or other entity ("Entity") which is not a natural person, Member means the person designated by the fractional owners or by the legal representative(s) of the Entity as the Primary Occupant, who shall be duly identified and registered as such with the Association, in accordance with its Bylaws and/or Rules & Regulations. "Occupant" when used in connection with a Unit, means a person who is physically present in a Unit on two or more consecutive days, including staying overnight for one night.

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- 2.32 "Primary Occupant"** means a natural person designated for occupancy and representation of a Unit with all matters of the Association when title to the Unit is held in the name of two or more persons who are not husband and wife, or Domestic Partners or by a trustee or a corporation or other entity that is not a natural person. The Primary Occupant will be the Association's point of contact on all matters related to the Unit and to all Association matters, without affecting the joint financial and compliance responsibilities and liabilities of the Unit's owners. The Primary Occupant will be the party entitled to vote on Association matters. The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Association Documents.
- 2.33 "Resident"** means the natural person or persons who own and occupy a Unit and/or other natural person or persons registered by the Unit Owner or, as applicable, Primary Occupant, with the Association and authorized by the former to occupy the Unit, for the designated and authorized period of time. If the Unit Owner or Primary Occupant or Immediate Family Members are occupying the Unit, they too are included in the meaning of this term.
- 2.34 "Rules and Regulations"** means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer, and appearance of Units, Common Elements, and Limited Common Elements, and the operation and administration of the Association.
- 2.35 "Tenant" or "Lessee"** means a person occupying a Unit, other than the Owner, Primary Occupant, or Immediate Family Members, whether pursuant to a verbal or written agreement, where said occupancy equals or exceeds thirty-one (31) calendar days in any calendar year. The term "tenant" shall be used interchangeable with "Lessee". Any such Tenant or Lessee must conform to the provisions of this Declaration, the Association's Articles of Incorporation, Bylaws and Rules and Regulations.
- 2.36 "Unit"** means a part of the Condominium Property subject to exclusive ownership, and as further defined in the Condominium Act.
- 2.37 "Unit Owner" or "Owner"** means the record Owner of a Condominium Parcel.
- 2.38 "Utility Services"** as used in the Condominium Act and as construed with the reference to this Condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to electric power, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.
- 2.39 "Voting Interest"** means and refers to the arrangement established in the Condominium Documents by which the Owners or Primary Occupants of each Unit collectively are entitled to one vote of the Association matters. There are 70 Units, so the total number of Voting Interests is 70.

**ARTICLE III
IDENTIFICATION**

**GULFSTREAM TOWERS ASSOCIATION, INC. A CONDOMINIUM
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- 3.1 Survey. Graphic Descriptions and Floor Plans.** A survey of the land described in Exhibit "A", and graphic descriptions of the improvements in which the Units are located and a plot plan thereof, are all made a part hereof, and together with this Declaration, is sufficient in detail to identify the Common Elements, Limited Common Elements and each Unit and their relative locations and approximate dimensions.
- 3.2 Unit Designations.** Each condominium unit is identified by a number as shown on the Plat so that no unit bears the same designation as does any other unit. In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A", the actual physical locations shall control.

**ARTICLE IV
VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS
AND SURPLUS; SHARE OF COMMON EXPENSES**

- 4.1 Voting Interest.** The voting rights of the Owner or Primary Occupant of each Unit shall be 1 70th (one Voting Interest per Unit). The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be in the same manner and percentages as those described in Exhibit "D" attached hereto, with the exception of expenses for bulk cable television, if applicable, which is shared equally.

**ARTICLE V
COMMON ELEMENTS; EASEMENTS**

- 5.1 Definition.** The term "Common Elements" (as defined in Article 2.11 above) means all of the property submitted to a condominium ownership that is not within the Unit boundaries. It includes the easements (referenced above).
- 5.2 Easements.** Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released in connection with the termination of the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall be automatically subordinate to the rights of the Unit Owners with respect to such easements.
- (a) Utility and Other Easements.** The Association, through the Board of Directors, has the power, without the agreement of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility, or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of

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Directors may also transfer title to the utility-related equipment, facilities, or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

- (b) Encroachments.** If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (c) Ingress and Egress.** A non-exclusive easement shall exist in favor of each Unit Owner, Primary Occupant, Tenant, respective Immediate Family Members, Guests, Occupants, and Invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to public ways.

5.3 Restraint upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or pledged as collateral separate from the Unit it is appurtenant to. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged, or transferred except as an appurtenance to the Units.

**ARTICLE VI
CONDOMINIUM UNITS AND APPURTENANCES**

- 6.1 Unit Boundaries.** Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat and Exhibits attached to the Original Declaration and as further described herein. The upper and lower boundaries remain the same as those described in the Original Declaration and on the original Plat.
- 6.2 Exclusive Use.** Each Unit Owner, or Primary Occupant, or Tenant, or Immediate Family Members shall have the exclusive use of the Unit they own or occupy.
- 6.3 Appurtenances.** The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all the rights, title and interest including, but not limited to:
 - (a)** An undivided share of the Common Elements, such undivided share to be that portion or percentage set forth in Exhibit "D" attached hereto.
 - (b)** Easements for the benefit of the Unit.
 - (c)** Association Membership and interest in funds and assets held by the Association

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- (d) The right to exclusive use of the Limited Common Elements designated by this Declaration.
- (e) An exclusive easement for the use of the air occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.
- (f) Easements through the Common Elements for ingress and egress.
- (g) Easements through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall only be during reasonable hours except that access may be had at any time in case of emergency.
- (h) Every portion of a Unit contributing to the support of the Unit Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.
- (i) Easements over, through, above and beneath the Units and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to the Units and the Common Elements; provided, however, that such easements through a Unit shall be only according to the plans and specifications for the Unit Building or as the Building is constructed unless approved in writing by the Unit Owner.

**ARTICLE VII
MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS**

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

7.1 Maintenance by the Association. Except as may be otherwise provided by the terms hereof, the Association shall maintain, repair, and replace as part of the common expenses all of the common elements and limited common elements as defined herein, unless otherwise set forth herein. The Association's maintenance responsibilities include the following:

- (a) All mechanical, ventilation, heating, and air-conditioning equipment serving the Common Elements.
- (b) Association will paint the exterior unit doors. The unit owners, however, are responsible for maintaining (i.e., cleaning, painting) the interior portion of the entrance door.
- (c) All landscaping on the Common Elements and Limited Common Elements.
- (d) Electrical wiring up to the circuit breaker panel in each Unit.
- (e) Water pipes up to the individual cut-off valve for the Unit the pipe serves.
- (f) Common Area windows and doors, as well as all Unit exterior windows and entrance doors.
- (g) Sewer and/or water lines: Common drains, vents, and water distribution lines.

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- (h) 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.
- (i) All exposed exterior Building walls, concrete slabs; structural supports and posts, including painting, waterproofing, and caulking.
- (j) The garage pavement and, if installed, garage security gates.
- (k) Maintenance, repair, and replacement of all roofs.
- (k) The Association's responsibility does not include exterior or interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit or limited common elements and serving only that Unit.
- (l) In the event of an emergency, the Association (through the Board of Directors) is authorized to act as the Owners' agent to obtain services from contractors to perform Unit Owner maintenance responsibilities. In all such cases the Unit Owner shall reimburse to the Association all expenses incurred by the Association, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a lien for Charges.

7.2 Incidental Damage. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the common expense of the Association, which shall restore the property as nearly as practical to its condition before the damage., Walls and ceiling surfaces will be delivered ready for priming, wallpapering, or tiling, the latter to be done at the Owner's direction and expense. Association shall not be made responsible for damage to any alteration, addition or improvement to the unit or the common elements made by a Unit Owner or his predecessor in title.

7.3 Maintenance by the Unit Owners. Each Unit Owner shall maintain, repair, and replace everything within the confines of his Unit which is not part of the common elements, including but not limited to the items set forth below, and shall maintain, repair, and replace the following designated portions of limited common elements appurtenant to the Unit:

- (a) All interior surfaces of all doors, walls, floors, and ceilings (paint, wallpaper, and decorations).
- (b) All built-in shelves, cabinets, counters, storage areas and closets.
- (c) All refrigerators, stoves, vent fans, ovens, dishwashers and other kitchen equipment, water heater, and all bathroom fixtures, equipment, and apparatus.
- (d) All electrical, plumbing, telephone, television and communication fixtures, apparatus, equipment, outlets, switches, light bulbs, wires, pipes, and conduits serving only that Unit and located within the Unit boundary or through easement passage in a Unit below or next to it.
- (e) All mechanical, ventilating, heating, limited common elements of plumbing (plumbing only used by a specific unit) and air conditioning equipment that solely serve the owner's unit.

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- (f) All interior doors, walls, partitions, and room dividers, all drywall within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation.
- (g) All furniture, furnishing and personal property contained within the Unit or limited common elements serving only that Unit.
- (h) All screens, screen doors, screen hardware and framing, windows, window glass, and window hardware, framing and casings, sliding glass doors, assemblies and tracks, door and window hardware and locks. Such obligation includes trim, caulking unit entry door maintenance, including door encasements, and structural and hardware components.
- (i) The circuit breaker panel and all electrical wiring going into the Unit from the panel. Also, the Unit's air conditioning condenser unit located in Common Elements and their associated conduits to and from them to the interior of the Unit, including the electrical wiring to and from the Unit's circuit breaker and A/C condenser.
- (j) Unit AC and Shower pans.
- (k) The main water supply shut-off valve for the Unit. The Owner or Primary Occupant shall be responsible for the costs of clearing clogged drains that serve only their unit.
- (l) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- (m) Hot water heaters shall be replaced at least once every eight (8) years.

7.4 Additional Unit Owner Obligations.

- (a) In connection with the Unit Owner's maintenance, repair and replacement obligations, the Unit Owners must obtain prior written approval of the Association (through the Board of Directors) before performing any maintenance, repair and replacement which requires:
 - (i) changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage, excavation or not.

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- (ii) removal, modification or relocation of any interior partitions or walls, whether load bearing
 - (iii) relocation of appliances; relocation of utility, plumbing or electrical installations or fixtures or ductwork.
 - (iv) the use of heavy or noisy equipment.
 - (v) such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property, as determined by the Board.
- (b)** The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to, preservation of uniformity of appearance; use of licensed and insured contractors; right (but not duty) of oversight by the Association or its agent; the Unit Owner submitting plans as to the scope of the contemplated repair; restrictions as to hours of work; imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year; restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.
- (c)** Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with the prior written approval of the Board of Directors and with approved Permits from appropriate Sarasota City or County authorities. "Extensive" remodeling and "heavy" construction shall be defined by the Board of Directors from time to time, but, whether so defined or not, shall include, but not be limited to, activities involving the following:
- (i) Activities involving the use of power equipment such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board
 - (ii) Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, as determined by the Board.
 - (iii) Activities rendering the Unit uninhabitable during the performance of the work.
 - (iv) Activities requiring the storage of materials or equipment on the premises outside the Unit.
 - (v) Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
 - (vi) Activities requiring the use of scaffolding, booms, or other forms of exterior access.

7.5 Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior or in any manner change the appearance of any portion of the Common Elements, or make any structural change within the Unit interior, without first obtaining the written consent of the Board of Directors and submitting building plans.

- (a) Structural Modifications.** For purposes of this provision, the term "Structural" modifications or alterations include, but are not limited to:

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- (i) Relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations.
 - (ii) Relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges.
 - (iii) Removal or modification of any original partition (if load bearing or not), door, window, or screen.
 - (iv) Raising ceilings.
 - (v) Relocating kitchen or bathroom cabinetry.
 - (vi) All work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.
- (b) Exception.** Replacement of cabinetry, appliances, fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless building or another permit is required.
- (c) Plans and Specifications.** The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may consider uniformity of appearance, compatibility with architecture in the Gulfstream Towers Association condominium complex, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision.
- (d) Additional Unit Owner Responsibilities for Alterations and Additions.** If a Unit Owner (or his predecessors in title) makes, or has made any modifications, installations or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modifications, installations or additions and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility.

Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Associations maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs (including attorney's fees incurred by the Association) affiliated with the removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors, and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation,

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unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

- (e) **Weight and Sound Restriction.** Hard and/or heavy surface floor coverings, such as tile, marble, wood, laminate, or the like shall not be installed within a unit (other than a first-floor unit) without first obtaining the prior written approval of the Board. The Board shall have the authority to adopt standards for noise reduction products or sub-floor layers that will be required to be installed in order to avoid unreasonable noises and nuisances for the owner below the unit. In the event that any such surface results in unreasonable noise or nuisances unreasonably disturbing other owners, the owner that installed the floor surface shall be obligated to remove and/or replace the flooring to eliminate such nuisance.
- (f) **Washer and Dryers.** Washer and dryers shall not be permitted in the units. In the event that the Board determines that certain appliances in the units create or contribute to problems with the plumbing, electric, or other infrastructure or utility facilities for the building, the Board shall have the authority to adopt rules and regulations prohibiting or otherwise regulating such types of appliances, including but not limited to the ability to require an existing appliance's removal.

7.6 Alterations by Association. There shall be no substantial material alterations or substantial additions to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than 2.5% of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority of the entire Voting Interests, whether at a properly noticed membership meeting or by written agreement in lieu of a meeting.

- (a) Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is not an alteration or addition to the common elements or Association property and is the sole responsibility of the Board of Directors.
- (b) Cellular antennae and similar apparatus may be placed on the Condominium Property as determined by the Board in agreements with third parties and shall not require approval of the Voting Interests.
- (c) Association acknowledges the original Mid-Century Modern architecture design of the original builder and declares that this design theme will be consistent in any alternation of the Association common areas.

7.7 Enforcement of Maintenance. If, after reasonable notice, an Owner fails to maintain the Unit or other portions of the Condominium Property as required by this Declaration, the Association shall have, without waiver of other remedies, the right to enter the Unit Owner's Unit or Limited Common Element and perform (or cause performance of) the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including

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attorney's fees incurred by the Association) by the Association which shall be secured by a lien for Charges.

- 7.8 Damage Caused by Conditions of the Condominium Property.** Each Unit Owner is liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair, or replacement of the Condominium Property, made necessary by his/her intentional act or negligence, or by that of a Primary Occupant, Tenants, Immediate Family Members, Occupants, Guests, or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace if caused by the Primary Occupant, Tenants, Immediate Family Members, Occupants, Guests, or Invitees negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights. Attorney's fees incurred by the Association, as well as Association administration costs, related to the enforcement of this Article shall also be the obligation of the Owner or Primary Occupant.
- (a) Insurance.** Unit owners must maintain appropriate levels of casualty insurance for the Units (typically an "HO-6" policy). Such requirement is intended to require Unit Owners to ensure risks that are customarily experienced in condominiums located in Florida's coastal communities and in other condominiums, including, but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew.
 - (b) Association Entry into Unit.** If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may but is not obligated to; repair the damage without prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association (including attorney's fees incurred by the Association), with the cost being secured by a lien for Charges.
 - (c) Water Shut-Off.** Unit Owners are required to shut off all water valves and water heaters when the Unit will be unoccupied for a period of more than five (5) consecutive days, and failure to do so will create a presumption of negligence.
 - (d) Electricity.** Unit Owners are required to ensure that electricity, and if separately metered, water and sewer are always available to service the Unit. If a Unit Owner fails to maintain Utility Services to the Unit, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit and Limited Common Element and take all lawful actions to make the utilities available to service the Unit, in which event the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a lien for the Charges. Electricity circuits not used by the Unit's air conditioner

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and refrigerator should be turned-off when the Unit will be unoccupied for a period of more than five (5) consecutive days.

**ARTICLE VIII
ASSESSMENTS, CHARGES AND LIENS**

The Board of Directors shall adopt the budget and make and determine Assessments against the Unit Owners and the manner provided in the Bylaws and as further described herein.

- 8.1 Liability for Assessments and Charges.** A Unit Owner, regardless of how he/she acquires title, including as a purchaser at a judicial sale, is liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 8.5 below, any person or entity acquiring title to a Unit is jointly and severally liable with his/her predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer and beyond if incurred by the Association to enforce this Owner obligation. Owners cannot avoid liability for Assessments and/or Charges by waiving the use or enjoyment of any Common Elements(s) or by abandoning the Unit for which the Assessments or Charges are made.
- 8.2 Assessments.** Unit Owners shall pay their share of the annual Common Expenses in advance and in installments due either monthly or quarterly as determined by the Board. All monthly or quarterly Association assessments will be paid by "automatic check deposit" to the Association checking account effective January 1, 2020. Such assessments are due on the first day of each such period and become delinquent if not paid ten (10) days thereafter. The Association may accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessment shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed. 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 installments on such assessments shall be due upon each installment payment date until changed by an amended assessment.
- 8.3 Defaults in Payment of Assessments for Common Expenses.** Assessments shall be due in quarterly payments on the first day of each quarter as established by the Board. Assessments and Charges, and installments thereof, not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. At the start of every year, the Board has the right to change the assessment payments term from quarterly to monthly, under prior written notification to all Unit Owners or Primary Occupants of record. If so done, assessments shall be due monthly on the first day of each month. The Board may accelerate unpaid Assessments in the manner prescribed by law. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice.

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(a) **Lien for Unpaid Assessments.** The Association has a lien on each Condominium Parcel (Unit) for any unpaid Assessments or Charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to, Community Association Management Firms, incurred by the Association incident to the collection of the Assessment or Charge or enforcement of the lien. The Association may not record a lien until it has provided notice of its intent to place a lien, as required by the Condominium Act. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) may be added to the amounts claimed due in the pre-lien notice and if not timely paid, are secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. Upon recording, the Association may bring an action in its name to foreclose a lien for Assessments or Charges in a manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien. The Association shall have the right to purchase a unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments, or to take title by deed in lieu of foreclosure.

8.4 Notice of Intention to File and/or Foreclose Lien. The Association shall provide all notices as required by the Condominium Act before filing and/or foreclosing a lien on a condominium unit.

8.5 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association has the following options when payments of Assessments or Charges are in default (more than fifteen (15) days in arrears). The Association may choose any of the below courses of action as the Board deems appropriate without the same constituting a waiver or election of remedies.

(a) The Association may, without order of the Court, require the Tenant (as a condition of the tenancy) to direct rental income (upon written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, interest, costs, collection expenses, attorney's fees, and receiver's fees, if applicable, are satisfied.

(b) The Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct.

8.6 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or Charges in relation to the first mortgagees who obtain title to a Unit because of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2011), as the same now exists or may be amended or renumbered from time to time.

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- 8.7 Possession of Unit.** Any person acquiring an interest in a Unit, except first mortgages through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, will not be permitted to occupy the Unit or use the Common Elements, or allow Primary Occupants, or Tenants, or Immediate Family Members, or Guests, or Occupants, or Invitees to occupy the Unit or use the Common Elements, until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid to the Association.
- 8.8 Certificate of Unpaid Assessments.** Upon written request, the Association must provide a Unit Owner with a certificate showing the number of unpaid Assessments and attorney's fees, costs, and expenses of collection with respect to his/her Unit. The Association, its agents, and counsel may charge a fee for preparing such information, in amounts established by the Board up to the maximum such amount permitted by law, or in a management agreement between the Association and a Community Association Management firm or based on reasonable and customary fees charged by legal counsel.
- 8.9 Lien for Charges.** This Declaration creates a common law and contractual lien to secure any service which the Association provides for a Unit Owner or expense it incurs about a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. By way of example but not limitation, the Association has a lien to secure repayment when it must remove or reinstall Unit Owner alteration; when it must maintain, repair, or replace its Common Elements; or when the Association must address emergency, such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs, and expenses of collection.
- 8.10 Application of Payments.** All payments on account shall be first applied to interest, then to costs and attorneys' fees, then to other charges, and then delinquent regular or special Assessments, regardless of any restrictive endorsement on or accompanying the payment. No payment by check is deemed received until the check has cleared.

**ARTICLE IX
ADMINISTRATION AND MANAGEMENT OF THE CONDOMINIUM**

The Association's Board of Directors and Officers shall administer and manage the Condominium as set forth in the Bylaws and in accordance with the Condominium Act. The Officers and Directors have all such powers, authority, and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents and in the Condominium Act. The number and term of directors shall be set forth in the bylaws, and directors shall be elected in accordance with the -bylaws and the Condominium Act. Directors shall be required to be members of the Association unless otherwise set forth in the bylaws.

- 9.1 Board Powers.** Without limiting the foregoing, the Association, through its Board of Directors, has the following rights and powers:

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- (a) Access.** The irrevocable right of access to each Unit during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of the Condominium Property, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a pass key or access pin code be posted for each Unit and may, if determined advisable by the Board, implement a master key system.
- (b) Assessments.** The power to adopt budgets and to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.
- (c) Delegation.** The power to enter contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non- payment thereof.
- (d) Rules.** The power to adopt and amend the Rules and Regulations covering the details of the operation of the Association and use of the Condominium Property, including all common elements, limited common elements, and the units.
- (e) Acquire, Sell, Lease and Mortgage Property.** The power to acquire or transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Unit Owners as needed to amend this Declaration. Unit Owner approval is not required to purchase (or mortgage) a Unit through foreclosure, deed in lieu of foreclosure, or in connection with the Association's right of first refusal.
- (f) Membership Agreements.** Unless otherwise prohibited by law, the power to enter into agreements to acquire leaseholds, memberships, and other possession or use interests in lands of facilities such as country clubs, golf course, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend this Declaration.
- (g) Fees for Use of Common Elements; Other Fees and Deposits.** Pursuant to Section 718.111(4), Florida Statutes (2011), as amended from time to time, the Board of Directors has the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use.
- (h) Lease of Association Property or Common Elements.** The power to lease Association Property or Common Elements, as determined by the Board of Directors, including but not limited to, the lease of the Building roof area, and other Common Elements for antennas or other telecommunications equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner

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having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to a written Lease agreement, or fees authorized by this Declaration of Condominium.

- (i) **Impose Fines.** The Board of Directors may impose fines per day of a violation up to the maximum amount permitted by law against Unit Owners. The fine for a particular violation may be in an amount up to \$5,000.00. Unit Owners are responsible for the actions of their Primary Occupants, or Tenants, or Immediate Family Members, or Guests, or Occupants, or Invitees and as such, they may be fined for the action or omission of their those of them tenants, guest and invitees who violate any provision of this Declaration, the Articles, Bylaws or Rules. The Board must comply with the fining process set forth in Section 718.303(3) of the Condominium Act as the same now exists or may be amended from time to time.
- (j) **Suspension of Use Rights for Non-compliance.** The Association may suspend the right of a Unit Owner, or a Unit owner's Primary Occupants, or Tenants, or Immediate Family Members, or Guests, or Occupants, or Invitees to use the common elements, common facilities, or any other Association property for failure to comply with any provision of the Association's governing documents or the Condominium Act, to the fullest extent permitted by law, and in accordance with any notice and/or hearing requirements required by the Act. The suspension ends upon full compliance or as otherwise determined by the Association.
- (k) **Suspension of Use Rights for Delinquency.** The Association may suspend the right of a Unit Owner, or a unit owner's Primary Occupants, or Tenants, or Immediate Family Members, or Guests, or Occupants, or Invitees, to use the common elements, common facilities, or any other Association property if the unit owner is more than ninety (90) days delinquent in paying any monetary obligation due to the Association. The suspension ends upon full payment of all obligations due or overdue to the Association unless otherwise provided by the Board. The suspension must be approved at a properly noticed Board meeting, and no notice or hearing shall be required unless otherwise required by law.
- (l) **Suspension of Voting Rights.** The Association may suspend the voting rights of a unit due to nonpayment of any monetary obligation due to the Association which is more than ninety (90) days delinquent. A voting interest allocated to a unit which has been suspended may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve any action by the members. The suspension ends upon full payment of all obligations due or overdue to the Association. The suspension must be approved at a properly noticed Board meeting, and no notice or hearing shall be required unless otherwise required by law.

9.2 Limitation upon Liability of Association. Notwithstanding the duty to insure, maintain, repair, or replace parts of the Condominium Property and Common Elements, the Association is not liable to Unit Owners (or any other person) for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition

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of the Condominium Property. Further, the Association is not liable for any such injury or damage caused by defects in design or workmanship, or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owner(s), regardless of whether same shall have been approved by the Association pursuant to the provisions hereof. Further, the Association is not the guarantor or insurer of any Unit Owner, or a Unit owner's Primary Occupants, or Tenants, or Immediate Family Members, or Guests, or Occupants, or Invitee's health, safety, welfare, or property. The Association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, State of Florida, Sarasota County, the City of Sarasota and/or any other jurisdiction or the prevention of tortuous or criminal activities.

- (a) **Application to Owners.** Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by the provisions in this Article IX and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision. As used in this section, "Association" shall include within it meaning all the Association's Directors, Officers, Committee Members, and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.
- (b) **Disclaimers, Waiver, and Release of Claims Regarding Mold.** Mold occurs naturally in almost all indoor environments. Mold spores may also enter a Condominium through open doorways, windows, or a variety of other sources. The Unit Owners acknowledge that the Condominium is in a hot, humid climate, which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present in the indoor air and/or on the interior surfaces of the Unit, including but not limited to, wall cavities, window, and/or on the exterior surfaces of the Unit or any part thereof. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold and/or mildew. The Board of Directors has the authority to adopt reasonable Rules and Regulations regarding maximum temperatures for Units and/or to require that the air conditioning to the Units be set at a certain temperature to control humidity and mold and/or mildew growth, and/or adopt other Rules and Regulations intended to prevent mold and/or mildew growth. The Association is not responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from, or caused by mold and/or mildew accumulation regardless of the cause of said mold or mildew.

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**ARTICLE X
INSURANCE**

Insurance requirements upon the Condominium Property, including the Units, Common Elements, and Association Property are as follows:

10.1 Authority to Purchase Insurance. The Association shall purchase all insurance policies for the benefit of the Association and the Unit Owners and their mortgages as their respective interests may appear.

10.2 Property Insurance.

(a) **Casualties.** Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty, flood and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Units' common element infrastructure, and the personal property of the Association, for the full replacement value thereof, including coverage for changes in building codes, and a less commercially reasonable deductible as determined by the Board. Provided, however, the Board, in its discretion, may exclude landscaping, exterior grounds improvements not customarily insured by condominium associations in the locality and foundation and excavation costs.

The Association must determine the full replacement cost of the Insurable Improvements through independent appraisal, at least every 36 months, so long as required by the Condominium Act. The Board shall establish the deductible annually, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductible, as required by the Act.

Notwithstanding the foregoing requirement, the Association through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonable available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2011), as the same now exists or may be amended or renumbered from time to time.

The Association shall hold the original insurance policy and, upon request, shall furnish mortgages with mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property policy issued to protect a condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or balcony electrical fixtures; appliances, water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the Unit boundaries and serve only one Unit. The Unit Owners are responsible to ensure all alterations, modifications, improvements, or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

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- (b) Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all the Common Elements and Association Property to ensure the Association and Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors has the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law or by way of their direct involvement in the event, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.
- (c) Worker's Compensation.** Such worker's compensation coverage as may be required by law or deemed advisable by the Board.
- (d) Other Insurance.** Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions or Officers and Directors Liability, Fidelity Bonds/Insurance in accordance with the Condominium Act, and Ordinance or Law insurance coverage and insurance for the benefit of its employees.

10.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible must be consistent with industry standards and prevailing practice for communities of similar size and age and having similar construction and facilities in the locale where the condominium property is situated.

10.4 Premiums. The Association shall pay premiums upon those insurance policies it purchases as a Common Expense, or if applicable, a Limited Common Expense.

10.5 Insurance Shares or Proceeds. Proceeds from the Association's Insurance policies that cover property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The Association shall receive such proceeds as are paid and hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

- (a) Common Elements: Proceeds on Account of Damage to Common Elements.** An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.
- (b) Unit; Proceeds on Account of Damage to Units Shall Be Held in the Following Undivided Shares.**

 - (i) When the Condominium Building will be restored:** For the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

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(ii) When the Condominium Building will not be restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit, other than those associated with basic television services if they are provided by the Association.

(iii) Common Elements and Units: When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the insurance proceeds shall be allocated first to repair damage to Common Elements, then to Limited Common Elements, and then to Units. It is presumed that when there are insurance proceeds received on account of a common casualty, but insufficient proceeds for casualty repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common casualty loss causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

(c) Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds.

10.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgages being payable jointly to them, or, at the option of the Board, may be deposited in the Association's reserve fund.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article XVI.

10.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each mortgagee or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

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10.8 Insurance by Unit Owners. Unit Owners are required to purchase and maintain adequate insurance coverage as described in this Article and as may be required under Florida law. Title insurance is optional and is the sole responsibility of the Unit Owner. Flood Insurance, in excess to the Association's coverage, is optional. Unit Owners are required to carry basic liability and property insurance.

- (a) General Liability.** Unit Owners are responsible for obtaining general liability coverage for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving a Unit owner's Primary Occupants, or Tenants, or Immediate Family Members, or Guests, or Occupants, or Invitees.
- (b) Property.** Unit Owners must also carry property insurance (commonly known as "HO-6" insurance, or similar product), in amounts sufficient to provide for the Unit Owner's having adequate insurance to rebuild the interior of the Condominium premises, and any other items the Owner is obligated to reconstruct after casualty, in the event of a casualty loss. Owners are also required to carry Loss Assessment coverage in such amounts as is provided by law and are encouraged to obtain such other coverage as their individual insurance agent may recommend providing full protection.

Every property insurance policy issued or renewed on or after January 1, 2010, must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same property. The Board may require that Unit Owners provide Certificates of Insurance, or other appropriate evidence of the Unit Owners carrying such insurance. The Board may, but shall not be obligated to, obtain insurance on behalf of individual Unit Owners, secured by a right of lien as provided in the Act.

**ARTICLE XI
RECONSTRUCTION AFTER CASUALTY**

If any part of the Condominium Property is damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

11.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Elements shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

11.2 The Building.

- (a) Lesser Damage.** If the damage renders 50% or less of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.
- (b) Major Damage.** If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless the owners vote to terminate the condominium as provided in the Condominium Act. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the

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casualty provided however that the Board of Directors shall have the authority to extend this period for decision making, not to exceed two (2) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

- (c) **Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or a substantial addition as described in Article VII and no vote of the Unit Owners shall be required. However, if the application of a governmental regulation or code requires that a building be elevated to or above the base flood elevation when it is reconstructed, the plans and specifications must be approved by seventy-five percent (75%) of the record owners. Such approvals must be obtained within three (3) years after the casualty, and if such approvals are not obtained, the Condominium shall be terminated in accordance with the procedures in Article XVI.
- (d) **Definition of "Uninhabitable".** For the purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the casualty through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with these items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

11.3 Responsibility. All reconstruction work after a casualty for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Administration. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done, and that the contractor is paid for the performance of said work. Unit Owners are responsible for reconstructing those items that the Unit Owners are required to insure.

All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 11.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this

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Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 7.8, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges.

- 11.4 Estimates of Costs.** After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall promptly obtain reliable and detailed estimates of the cost to rebuild and repair.
- 11.5 Assessments.** If the proceeds of insurance are not sufficient to defray the estimated or actual costs of reconstruction and repair by the Association (including shortfalls or no insurance proceeds occasioned by a deductible or uninsured casualty loss), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made as follows:
- (a) If the damage includes those parts of a Unit or Limited Common Element, or additions or upgrades thereto, that the Unit Owner is responsible to maintain, the Unit Owner shall be responsible for the expenses relating to the reconstruction and repair after casualty of said portion of the work. This is the case even if the damage was caused by the Association's removal, disassembly, or demolition of the condominium property if such action was connected to the Association's responsibility for reconstruction or to mitigate damage, notwithstanding any requirement to repair incidental damage found elsewhere in the Declaration.
 - (b) If the damage is to the Common Elements (including Limited Common Elements which the Association maintains, repairs, and replaces as a Common Expense), then all Unit Owners will be assessed for the damages as a Common Expense in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of Damage to Common Elements shall be in proportion to the Owner's share in the Common Expenses (not based on the method used to assess the TV service provided by the Association).
- 11.6 Termination of Condominium if not Reconstructed.** If the Owners vote not to reconstruct the condominium by the vote described in Article XI hereof, the condominium shall be terminated in accordance with the procedures set forth in Article XVI hereof.
- 11.7 Emergency Powers.** In addition to those powers granted by law and the Condominium Documents, the Board shall have the following additional powers and authority after a casualty:
- (a) To determine whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 11.2. Such decision shall be based upon the advice of emergency management officials or a license professional.
 - (b) To declare any portion of the Condominium Property or Association Property unavailable for occupation by Unit owners, Primary Occupants, or Tenants, or Immediate Family Members, or

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Guests, or Occupants, or Invitees after a casualty, including during the rebuilding process. Such decision shall be based upon advice of emergency management officials or a licensed professional (such as an engineer) and can be made if necessary, to protect the health, safety, or welfare of the Association, Owners, Primary Occupants, Tenants, Immediate Family Members, Guests, or Invitees. Family members, tenants, or Guests.

- (c) To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit. The Board may dispose of damaged property or store such property onsite or at an offsite location and the Unit Owner shall be responsible for reimbursing the Association for removal or replacement of items for which the Owner is responsible, but which may be necessary to prevent further damage. The Association shall bear no liability or expense for such action, if taken in good faith.
- (d) To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible, but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payments shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorney's fees, and other costs and expenses of collection.
- (e) To implement a disaster plan prior to, during or after impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.
- (f) To adopt, by Board action, emergency assessments with such notice deemed practical by the Board.
- (g) To adopt Emergency Rules and Regulations governing the use and occupancy of the Units, common elements, limited common elements, and the Association property, with notice given only to those Directors with whom it is practical to communicate.
- (h) To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.
- (i) To exercise all emergency powers set forth in the Act.

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**ARTICLE XII
OCCUPANCY AND USE RESTRICTIONS**

All Unit owners, Primary Occupants, Tenants, Immediate Family Members, Guests, or Occupants, or Invitees must use the Units, Common Elements and Condominium Property in accordance with the following use restrictions and reservations:

12.1 Occupancy of Units: Single Family Residence. A Condominium Unit shall be used and permanently occupied only as a Single-Family residence. Maximum occupancy in a one- bedroom unit or efficiency shall be no more than two (2) individuals. Maximum occupancy in a two- bedroom unit or suite shall be no more than four (4) individuals.

For purposes of these Condominium Documents, "permanently occupy means to stay in the Unit for more than thirty (30) days during a calendar year.

- (a) No Unit may be divided or subdivided into a small Unit nor any portion sold or otherwise transferred. If combined, assessment remains as separate units.
- (b) No person, other than the Unit Owner or his Immediate Family Members (which means the owner's spouse, domestic partner, children and the spouse or domestic partner's children), may permanently occupy a Unit unless said person's occupancy has been specifically approved by the Board of Directors. In considering such requests, the Board may consider factors set forth in Article XV hereof, and may charge a reasonable fee, up to the highest amount permitted by law, for review of occupancy requests and performance of reasonable background checks as determined by the Board. Visitation and occupancy by Guests shall be governed by this Declaration and by Rules and Regulations adopted by the Board. The Board's authority to regulate occupancy by Guests includes, but is not limited to, the ability to require notification in advance, advance registration of Guests, limitations on the number of days a guest may occupy a unit while the Owner, Primary Occupant, Tenant, or Immediate Family Member, is not simultaneously residing in the unit, and any other regulation deemed reasonably necessary by the Board.
- (c) Units may not be used for commercial or business purposes. However, Unit Owner, Primary Occupant, Tenant, or Immediate Family Member may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium.

12.2 Nuisance. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of the residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances. The Condominium Property shall not be used for any immoral, improper, or unlawful purpose. Unit Owners, Primary Occupants, Tenants, Immediate Family Members, Guests, Occupants, or Invitees may not engage in any conduct that:

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- (a) creates a public or private nuisance
- (b) unreasonably interferes with the quiet possession or enjoyment of the Condominium Property
- (c) becomes a source of annoyance to the condominium residents
- (d) increases insurance rates.

12.3 Pets.

- (a) The Board may promulgate Rules and Regulations to further describe how pets may be maintained, the types of breeds that will not be permitted to reside or to have access to the property, and weight or other limitations.
- (b) Unit Owners may maintain either one (1) dog or one (1) cat, weighing no more than 30 lbs., as determined by eventual mature adult size of the animal.
- (c) Pet Vaccination: All pets must have current vaccinations and be as clean as reasonable.
- (d) Pet Liability Insurance Coverage: The pet owner and, if different, the Unit Owner where the pet resides at GST must have current liability insurance coverage, that includes coverage of the specific pet type and breed.
- (e) Liability Responsibility: The liability for any damage, injury or harm caused by the pet is exclusively that of the Unit Owner, Primary Occupant, and as also as applicable Unit Tenant who either owns or allows a pet to enter GST. Including that of any liability claims made of the Association by affected parties and associated legal fees and administrative costs the Association may incur related to an incident involving the pet.
- (f) Evidence of Vaccination & Liability Insurance: The Unit Owner and pet owner will present to the Association Manager official evidence that demonstrates of the pet's vaccination status and expiration date. The Unit Owner and pet owner also must present official evidence on an annual basis that demonstrates the pet liability coverage and expiration date. At all times, both must be current.
- (g) Transit Through Allowable Common Unit Access Areas: All pets must be maintained on a leash when traveling through the most direct common area ingress and egress route between the Unit where the pet resides and one of the GST main entrances, both located on the first floor. This includes use of the elevators. Pets are not allowed in any other Association common areas. Use of Elevators: If someone is in an elevator or is waiting to take it and is not comfortable sharing the elevator with the pet, the pet handler and pet must wait for another elevator that is either unoccupied or is occupied by someone who accepts to share it with the pet and pet handler.
- (h) Health Care: For health reasons, whoever is handling the pet must immediately clean up all pet waste deposited upon the Association Common Elements or Condominium Property, or in the Unit itself. The pet handler or owner must immediately sanitize the area or element affected by the waste. The pet waste must be placed in appropriate plastic pet waste bags and then

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disposed of in a trash dumpster - never in one of the other trash containers located in common areas of the Association.

- (i) Nuisance: The pets may not cause a nuisance or harm to any other GST Resident, Association Staff, Guest, or Invitee.

12.4 Signs. Unit Owners may not display any sign upon or within the Condominium Unit or the Common Elements (including "For Sale", "For Lease" and "Open House" signs) without the prior written approval of the Board of Directors.

12.5 External Alterations. No Unit Owner may alter, add to, or improve a Unit or the Common Elements without prior written consent of the Board of Directors.

12.6 Parking. Rules and Regulations of parking in the Building's garage areas and assignments therein shall be at the discretion of the Board of Directors. Parking spaces are assigned to Owners, Primary Occupants, or Tenants, and not to units; therefore, parking space may not be conveyed upon resale. The assigned parking space may be changed as determined by the Board of Directors. Unit Owners, Primary Occupants, or Tenants must park their vehicle in an assigned parking space or designated parking area or park outside the Association's common elements.

Upon availability and at the discretion of the Board, one parking space may be assigned by the Board. For purposes of this provision:

- (a) "Truck" means any vehicle manufactured, designed, marketed, or used primarily for transporting goods other than the transport of passengers. A "truck" is not a passenger pick-up truck and does not mean or include passenger bodies.
- (b) "Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business; or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use.
- (c) Owners, Primary Occupants, or Tenants shall not be assigned two parking spaces. Residents may not park or maintain any truck or commercial vehicle upon the Condominium Property and Common Elements except for the Temporary delivery of goods and services and for repairs to the Common Elements and Units.
- (d) Boats, trailers, jet-skis, personal watercraft, all-terrain vehicles, buses, campers, motor homes, recreational vehicles, or anything other than passenger vehicles shall not be permitted on the Property. Non-commercial passenger vehicles designed primarily for the purpose of transporting the driver and passengers (which shall include SUVs, passenger vans and mini-vans, and non-commercial pickup trucks).
- (e) All vehicles must adequately fit into designated parking spaces and shall not be parked in a manner that creates a safety hazard, interferes with other vehicles' sight lines, or impedes pedestrian or vehicular traffic. Owners may not perform maintenance on any vehicle that has the potential for damaging the condominium property, or vehicles parked nearby, such as

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changing oil or other fluids, or engine, brake, or body repairs. Owners may only perform routine minor repairs and maintenance and cleaning, in the sole discretion of the Board. The Board shall have the authority to adopt additional Rules and Regulations regarding parking and performing cleaning, maintenance, or repairs within the community. Further, no vehicle may be parked on the Condominium Property which is inoperable, or which is not licensed for use on the highway, or which is unsightly or a nuisance in the opinion of the Board of Directors.

- 12.7 Additional Restrictions.** Additional restrictions governing the use of Units, Common Elements and Condominium Property are also contained elsewhere in the Condominium Documents and within Rules and Regulations as may be adopted by the Board from time to time.

**ARTICLE XIII
LEASING**

- 13.1 Process.** The lease of a Unit is defined as occupancy of the unit by any person other than the Unit Owner, Primary Occupant, or his Immediate Family Members, whether pursuant to a verbal or written agreement, where said occupancy exceeds thirty (30) days in any calendar year. The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "Tenant" and "Lessee" shall likewise be used interchangeably.

A Unit Owner who wishes to lease his Unit must first apply to the Board of Directors for approval. Such written application must include a copy of the proposed lease and the name of the proposed Lessee(s), Spouse or Domestic Partner, and Immediate Family Members (henceforth Lessee or Tenant) as well as all other proposed Occupants and any other information that the Board may reasonably require. The Board may charge an application fee in connection with the approval of a lease in an amount determined by the Board, but not to exceed the maximum amount permitted by law. Any person(s) occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice, and all required information and fees within which to approve or disapprove of the proposed lease or proposed Lessees or Occupants. The Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented, and no transient tenants may be accommodated. Subleasing is prohibited. The Board of Directors may adopt Rules pertinent to the rental policy. The Board shall have the authority to adopt procedures for a first-come, first-served Rentals Waiting List for rental applications, if more than fourteen owners wish to rent their units. Tenants may be required to provide proof of renter's insurance.

A unit shall not be leased for less than three (3) consecutive months. A unit shall not be leased for more than twelve (12) consecutive months. Only one (1) unit lease is allowed per calendar year. A lease shall be counted in the calendar year in which the lease commences. Should a tenant move out before the rental term is completed, the unit cannot be leased again during that calendar year. A unit shall not be subleased or assigned. There shall be a maximum of fourteen (14) rentals permitted at any one time in the condominium. Thereafter, a unit owner requesting to rent his unit shall be placed on a rental waiting list, first come, first served. The order of first come first serve shall be as follows: leases

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with terms of 1 year shall be given first priority; leases with terms of 6 months to 11 months and 29 days shall be given second priority; leases with terms of 3 months to 5 months 29 days shall be given third priority. If a lease is a renewal with the same lease term and same renter(s), then the lease is automatically approved.

No unit shall be leased unless the Board or its designee shall first approve the tenant and lease tenants in writing. The Board shall have the right to interview all proposed tenants and occupants. If the Board disapproves a lease, the lease shall not be made. The Board may promulgate lease application and other forms and require their use. If a unit owner is more than thirty (30) days delinquent in payment of his unit's annual or special assessments, the Board may disapprove all lease applications until the owner's account is brought current. If a unit owner becomes delinquent in payment of his assessments during the lease on the owner's unit, the Association may demand and require the renter make rent payments directly to the Association until the owner's account is brought current. In such case, the rental payments shall be treated as partial payments by the owner and applied to the owner's assessment account as provided in Section 718.116(3), Florida Statutes. Once the owner's account is brought current, any remaining rental payments shall be forwarded to the unit owner. Prior to the acceptance of a renter and with the deposit of the unit owner's security deposit, the unit owner shall sign a rental assignment form prepared by the Association by which the renter agrees to submit his rent directly to the Association upon written notification by the Association that the owner's assessments are delinquent.

A unit owner must pay the Association a non-refundable \$100 application fee for each prospective tenant being considered by the Board. A husband/wife or parent/dependent/child shall be considered one applicant. If the lease is a renewal of a lease with the same previously approved tenant, no application fee shall be charged. The unit owner shall also pay to the Association a refundable security deposit in an amount of \$500- or one-month's rent, whichever is less, to protect the common elements and Association property from damage. The refundable security deposit will be held by the Association in a non-interest-bearing escrow account; therefore, unit owners will not receive any interest on the security deposit. The application fee shall be paid to the Association prior to the interview and the security deposit shall be paid to the Association prior to any occupancy of the unit by the tenant.

The unit owner has the obligation to promptly terminate a lease if the Board notifies the unit owner that the tenant is not complying with the requirements of the condominium documents and the Association's rules and regulations. The unit owner and tenant shall be jointly and severally responsible for reimbursing the Association its reasonable attorney's fees and costs so incurred.

By leasing their units, unit owners shall not have the right to use the amenities, common elements, or the parking garage during the term of the lease, except as a guest of another unit owner. Furniture may be moved in or out of the building only Monday through Friday, 8:30 AM to 4:30 PM. Maximum occupancy in a one-bedroom unit shall be no more than two (2) renters. Maximum occupancy in a two-bedroom unit shall be no more than four (4) renters. This restriction shall apply to all units.

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- 13.2 Two-Year Waiting Period for Ability to Lease.** Notwithstanding any provision to the contrary, an owner purchasing a unit after the effective date of this amendment shall be prohibited from leasing the unit until two (2) years after obtaining title to the unit. This restriction applies to all owners taking title pursuant to a mortgage foreclosure sale or through deed in lieu of foreclosure, through tax deed, or through any other voluntary or involuntary transfer, except as may otherwise be specifically exempted herein. This two-year waiting period shall not apply to any unit obtained by the Association through lien foreclosure or through deed in lieu of foreclosure, or to units inherited by family members of a deceased owner.
- 13.3 Board Right of Approval.** The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. The Board has the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Occupants of a Unit, as a condition for approval.
- 13.4 Tenant Conduct; Remedies.** All leases shall provide or be deemed to provide that the Tenants have agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease or addendum and the other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida Law. If a Tenant, or other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests, and Invitees and shall be subject to all remedies set forth in the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible.
- If the Unit Owner or Primary Occupant fails to bring the conduct of the Tenant (Immediate Family Members, or other Occupants, Guests, or Invitees) into compliance with the Condominium Documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the other noncompliance of other Occupants, Guests, or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a lien for the Charges.
- 13.5 Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Unit Owner place a refundable security deposit in an amount not to exceed the equivalent of one month's rent (or such other amount as may be permitted by law) into a non-interest-bearing escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment

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of interest claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2011) as amended from time to time.

- 13.6 Approval Process; Automatic Disapproval.** Any Unit Owner intending to lease his Unit shall submit an executed copy of the proposed lease, an application, and any other requested information and/or required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Board shall approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Occupant interview (if required), by sending written notification to the Unit Owner within such time frame.

Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Board may reject a proposed lease in accordance with standards and policies adopted by the Board, which may include, but not be limited to, the following:

- (a) The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;
- (b) The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, spouse or domestic partner, Immediate Family Members, as well as all other proposed Occupants indicate that the persons seeking approval intends to conduct themselves in a manner inconsistent with the Condominium Documents.
- (c) The persons seeking approval have a history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in other housing facilities or associations, or by their conduct in this Condominium as a Tenant, Occupant, or Guest;
- (d) The Unit Owner or persons seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.
- (e) All Assessments, fines, and other Charges against the Unit and/or Unit Owner have not been paid in full.

- 13.7 Liability.** The Liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

- 13.8 Association Fee.** The Unit Owner or Lessee seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be up to the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

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ARTICLE XIV

MAINTENANCE OF COMMUNITY INTERESTS; TRANSFERS OF UNITS

In recognition of the proximity of the Units and the mutual utilization and sharing of the Common Elements, it shall be necessary for the Board, or its duly authorized officers, agent, or committee, to approve in advance and in writing all sales, transfers by gift, devise, inheritance or otherwise; leases or occupation of a Unit before such sale, transfer, lease, or occupation shall be valid and effective. To maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use, occupancy, and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

14.1 Forms of Ownership:

- (a) **Ownership by Individuals.** A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided within the documents.
- (b) **Co-Ownership.** Co-ownership of Units may be permitted. If the co-owners are other than husband and wife or Domestic Partners, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. The Primary Occupant shall be the person who is entitled to vote on behalf of the Unit, and exercise rights of membership. All co-owners shall be liable for all Assessments and Charges against the Unit. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in Primary Occupant will be approved in any calendar year. No time share estates may be created. "Unit Sharing" by multiple, unrelated families and "Fractional Ownership" are prohibited. Where families are related but do not conform to the definition of Immediate Family Members, as defined in the Association Documents, the limitation on the length of occupancy per Guest or Occupant, as defined in the Association Documents, is applicable.
- (c) **Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities.** A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity, which is not a natural person, if approved in the manner provided herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term of transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, or corporation, limited liability company, or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." The use of the unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. Only the Primary Occupant's Spouse or Domestic Partner and their Immediate Family Members, registered with the Association, have unlimited occupancy time in the Unit. The Primary Occupant shall be the person entitled to vote on

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behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in designation of a Primary Occupant will be approved in any twelve (12) month period.

- (d) **Life Estate.** A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent, or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.
- (e) **Limitation.** No member may have an ownership interest in more than two (2) units at the same time.

14.2 Transfers Subject to Approval.

- (a) **Sale or Other Transfer.** No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board of Directors.
- (b) **Gift.** If any Unit Owner shall acquire his title by gift, ownership and occupancy of his Unit shall be subject to the prior approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.
- (c) **Devise or Inheritance.** If any person shall acquire his title by devise, inheritance, through other succession laws, the continuance of his ownership and occupancy of his Unit shall be subject to the approval of the Board of Directors.
- (d) **Other Transfers.** If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.
- (e) **Occupancy.** Except as may otherwise be limited herein, the Board shall have the authority to require the prior written approval of all occupants of a unit in accordance with rules, regulations, policies, and procedures adopted by the Board.

14.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

- (a) **Notices to Board of Directors.**

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(i) Sale or Other Transfer. A Unit Owner intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board of Directors notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal review with the purchaser(s) and all proposed Unit Occupants.

(ii) Devise or Inheritance. A Unit Owner who has obtained his title by devise or inheritance, or operation of succession laws, shall give to the Board of Directors notice of acquiring his title, together with such information concerning Unit Owner as the Board of Directors may reasonably require (including that set forth in herein), and a certified copy of the instrument evidencing the Owner's title.

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

(c) Certificate of Approval.

(i) Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction. Board of Directors shall have the right of first refusal to purchase the unit on the same terms presented in the bona fide contract.

(ii) Devise or Inheritance. If the Unit Owner giving notice has acquired his title by devise, inheritance, or through succession of law, then within thirty (30) days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

(iii) Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, some other entity, or more than one individual who are not husband and wife or domestic partner, the approval of ownership by the corporation, partnership, trust, other entity, or multiple persons shall be conditioned upon the approval of a Primary Occupant.

14.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer or continuance of ownership of a Unit for any lawful reason, the Association shall have no obligation to provide an alternative purchaser or transferee.

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14.5 Disapproval for Good Cause. Approval of the Association for title transfers or continuation of ownership shall be withheld only if a majority of the whole Board so votes. The Association shall have no obligation to furnish an alternate purchaser or itself purchase the Unit if the transfer is disapproved for good cause. The following are deemed to constitute good cause for disapproval in accordance with standards and policies adopted by the Board, which may include, but not be limited to, the following:

- (a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.
- (b) The person seeking approval has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or a sexual offense of any nature.
- (c) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts.
- (d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a Tenant, Occupant or Guest.
- (e) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- (f) The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,
- (g) All Assessments and other Charges against the Unit have not been paid in full.
- (h) If the Board disapproves a prospective transfer or continuance of ownership on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

14.6 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Unit owner with respect to the condominium parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

14.7 Judicial Sales. This Article XIV shall not apply to transfers to a foreclosing first mortgage, or any other person or entity who obtains title through foreclosure of a judgment lien superior to the Association's lien. However, such parties must comply with Article XIV in their transfer to third parties and with all applicable Occupancy requirements and limitations of the Association, as defined in its Documents.

14.8 Unauthorized Transactions. Any sale, lease, mortgage, or other transfer of ownership or possession

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not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE XIV

MAINTENANCE OF COMMUNITY INTERESTS; TRANSFERS OF UNITS

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

- 15.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests,
- 15.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist in understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."
- 15.3 Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.
- 15.4 Adoption of Amendments.** An amendment to this Declaration is adopted upon the approval of a majority of the entire eligible voting interests at a duly noticed meeting at which a quorum is present, or without a meeting by the written agreement and consent of a majority of the entire membership. Amendments correcting errors, omissions or a scrivener's errors may be executed by the Officers, upon Board approval, without a membership vote. Owners who have had their right to vote suspended due to nonpayment of any monetary obligation due to the Association shall not be counted toward the number of voting interests necessary to amend the Declaration.
- 15.5 Effective Date.** Amendments become effective upon recordation in the Sarasota County Public Records.
- 15.6 Automatic Amendment.** Whenever Chapter 718, Florida Statutes (2011) Chapter 617, Florida Statutes (2011) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board of Directors without a vote of the Owners, may adopt by a majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2011), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.
- 15.7 Proviso.** No Amendment may change the configuration or size of any Unit or the share in the Common Elements appurtenant to it or increase the Owner's proportionate share of the Common

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Expenses, unless 100% of the entire membership so agrees and all mortgages of record also agree.

**ARTICLE XVI
TERMINATION**

16.1 The Condominium may be terminated under any one of the following alternatives:

- (a) **Termination Because of Economic Waste of Impossibility.** Notwithstanding anything to the contrary in this Declaration, the Condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:
- (i) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or
 - (ii) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.
 - (iii) It is the intent of this provision to incorporate Section 718.117(2), Florida Statutes (2011), as amended from time to time.
- (b) **Optional Termination.** Except as provided above, the Condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3), Florida Statutes (2011), as amended from time to time.
- (c) **Very Substantial Damage.** If the Condominium suffers major damage as defined in Article XI, which shall mean that more than one-half of the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.
- (d) **Loss of One or More Units.** The Condominium shall be terminated in the event there is lesser damage or major damage, and the application of applicable governmental regulations prevents the reconstruction of the Condominium with the same number of Units. The termination of the Condominium under this section (d) shall be evidenced by a Certificate of Termination executed by the President or Vice President of the Association with the formalities of a deed certifying to the facts requiring the automatic termination, in which event the procedures for termination and sale set forth in 16.2 hereof shall apply without necessity of obtaining Unit Owner or mortgage approval.
- (e) **Creation of Another Condominium; Partial Termination.** The termination or partial termination of a condominium does not bar the filing of a new declaration of condominium in

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accordance with the Condominium Act.

- 16.2 Mortgage Lienholders.** Notwithstanding any provision to the contrary in this Declaration or Chapter 718, approval of a plan of termination by the holder of a recorded mortgage lien affecting a condominium parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the condominium parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16), Florida Statutes (2011), as amended from time to time.
- 16.3 Procedures for Termination and Sale.** The termination of the Condominium via either of the methods set forth in this Article XVI shall be as set forth in Section 718.117(4)-(20), Florida Statutes (2011), as amended from time to time.
- 16.4 Amendment.** This Article XVI may be amended in the same manner in which this Declaration of Condominium may be amended generally, as set forth in Article XV.
- 16.5 Last Board.** The members of the last Board of Directors shall continue to have the powers granted in this Declaration, including without limitation the power to enter a contract for the sale of the former Condominium Property and Association property, for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination. The provisions of this article shall be deemed covenants running with the land and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

**ARTICLE XVII
CONDEMNATION**

- 17.1 Awards.** The taking of all or any part of the Condominium Property by the condemnation or eminent domain shall be deemed to be a casualty to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against and sums payable to that Owner.
- 17.2 Determination Whether to Continue Condominium.** Whether the condominium will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Article XI thereof.
- 17.3 Distribution of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.
- 17.4 Association as Agent.** The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of

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realizing just compensation for the taking.

- 17.5 Units Reduced but Habitable.** If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be affected in the Condominium.
- (a) Restoration of Unit.** The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.
 - (b) Distribution of the Surplus.** The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.
 - (c) Adjustments of Shares in Common Elements.** If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be adjusted based on the remaining size of the unit and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.
- 17.6 Units Not Habitable.** If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be affected in the condominium:
- (a) Payment of Award.** The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).
 - (b) Additions to Common Elements.** If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors.
 - (c) Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all the Unit Owners who will continue as the Owners of any Unit after the changes in the condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes affected by the taking.
- 17.7 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors, the balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.
- 17.8 Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by the condemnation shall be evidenced by an

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amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

- 18.1 Duty to Comply: Right to Sue.** Each Unit Owner, Primary Occupant, Tenant, Spouse or Domestic Partner their Immediate Family Members, Tenants, Guests, Invitees and all other Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against (i) The Association; (ii) A Unit Owner; or (iii) Anyone who occupies a Unit as a Unit Owner, Primary Occupant, Tenant, Spouse or Domestic Partner their Immediate Family Members, Tenants, Guests, Invitee. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Tenant, Immediate Family Member, Guest, or Invitee all other Occupants. and other Unit Occupants. The Association shall enforce by legal means, the provisions of the Condominium Act, Declaration of Condominium, the Articles of Incorporation, the Bylaws and Rules and Regulations for the use of the property of the Condominium. Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by any act or omission, whether intentional or negligent, of an Owner, Primary Occupant, Tenant, Immediate Family Member, Guest or Invitee Spouse or Domestic Partner occupant. Violations as determined by the Board shall entitle the Association to recover damages or obtain injunctive relief or both, and any other remedy provided by law.
- 18.2 Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a Unit Owner, Primary Occupant, Spouse or Domestic Partner their Immediate Family Members, Tenant, Guest, Invitee, Unit Occupant or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for Charges, as provided in Article 8.8 hereof.
- 18.3 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.
- 18.4 Waiver of Application of Condominium Documents.** The Board of Directors has the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions,

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from insisting upon strict compliance with respect to all other Units, not shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

18.5 Notice of Lien of Suit.

- (a) Notice of Lien.** A Unit Owner shall give to the Association written notice of every lien upon his Unit other than for permitted first mortgages, taxes, and special assessments, within five (5) days after the Unit Owner receives actual notice of the attached thereof.
- (b) Notice of Suit.** A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, such notice to be given within five (5) days after the Unit Owner receives actual knowledge thereof.
- (c) Failure to Comply.** Failure of an Owner to comply with this Section will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

**ARTICLE XIX
MISCELLANEOUS PROVISIONS**

- 19.1 Covenants Running with the Land.** The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land.
- 19.2 Savings Clause.** If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.
- 19.3 Heirs, Successors and Assigns.** The Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.
- 19.4 Notices.** All notices shall be given as provided in the Bylaws.
- 19.5 Compliance with Fair Housing Laws.** There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises, or to comply with other legal requirements.
- 19.6 Conflicts.** In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to relegate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, the order of control shall be the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations.

**GULFSTREAM TOWERS ASSOCIATION, INC. A CONDOMINIUM
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

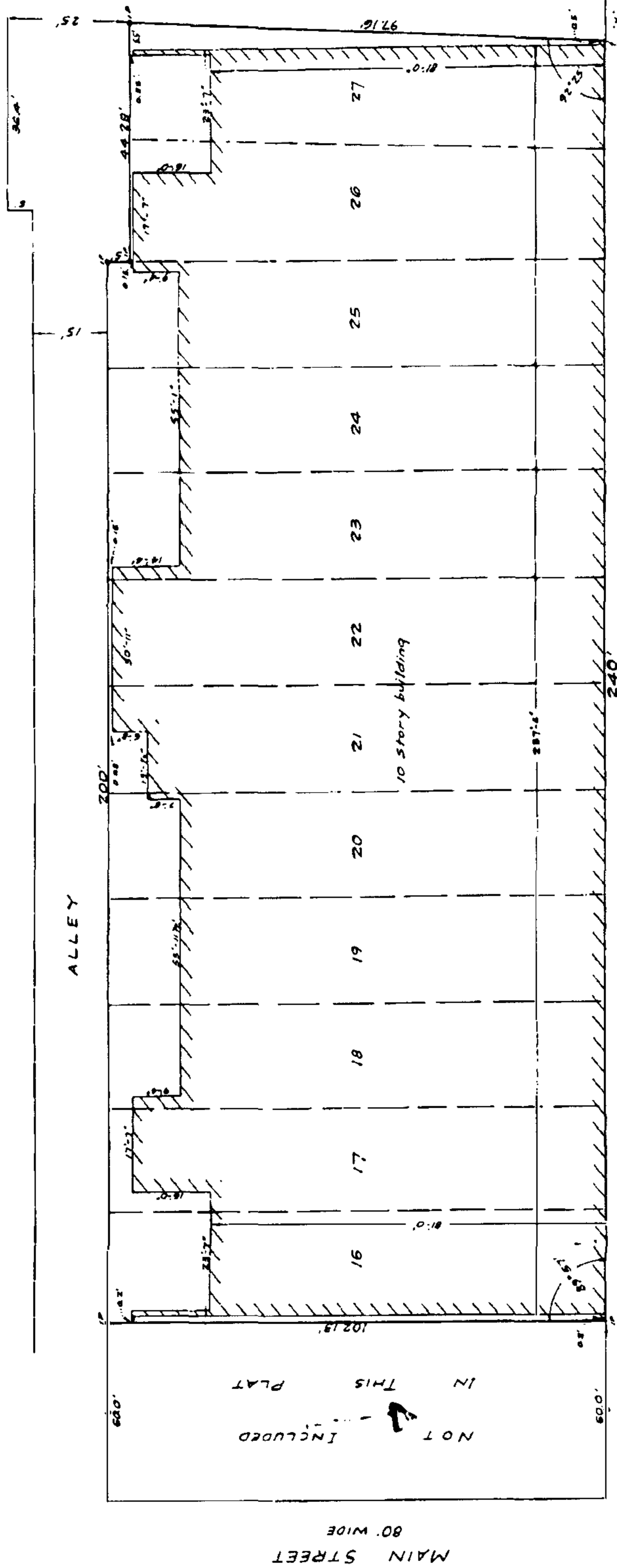
- 19.7 Interpretation.** The board of Directors shall be responsible for the interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation is valid.
- 19.8 Captions and Headings.** The headings and captions used in the Condominium Documents are solely for convenience's sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

EXHIBIT A

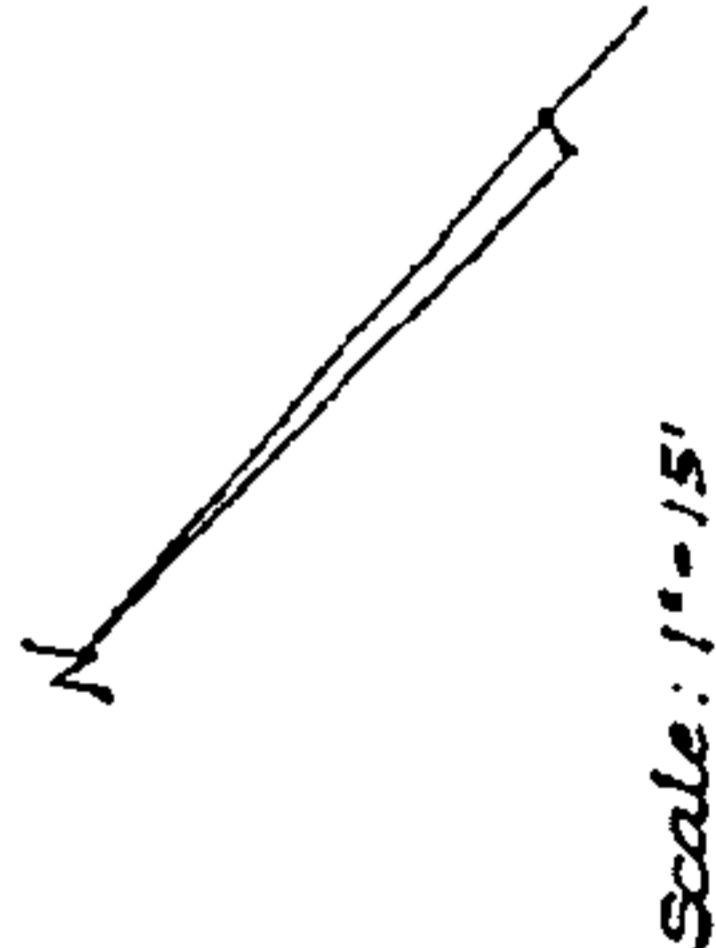
GULFSTREAM TOWERS
A CONDOMINIUM OF

Condominium Book 1
Page 13
SHEET 1 OF 5 SHEETS

Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, of a
Replat of Lots 2 and 4, Block 1-C, of Town of Sarasota,
recorded in Plat Book 2, Page 13 of Public Records of
Sarasota County, Florida, being in Section 19, Township
26 South, Range 18 East, City of Sarasota, County of
Sarasota, State of Florida.



GULF STREAM AVENUE



CERTIFICATE OF SURVEYOR

I, the undersigned registered professional land surveyor hereby certify that this plat is a true representation of the land described and shown hereon and is a correct representation of the improvements shown, and that it can be determined therefrom, the locations, identification, dimensions and sites of the common elements and of each unit contained therein, to the best of my knowledge and belief.

J. Lewis Cobia
J. LEWIS COBIA
Professional Land Surveyor
License No. 703

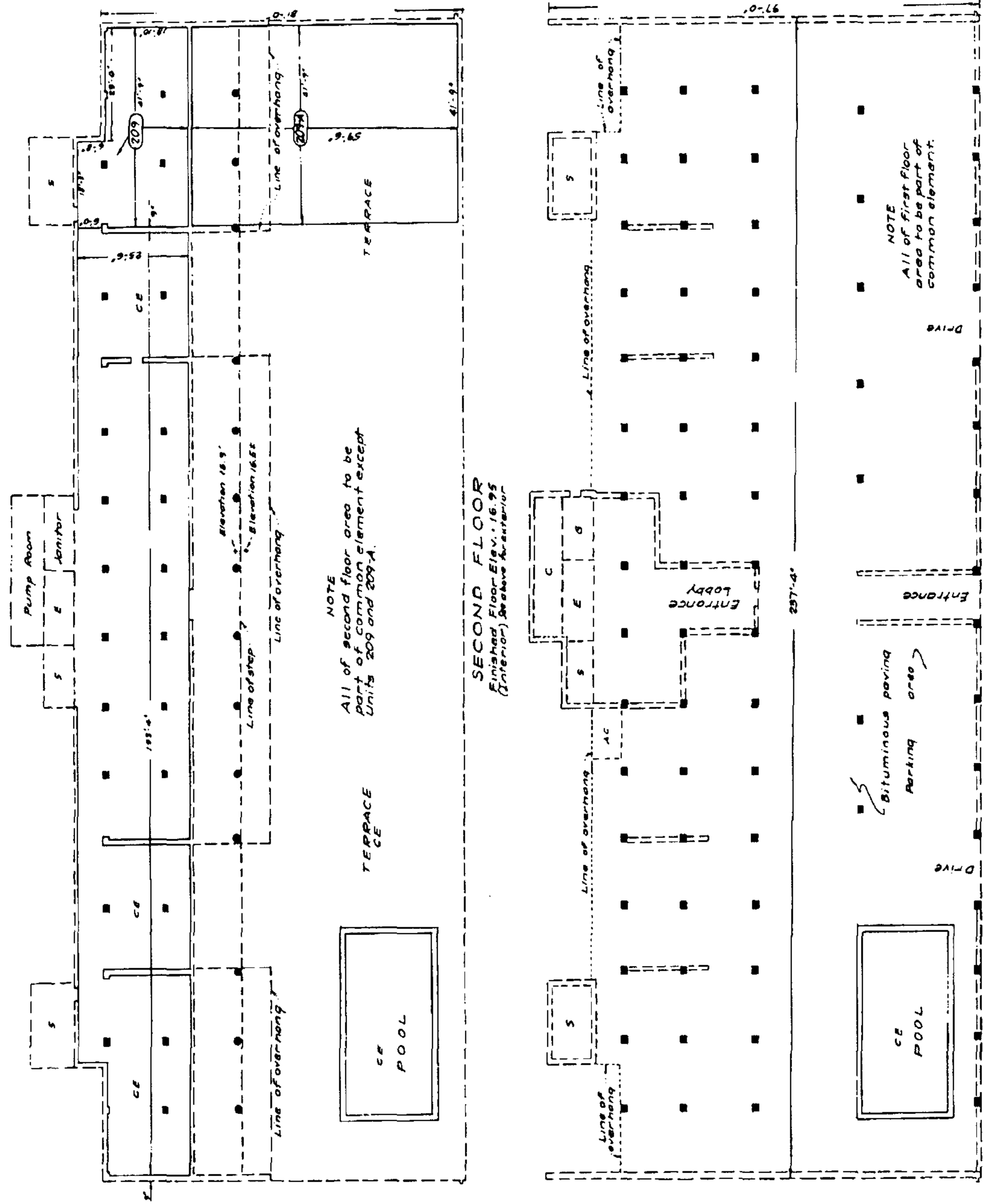
Date of Survey
October, 1984

GULFSTREAM TOWERS

Condominium Book
 Page 14
 SHEET 2 OF 6 SHTS

NOTE: For future construction, finished floor not to be below an elevation of 16.5 (level of existing terrace).
 Unit 204A (For future construction) finished floor not to be below an elevation of 16.5 (level of existing terrace).
 Unit 204 - Finished Floor Elev. = 16.95' Finished Ceiling Elev. = 26.18'
 Unit 209 - Units 209 & 209A
 Unit 209 - Finished Floor Elev. = 16.95' Finished Ceiling Elev. = 26.18'
 Unit 209A - Finished Floor Elev. = 16.95' Finished Ceiling Elev. = 26.18'
 of 21.19' (elevation of porch on Third floor).
 of Third floor - top of roof not to be above an elevation of 21.19' (elevation of porch on Third floor).

NOTE
 Additional common support columns - approximate size = 16" x 16"



NOTE
 All of second floor area to be part of common element except Units 209 and 209A.

NOTE
 E - Elevator
 G - Garage
 S - Stairs
 AC - Air conditioning equipment
 C - Electric equipment
 CE - Common Element

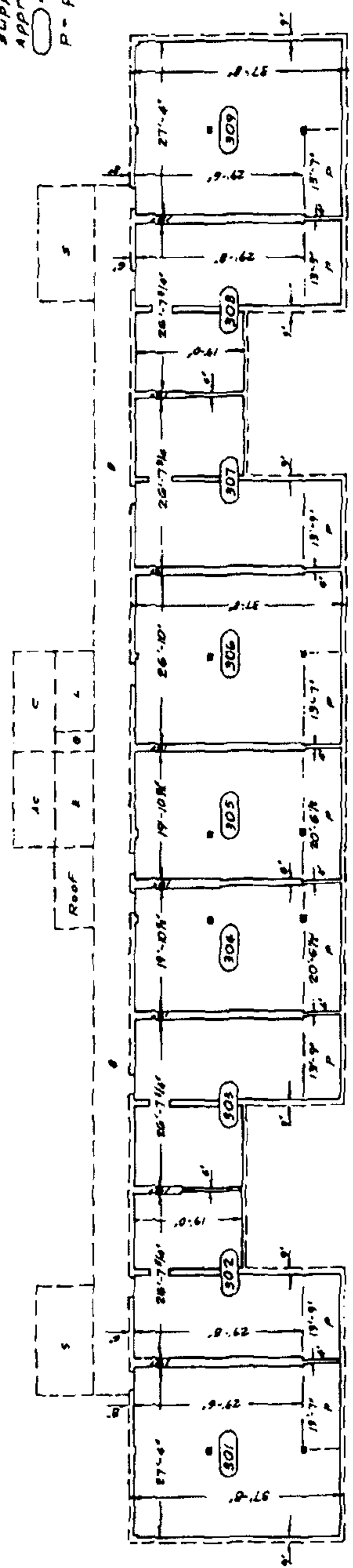
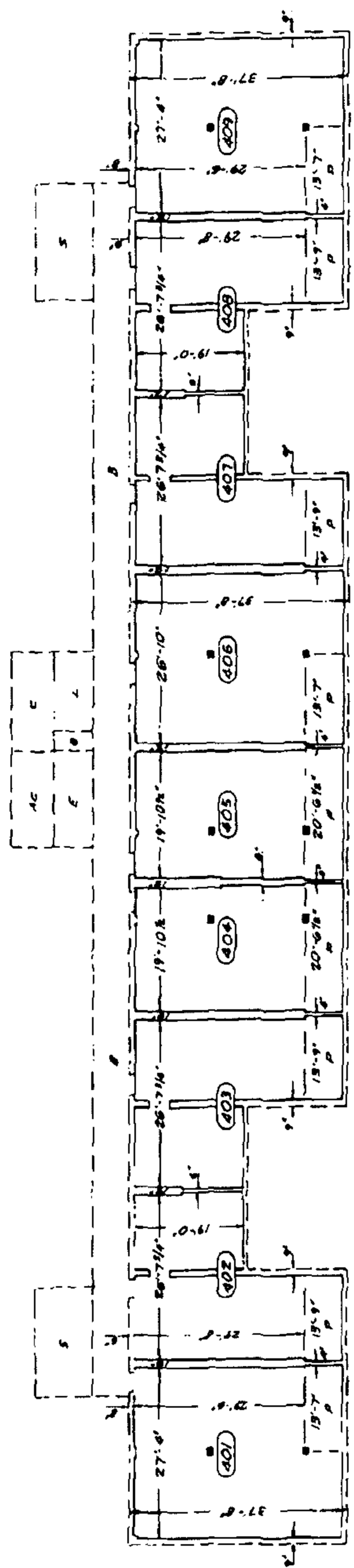
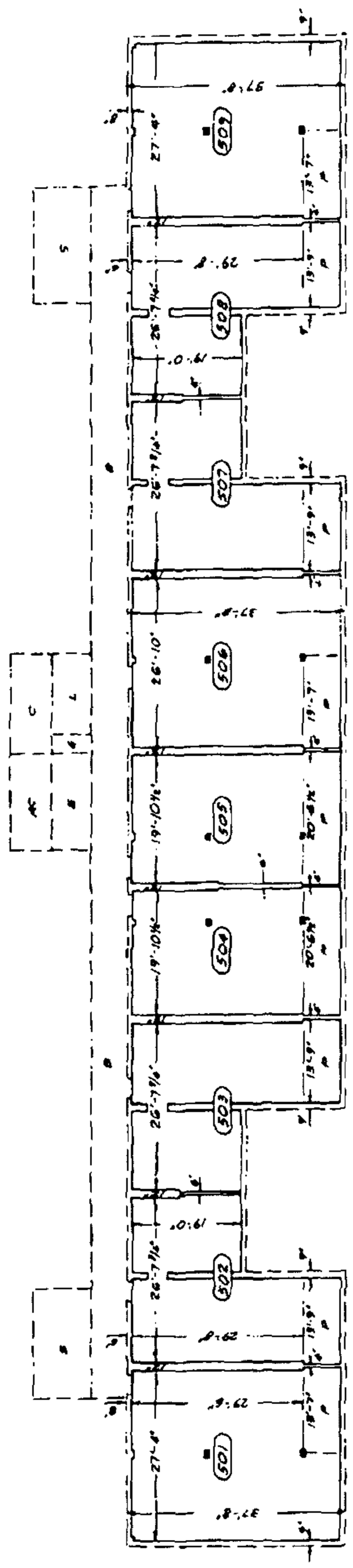
NOTE
 All of first floor area to be part of common element.

Scale: 1" = 15'

FIRST FLOOR
 Floor Elevation varies

J. LEWIS COBIA
 Professional Land Surveyor
 License No. 703

GULFSTREAM TOWERS



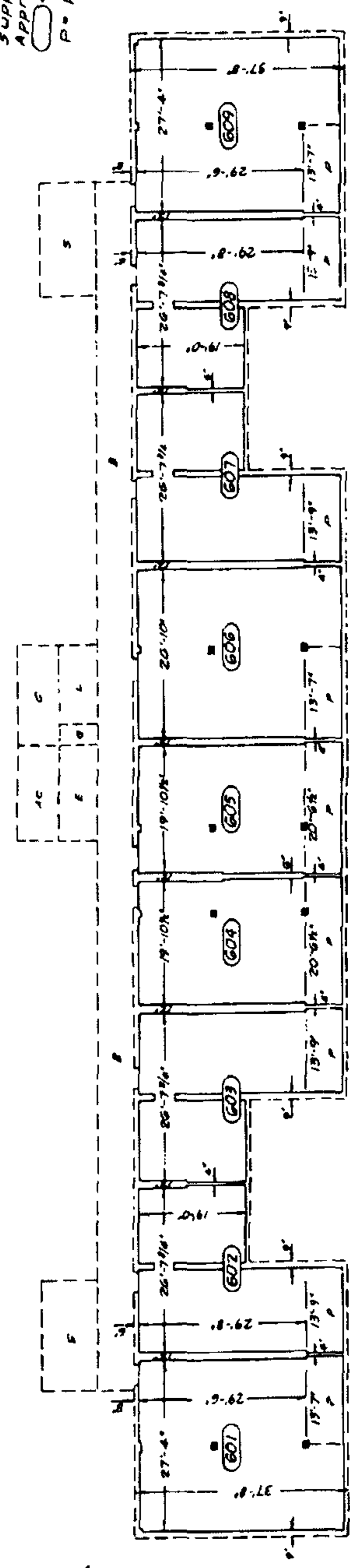
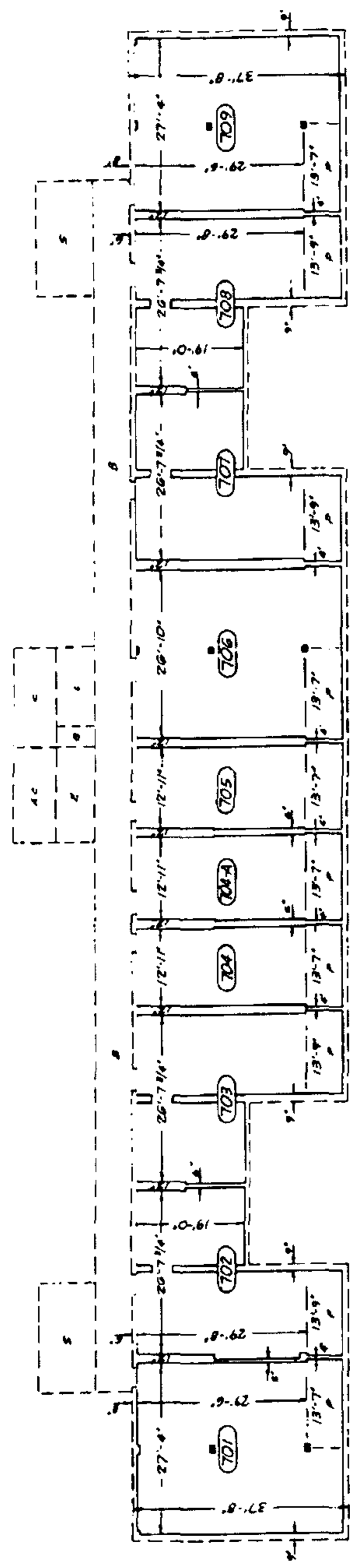
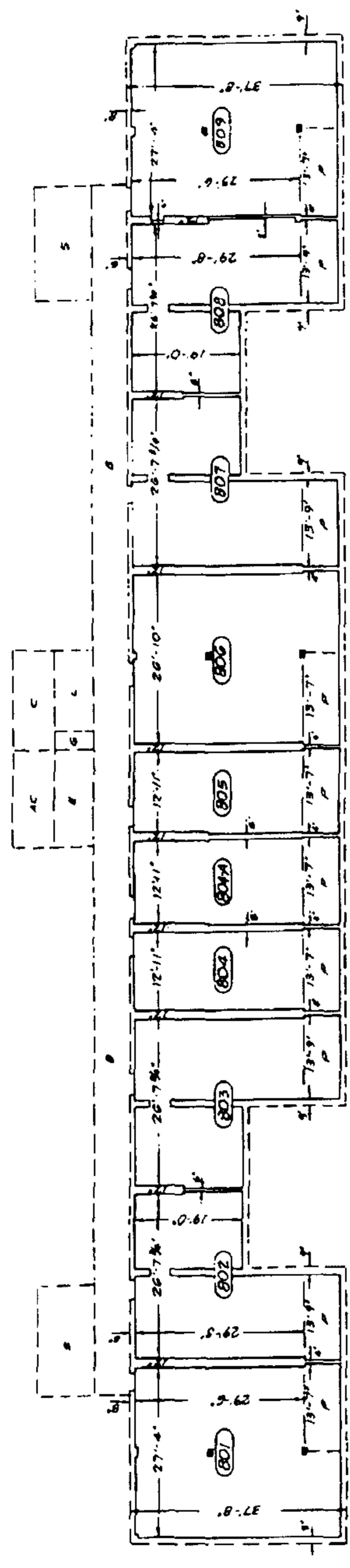
NOTE
 ■ - Additional common element - easement of support columns - Approximate size - 12' x 20'
 ○ - Unit number
 P - porch

NOTE
 AC - Air conditioning equipment
 C - Electric equipment
 E - Elevator
 G - Garage
 L - Laundry
 S - Stairs
 B - Balcony Element
 CE - Common Element

Scale: 1" = 15'

J. LEWIS COBIA
Professional Land Surveyor
License No. 703

GULFSTREAM TOWERS



NOTE

- AC - Air conditioning equipment
- C - Electric equipment
- E - Elevator
- G - Garbage
- L - Laundry
- S - Stairs
- B - Balcony
- CE - Common Element

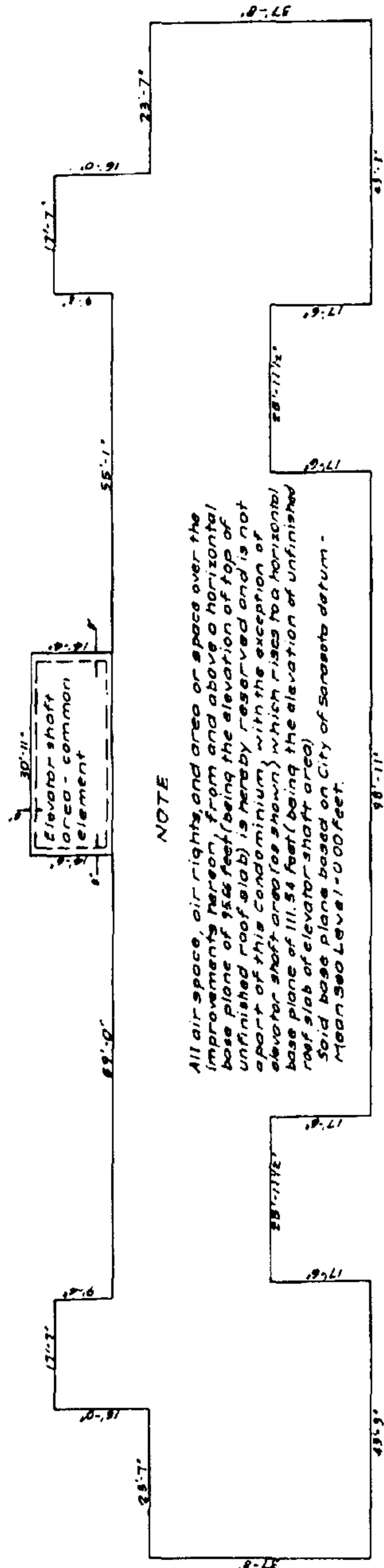
NOTE

- - Additional common element - easement of support columns - Approximate size - 12'x12'
- - Unit number
- P - Porch

Scale: 1" = 15'

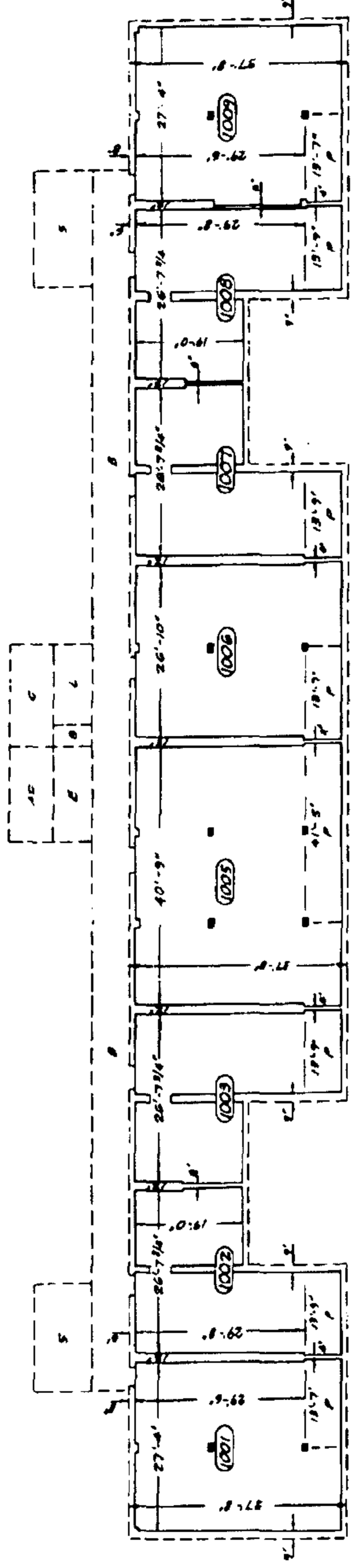
J. LEWIS COBIA
Professional Land Surveyor
License No. 703

GULFSTREAM TOWERS



ROOF PLAN

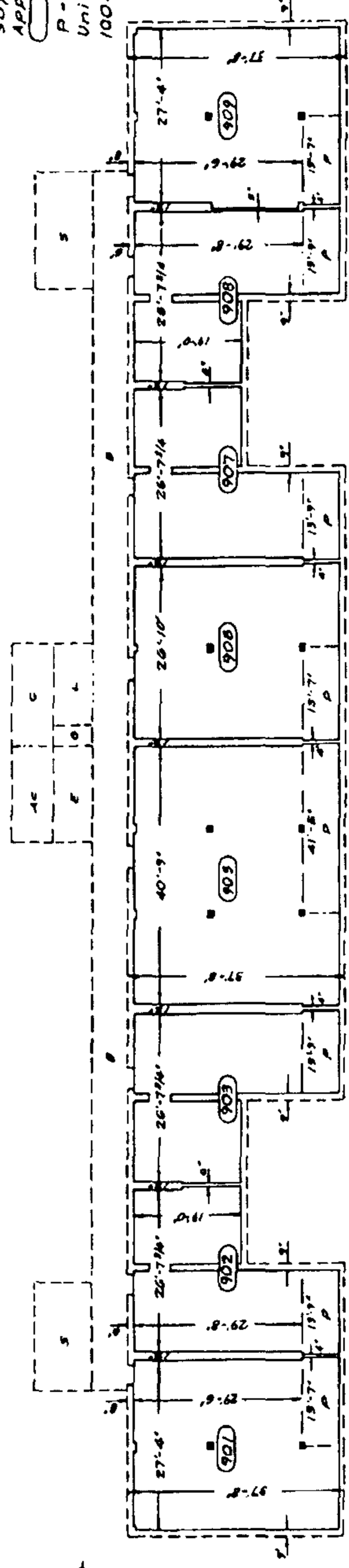
Unfinished top of roof slab Elev. - 95.6' - Unfinished top of elevator shaft Elev. - 111.58'



- NOTE**
- AC - Air conditioning equipment
 - C - Electric equipment
 - E - Elevator
 - G - Garbage
 - L - Laundry
 - S - Stairs
 - B - Balcony Element
 - CE - Common Element

TENTH FLOOR

Finished Floor Elev. - 87.14 Finished Ceiling Elev. - 95.14



Scale: 1" = 15'

NINTH FLOOR

Finished Floor Elev. - 78.62 Finished Ceiling Elev. - 86.59

- NOTE**
- - Additional common element - easement of support columns - Approximate size - 12"x12"
 - - Unit number
 - P - porch
- Unit numbers 904 and 1004 have been omitted.

210106
 FILED AND RECORDED
 Nov 23 2 28 PM '54
 W.A. RICHIE, CLERK
 SARASOTA CO., FLA.

J. LEWIS COBIA
 Professional Land Surveyor
 License No. 703

80%

EXHIBIT B

ARTICLES OF INCORPORATION

OF

GULFSTREAM TOWERS ASSOCIATION, INC. (a Non-Profit Corporation)

WE, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided.

ARTICLE I

The name of this corporation shall be GULFSTREAM TOWERS ASSOCIATION, INC., a condominium, and the principal office shall be in Sarasota County, Florida.

ARTICLE II

The purposes for which this corporation is formed are as follows:

- A. To form an "association" as defined in the "Condominium Act" of the Statutes of the State of Florida, and in conjunction therewith to establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving and administering the condominium property, and to perform the acts and duties desirable for apartment house management for the units and common elements.
- B. To carry out the duties and obligations and receive the benefits given the association by the "Declaration of Restrictions, Reservations, Covenants, Conditions and Easements" of GULFSTREAM TOWERS, A CONDOMINIUM.
- C. To establish by-laws for the operation of the condominium property providing for the form of administration and rules and regulations for governing the association.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act". No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

ARTICLE III

Section 1. All unit owners of a condominium parcel shall automatically be members, and their membership shall automatically terminate when then they are no longer owners of a unit.

Section 2. There shall be not more than seventy-two (72) voting members at any one time; each apartment unit shall be entitled to one vote at meetings of the association. A corporation or any individual with an interest in more than one unit may be designated the voting member for each unit in which he owns an interest.

ARTICLE IV

This corporation shall have perpetual existence.

ARTICLE V

The names and residences of the subscribers are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
Donald C. McClelland, Jr.	1900 Main Building Sarasota, Florida
Daniel P. Hansen	1900 Main Building Sarasota, Florida
Richard S. Sparrow	1900 Main Building Sarasota, Florida

ARTICLE VI

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than eleven (11) persons.
(Amended 09/02/65).

Section 2. Directors shall be elected by the voting members in accordance with the By-laws at the regular annual meeting of the membership of the corporation to be held at 10:00 A. M. on the first Monday in June of each year. In the event of a vacancy the elected directors may appoint an additional director to serve the balance of said year.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors on the 15th of January of each year, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate By-Laws.

ARTICLE VII

The names of the officers who shall serve until the first election are as follows:

<u>NAME</u>	<u>TITLE</u>
Richard S. Sparrow	President
Donald C. McClelland, Jr.	Vice President
Daniel P. Hansen	Secretary-Treasurer

ARTICLE VIII

The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular annual meeting of the members:

<u>NAME</u>	<u>RESIDENCE</u>
Richard S. Sparrow	1900 Main Building Sarasota, Florida
Donald C. McClelland, Jr.	1900 Main Building Sarasota, Florida
Daniel P. Hansen	1900 Main Building Sarasota, Florida

ARTICLE IX

The By-Laws of this corporation may be altered, amended or rescinded at any duly called meeting of the members provided that the notice of meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there be an affirmative vote of 3/4ths of the qualified voting members of the corporation.

ARTICLE X

Section 1. Proposals for the alteration, amendment or rescission of these Article of Incorporation may be made by any of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing filed by the members, and delivered to the President not less than twenty (20) days prior to the membership meeting at which such proposal is voted upon. The Secretary shall give to each voting member notice setting out the proposed alteration, amendment or rescission and the time of the meeting at which such proposal will be voted upon, and such notice shall be given not

ARTICLE X

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing filed by the members, and delivered to the President not less than twenty (20) days prior to the membership meeting at which such proposal is voted upon. The Secretary shall give to each voting member notice setting out the proposed alteration, amendment or rescission and the time of the meeting at which such proposal will be voted upon, and such notice shall be given not less than fifteen days prior to the date set for such meeting, and it shall be given in the manner provided in the By-Laws. An affirmative vote of eighty per cent of the qualified voting members of the corporation is required for the requested alteration, amendment or rescission.

80%
vote

56 members

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

IN WITNESS WHEREOF, we hereunto set our hands and seals at Sarasota, Sarasota County, Florida, this 15th day of November, 1964.

Signed, Sealed and Delivered in the Presence of:

Richard S. Sparrow (SEAL)
RICHARD S. SPARROW
Donald C. McClelland, Jr. (SEAL)
DONALD C. McCLELLAND, JR.
Daniel P. Hansen (SEAL)
DANIEL P. HANSEN

Law Office
WALTER B. BRADSHAW
64 & McCLELLAND
ROOM 214
5 Main Building
SARASOTA, FLORIDA

STATE OF FLORIDA)
)
COUNTY OF SARASOTA)

ON THIS DAY personally appeared before me, the under-
signed officer, duly authorized to take acknowledgments, RICHARD
S. SPARROW, DONALD C. McCLELLAND, JR., and DANIEL P. HANSEN, to
me well known and known to me to be the subscribers described in
and who executed the foregoing Articles of Incorporation, and
acknowledged before me that they executed the same freely and
voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at Sarasota, said
County and State, this 18th day of November, 1964.

[Handwritten Signature]

Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Apr. 23, 1965

Office
1000
Main Building
Sarasota, Florida

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
GULFSTREAM TOWERS ASSOCIATION, INC.

THE UNDERSIGNED officers of Gulfstream Towers Association, Inc., a Florida not-for-profit corporation, hereby certify that the following amendment to the Articles of Incorporation was adopted by not less than a majority of the Board of Directors, and by not less than 80% of the membership of the Association, at meetings held on May 3, 1965 and September 2, 1965, all in accordance with the corporate and condominium documents, and Florida Statutes. Through inadvertence or mistake, these amendments have not previously been filed with the Division of Corporations which is the intended purpose of the execution of these Articles of Amendment.

ARTICLE VI

Section 1. The affairs of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than ~~seven (7)~~ seven (7) persons.

DATED this 4th day of March, 1989.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 4th day of March, 1989, at Sarasota, Sarasota County, Florida.

WITNESSES:

Edgar Lopez
Angel Torres
Edgar Lopez
Angel Torres

GULFSTREAM TOWERS ASSOCIATION, INC.

BY: Deborah Downing
Deborah Downing, President

ATTEST: Elaine Newton
Elaine Newton, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared Deborah Downing as President and Elaine Newton as Secretary of Gulfstream Towers Association, Inc., and acknowledged that they executed the foregoing instrument for the purposes mentioned therein, on behalf of the corporation.

WITNESS my hand and official seal this 4th day of MARCH, 1989.

John William Henry, Jr.
NOTARY PUBLIC

My Commission Expires:

**GULFSTREAM TOWERS ASSOCIATION, INC. A CONDOMINIUM
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
EXHIBIT C - AMENDED AND RESTATED BYLAWS
OF GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM**

EXHIBIT C

**AMENDED AND RESTATED BYLAWS
OF GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM**

These are the Amended and Restated Bylaws of the Gulfstream Towers Association, Inc., a Florida not-for-profit corporation (the "Association"). The Association is the entity responsible for operating the Gulfstream Towers Condominium (the "Condominium"). The Declaration of Restrictions, Reservations, Covenants, Conditions and Easements of Gulfstream Towers, a Condominium, was recorded in Official Record Book 505, Pages 53 et seq., of the Public records of Sarasota County, Florida. The original Bylaws of the Association were recorded as Exhibit "B" of the Declaration.

Pursuant to Section 718.112, Florida Statutes, the Bylaws of the Association are hereby amended and restated in their entirety by the recording of this Amended and Restated Bylaws of the Gulfstream Towers Association, Inc., ("Amended and Restated Bylaws"). This is a substantial rewording of the original bylaws. See previous bylaws for previous text.

**ARTICLE I
IDENTIFICATION**

These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Gulfstream Towers Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Gulfstream Towers, a Condominium (hereinafter "the Condominium") which is located at 33 South Gulfstream Avenue, Sarasota, Sarasota County, Florida, upon the lands described in the Declaration of Condominium (The corporation may hereafter be referred to as the "Association.").

- 1.1 Office.** The office of the Association shall be located at 33 South Gulfstream Avenue, Sarasota, Florida, or such other location within Sarasota County, as may from time to time be determined by the Board of Directors
- 1.2 Fiscal Year.** The fiscal year of the Association is the calendar year, unless otherwise determined by the Board of Directors.
- 1.3 Seal.** The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

GULFSTREAM TOWERS ASSOCIATION, INC. A CONDOMINIUM
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
EXHIBIT C - AMENDED AND RESTATED BYLAWS
OF GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM

- 1.4 Definitions.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes, 2011), all as amended from time to time.

ARTICLE II
MEMBERS' MEETINGS

- 2.1 Annual Meetings.** Annual Members' meetings shall be held at such convenient location in Sarasota County as may be determined by the Board of Directors. The annual meeting shall be held during the month of January on the third Wednesday and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members. Membership in the corporation shall be limited to owners of record title of units in the Condominium. For Units that are not owned by a natural person, as defined in the Association's Declaration Article XIV 14.1, references to Unit Owners in Sections 2.1 to 2.10 of the Bylaws also encompass a Unit's Primary Occupant or other legally designated ownership representative.
- 2.2 Special Meetings.** Special Member's' Meetings shall be held whenever called by the President or by a majority of the Board of Directors and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the Voting Interests of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Members' Meetings to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes (2011), as amended from time to time. These meetings will be noticed as required by the Florida Statutes, or by articles of the Association's Declaration or Bylaws.
- 2.3 Notice of Members' Meetings.** Notice of all Members' Meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Unit Owner or Primary Occupant by United States Postal Service first class mail, unless waived in writing, at least fourteen (14) days prior to the meeting. Hand delivery, posted on association website, or electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer, or managing. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided In Section 2.4 below. An Officer of the Association or other person providing noticed shall execute an affidavit or mailing per Section 718.112(2)(d)(2), Florida Statutes (2011), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the Annual meeting shall include an agenda for all known substantive matters to be discussed or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least fourteen (14) days in advance of the meeting. Notwithstanding the foregoing, the Association may also provide notice to members along with all related documents via

GULFSTREAM TOWERS ASSOCIATION, INC. A CONDOMINIUM
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
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electronic transmission, including but not limited to facsimile or electronic mail, to members that consent in writing to receiving notice in such manner.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors must be the first item of business at the annual meeting.

(a) Notice. 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 or via electronic transmission, including but not limited to facsimile or electronic mail, to members that consent in writing to receiving notice in such manner, to each Unit Owner entitled to vote, a first notice of the date of the election, along with the attestations form required by the Department of Business and Professional Regulation, Division of Condominiums, Timeshares, and Mobile Homes ("The Division"). Any ~~person~~ Member desiring to be a candidate for the Board of Directors must give written notice and return a signed attestation form to the Association not less than forty (40) days before scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver by means noted above, a second notice of the election to all Unit Owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8 ½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(b) Quorum for Election. There is no quorum requirement necessary for the election. However, at least twenty percent (20%) of the Units must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

(c) Number of Candidates. There is no election when there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board. In such case, the pre-qualified candidates shall automatically become members of the Board after the Annual meeting.

(d) Election Procedure Rules. The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election procedure. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

2.5 Quorum / Voting (other than Election). A quorum at Member's meetings shall consist of persons entitled to cast a majority of the eligible Voting Interests of the entire membership. Decisions made by a majority of the eligible Voting Interests present and voting, in person or by proxy, at a meeting at

GULFSTREAM TOWERS ASSOCIATION, INC. A CONDOMINIUM
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
EXHIBIT C - AMENDED AND RESTATED BYLAWS
OF GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM

which a quorum is present shall be binding and sufficient for all purposes except such decisions that require a larger percentage as is required by Chapter 718, Florida Statutes (2011) or the Condominium Documents. To the extent lawful, Unit Owners may join in any action taken at a meeting of the Members through written approval of such action executed after the meeting, and such approval shall be as though the Unit Owner duly approved the action of the meeting in question.

(a) Units Owned by Association. The Association cannot vote on behalf of any Unit it owns for any purpose, whether for a quorum, an election or otherwise, as provided in Section 718.112(2)(b)2., Florida Statutes (2011), as amended from time to time.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote. When multiple individual's individuals own a Unit, such as a husband and wife or domestic partner, any record Owner may vote on behalf of the Unit. When a Unit is owned under co-ownership, or fractional ownership, or by a non-natural entity, as defined in the association's Declaration Article XIV - 14.1, the term Unit Owner and the right to vote on Association matters is reserved for the Unit's legally designated Primary Occupant. Voting certificates are not necessary. There shall be no cumulative voting.

2.7 Proxies. Votes may be cast in person or by proxy. Only Unit Owners or Primary Occupants, or their spouse or domestic partner, may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel) as an eligible proxy holder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise proved by law, unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division.

Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; or Bylaws; and for any other matter which Chapter 718, Florida Statutes (2011) requires or permits a vote of the Owners. To the extent permissible by law, it is the intent of these Bylaws that Unit Owners who are given the opportunity to vote by limited proxy, but decline to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A photographic, photo static, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.8 No Quorum. If any Meeting of Members cannot be organized because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, the

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Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present or enough votes can be cast to decide a question.

2.9 Order of Business. The order of business at annual Members' Meetings and, as far as applicable at all other Members' meetings, shall be:

- (a) Call to order by the President;
- (b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a Director);
- (c) Election of inspectors of election, by the Board;
- (d) Election of Directors;
- (e) Calling of the roll; certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes;
- (h) Reports of Officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment

2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action.

ARTICLE III
DIRECTORS

3.1 Number, Term, and Qualifications. The Association is governed by a Board of Directors consisting or not less than five (5) nor more than seven (7) members, and any change to the number of Directors shall be established by the Board not less than ninety (90) days prior to the election. All Directors must

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be Unit Owners in good financial standing. In the event an incumbent director becomes ninety (90) days delinquent in the payment of any monetary obligation owed the Association, such director shall no longer qualify to serve on the Board and will be deemed to have abandoned his/her position as a director, and the vacancy shall be filled in accordance with these bylaws and Florida law. Co-owners of a Unit cannot simultaneously serve on the Board. When a Unit is owned by a corporation, a partnership, limited liability Company, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium shall be eligible for Board membership.

Trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses or domestic partners of such persons, shall be considered eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored for at least five (5) years, are not eligible to serve on the Board. A Director or Officer charged with a felony theft or embezzlement offense involving association funds or property shall be removed from office, creating a vacancy to be filled by the remaining Directors for the remaining term of the removed director or until the next Directors' Election when the last year of the removed Director's term will be filled by a candidate who garnered less votes than other candidates who were elected to the two-year term openings. All Directors will be elected for a two (2) year term, except those replacing removed or vacated directorships. It is the intention of these Bylaws that staggered Directorate be maintained. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open for one- or two-year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot.

The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. Resignations of Directors are effective when received by the Association in writing unless a later date is stated. Within 90 days after being elected or appointed to the Board, each newly elected or appointed directors shall provide any certificates required by the Condominium Act in order to qualify for continued service on the Board.

3.2 Board Vacancies. In the event a director resigns, becomes ninety (90) days delinquent in the payment of any monetary obligation owed to the Association or no longer qualifies for Board membership, a majority of the remaining Board of Directors must vote to appoint a replacement director (s) to serve the remainder of the unexpired term as provided in 3.1, even if the remaining Directors constitute less than a quorum or of a sole remaining Director.

(a) **Recall of Directors.** Any Director may be removed, with or without cause... by concurrence of a majority of the voting rights of the entire membership, either at a special meeting of the members called for that purpose or through agreement in writing by a majority of the Unit Owners in accordance with the provisions of Section

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718.301 of the Condominium Act. If less than a majority of the board members are removed, the vacancy or vacancies may be filled by the affirmative vote of a majority of the remaining directors. If a majority of the board members are removed, the vacancies shall be filled through a membership vote in accordance with the provisions of the Condominium Act that govern recall proceedings. Provided, however, that when a Director is recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board.

- 3.3 Organizational Meeting.** The newly elected Board of Directors must hold an organizational meeting for the purpose of electing officers. Unless otherwise noticed by the Board, the organizational meeting takes place immediately following the annual membership meeting.
- 3.4 Regular Meetings.** The Board of Directors may conduct regular meetings at such time, place, and frequency as is determined by a majority of the Directors. Unless otherwise determined by a Board resolution, each Director is entitled to receive notice of regular Board meetings at least two (2) days prior to the day named for such meeting. Directors must receive such notice either by hand-delivery, U.S. mail, electronic mail, telephone, or facsimile. The notice must indicate the date, time, location, and purpose of the meeting.
- 3.5 Special Meeting.** The President may call Special meetings of the Directors. However, when any two (2) Director's request such a meeting in writing, the Secretary must call a Special meeting. Unless there is an emergency, the Secretary must provide notice of the Special meeting to each director at least two (2) days in advance in the same manner as is specified in Article 3.4 above. In addition, twenty percent (20%) of the Voting Interests may petition the Board to consider any item of business at a regular or special meeting of the Board. Such meeting must be held within sixty (60) days of receipt of the petition. The Board is not required to take any particular action as result of such petitions. unless the petition includes the required number of signatures of qualified Unit Owners or Primary Occupants and is legally permissible.
- 3.6 Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after the meeting and such waiver is equivalent to the director receiving proper notice. Directors attending Board meetings waive any objection to the notice of the meeting.
- 3.7 Notice to Owners of Board Meetings.** Unless there is an emergency, or as otherwise required herein or in the Condominium Act, the Board must provide the Unit Owners with forty-eight (48) hours advance notice of any Board meeting. The notice must include an agenda and must be posted conspicuously upon the Condominium Property as is provided in Section 2.3 of these Bylaws. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Further, if legally permitted and accepted by Unit Owners or Primary Occupants, other forms or electronic notification may be used by the Association as established in its documents, policies, or Rules & Regulations.

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- 3.8 Special Assessments and Rules.** The Board must provide the Unit Owners with fourteen (14) days' notice, including an agenda, for any Board meeting where the Board will consider the levy of non-emergency special assessments, amendments to rules regarding unit use, or at which the amount of insurance deductibles are to be adopted. The notice must be mailed or delivered (including electronic delivery as provided by law) to the Unit Owners and posted conspicuously on the Condominium Property as provided in Section 2.3 of these Bylaws not less than fourteen (14) continuous days prior to the meeting. Written notice of any meeting in which regular or special assessments against Unit Owners are to be considered shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessments. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice, where required by law, and shall be filed among the official records of the Association.
- 3.9 Owner Participation in Board Meetings.** Board of Directors meetings at which a majority of the Board members are present, shall be open to all Unit Owners. Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The Unit Owner's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by the Board, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items. Meetings between the Board and the Association's attorney with respect to proposed or pending litigation, or board meetings held for the purpose of discussing personnel matters, or as otherwise may be set forth in law, shall not be open to members.
- 3.10 Board Meetings, Quorum, and Voting.** The President has the discretion to designate the agenda items for Board meetings. The president must include those agenda items specifically requested in writing, by two (2) Board members or where required due to petition from twenty percent (20%) of the voting Interests. A majority of the number of seats on the Board of Directors constitutes a quorum at Directors' Meetings. The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position regarding the action. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Directors may participate telephonically in Board meetings, or by other electronic/digital means compatible with the Association's facilities, as provided by law.

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- 3.11 Presiding Officer.** The President is the presiding Officer at Directors' meetings and in his or her absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside.
- 3.12 Director Compensation.** Directors serve without pay but are entitled to reimbursement for expenses reasonably incurred, for which prior Board approval is required.

ARTICLE IV
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board has the exclusive authority to exercise all the powers and duties granted by the laws of Florida generally, the Florida not-for-profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as may be amended from time to time. The Directors' powers and duties include, but are not limited to:

- 4.1 Assess.** The Directors shall adopt budgets and collect special and periodic Assessments against Owners to defray the costs of the Association.
- 4.2 Expend Association Funds.** The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.
- 4.3 Maintain the Condominium Property.** The Directors shall maintain, repair, replace, and operate the property within the Condominium.
- 4.4 Adopt Rules & Regulations.** The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.
- 4.5 Reconstruct After Casualty.** The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.
- 4.6 Approve Transfers.** The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided law. In approving leases, the Board may not exceed Association limits on the number of leased units.
- 4.7 Enforce.** The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, including its Rules and Regulations, and may interpret the condominium

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Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.

- 4.8 Contract.** The Directors may contract for management, maintenance, and operation of the Condominium.
- 4.9 Insure.** The Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of condominium and Chapter 718, Florida Statutes (2011), both as amended from time to time.
- 4.10 Pay Utility Bills.** The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.
- 4.11 Hire and Discharge.** The Directors may employ personnel and designate other Officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.
- 4.12 Sue and Be Sued.** The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.
- 4.13 Deal in Real and Personal Property and Borrow Money.** The Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its Officers and to purchase, own, lease, convey, and encumber real and personal property. The Directors may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.
- 4.14 Enter into Contracts for Products and Services.** All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services must be in writing. Unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association, the Board must obtain at least two (2) competitive bids for any contract that requires payment exceeding 50% of the gross budget (including reserves). However, contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers do not need to have competitive bids. The Board does not need to accept the lower bid. If a contract is awarded under the competitive bid procedures of this Section, the renewal of that contract is not subject to the competitive bid requirements, if such contract contains a provision that allows the Board to cancel upon thirty (30) days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.

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4.15 Levy Fines. The Directors may have the authority, pursuant to Section 718.303, Florida Statutes (2011), to impose reasonable fines against a Unit, not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws, by Unit Owners, Primary Occupants, Tenants, Immediate Family Members, Guests, Occupants, and Invitees.

- (a) A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate may exceed the maximum amount permissible by law.
- (b) Prior to the imposition of any fine, the Board must provide the offending party an opportunity to attend a hearing before the fining committee as described below. The Board must provide the offending party with at least fourteen (14) days' notice of the hearing. Notice is effective when mailed by United States Mail, certified, return receipt requested, to the address of the Unit Owner or Primary Occupant listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:
 - (i) A statement of the date, time, and place of the hearing.
 - (ii) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
 - (iii) A short and plain statement of the matters asserted by the Association.
- (c) The offending party has the opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved in the hearing and may review, challenge, and respond to any material considered by the Association within thirty (30) days. The hearing must be held before a Committee of Unit Owners appointed by the Board, which may not include Board members nor persons residing in a Board member's household. The Committee must consist of at least three (3) members. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners or Primary Occupants shall be jointly and severally liable for the payment of fines levied against Tenants, Immediate Family Members, Guests, Invitees, or other Occupants of a Unit.

4.16 Appoint Committees. The Directors may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee members shall serve at the pleasure of the Board. Committees of the Association as defined in Section 718.103(7), Florida Statutes (2011), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. Meetings of committees to take final action on behalf of the Board or make recommendations to the Board regarding the

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Association budget are subject to the board meeting requirements contained herein. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

- 4.17 Hurricane Shutters, Hurricane Proof Windows, and ~~or~~ Unit Doors.** The Directors have adopted hurricane shutter, hurricane proof window, and or unit door specifications for the Condominium which include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board comply with the applicable building code. The Association owns the exterior windows and entrance doors of each Unit. The Owners are responsible for the maintenance/painting of the inside surface of the doors and doorway trim. The Owners also own and are responsible for the door's hardware. Any change of, or to, the exterior windows or entrance doors of a Unit must be approved in writing by the Board, including addition of storm shutters or other devices. The exterior structure and appearance of the windows, doors, and their trims must conform to that of the other Units at Gulfstream Towers.
- 4.18 Exercise Emergency Powers.** In the event of any "emergency" as defined in Section 4.18(j) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2011), Section 617.0303, Florida Statutes (2011), and Section 718.1265, Florida Statutes (2011), all as amended from time to time.
- (a) The Board may name as Assistant Officers persons who are not Directors, which Assistant Officers shall have the same authority as the Executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.
 - (b) The Board may relocate the principal office or designate alternative principal officers or authorize the officers to do so.
 - (c) During any emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance, either in person or via remote communication means, at such a meeting shall constitute a quorum.
 - (d) The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.
 - (e) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the presumption of being reasonable and necessary.

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- (f) The Board may use reserve funds to meet Association needs and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of an emergency pursuant to Section 718.112(2)(f)3., Florida Statutes (2011), as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board.
- (g) The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements and Association property, with notice given only to those Directors with whom it is practicable to communicate.
- (h) Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (i) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (j) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:
 - (i) a state of emergency declared by local civil or law enforcement authorities;
 - (ii) a hurricane warning;
 - (iii) a partial or complete evacuation order;
 - (iv) federal or state "disaster area" statutes;
 - (v) a catastrophic occurrence whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,
 - (vi) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property.

4.19 Enter into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

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ARTICLE V
OFFICERS

- 5.1 Executive Officers.** The Executive Officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such Assistant Officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any persons who hold two or more offices except that the President shall not also be the Secretary. Assistant Officers need not be Directors.
- 5.2 President - Powers and Duties.** The President is the Chief Executive Officer of the Association and presides at all meetings of the Board of Directors and Association meetings. The President has general supervision over the affairs of the Association and has all the powers and duties which are usually vested in the office of President of a corporation.
- 5.3 Vice President - Powers and Duties.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He / she also generally assists the President and exercises such other powers and performs such other duties as shall be prescribed by the Directors.
- 5.4 Secretary - Powers and Duties.** The Secretary keeps the minutes of all Director Meetings and membership meetings. The Secretary also provides all notices to the members and Directors as required by law. The Secretary has custody of the corporate seal and affixes the same to instruments requiring a seal when duly signed. The Secretary keeps and maintains custody of the Association's official records, except those of the Treasurer, and generally performs all other duties incident to the office of Secretary of the Association.
- 5.5 Treasurer - Powers and Duties.** The Treasurer has custody of all Association property, including funds, securities, and evidence of indebtedness. He / she keeps the Assessment rolls and accounts of the members. He / she keeps the books of the Association in accordance with good accounting practices and generally performs all other duties incident to the office of the Treasurer of a corporation.
- 5.6 Officers' Compensation.** Officers serve without compensation but are entitled to reimbursement of expenses reasonably incurred.
- 5.7 Management:** The Board of Directors may employ the services of a manager, professional management company, and/or other employees and agents as they shall determine appropriate to actively manage, operate, and care for the Condominium property, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board. In the event that a manager or management company is hired by the Board, the Board shall have the authority to delegate duties of particular officers to such manager or agent. To the extent that such particular

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duties are designated by the Board, the officers shall oversee the manager or agent to ensure adequate completion of said duties.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law.

6.2 Defense. To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expense (including attorneys' fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt or an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by the Article 6.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer,

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or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

6.6. Amendment Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE VII
MINUTES AND INSPECTION OF RECORDS

7.1 Official Records. The official records of the Association shall be maintained within the state for at least seven (7) years, except that ballots, sign-in sheets, voting proxies, and all other papers relating to voting by Unit Owners or Primary Occupants shall be maintained for a period of at least one (1) year from the date of the election, vote, or meeting to which the document relates. Access to official records must be made available to members in accordance with the Condominium Act. The Association shall not provide access to records that are not permitted to be available to the general membership, as set forth in the Condominium Act. However, an owner may consent in writing to the disclosure of protected information to other members of the Association. The Association may adopt reasonable rules and regulations regarding the frequency, time, location, notice, and manner of record inspections and copying.

ARTICLE VIII
FISCAL MANAGEMENT

8.1 Budget. The Board shall prepare a proposed annual budget of common expenses and anticipated revenues which shall include all anticipated income / revenue and expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, Directors, and Officers, and Association Staff, insurance, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws.

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- (a) The proposed budget must include reserves in accordance with Section 718.112(2)(f)2, Florida Statutes (2011), as the same now exists or may be amended from time to time. The funding of reserves may be waived or reduced by a vote of majority of the Voting Interests or by written agreement of a majority of the entire Voting Interests. Reserve funds and any accrued interest on the funds must remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the eligible voting interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire eligible voting interests. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing, and for any other item for which the deferred maintenance expense, or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to consider any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Proxy questions relating to association votes for the waiving or reducing of the funding of reserves, or using existing reserve funds for purposes other than the purposes for which the reserves were intended shall contain the following statement, in capitalized, bold letters, in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF THOSE UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**
- (b) The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget shall be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 8.2 hereof.
- (c) A meeting notice and copies of the proposed annual budget shall be mailed, or electronically delivered as legally permitted and agreed upon by the Association Members, to the Unit Owners and Primary Occupants not less than fourteen (14) days prior to the meeting at which the budget will be considered. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirements, and such affidavit shall be filed among the official records of the Association. The proposed annual budget of Common Expenses shall be detailed and show estimated revenues and expenses and shall show the amounts budgeted by accounts and expense classifications. The meeting shall be open to all unit owners.

8.2 Assessments. Unit Owners shall pay their share of the annual Common Expenses in advance and in installments due either monthly or quarterly as determined by the Board. Such assessments are due on

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the first day of each such period and become delinquent if not paid ten (10) days thereafter. The Association may accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessment shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed. 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 installments on such assessments shall be due upon each installment payment date until changed by an amended assessment.

- 8.3 Special Assessments.** Special Assessments for Common Expenses which are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Unit Owner as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners, applied as credit towards future Assessments or added to Reserves.
- 8.4 Liability for Assessments and Charges.** A Unit Owner is liable for all Assessments and Charges coming due while he/ she owns the Unit. In addition, the Unit Owner and such Owner's grantees or successors after a conveyance or other transfer of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use of enjoyment of any Common Elements or Association Property or by abandonment of the Unit for record obtains title to a Unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such Unit's Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of title as provided in the Florida Condominium Act (2011), as amended from time to time.
- 8.5 Liens for Assessments** The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.
- 8.6 Lien for Charges.** There is a common law and contractual lien upon the Units for all unpaid Charges due to the Association. The lien is perfected when recorded and secures the unpaid Charges together with costs, interest, late fees, expenses, and reasonable attorney's fees.
- 8.7 Collection - Interest: Administrative Late Fee: Application of Payments.** Assessments or Charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before this time shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$50 ~~\$25~~ or 5% of each installment of the Assessment for which payment is late, or the maximum late fee permissible by law. Payments received are first applied to interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney's fees

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incurred, and then to the Assessment itself. Except as otherwise provided in the Florida Condominium Act (2011}, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statute (2011), as amended from time to time.

- 8.8 Collection - Suit.** The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs and expenses incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, Lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the Unit Owner written notices of its intention to file a lien and to foreclose the lien, as provided by law.
- 8.9 Association Depository.** The Association must deposit its funds in financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance.
- 8.10 Commingling of Funds.** All Association funds must be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2011), as amended from time to time, and no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2011), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may, however, be commingled for investment purposes, as provided by law.
- 8.11 Financial Reports.** A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2011), as amended from time to time, and with Section 718.111(13), Florida Statutes (2011), as amended from time to time.
- 8.12 Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

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**ARTICLE IX
PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used.

**ARTICLE X
BYLAW AMENDMENTS**

Amendments to the Bylaws shall be adopted in the following manner:

- 10.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire voting interest.
- 10.2 Proposed Amendment Format.** Proposals to amend existing Bylaws shall contain the full text of the section to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER _FOR PRESENT TEXT".
- 10.3 Notice.** The text of proposed amendments must be included in the notice package for any meeting where a proposed amendment(s) is/ are to be considered.
- 10.4 Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of majority of the eligible voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement or a majority of the entire eligible voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.
- 10.5 Effective Date.** An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law.
- 10.6 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2011) Chapter 617, Florida Statutes (2011), or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters

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607,617, and 718 of the Florida Statutes (2011), or such other statutes or administrative regulations as required for the operation of the association, all as amended from time to time.

- 10.7 Proviso.** Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it or increase the Owner's and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

ARTICLE XI
DISPUTE RESOLUTION

- 11.1 Mandatory Arbitration.** If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes (2011), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.
- 11.2 Unit Owner Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer or notify the inquirer that legal advice has been requested or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the inquiry, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall have an additional thirty (30) days to provide a response, and the response shall be provided within sixty (60) days after the receipt of the inquiry. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, The Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of thirty (30) days in which to resolve the grievance.
- 11.3 Other Remedies.** Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

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**ARTICLE XII
MISCELLANEOUS**

The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

12.1 Conflicts. The term "Condominium Documents", as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control.

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

12.2 Gender. The use of the term "he", "she", "his", "hers", "their", "theirs", and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provisions of these Bylaws are deemed invalid, the remaining provisions shall be deemed in full force and effect.

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EXHIBIT D

Exhibit "D" = percentages of ownership

UNIT NUMBER	PERCENTAGE
301	0.0151429
302	0.0121153
303	0.0121153
304	0.0121153
305	0.0119654
306	0.0155414
307	0.0121153
308	0.0121153
309	0.0155414
401	0.0155414
402	0.0123534
403	0.0123534
404	0.0121153
405	0.0119654
406	0.0155414
407	0.0123534
408	0.0123639
409	0.0157008
501	0.0157008
502	0.0123534
503	0.0123534
504-5	0.0237506
506	0.0157008
507	0.0123534

UNIT NUMBER	PERCENTAGE
508	0.0123534
509	0.0158707
601	0.0159399
602	0.0125925
603	0.0125925
604-5	0.0237506
606	0.0159399
607	0.0125925
608	0.0125925
609	0.0160994
701	0.0160994
702	0.0128317
703	0.0128317
704	0.0095640
704-A	0.0095640
705	0.0094046
706	0.0161098
707	0.0128317
708	0.0128317
709	0.0162587
801	0.0163395
802	0.0130729
803	0.0130729
804	0.0097234

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UNIT NUMBER	PERCENTAGE
804-A	0.0097234
805	0.0097234
806	0.0163395
807	0.0130729
808	0.0134692
809	0.0167370
901	0.0168964
902	0.0133895
903	0.0133895
904-5	0.0239205
906	0.0171356

UNIT NUMBER	PERCENTAGE
907	0.0133895
908	0.0133895
909	0.0171356
1001	0.0171356
1002	0.0137082
1003	0.0137082
1004-5	0.0239205
1006	0.0171356
1007	0.0137082
1008	0.0137083
1009	0.0171356