

Prepared by and return to:  
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**AMENDED CERTIFICATE OF AMENDMENT**

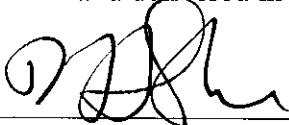
**DECLARATION OF CONDOMINIUM  
BAY TREE CLUB ASSOCIATION, INC., A CONDOMINIUM**

WE HEREBY certify that the attached amendments to the Declaration of Condominium of BAY TREE CLUB, A CONDOMINIUM, (the original of which is recorded at Official Records Book 863, page 1, *et. seq.* of the Public Records of Sarasota County, Florida) were duly adopted at the Annual Membership Meeting of the Association held on January 16, 2016, by the affirmative vote of not less than fifty-one percent (51%) of all unit owners in the condominium, as required by Article 28 of the Declaration. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

This Amended Certificate constitutes the actual Amended and Reinstated Declaration and corrects an inaccurate version of the Amended and Restated Declaration of Condominium inadvertently recorded at instrument # 2016084015 on July 6, 2016.

Made effective this date of September 28, 2016

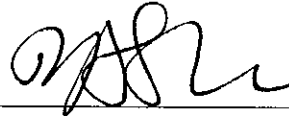
Signed, sealed and delivered in the presence of:

sign 

print LIBBY SLOAN

sign Andrew C. Martin

print Andrew C. Martin

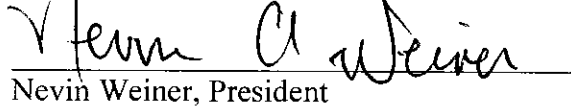
Sign 

print LIBBY SLOAN

sign Andrew C. Martin

print Andrew C. Martin

BAY TREE CLUB ASSOCIATION, INC.  
a Florida Condominium association



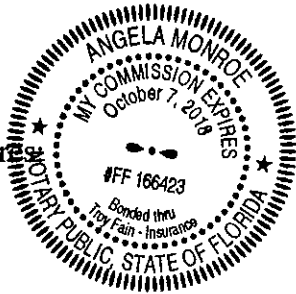
Nevin Weiner, President

ATTESTATION:



Libby Sloan, Secretary

SUBSCRIBED AND SWORN to before me by NEVIN A. WEINER and by TOD SLOAN and ANDREW MARTIN the witnesses, on the 19 day of NOVEMBER 2016, all of whom personally appeared before me. NEVIN WEINER [] is personally known to me or [ ] has produced \_\_\_\_\_ as identification. TOD SLOAN [] is personally known to me or [ ] has produced \_\_\_\_\_ as identification. ANDREW MARTIN [] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.



My Commission Expires:

AMonroe  
Notary Public  
Angela Monroe  
Print Name

SUBSCRIBED AND SWORN to before me by LIBBY SLOAN and by TOD SLOAN and ANDREW MARTIN the witnesses, on the 19 day of NOVEMBER, 2016, all of whom personally appeared before me. LIBBY SLOAN [] is personally known to me or [ ] has produced \_\_\_\_\_ as identification. TOD SLOAN [] is personally known to me or [ ] has produced \_\_\_\_\_ as identification. ANDREW MARTIN [] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.



My Commission Expires:

AMonroe  
Notary Public  
Angela Monroe  
Print Name

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**BAY TREE CLUB, A CONDOMINIUM**

*[Substantial rewording of Declaration of Condominium. See existing Declaration of Condominium for present text.]*

**1. DEFINITIONS**

The terms used in the Declaration, Articles of Incorporation, Bylaws, Rules, and the various exhibits mean as follows:

1.1 "ASSESSMENT" means a share of the funds required for the payment of the Common Expense which from time-to-time is assessed against the Unit Owner.

1.2 "ASSOCIATION" or "BTC" means BAY TREE CLUB ASSOCIATION, INC., a Florida non-profit Corporation responsible for the Condominium's affairs, maintenance, and operation.

1.3 "BOARD OF DIRECTORS" or "BOARD" means the Board of Directors of the Association that is responsible for the administration and operation of the Association.

1.4 "BYLAWS" means Bylaws of the Association mentioned above, as they are amended from time-to-time.

1.5 "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; or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear or side windows.

1.6 "COMMITTEE" means a group of Board members, Unit Owners, or Board members and Unit Owners, appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take final action on behalf of the Board.

1.7 "COMMON ELEMENTS" means the portions of the Condominium Property not included within the Condominium Units.

1.8 "COMMON EXPENSES" means all expenses properly incurred by the Association in the performance of its duties, including without limitation all expenses specified in Section 718.115, Florida Statutes and specifically includes all expenses related to the establishment of a Corporation to handle on-site Unit rentals and Unit sales as determined by the Board of Directors.

1.9 "COMMON SURPLUS" means the amount of all receipts or revenues, including but not limited to assessments, rents, commissions, or profits collected by the Association, which exceeds Common Expenses.

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1.10 "CONDOMINIUM" means that form of ownership under which Units are subject to ownership by one or more Owners, and there is appurtenant to each Unit as a part thereof an undivided share in the Common Elements as elsewhere herein more fully defined.

1.11 "THE CONDOMINIUM" means the complex subjected hereby to condominium ownership, known as BAY TREE CLUB, A CONDOMINIUM.

1.12 "CONDOMINIUM DOCUMENTS" mean this Declaration of Condominium and Condominium Plats of BAY TREE CLUB, A CONDOMINIUM, and the Articles of Incorporation, the Bylaws, and Rules and Regulations of BAY TREE CLUB ASSOCIATION, INC., all as amended from time-to-time.

1.13 "CONDOMINIUM PARCEL" means a Condominium Unit, together with the undivided share in the Common Elements appurtenant to the Unit.

1.14 "CONDOMINIUM PLAT" means that certain Plat(s) or drawing, as recorded in the Sarasota County Official Records. The Condominium Plat for BAY TREE CLUB, A CONDOMINIUM, is recorded at Condominium Book 4, Pages 19, 19A, and 19B of the Official Records of Sarasota County, Florida.

1.15 "CONDOMINIUM PROPERTY" means and includes the lands, leaseholds, personal property and improvements that are hereby subjected to Condominium ownership together with all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.16 "DECLARATION" or "DECLARATION OF CONDOMINIUM" means this instrument, as it is amended from time-to-time.

1.17. "FAMILY MEMBER" means any person related to an Owner by blood or marriage, including but not limited to a son, daughter, son-in-law, daughter-in-law, grandchild, father, mother, father-in-law, mother-in-law, grandparent, aunt, uncle, or cousin.

1.18 "GUEST" means any person who occupies a Unit in the absence of the Unit Owner with written authorization from the Owner, without the payment of rent.

1.19 "INSTITUTIONAL LENDER" means a bank, savings and loan association, insurance company, Massachusetts business trust, real estate investment trust, mortgage banker, mortgage broker and an agency of the U.S. Government holding a first mortgage on a Condominium Unit.

1.20 "LIMITED COMMON ELEMENTS" mean those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units, as specified in the Declaration and Condominium Plat.

1.21 "OCCUPANT" means a person or persons in lawful possession of a Unit, including but not limited to the Owner, Tenant, Guest or Visitor.

1.22 "OPERATION" or "OPERATION OF THE CONDOMINIUM" means and includes the administration and management of the Condominium Property by BTC.

1.23 "TENANT" means any person who pays financial or other consideration to a Unit Owner for the right to occupy a Unit and who during that time has use of the Common Elements instead of the Owner.

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1.24 "TRUCK" means any vehicle manufactured, designed, marketed or used primarily for transporting goods of any nature or designated as a Truck by the manufacturer. For purposes of clarification, a "Truck" does not mean a private passenger pick-up Truck, passenger vehicles currently marketed as "sport utility vehicles" and all other vehicles of similar design, provided there have been no modifications that would increase the weight-carrying capacity, height or width of the vehicle as originally built by the manufacturer.

1.25 "UNIT" or "APARTMENT" means a part of the Condominium Property which is subject to exclusive ownership. A Unit is more fully described on the Condominium Plat herein above mentioned.

1.26 "UNIT OWNER" or "OWNER" means the record owner of legal title to a Condominium Parcel.

1.27 "VISITOR" means any person making a short term visit, overnight or longer, in the presence of a resident Owner or Tenant.

1.28 "VOTING CERTIFICATE" means a document which designates one of the record title owners, or the corporation, partnership, or entity representative, who is authorized to vote on behalf of the Condominium Unit that is owned by more than one Owner or by any entity.

1.29 "VOTING INTERESTS" means the voting rights distributed to the association Members. The Voting Interests of this Association are the voting rights distributed to all of the Unit Owners in BAY TREE CLUB, A CONDOMINIUM.

## 2. NAMES

2.1 Name of Condominium Association. The name of the corporation is "Bay Tree Club Association Inc." The principal office and place of business of the Association is 8625 Midnight Pass Road, Sarasota, Florida.

2.2 Name of Condominium. The name of the Condominium is BAY TREE CLUB, A CONDOMINIUM (herein, the "Condominium").

## 3. THE CONDOMINIUM ACT

The provisions of Chapter 718, Florida Statutes, that were in existence on the date the Declaration was originally recorded in the Public Records of Sarasota County, Florida (herein, the "Condominium Act") are incorporated herein by reference, and all provisions shall apply to this Condominium to the extent necessary and proper. However, where the Condominium Act is permissive or to the extent this Declaration is not in direct conflict with the provisions thereof, this Declaration shall control.

## 4. COVENANTS

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

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## 5. SURVEY AND DESCRIPTION OF IMPROVEMENTS

5.1 **Survey and Floor Plan.** Attached hereto and made a part hereof by reference, marked as Exhibit "B," and consisting of three pages, is a survey of the land and graphic description and plot plans of the improvements constituting the Condominium, identifying the Apartments, Common Elements, and Limited Common Elements, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each Apartment is identified by specific number and Building designator, as set forth on said Exhibit "B" and such Apartment and its interest in the Common Elements and Limited Common Elements, appurtenant thereto, may and shall be conveyed, leased or encumbered by description identifying such Apartment and appurtenances by such Apartment number and building designation. Exhibit "B" is also recorded as a separate Condominium Plat in Condominium Book 4, Pages 19, 19A, and 19B of the Public Records of Sarasota County, Florida.

5.2 **General Description of Improvements.** The Condominium shall include three dwelling buildings, each of said three buildings containing five floors and forty (40) Apartment Units, eight (8) Apartment Units being located on each floor, there being a total of one hundred twenty (120) Apartments. The Condominium improvements shall also include seawall, docks, parking areas, swimming pools, laundry rooms, storage lockers, beach locker rooms (cabanas), and other improvements located substantially as shown on said Exhibit "B," which are part of the Common Elements or Limited Common Elements except as may be otherwise expressly provided herein.

## 6. APARTMENTS/UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The Condominium consists of Apartments/Units, Common Elements, and Limited Common Elements as said terms are hereinafter defined.

6.1 "Apartments," as the term is used herein, shall mean and comprise the one hundred twenty (120) separate and numbered dwelling Units which are designated on Exhibit "B," excluding, however, all spaces and improvements lying beneath the undecorated or unfinished inner-surfaces of the perimeter walls and floors, and above the undecorated or unfinished inner-surfaces of the ceilings of each dwelling Unit, and further excluding all spaces and improvements lying beneath or behind the undecorated or unfinished inner surfaces of all interior load bearing walls or load bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other Apartments, the Common Elements, and Limited Common Elements. Notwithstanding the foregoing, all glass doors or panels, windows, and screens (including screens on individual Apartment balconies) shall be considered part of the Apartment and not Common Elements or Limited Common Elements; and all air-conditioning units used exclusively by an Apartment, notwithstanding the location thereof or of parts thereof outside the Apartment boundaries as hereinabove described, shall be considered part of the Apartment and not a Common Element.

6.2 "Common Elements," as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the Condominium other than the Apartments as hereinabove defined, and shall include easements as provided in Article 13 through dwellings for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other dwellings, Limited Common Elements, and Common Elements and easements of support of the improvements; and shall further include all personal property held and maintained for the joint use and enjoyment of all of the Owners of all the Apartments.

6.3 "Limited Common Elements," as the term is used herein, shall mean and comprise all of the Limited Common Elements designated as such on Exhibit "B," including but not limited to, the following:

6.3.1 Laundry rooms located on each floor, the use of which shall be limited to the Owners of Apartments located on such floor.

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6.3.2. Storage lockers located on each floor in Buildings A and C, and on the first floor of Building B, each of which shall be limited to use by the Owner of one Apartment as originally designated by the Developer and identified by number corresponding to the Apartment number.

6.3.3 Beach locker rooms (cabanas), each of which shall be limited to use by the Owner of one Apartment, as originally designated by the Developer and identified by a number corresponding to the Apartment number.

6.3.4 Boat docking spaces, each of which shall be limited to use by the Owner of an Apartment, to be designated by the Board of Directors. The docking facility is subject to State of Florida Lease No. 580008403. Pursuant to Environmental Resource Permit No. 58-0188117-002, slips A-1 through A-12 and B-1 through B-10 shall be designated for non-motorized vessels only. No motorized vessels shall be allowed in these slips.

6.3.5 Individual Apartment parking spaces, one of which shall be limited for the use of the Owner of each Apartment, as originally designated by the Developer and identified by a number corresponding to the Apartment number.

6.4 Condominium Parcel. Each Apartment, together with the interest in the Limited Common Elements and Common Elements appurtenant thereto shall be considered a "Condominium Parcel" as defined in the Condominium Act and any conveyance, lease, or encumbrance describing the same by Apartment number shall be deemed to include such appurtenant interest in the Common Elements and Limited Common Elements whether or not the same shall be referred to or described in such instrument. The word "Unit" as used herein shall have the same meaning as "Apartment," and, where appropriate, shall be deemed to include the interest in the Common Elements and Limited Common Elements appurtenant thereto.

## 7. SWIMMING POOLS

7.1 Use. Bay Tree Club has two swimming pools, one located toward the Gulf and designated as "A" pool, the other toward the Bay designated as "B/C" pool. They are for the exclusive use of Unit Occupants and those persons invited by Owners or Occupants. The pool rules are prominently displayed at pool side. Read them and be sure that all those present inside the fence understand and follow them. Each swimmer shall replace the depth rope after swimming laps.

7.2 Lifeguard. There is **NO LIFEGUARD ON DUTY** at any time. All persons using the pools do so at their own risk and are fully responsible for the safety and proper supervision of children in their charge.

## 8. ALTERATIONS TO THE CONDOMINIUM PROPERTY BY UNIT OWNERS

8.1 Unit. No Owner or other person may make any structural modification or alteration to a Unit, without first obtaining the written consent of the Board of Directors.

8.2 Board Consent. The consent required by Article 8.1 above shall be denied if the Board determines, in its reasonable discretion, that the proposed Unit modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium, in part or whole. "Structural" modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or

1386065.1

relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any duct work, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

## **9. LANAIS**

The Unit Owner who owns or has the right to the exclusive use of a Lanai shall be solely responsible for the maintenance, repair, replacement, care and preservation of: Lanai floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation or maintenance of the Building); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the Lanai; ceiling fans; screens; screen frames; railings and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair, and replacement of Lanai floors and ceilings. Unit Owners may not puncture (by nails, hooks, screws or otherwise) Lanai floors, walls or ceilings, without obtaining the prior written approval of the Board of Directors.

## **10. SHARE OF COMMON ELEMENTS AND COMMON EXPENSES/SURPLUS**

**10.1 Share of Common Elements and Common Expenses/Surplus.** Each Unit, regardless of its size or whether it is a one, two, or three bedroom Unit, shall own an equal, undivided share in the Common Elements, that being 1/120th. The total Common Expenses and Common Surplus shall be divided among the Units in such manner that the share thereof attributable to each Unit shall be as follows: (1) the share of each two-bedroom Unit shall equal the share of each other two-bedroom Unit; (2) the share of each one-bedroom Unit shall be equal to 90% of the share of each two-bedroom Unit; (3) the share of each three-bedroom Unit shall be equal to 110% of the share of each two-bedroom Unit.

**10.2 Joint and Several Liability.** A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. For the purposes of this Article, the term "previous owner" does not include the Association if it acquires title to a delinquent Unit through foreclosure or by deed in lieu of foreclosure. A present Unit Owner's liability for unpaid Assessments is limited to any unpaid Assessments that accrued before the Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in Section 718.116, Florida Statutes, for the collection of unpaid Assessments.

**10.3 Liability of First Mortgagee.** The liability of a First Mortgagee or its successor or assignee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited to the lesser of:



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

10.3.2 One percent of the original mortgage debt.

For purposes of this Article 10.3, the term "successor or assignee" as used with respect to a First Mortgagee includes only a subsequent holder of the first mortgage encumbering a Unit. The provisions of this Article 10.3 apply only if the First Mortgagee initially joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

10.4 **Interest and Late Fees; Application of Payment.** Assessments paid on or before twenty (20) days after the date they are due shall not bear interest. Assessments and installments on Assessments which are not paid within twenty (20) days of the due date bear interest at the highest rate allowed by law (currently 18 percent per year) from the due date until paid. All interest collected shall be credited to the common income account. The Association shall, in addition to such interest, charge an administrative late fee of up to the greater of \$25 or 5 percent of each delinquent installment for which the payment is late by more than twenty (20) days. Any payment received by an Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The foregoing is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

10.5 **Lien.** The Association has a lien on each Condominium Parcel to secure the payment of Assessments and any fees or interest. Except as otherwise provided in Article 10.3 above, Section 718.116, Florida Statutes, and as set forth below, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium in the Public Records. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of Sarasota County, Florida. To be valid, a claim of lien must state the description of the Condominium Parcel, the name of the record Unit Owner, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. The lien is not effective one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period is automatically extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Condominium Parcel. The claim of lien secures all unpaid Assessments, fees and interest that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest, late fees, all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a release of the lien. Except as otherwise provided in the Florida Condominium Act, 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 transmitted to the Unit Owner pursuant to Section 718.121(4), Florida Statutes, as amended from time-to-time.

10.6 **Foreclosure of Lien.** The Association, at its option, may enforce collection of delinquent Assessments or special assessment accounts by suit or law or by foreclosure of the lien securing the Assessments, or by any other competent proceeding, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees up to and including all appeals.

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**10.7 Monetary Judgment.** The Association, at its option, may enforce collection of delinquent Assessments, charges or other amounts due to it by suit at law, by foreclosure of the lien securing the Assessments, 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 incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal.

**10.8 Other Liens.** Subsequent to the original recording of this Declaration in the official records, no liens of any nature shall thereafter arise or be created against the Condominium Property as a whole except with the unanimous consent of all the Unit Owners.

**10.9 Construction Liens.** Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the mechanics' lien law against the Unit or Condominium Parcel of any Unit Owner not expressly consenting to or requesting same.

**10.10 Common Law Lien for Charges.** Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees, shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the common law lien has been recorded by the Association.

**10.11 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 shall have the following options when payment of Assessments or charges is in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to the Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, charges, interest, late fees, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

## **11. ASSESSMENTS -- PROCEDURE.**

**11.1 Annual Budget.** The Board of Directors shall approve an annual budget in advance for each fiscal year, which budget shall reasonably project anticipated income and estimated expenses in sufficient detail to show operating and other Common Expenses.

**11.2 Common Expenses and Common Surplus.** Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, and other facilities to the extent that the Association is responsible therefor as provided in this Declaration, the Articles of Incorporation or the Bylaws of the Association, and shall include all expenses of operation of the Association. Common Expenses shall also include the capital expense of additions or improvements to the Common Elements which may be made by the Association, subject to the limitations and restrictions thereon which may be provided in this Declaration, the Articles of Incorporation or Bylaws of the Association. Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages of sharing Common Expenses heretofore provided in this Declaration. The Common Surplus shall be owned by Unit Owners in the shares heretofore provided in this Declaration.

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**11.3 Reserve Component.** The proposed annual budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes, as amended from time-to-time, the funding of which may be waived or reduced by an annual vote of the Association's Voting Interests. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of a majority of the Voting Interests present (in person or by proxy) at a duly-called membership meeting of the Association. The annual budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time an annual 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 annual budget will be considered along with a copy of the proposed revisions to the annual budget shall be transmitted to each Member as provided in the Bylaws and in the Condominium Act.

**11.4 Excessive Budget.** If a Board of Directors adopts in any fiscal year an annual budget which requires Assessments against Unit Owners which exceed 115 percent of Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute amended budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Voting Interests. Upon timely request, the special membership meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special membership meeting, the Board shall email, hand-deliver or mail to each Unit Owner at the address last furnished to the Association, a notice and agenda of the special membership meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special membership meeting. A substitute budget is adopted if approved by a majority of all Voting Interests. If there is not a quorum at the special meeting or a substitute budget is not adopted by the required membership vote, the annual budget previously adopted by the Board shall take effect as scheduled. Any determination of whether Assessments exceed 115 percent of Assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

**11.5 Transmittal of Budget.** A copy of the proposed annual budget and the notice and agenda of the Board meeting at which the budget will be discussed and/or adopted shall be mailed, emailed or hand-delivered to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be adopted.

**11.6 Assessments.** The annual Assessment for Common Expenses each fiscal year against each Unit shall be allocated as set forth elsewhere in this Declaration. Such Assessment shall be due in monthly installments on the first day of each month of the year for which the Assessments are made, or in such other installments, not less frequently than quarterly, as may be established by the Board of Directors from time-to-time.

**11.7 Special Assessments.** The Board of Directors may levy special assessments as it determines appropriate. Notice of the Board meeting at which such special assessments shall be considered shall be posted and transmitted to each Unit Owner as provided in the Bylaws, 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 a credit towards future Assessments or transferred to reserves.

**11.8 Common Surplus.** At the end of the Association's fiscal year any Common Surplus remaining from the Annual Assessment shall be either rolled over to the next fiscal year by vote of the Board or returned to the Unit Owners in accordance with the respective Unit's share of the Common Surplus as set forth in the Declaration of Condominium, as amended from time-to-time, and likewise in the event of a deficiency, the same shall be immediately assessed against the various Units by the Board of Directors and be payable by the various Units within 30-days after notice of Assessment .

**11.9 Assessment Roll.** The Assessments for Common Expenses and charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners and their authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and charges paid and unpaid.

**11.10 Extraordinary Assessments.** If the Association shall be required to perform any maintenance, repairs or replacement work on any Unit for which an individual Owner or Owners are financially responsible hereunder, the Association may proceed to make an extraordinary assessment against such Unit and the Owner or Owners thereof for the cost of the work performed to recover the actual amounts expended by the Association in making or causing to be made such repair, maintenance or replacement work plus, in the event such work was attributable to any of the acts specified within the Declaration of Condominium, an amount, to be determined by the Board of Directors not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and administrative costs of the Association. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the property owned or managed by the Association. When less than all of the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for any payment necessary to discharge the same and for all costs and expenses, including reasonable attorneys' fees, incurred by reason of such lien and the Association may impose an extraordinary Assessment. The Association may also make an extraordinary assessment against an Owner and his Unit to recover any amount paid by the Association for which an extraordinary assessment may be levied as provided within the Declaration or these Bylaws.

## **12. COMPLIANCE AND DEFAULT**

**12.1 Lawsuit.** Each Unit Owner, Occupant, and the Association are governed by and shall comply with the terms of the Condominium Act, Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules adopted pursuant thereto, as they may be amended from time-to-time, all of which shall be deemed to be expressly incorporated into any lease of a Unit. Actions for injunctive relief or damages, or both, for failure to comply with these provisions may be brought by the Association or by an Owner. The prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs.

**12.2 Fines.** The Association may levy reasonable fines for the failure of the Owner of a Unit or its Occupant, licensee, or invitee to comply with any provision of the Declaration, the Association Bylaws, or Reasonable Rules of the Association. A fine may not become a lien against a Unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before the Fining Committee. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate. The Unit Owner shall be jointly and severally liable with the Owner's tenants, guests and invitees for the payment of a fine.

**12.3 Suspension of Common Elements Use Rights - Violation.** The Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's Tenant, Guest, Visitor, or invitee to use the Common Elements, common facilities, or any other Association property for failure to comply with any provision of this Declaration, the Association Bylaws, or reasonable Rules of the Association. This Article 12.3 does not apply to

1386065.1

Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The suspension permitted by this Article 12.3 applies to an Owner and, when appropriate, the Owner's Tenants, Guests, Visitors, and invitees, even if the delinquency or failure that resulted in the suspension arose with respect to fewer than all of the multiple Units owned by an Owner.

**12.4 Suspension of Common Elements Use Rights - Failure to Pay.** If a Unit Owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the Unit Owner, or a Unit Owner's Tenant, Guest, Visitor, or invitee to use Common Elements, common facilities, or any other Association Property until the fee, fine, or other monetary obligation is paid in full. This Article 12.4 does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The notice and hearing requirements to impose a fine or suspend Common Element use rights for a violation do not apply to suspensions imposed under this Article 12.4. The suspension permitted by this Article 12.4 applies to an Owner, and, when appropriate, the Owner's Tenants, Guests, Visitors, and invitees, even if the delinquency or failure that resulted in the suspension arose with respect to fewer than all of the multiple Units owned by an Owner.

**12.5 Suspension of Voting Rights.** The Association may suspend the voting rights of a Unit Owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than 90 days delinquent. A Voting Interest or consent right allocated to a Unit Owner who has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under Chapter 718, Florida Statutes, or pursuant to this Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. All suspensions imposed pursuant to this Article 12.5 must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's Occupant, Tenant, Guest, Visitor, or invitee by mail or hand delivery. The suspension permitted by this Article applies to an Owner and, when appropriate, the Owner's Tenants, Guests, Visitors, and invitees, even if the delinquency or failure that resulted in the suspension arose with respect to fewer than all of the multiple Units owned by an Owner.

### **13. EASEMENTS**

**13.1 Ingress and Egress.** Owners of Units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over stairs, balconies, elevators, walks and other Common Elements.

**13.2 Encroachments.** All Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the buildings or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachment no longer exists.

**13.3 Utility Services.** Easements are reserved through the entire Condominium Property as may be required for utility services in order to serve the Condominium adequately; provided, however, such easements through a Unit shall be only according to the plans and specifications for the Condominium building, or as the building is constructed, unless otherwise approved in writing by the Unit Owner.

1386065.1

**13.4 Utility and Drainage Easements.** The Association shall have the right, power, and authority to grant easements for utility and/or drainage purposes through, across and under Common Elements of the Condominium Property to governmental authorities and to utility companies for the purpose of facilitating utility service to properties other than the Condominium Property, and may grant the same either without consideration or for such consideration as the Association determines to be fair and proper; provided, that any such easements so granted by the Association shall contain appropriate provisions to prevent the same from unreasonably interfering with the use and enjoyment of the Condominium Property by the Owners of Condominium Units and to provide adequate assurance that any damage to the Condominium Property caused by the installation, maintenance, repair, or replacement of any such utility facilities shall be restored, repaired or replaced without cost to the Association or to the Owners of the Condominium Units.

**13.5 Irrevocable Right of Access to Unit.** Pursuant to Section 718.111(5), Florida Statutes, the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit.

#### **14. CONDOMINIUM ASSOCIATION**

**14.1 The Association.** The Association, known as **BAY TREE CLUB ASSOCIATION, INC.**, is organized under the laws of the state of Florida as a Not-for-Profit Corporation. The Association manages **BAY TREE CLUB, A CONDOMINIUM**, located in Sarasota County, Florida. The general operation and management of the Condominium shall be vested in the Association.

**14.2 Membership.** All record Owners of a Unit in the Condominium shall be required to be a Member of the Association and said membership shall terminate as to each Unit Owner when he or she no longer owns such Unit. No Unit Owner, except as an officer or duly employed or designated employee or representative of the Association, shall have any authority to act for or on behalf of the Association.

**14.3 Voting.** Owners of each Unit shall collectively be entitled to one (1) vote in accordance with the voting privileges as set forth in the Articles of Incorporation and Bylaws.

**14.4 Bylaws.** The Condominium is operated pursuant to the Bylaws of the Association.

**14.5 Rules and Regulations.** In addition to the powers of the Association elsewhere herein set forth or adopted by reference, the Association's Board of Directors has the right to adopt and enforce uniform rules and regulations concerning, pertaining to, or relating to the Condominium Property. Such Rules and Regulations shall not be contrary to the laws of the land, provisions of this Declaration, the Articles of Incorporation or the Bylaws of the Association.

**14.6 Default.** In the event of default by any Officers or Directors of the Association or by the Association in carrying out its obligations under this Declaration of Condominium, the Articles of Incorporation or Bylaws of the Association or the Condominium law of the State of Florida, then and in that event any adversely affected Unit Owner shall notify the defaulting Officer, Director or Association, as the case may be, and in all events the Board of Directors, in writing, of such default, and shall extend the defaulting Officer, Director or Association a 30-day period from the date of delivery of such notice to cure such default, prior to instituting any legal action concerning the same. In no circumstance may any adversely affected party bring a lawsuit after one year of the presumed event unless otherwise provided by law. If a Unit Owner fails to timely provide such a 30-day notice of default to the Officer

and Director and to the Board of Directors, the Unit Owner shall not be permitted to recover attorney's fees and costs in the event the Owner prevails in subsequent litigation involving the Association, Officers, or Directors.

## **15. RESPONSIBILITY OF UNIT OWNERS AND USE RESTRICTIONS**

In addition to other obligations and duties of Owners of Units by law or as elsewhere set forth in this Declaration, the Articles of Incorporation, and Bylaws of the Association, each Unit Owner shall:

**15.1** Promptly pay the assessments, special assessments and all other charges levied by the Association.

**15.2** Maintain in good condition and repair the Unit and all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, and floors) and maintain in good condition and repair the interior surfaces of the beach locker room (cabana) appurtenant to the Unit, together with the fixtures installed in such Unit and cabana; and promptly pay for any utilities which are separately metered to the Apartment or cabana.

**15.3** Not use or permit the use of the Unit for any purpose other than as a single family residence, and maintain the Unit in a clean and sanitary manner.

**15.4** Not allow more than one rental of a Unit at a time or separate a Unit into more than one rental.

**15.5** Not make or cause to be made any structural addition or alteration to the Unit after construction thereof or to the Common Elements without the prior written consent of the Association's Board of Directors.

**15.6** Not permit or suffer anything to be done or kept in the Unit which will increase the insurance rates on the Unit or the Common Elements or which will obstruct or interfere with the rights of other Owners or Occupants or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisance, immoral or illegal act in the Unit or on the Common Elements.

**15.7** Conform to and abide by the Bylaws and Association Rules and Regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time-to-time by the Board of Directors of the Association, and to see that all Occupants of and invitees to Owner's Unit do likewise.

**15.8** Make no alteration, decoration, repair, replacement or change to the Common Elements or to any outside or exterior portion of the building whether within a Unit or part of the Common Elements, without the prior written consent of the Board of Directors.

**15.9** Allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of maintenance, repair or replacement of the improvements within Units or the Common Elements, or in case of an emergency threatening Units or the Common Elements, or to determine compliance with this Declaration, Bylaws, and Rules of the Association. The Association is obligated to show that the need to access a Unit is necessary to perform repairs or prevent damage to the Condominium Property, and it must act reasonably when doing so.

**15.10** Show no sign, advertisement or notice of any type on the Common Elements or the Unit and erect no exterior antennas, satellites or aeriads on the Common Elements, except as provided by uniform Rules and Regulations promulgated by the Association's Board of Directors.

1386065.1

**15.11** Make no repairs to any plumbing or electrical wiring within the Unit except by licensed plumbers or electricians and after obtaining a permit, if required.

**15.12** Hold record title ownership to no more than five (5) Units in the Condominium. Record title ownership shall be established by not only the title holder's individual name, but also by the title holder's interest in a corporation, partnership, trust or other legal entity. Consequently, an officer, director, shareholder, partner, trustee or beneficiary of a legal entity or trust is also bound by this restriction in the same manner as though the Unit is titled in an individual name.

**15.13** Maintain, repair and replace the electrical, mechanical and plumbing fixtures and outlets (including connections) within the Unit and serving only that Unit, including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

**15.14** Maintain, repair and replace all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, Freon or other refrigerant lines and discharge lines, etc.) and utility installations and connections serving the individual Unit, no matter where located.

**15.15** Maintain, repair and replace sliding glass doors and the structural and other components thereof (including without limitation, all frames, locks, mechanisms, and fixed panels, and associated trim and caulking).

**15.16** Have hard flooring installed within the Unit or Common Element without the prior written approval of the Association. A "Scope and Duration of Work" form must be filled out and approved prior to any changes. Owners installing tile, wood or any hard surface to flooring above the ground floor level must also install a sound proof material. Instructions for installation of the cork underlayment may differ based on the flooring but must be approved in the Scope of Work Form before work is started. Failure to secure approval will result in the removal of flooring for insulating material to be installed at the expense of the unit Owner.

**15.17** Not permit or suffer anything to be done or kept in the Unit which will increase the insurance rates on the Unit or the Common Elements or which will obstruct or interfere with the rights of other Owners or annoy other Owners by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in the Unit or on the Common Elements; permit loud and objectionable noises or obnoxious odors to emanate from the Unit, or play any electronically amplified musical instrument or device or operate a television set or any instrument or device in such a way as to create a nuisance to the Occupants of other Units. The opinion of a majority of the Board of Directors shall be binding as to whether a nuisance as aforesaid has been created.

## **16. ENFORCEMENT OF OWNERS' MAINTENANCE OBLIGATIONS**

**16.1 Compliance.** In the event a Unit Owner fails to maintain the Unit as described in this Declaration, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. In addition, the Association shall have the right to invoice the Unit Owner for the necessary sums to put the improvement in good condition and repair. After such an invoice, the Association shall have the right for its contractors, employees or agents to enter the Unit and do the work necessary to enforce compliance with the above provision.

**16.2 Owner Authority.** No Unit Owner, except as an officer of the Association, shall have any authority to act for or on behalf of the Association.



**16.3 Utility Services.** Utility Services, as used in the Condominium Act and as construed with reference to this Condominium, and as used in this Declaration, Bylaws, and Rules, shall include but not be limited to electricity, water, garbage and sewage disposal, cable television, telephone service and internet service.

**16.4 Enforcement.** The Association, its manager or other authorized persons are hereby empowered to enforce this Declaration and the Bylaws and Rules of the Association by such means as are provided by the laws of the State of Florida, including the imposition of reasonable fines as set forth from time-to-time in the Bylaws and Rules.

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

**16.6 Cost and Attorney Fees.** In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Bylaws, and Rules adopted pursuant thereto, and said documents as they may be amended from time-to-time, the prevailing party shall be entitled to recover reasonable costs of the proceedings and such reasonable attorney fees as may be awarded by a court.

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

**16.8 Fines.** In addition to its other remedies, the Association's Board of Directors is authorized to levy fines for a violation of the Condominium Documents or Association Rules. The Association may also fine a person for a violation of this Declaration, Articles of Incorporation, Bylaws or Rules according to the procedures contained in the Bylaws.

## **17. SALE, RENTAL, LEASE OR TRANSFER**

**17.1 Board Approval.** Except as provided in Subparagraph 17.4, *infra*, prior to the sale, rental, lease or other transfer of any Unit to any person other than the Unit Owner's spouse (or in the event of the Owner's death, to his personal representative or the beneficiaries of his estate) or another Unit Owner, the Unit Owner shall notify the Association in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and the price and terms of such proposed transaction. Within ten (10) days after the receipt of all required information, documentation, and transfer fee, the Board of Directors or such Committee or officer of the Association to whom the Board of Directors shall have delegated such responsibility, shall either approve or disapprove of the proposed sale, rental, lease or transfer, in writing, and shall notify the Owner of its decision. Failure to give such notice to the Owner within such time shall conclusively be deemed approval of the proposed transaction. The Association shall be authorized to charge a transfer fee in the maximum amount allowed by law and may require an interview of all prospective buyers, Tenants and other Occupants.

**17.2 Disapproval of Sale or Other Transfer.** In the event the Board of Directors (or Committee or officer) disapproves of the proposed sale or other transfer of a Unit, and if the Unit Owner still desires to sell or transfer the Unit, the Unit Owner shall, fifteen (15) days before such sale or transfer, give written notice to the Association of the intention to sell or transfer the Unit on a certain date and the bona fide price and other terms thereof, and the Association shall promptly notify all Unit Owners of the date, price and terms, in such manner as the Board of Directors shall have established. Unit Owners shall have the first right over non-Unit Owners to purchase

1386065.1

on the terms and conditions contained in the notice, provided that they so notify the Association in writing at least ten (10) days before the date of the intended sale or transfer, which information the Association shall promptly forward to the Owner proposing to sell or transfer the Unit. In the event the Owner giving notice receives acceptances from more than one Unit Owner, the selling Owner shall have the discretion to consummate the transaction with any of the accepting Owners he or she chooses. If no written notice accepting the price and terms is received from any other Unit Owner, the selling Owner may complete the transaction on the day and at the price and terms given in the notice. If the selling Owner fails to comply with the terms hereof, any other Unit Owner shall have the right to redeem the Unit from the purchaser subject to reimbursing the purchaser for any moneys expended, and immediately after such reimbursement, the purchaser shall convey all right, title and interest in the Unit to the Unit Member making the redemption.

**17.3 Disapproval of Rental or Lease.** In the event the Board of Directors (or Committee or officer) disapproves of a proposed rental or lease of a Unit pursuant to Article 17.1 or 17.4, then the rental or lease of the Unit shall not occur and the Association shall have no liability to the Unit Owner for lost rent or other damages. A disapproved Tenant shall not occupy a Unit.

**17.4 Short-Term Lease Exception.** The provisions of Article 17.1 shall not apply to rentals or leases of a Unit for a period of less than one year, but in the event of such lease, the Unit Owner shall, on or before commencement of the lease term, furnish in writing to the Association (on a form or application to be provided by the Association) the names and permanent residence addresses of the Tenants, the lease terms and such other information relative thereto as shall be provided in such form, and obtain the written approval of such lease or rental by the Board of Directors or its designated Committee or representative for such purpose, which approval shall not be unreasonably withheld; and no such short-term lease shall be valid without the Association's prior written approval; provided, however, that if such a short-term rental or lease is not disapproved within five (5) business days after receipt of the Association of the information and documentation as above provided and the transfer fee, the lease shall be deemed approved.

**17.5 Institutional Mortgage Exception.** Institutional mortgagees acquiring title to any Unit, either by foreclosure or voluntary conveyance to avoid foreclosure, shall be exempt from the provisions of Articles 17.1, 17.2, and 17.3.

**17.6 Tenant Violations.** If any Tenant violates any provision of this Declaration or the Rules and Regulations of the Association relating to use and occupancy of any Unit or Common Element and fail to cease such violation or correct the same immediately upon notification by the manager or the Association, the Association shall have the right to immediately terminate and cancel such tenant's lease and bring legal proceedings, if necessary, to evict such tenant, the cost of which, including reasonable attorney's fees, shall be the legal obligation of the Unit Owner to the Association unless the same shall be recovered from the tenant.

**17.7 No Subletting or Assigning.** No Tenant shall sublet or assign his or her lease without the prior approval of the Board of Directors or its designated Committee or officer.

**17.8 Rental Agent.** The Association is expressly prohibited from acting as rental agent for any Unit Owner. Provided, however, that the Association may, if it elects, designate a person (who may, but need not be, an employee of the Association) to act as general rental agent for all the Unit Owners, to the extent that such person may be authorized by law to act in such capacity; and with respect to any rental procured through the efforts of, or with the assistance of such agent, or in connection with which such agent in his or her capacity as such or in his or her capacity as an employee of the Association shall be called upon to perform services in addition to those normally provided by him or her as an employee to Owners occupying their own Units, such agent shall be paid by the Owner

a commission equal to a percentage of the gross rent paid on each such rental, payable proportionately out of the rental money as it is received; such percentage commission to be in the amount established from time to time by the Board of Directors of the Association.

**17.9 Incorporation into Lease.** All of the terms and provisions of this Article 17 of this Declaration, and all other provisions of this Declaration relating to the use, operation, and management of the Condominium Property shall be deemed incorporated in and made a part of any lease of any Unit, whether written or oral, and any person occupying any Unit of the Condominium whether as Tenant, Guest, Visitor or invitee, shall, by entering upon the same, be deemed to have consented and agreed to the same, and shall be bound thereby.

**17.10 Minimum Lease Standards.** In the interest of maintaining the quality and reputation of the Condominium, the Association shall have the authority to establish, from time to time, responsible minimum standards for furnishings to be provided in Apartments offered for rental, and reasonable minimum rental rates.

**17.11 Rental Term.** No Unit may be rented for a term of less than one month (that is, less than thirty (30) days or the month of February) during the months of January through April nor for a term of less than two weeks (that is, fourteen (14) days) during the balance of the year. A Unit may be rented for less than these periods if the Unit is not re-rented for the rest of the minimum rental period. As an exception to the above and upon prior notice to the Association, a Unit may be rented for any time period to a Family Member of such Owner.

## **18. MOLD AND MILDEW**

**18.1 Mold/Mildew.** Mold occurs naturally in almost all-indoor environments. Mold spores may enter a Condominium through open doorways, windows or other sources. The Unit Owner acknowledges that the Condominium Units are located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof. The Board shall have the authority to adopt Rules and Regulations regarding the maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperatures and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

**18.2 Disclaimer.** The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

## **19. HURRICANE PROTECTION**

**19.1 Hurricane Shutter Specifications.** The Board of Directors shall adopt hurricane shutter specifications for each Condominium building in accordance with Section 718.113, Florida Statutes. Unit Owners must obtain the written approval of the Association, through the Board of Directors, prior to the installation of any hurricane protection in or on their Units. Such installation must meet the current Florida Building Code in effect at the time of installation. Unit Owners shall be responsible to operate, maintain, repair and replace any hurricane protection so installed and said hurricane protection must be properly maintained, as determined by the Board of Directors.

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**19.2 No Material Alteration of Common Elements.** The installation, replacement and maintenance of hurricane shutters, impact glass and other code-compliant windows, or other hurricane protections in accordance with Section 718.113(5), Florida Statutes and specifications approved by the Board of Directors are not considered to be a material alteration or substantial addition to the Common Elements under the Condominium Act. The Condominium Act specifically authorizes the installation and upkeep of hurricane shutters and other hurricane protection by a Unit Owner without a vote by the Association Owners, and any provisions requiring a vote of the Owners are preempted by the law, and the Board may not refuse to approve the installation or replacement of any shutters conforming to the Association adopted specifications.

**19.3 Board Installed Hurricane Protection.** Upon the approval of a majority of the Voting interests present (in person or by proxy) at a membership meeting, the Board may install and maintain hurricane shutters and other hurricane protection for the entire Condominium. Once installed, the Board may operate the shutters and other protection without the permission of the Unit Owners when it is necessary to preserve and protect the Condominium Property. The expenses for the installation and maintenance of the hurricane protections installed by the Board of Directors are considered a Common Expense of the Condominium, but if the maintenance and repair of the shutters and other protections are assigned to the Unit Owners pursuant to the Declaration of Condominium, the expenses are the responsibility of the Unit Owner.

## **20. MISCELLANEOUS PROVISIONS**

**20.1 Priority.** 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 Condominium Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents shall control. The governing documents of the Association shall take priority in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (3) Rules and Regulations.

**20.2 Compliance with Fair Housing Laws.** There shall be no limitation upon the 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 when necessary to afford handicapped individuals an equal opportunity to use and enjoy the Condominium premises, or to comply with other legal requirements.

**20.3 Conflicts.** In the event of a conflict between any provisions of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Condominium Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. The Condominium Documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

**20.4 Interpretation.** The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Association's counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish that the interpretation is valid and binding.

## **21. CONDEMNATION**

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement

1386065.1

shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

## **22. ARCHITECTURAL STANDARDS**

Common Elements of the Condominium, exterior surfaces of Condominium Units, and structural components of the Condominium Property are either owned by or are for the benefit of all the Unit Owners in the community. They may not be modified or changed except in the manner as provided in the Condominium Act or Declaration of Condominium as originally recorded. This restriction also extends to the Limited Common Elements of the Condominium, such as porches, balconies, windows, and doorways. The permitted changes must preserve the architectural integrity of the exterior of the property and must be approved by the Board of Directors or by a certain percentage of the Unit Owners before they can be made. When the Condominium Documents or the Condominium Act permits alterations or modifications with the approval of the Board, approval cannot be arbitrarily withheld. To ensure consistency in the permitted alterations, the Board should maintain a set of policy standards to judge all Unit Owners' requests. This helps to ensure that rejections are not arbitrary.

## **23. INSURANCE, REPAIR AND REBUILDING**

**23.1 Owner's Insurance Responsibility.** Each Unit Owner must obtain and maintain a policy of homeowners insurance on all personal property located within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit, and any other item excluded from Association insurance coverage pursuant to Section 718.111(11), Florida Statutes, as amended from time-to-time. The Association shall not insure any of the above-referenced items excluded by Section 718.111(11), Florida Statutes, as amended from time-to-time. Such property and any insurance thereupon is the responsibility of the Unit Owner. However, the Association shall have the right to assume part or all of the maintenance of the various Units as determined by the Association's Board of Directors from time-to-time. Risk of loss or of damage to any furniture, furnishings, personal effects or other personal property of a Unit Owner, Tenant, Guest, Visitor, licensee or invitee, stored or maintained in a Unit or on the Common Elements shall be borne by the Unit Owner. Such Unit Owner may at the Owner's expense obtain insurance coverage for loss or damage to such personal property.

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

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

Insurance, exclusive of demolition, excavation and foundation costs, will be an adequate amount as determined by the Association Board. In its determination and as required by the Condominium Act, the Board will from time-to-time obtain independent property appraisals, and will balance in prudent fashion insurance coverage, insurance costs, and deductibles. The Association's Board of Directors shall have full authority as agent for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the

1386065.1

collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgage endorsements covering their respective interests.

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

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

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

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

In the event of destruction, either partial or substantial, of a Unit, the Owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair or rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the Owner of said Unit and/or the Association as may be required and to be received by the Association and/or the institutional mortgagee of said Unit as then agreed upon and held in escrow to apply to and assure the prompt payment of the cost of such repair and rebuilding. In the event that the Owner of an affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in the Owner's name and stead to cause the same to be commenced and diligently prosecuted at the Owner's sole cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding.

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

In the event of substantial destruction of a whole building (more than seventy-five (75%) per cent of the Units substantially destroyed), the Owners of the Units in the Condominium shall meet on not less than fourteen (14) days' notice and, under the procedure used by the Association for the calling and conduct of membership meetings, shall vote to determine whether said building shall be rebuilt or whether the insurance proceeds, if any, shall be accepted and apportioned among the Owners of Units in the destroyed building, or the lands sold, or some

1386065.1

other alternative followed, provided however, that said Owners shall be under an obligation to rebuild said building unless ninety (90%) percent out of a possible one hundred (100%) percent of the votes are for some other alternative.

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

#### **24. MANAGER'S APARTMENT**

Should the Association at any time or from time-to-time deem it advisable or desirable to provide a resident manager's Apartment, it may rent a Unit in the Condominium from any Unit Owner willing to so rent his or her Unit, in which event the Association may negotiate for and enter into a rental arrangement for such Unit, either furnished or unfurnished, and for a rental less or equal to, but not more than, the minimum rentals which may then be prescribed by the rules or regulations of the Association relating thereto, and notwithstanding any rules, regulations or restrictions relating to rentals set forth or provided for elsewhere in this Declaration; or the Association may purchase a Unit in the Condominium for use of a resident manager on such terms and with such arrangement for financing the same as may be approved by the Board of Directors of the Association.

#### **25. MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS**

**25.1 By the Association.** The maintenance of the Common Elements and Limited Common Elements shall be the responsibility of the Association as a Common Expense, except to the extent that such maintenance and repair is expressly made an obligation of Unit Owners elsewhere in this Declaration.

**25.2 By the Unit Owners.** Notwithstanding the obligation of Unit Owners to maintain and repair the same and certain portions of the Limited Common Elements as set forth elsewhere in this Declaration, in the event of loss or damage to a Unit or Limited Common Elements which otherwise would be the obligation of the Unit Owner to repair or replace, which is caused by or results directly from damages, accidents, or defects to or in the Common Elements, then such repairs or replacements to such damaged Unit or Limited Common Element (not including any personal property of the Owner) shall be the obligation of and shall be paid for by the Association as a Common Expense, and the Association shall be entitled to all insurance proceeds which may be payable on account of such loss or damage.

#### **26. ALTERATION OF THE COMMON ELEMENTS**

The Association shall have no authority to substantially or materially alter or add to the Common Elements (except for emergency alterations or additions determined by the Board of Directors of the Association to be necessary for the protection of the Unit Owners) without the prior approval thereof (upon recommendation of the

Board of Directors) by vote of not less than fifty-one percent (51%) of the Voting Interests of the Association. Such vote may be obtained at a duly-noticed membership meeting or by written agreement.

## **27. SMOKING AND THE CLEAN INDOOR AIR ACT**

In November of 2002, Floridians approved a constitutional amendment banning the smoking of all tobacco products in enclosed indoor locations where work is performed. The definition of "work" includes all indoor meetings of the Board of Directors, Committees of the Board, and meetings of the membership, and accordingly, no smoking is permitted at these meetings. The definition is also sufficiently broad to include all indoor Common Elements of the Condominium where any work or service is performed by an officer, director, manager, employee, contractor or volunteer, and the simple cleaning or maintenance of the enclosed Common Elements is sufficient to impose a ban on smoking within these areas.

It is the responsibility of the Board of Directors to establish appropriate policies prohibiting smoking in enclosed indoor workplaces within the Condominium, and policies may include the posting of "no smoking" signs as the Board deems appropriate. Persons violating the Clean Indoor Air Act are subject to a \$100.00 fine for the first occurrence and a \$500.00 fine for each subsequent occurrence.

## **28. AMENDMENTS TO DECLARATION GENERALLY**

**28.1 Proposal and Notice.** A resolution proposing an amendment may be proposed by either the Board of Directors of the Association or by at least thirty percent (30%) of the Voting Interests of the Association who call a special membership meeting for that purpose. Notice of the subject matter of a proposed Declaration amendment shall be included in the notice of any membership meeting at which a proposed amendment is to be considered. Such notice shall contain the full text of the Declaration provision to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be ~~lined-through-with-hyphens~~. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

*Substantial rewording of Article \_\_\_\_ of the Declaration. See existing Declaration provision as amended for present text.*

**28.2 Approval.** This Declaration may be amended at any time by an affirmative vote of fifty-one percent (51%) of the Voting Interests of the Association, except that an affirmative vote of one hundred percent (100%) of the Voting Interests of the Association shall be required to change the boundaries of any Units. Such Owner agreement may be obtained at a duly-noticed membership meeting or in writing.

**28.3 Recording of Amendment.** A copy of each Declaration amendment shall be attached to a Certificate of Amendment certifying that the amendment was duly proposed and adopted, which certificate shall be executed by the appropriate officers of the Association with the formalities of a deed. The amendment shall be effective when such Certificate and copy of the amendment are recorded in the public records of Sarasota County, Florida.



**29. LIMITATION ON LIABILITY OF THE ASSOCIATION**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall have no liability to the Unit Owners for the injury or damage other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements, or by Unit Owners or other persons. The Association shall only be liable for injury or damage if the negligence of the Association was the proximate cause of the injury or damage.

**30. TERMINATION OF CONDOMINIUM**

If all Unit Owners and the holders of all liens affecting any of the Condominium Property execute and duly record an instrument in writing terminating the Condominium Property, said property shall be deemed to be thereafter owned in common by the Unit Owners. The undivided interest in the property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed in its name by its President, attested by its Secretary, and its Corporate Seal affixed this \_\_\_ day of \_\_\_\_\_, 2016.

Signed, Sealed and Delivered in the

BAY TREE CLUB ASSOCIATION, INC.

Cheryl McInerney

By: Norm A Weiner  
As President

Jennifer Martin

Attest: Elizabeth Sloan  
Secretary

**APPENDIX**

**EXHIBIT "A" Legal Description**

**EXHIBIT "B" Condominium Plats**

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*2015 Amended and Restated  
Bay Tree Club, a Condominium  
Appendix*

**EXHIBIT "A"**

**TO DECLARATION OF CONDOMINIUM OF BAY TREE CLUB**

**DESCRIPTION OF PROPERTY**

The South 300 feet of the North 675 feet of U.S. Government Lots 1 and 2 of Section 32, Township 37 South, Range 18 East, and a piece of land of triangular shape contiguous to the last above described land above its NE corner and described as follows: Commencing at the U.S. Meander corner post located on the Section line between Sections 29 and 32, Township 37 South, Range 18 East, said post being located at the SE corner of U.S. Government Lot 7, of said Section 29, thence run South 375 feet for a point of beginning, then run North 75° 30' East 180 feet, more or less to the waters of Little Sarasota Bay, then run Southeasterly along the shore to a point due East of the POB, being also the NE corner of the first above described 300 foot wide strip of land, thence run due West along the North boundary of such 300 foot strip to the POB;

LESS a parcel of land heretofore conveyed to Henry A. Branch and Anna L. Branch, husband and wife (deed recorded in Deed Book 375, Page 374), such excepted parcel being described as follows: The South 58' of the following described land, to-wit: Begin at the Government meander corner post on shore of Little Sarasota Bay between Sections 29 and 32, Township 37 South, Range 18 East, then South 525 feet for a point of beginning, thence East and parallel with the section line 305 feet, more or less, to waters of Little Sarasota Bay; thence southeasterly along Bay to a point 150 feet south of north line; thence West and parallel with Section line 728 feet, more or less to east right of way of County Road; thence Northerly along road to a point West of beginning; thence East and parallel with section line 374 feet to point of beginning;

ALSO LESS Lots A, B and C, Navajo Place on Little Sarasota Key, Plat Book A, Page 65, Sarasota County Records, and any accretions lying westerly of said Lots A, B and C, and north of a westerly extension of the South line of said Lots A, B and C (said Navajo Place having been replatted by Plat recorded in Plat Book 5, Page 2, Sarasota County Records).

ALSO LESS right of way of Midnight Pass Road.



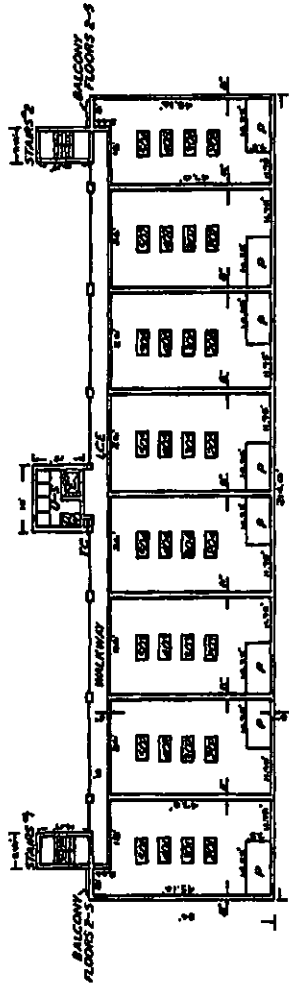
EXHIBIT "B"  
 BAY TREE CLUB  
 PAGE 2 OF 3 PAGES

APARTMENT DESCRIPTION

Each apartment is identified by, and shall be legally described by, reference to the number thereof and the building in which the same is located, the floor number of each apartment and correspondingly with the floor to which the same is located, e.g., the apartment located on the second floor of Building C in the area designated B71 or A18 which is described as Apartment B24, Building C.

APARTMENT NO.	UNREC. FLOOR	UNREC. CEILING
B1	403	405
B2	403	405
B3	403	405
B4	403	405
B5	403	405
B6	403	405
B7	403	405
B8	403	405
B9	403	405
B10	403	405
B11	403	405
B12	403	405
B13	403	405
B14	403	405
B15	403	405
B16	403	405
B17	403	405
B18	403	405
B19	403	405
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B30	403	405
B31	403	405
B32	403	405
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B34	403	405
B35	403	405
B36	403	405
B37	403	405
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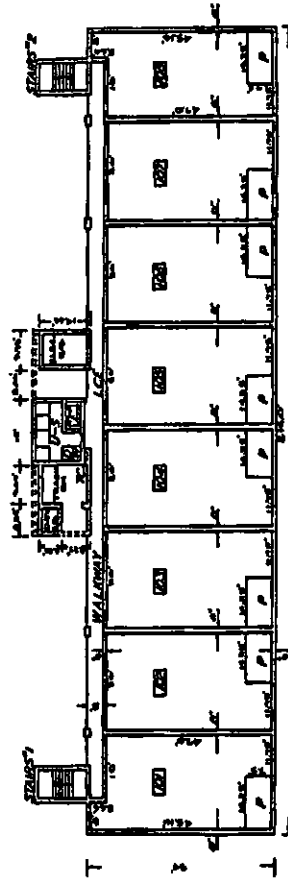
NOTE:  
 Except for apartments and Limited Common Elements, ALL other areas are Common Elements unless otherwise provided in the Declaration of Condominium. Unless otherwise specified in Declaration of Limited Common Elements included in an apartment's listing shall be limited to use by owners of apartments in such building.



FLOORS 2, 3, 4, 5 - BUILDING A

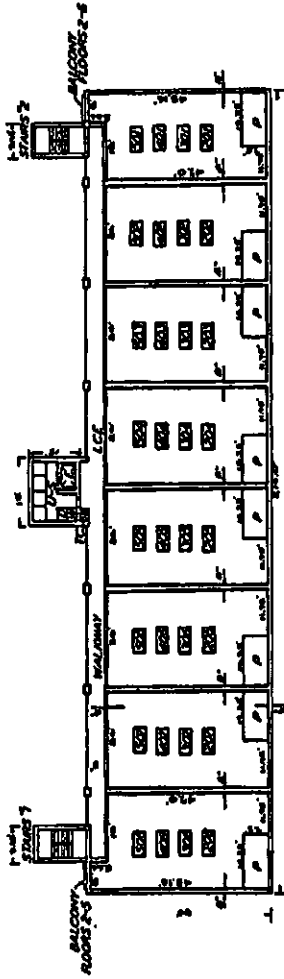
SCALE: 1" = 20'

- LEGEND
- LCE LIMITED COMMON ELEMENT
  - E ELEVATOR
  - S STAIRWELL
  - T TRASH CHUTE (LCE)
  - W WASHER (LCE)
  - D DRYER (LCE)



GROUND FLOOR - BUILDING A

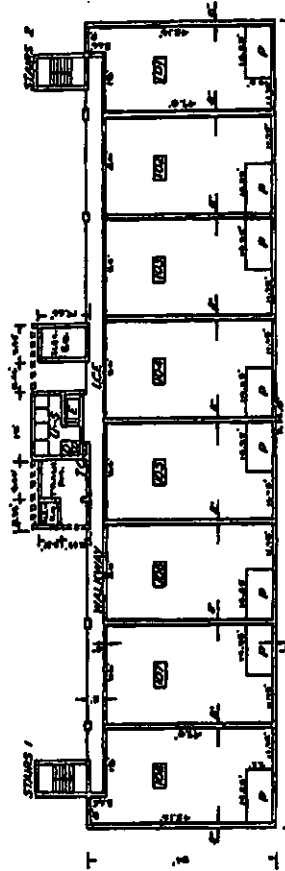
EXHIBIT "B"  
 BAY TREE CLUB  
 PAGE 3 OF 11



FLOORS 2, 3, 4, 5 BUILDINGS B & C

SCALE: 1" = 20'

- LEGEND
- LIMITED COMMON ELEMENT
  - P PORCH
  - U UTILITY
  - U.S. UTILITY - STORAGE ROOM (LCE)
  - 201 APARTMENT NO.
  - 7C TRASH CHUTE (LCE)
  - W WASHER (LCE)
  - D DRYER (LCE)



GROUND FLOOR BUILDINGS B & C

BUILDING "B"

APARTMENT NO.	UNDEC. FLOOR	UNDEC. CEILING
101	8'0"	18'0"
102	8'0"	18'0"
103	8'0"	18'0"
104	8'0"	18'0"
105	8'0"	18'0"
106	8'0"	18'0"
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BUILDING "C"

APARTMENT NO.	UNDEC. FLOOR	UNDEC. CEILING
101	8'0"	18'0"
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170	8'0"	18'0"
171	8'0"	18'0"
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192	8'0"	18'0"
193	8'0"	18'0"
194	8'0"	18'0"
195	8'0"	18'0"
196	8'0"	18'0"
197	8'0"	18'0"
198	8'0"	18'0"
199	8'0"	18'0"
200	8'0"	18'0"

388427  
 B L M C 12 B  
 B L M C 12 B  
 B L M C 12 B

REC. 895 n 574

408456

CERTIFICATE AND AMENDMENT

BAY TREE CLUB

a Condominium

FISHERMAN'S COVE, INC., a Florida corporation, the "Developer" under Declaration of Condominium of Bay Tree Club, recorded in Official Record Book 863, Pages 1 through 37, and plat thereof recorded in Condominium Book 4, Pages 19, 19A and 19B, Public Records of Sarasota County, Florida, does hereby make this Amendment and Certificate as follows:

A. Pursuant to Paragraph 4(B) (C) and (D) of said Declaration, said Declaration of Condominium and the graphic description of the improvements and plot plan thereof are hereby amended to relocate the common wall between Apartments 503 and 504, Building A, said common wall to be located as shown on Exhibit 1 attached hereto and made a part hereof by reference. By such change, Apartment 503, Building A, will be a three-bedroom apartment, and Apartment 504, Building A, will be a one-bedroom apartment.

B. Pursuant to Paragraph 25 of said Declaration, Developer certifies that Apartment Building "A" and the two cabana buildings shown on Exhibit 2 attached hereto and made a part hereof by reference (all of said buildings having now been constructed, but not having been constructed as of the date of execution of said Declaration of Condominium) are located as shown on said Exhibit 2 hereto, which shows any deviations in construction and location thereof from Exhibit "B" to said original Declaration. Developer further certifies that certificate as to swimming pool, now under construction, and remaining cabanas, all to be located on that portion of the condominium property lying westerly of Midnight Pass Road, will be made and placed of record upon completion of said improvements.

IN WITNESS WHEREOF, said Developer has caused this instrument to be executed this 10 day of May, 1971.

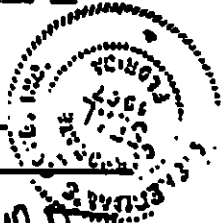
Signed, Sealed and Delivered in the Presence of:

Lester B. Bradley  
Edward F. ...

FISHERMAN'S COVE, INC.

By Gilbert Waters  
As President

Attest: Wm. S. Boylston  
Secretary

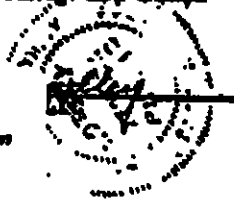


STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared GILBERT WATERS and WM. S. BOYLSTON, as President and Secretary of FISHERMAN'S COVE, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same as such corporate officers and as the act and deed of said corporation with full authority to do so.

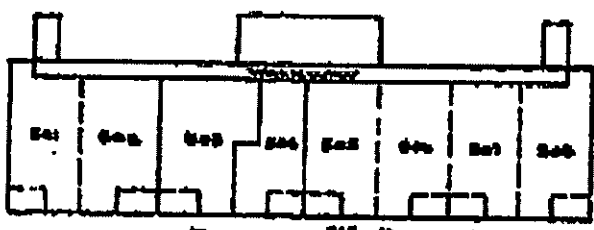
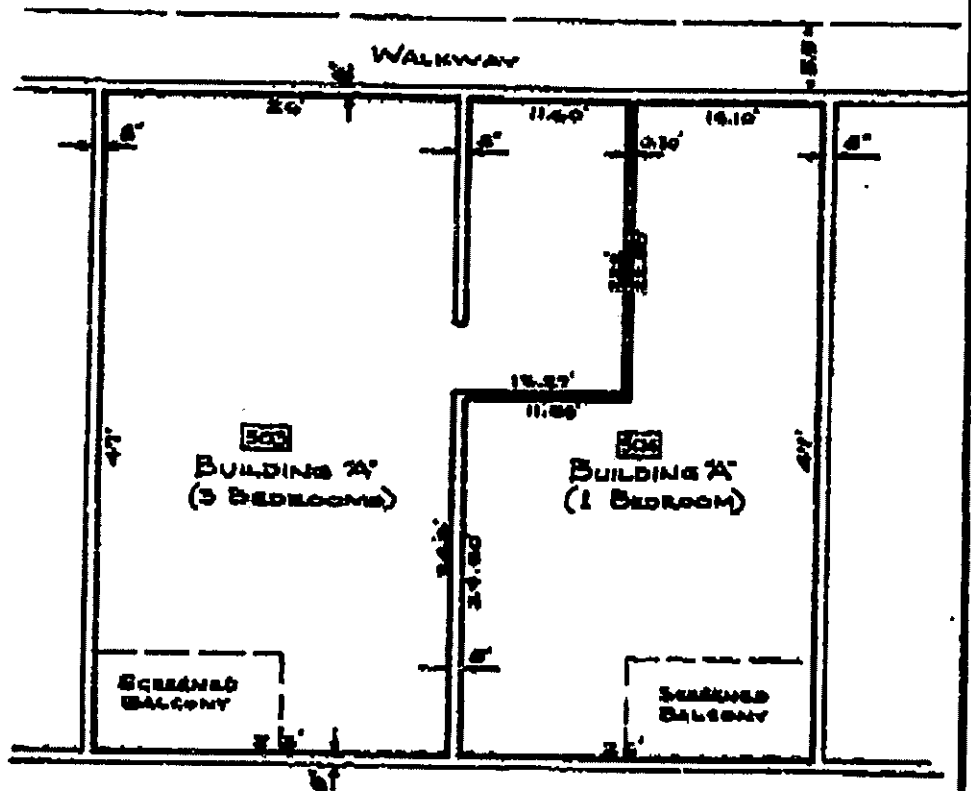
WITNESS my hand and official seal in the County and State aforesaid this 10 day of May, 1971.

My Commission Expires: COMPOSITE EXHIBIT "B"



REF. 805 IN 575

EXHIBIT I TO  
CERTIFICATE AND AGREEMENT  
BY THE CLUB  
& CONTRACTOR



BUILDING 7A, FLOOR 5

**CERTIFICATE OF SURVEY**

I, the undersigned Registered Land Surveyor, certify that the above drawing is a true and correct representation of the divisions shown on the ground map, except Agreement 300 and 301, Sections 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 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1000.

Dated this 10th day of 1979



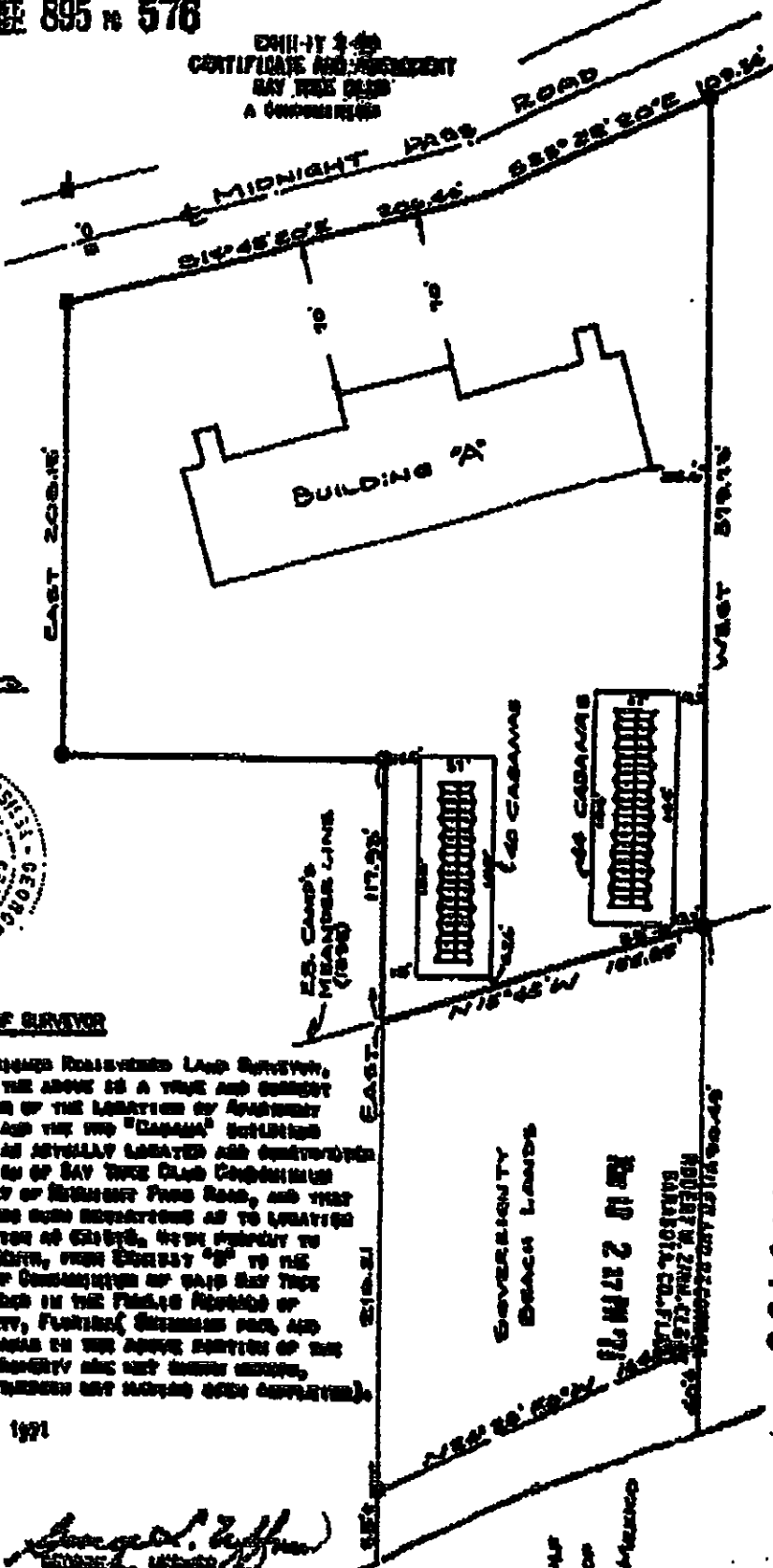
*George L. Johnson*  
 REGISTERED LAND SURVEYOR  
 FLORIDA LICENSE NO. 775



SEE 895 to 576

ENH-IT 1-49  
CERTIFICATE AND INCIDENT  
SAY TREE CLUB  
A COMMISSION

SCALE: 1"=60'



**CERTIFICATE OF SURVEY**

I, the undersigned Registered Land Surveyor, certify that the above is a true and correct representation of the location of Apartment Building "A" and the two "CASA" buildings shown above, as actually located and constructed on that portion of SAY TREE CLUB COMMISSION LOTS WEST OF MIDNIGHT PASS ROAD, and that the same were duly surveyed and located and constructed as shown, with reference to such instruments, from Survey "A" to the Declaration of Completion of said SAY TREE CLUB as shown in the Public Records of Brevard County, Florida (Said Survey and instrument shown are not shown here, construction shown are shown on plan).

Dated the 19, 1971

*George L. Uffner*  
 GEORGE L. UFFNER  
 Registered Land Surveyor  
 Florida License No. 12345

COMPOSITE EXHIBIT "B"

PAGE 6 OF 11

408458

NO. 10 217M 71

SEVERALTY BEACH LOTS

EAST 177.25'

N 15° 45' W 108.00'

N 82° 10' E 200.00'

WEST 198.70'

S 14° 45' 50" E 200.00'

MIDNIGHT PASS ROAD

BUILDING A

CASA

1240

REC. 957 12027

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM S. BOYLSTON  
OF BOYLSTON, JOHNSON, HARRISON & WEBB  
ATTORNEYS AT LAW  
SUITE ONE, 5140 OCEAN BLVD.  
SARASOTA, FLA. 33681

**CERTIFICATE AND AMENDMENT NO. 2  
BAY TREE CLUB  
& Condominium**

455110

FISHERMAN'S COVE, INC., a Florida corporation, the "Developer" under Declaration of Condominium of Bay Tree Club, recorded in Official Record Book 863, Pages 1 through 37, and Plat thereof recorded in Condominium Book 4, Pages 19, 19A and 19B, Public Records of Sarasota County, Florida, does hereby make this Certificate and Amendment No. 2 as follows:

A. Pursuant to Paragraph 25 of said Declaration, Developer certifies that the remaining cabana buildings, swimming pool, and driveway and parking areas, on that part of the condominium property lying westerly of Midnight Pass Road (construction of the same having now been completed, but not having been completed as of the date of execution of said Declaration of Condominium) are located as shown on Exhibit 1 attached hereto, which shows any deviations in construction and location thereof from Exhibit "B" to said original Declaration.

B. Pursuant to Paragraph 25 of said Declaration, Developer certifies that Apartment Building B (construction thereof having now been completed, but not having been completed as of the date of execution of said Declaration of Condominium) is located as shown on Exhibit 2 attached hereto and made a part hereof by reference, which shows any deviations in construction and location thereof from Exhibit "B" to said original Declaration. Further, pursuant to Paragraph 4 (b) (c) and (d) of said Declaration, said Declaration of Condominium and the graphic description of the improvements and plot plan thereof are hereby amended to relocate the common walls between certain apartments in said Building B, the relocated common walls being as shown on Exhibit 2 hereto, whereby Apartments 104, 105, 205, 305, 405, and 505, in said Building B, will each be a one-bedroom apartment, and Apartments 204, 304, 404, and 504, of said Building B, will be three-bedroom apartments, all other apartments in said building remaining as two-bedroom apartments.

IN WITNESS WHEREOF, said Developer has caused this instrument to be executed this 17 day of April, 1972.

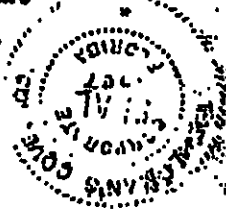
Signed, Sealed and Delivered  
in the Presence of:

FISHERMAN'S COVE, INC.

Clarence Wasserman  
Ernie Edwards

By Gilbert Waters  
As President

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

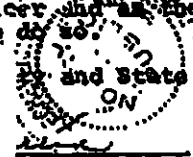


I hereby certify that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GILBERT WATERS, President of FISHERMAN'S COVE, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer and as the act and deed of said corporation with full authority to do so.

WITNESS my hand  
aforesaid this 17 day

My Commission Expires:  
Notary Public, State of Florida  
11, Central Ave. S.E. Sarasota, Fla.

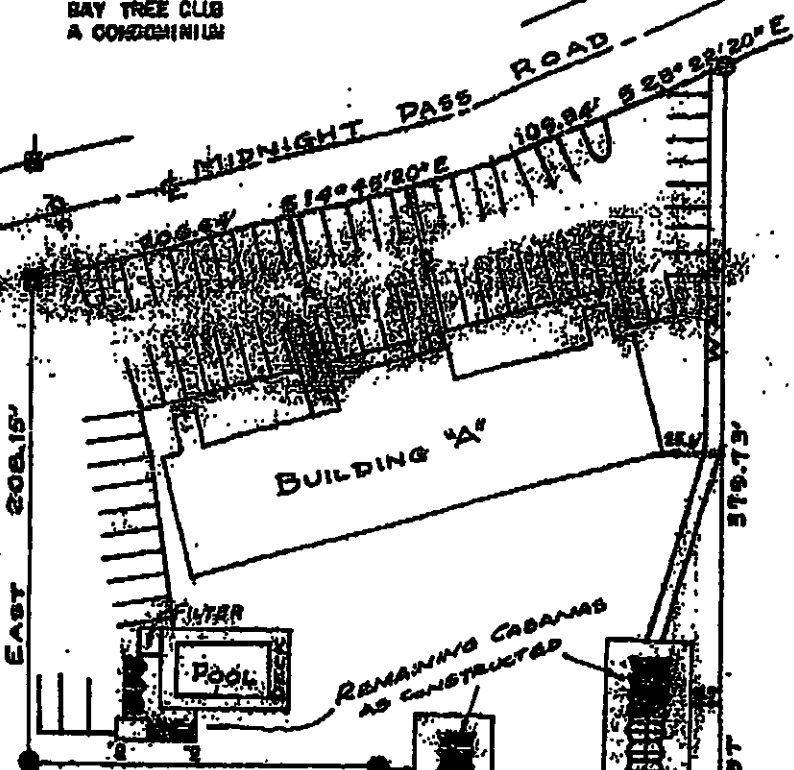
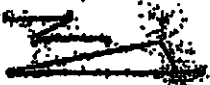
COMPOSITE EXHIBIT "B"  
PAGE 7 OF 11



By W. S. Boylston

EXHIBIT #1 TO  
 CERTIFICATE AND AMENDMENT NO. 2  
 BAY TREE CLUB  
 A CONDOMINIUM

SCALE: 1"=50'

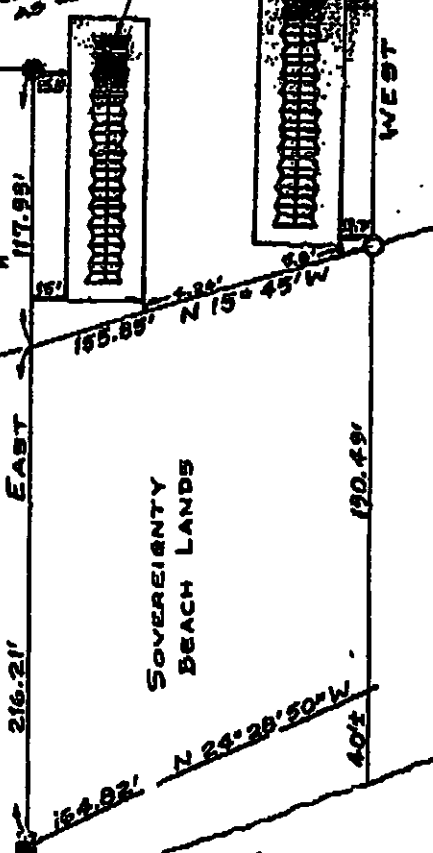


CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, CERTIFY THAT THIS EXHIBIT 1 IS A TRUE AND CORRECT REPRESENTATION OF THE LOCATION OF SWIMMING POOL, DRIVEWAY AND PARKING AREA, AND REMAINING "CABANAS" OF BAY TREE CLUB, A CONDOMINIUM IN SARASOTA COUNTY, FLORIDA, AS ACTUALLY CONSTRUCTED AND LOCATED ON THAT PORTION OF THE CONDOMINIUM PROPERTY LIES WESTERLY OF MIDNIGHT PASS ROAD, AND SHOWS SUCH DEVIATIONS AS TO LOCATION AND CONSTRUCTION AS THEY APPEAR IN SUCH IMPROVEMENTS, FROM EXHIBIT #1 TO THE DECLARATION OF CONDOMINIUM OF SAID BAY TREE CLUB AS RECORDED IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

Date: April 17, 1972

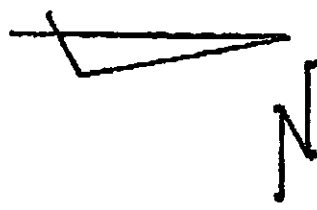
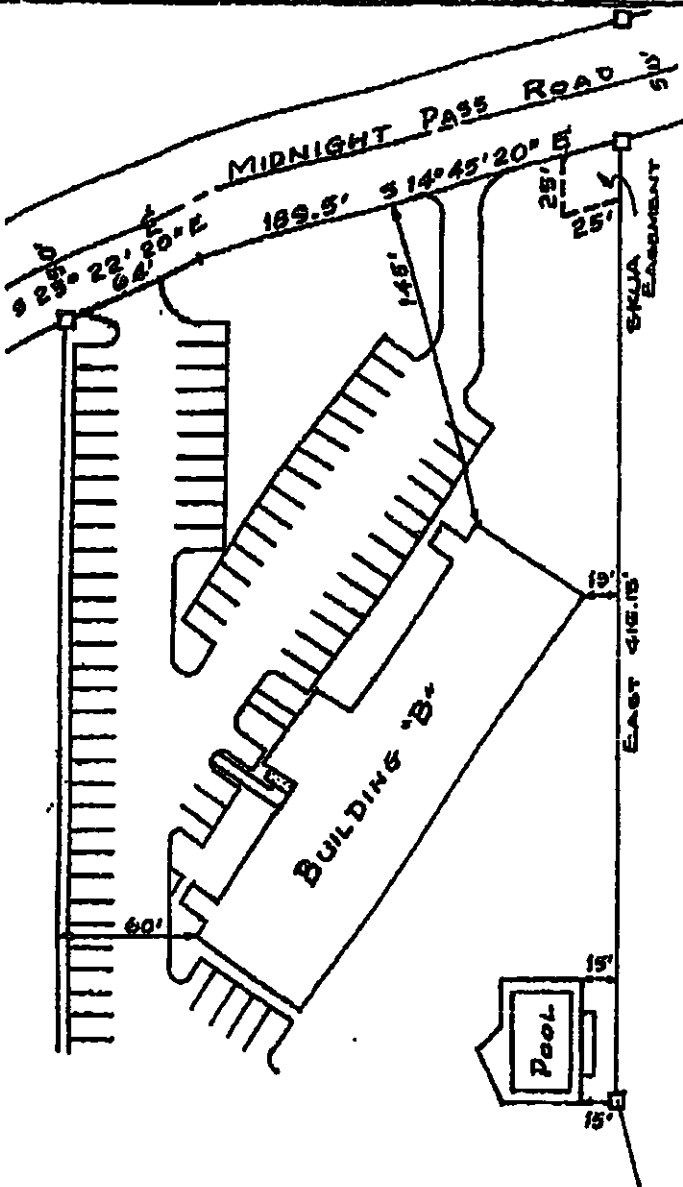
E. B. CAMP'S  
 2" MEASURER LINE  
 (181/85)



17 27 1972  
 GEORGE J.  
 REGISTERED LAND  
 FLORIDA LICENSE  
 11740

EXHIBIT #2 TO  
CERTIFICATE AND AMENDMENT NO. 2  
BAY TREE CLUB  
A CONDOMINIUM

PAGE 1 OF 3 PAGES



SCALE: 1" = 60'

BUILDING 'B' ELEVATIONS	APARTMENT	FLOOR	CEILING	UNDEVELOPED	CEILING
	101 - 108	8.0'	16.0'		
	201 - 208	17.53'	25.53'		
	301 - 308	27.49'	35.49'		
	401 - 408	37.5'	45.5'		
	501 - 508	47.5'	55.5'		

**CERTIFICATE OF SURVEYOR**

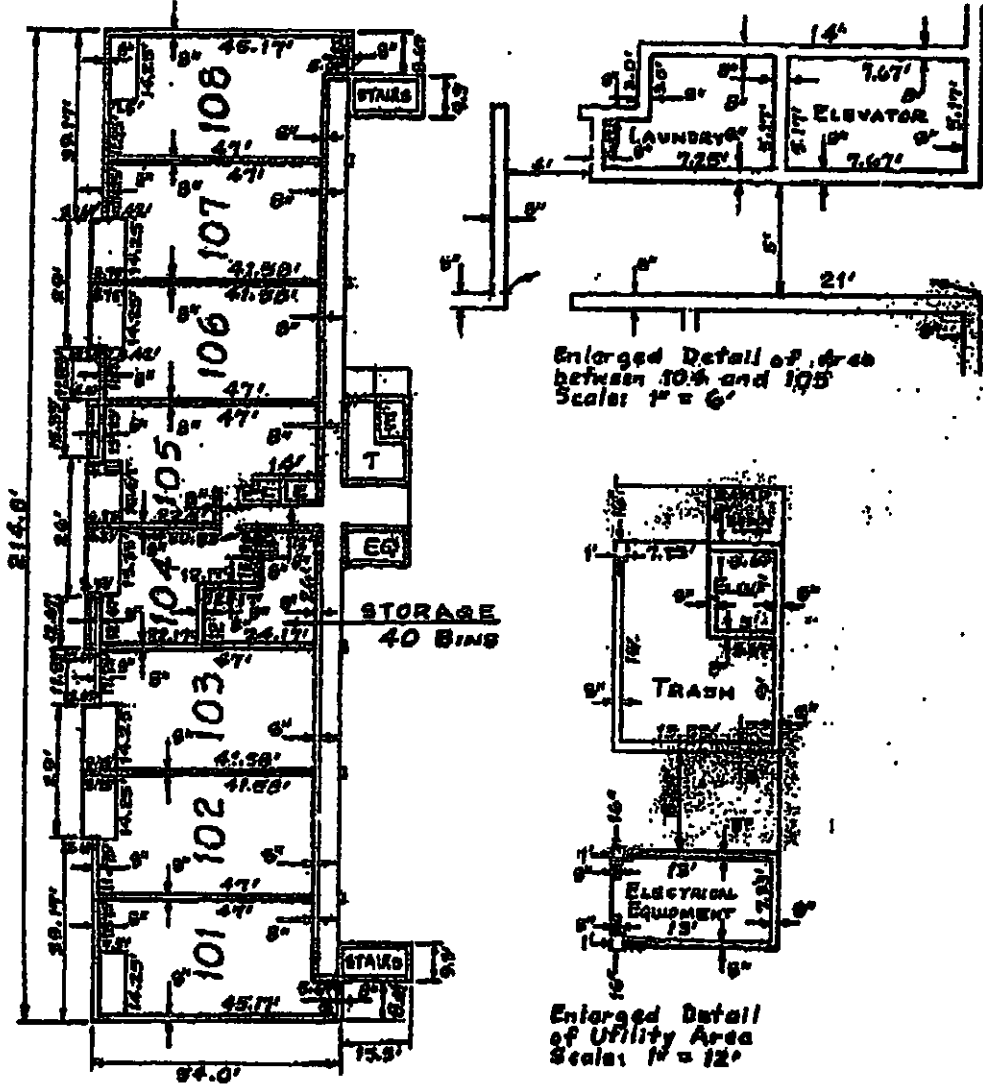
I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, CERTIFY THAT THIS EXHIBIT 2, CONSISTING OF THREE PAGES, IS A TRUE AND CORRECT REPRESENTATION OF THE LOCATION OF APARTMENT BUILDING "B" OF BAY TREE CLUB, A CONDOMINIUM IN SARASOTA COUNTY, FLORIDA, AS ACTUALLY CONSTRUCTED AND LOCATED ON THAT PORTION OF THE CONDOMINIUM PROPERTY LYING EASTERLY OF MIDNIGHT PASS ROAD, AND THAT THE SAME SHOWS SUCH DEVIATIONS AS TO LOCATION AND CONSTRUCTION AS EXIST, WITH RESPECT TO SUCH BUILDING AND THE APARTMENT UNITS THEREIN, FROM EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF SAID BAY TREE CLUB AS RECORDED IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THAT PAGES 2 AND 3 OF THIS EXHIBIT FURTHER SHOW THE REVISED BOUNDARIES OF APARTMENTS WHICH ARE NOW ONE BEDROOM AND THREE BEDROOM APARTMENTS, AND SPECIFY SUCH APARTMENTS AS ONE BEDROOM AND THREE BEDROOM APARTMENTS, RESPECTIVELY.

DATE: APRIL 17, 1972

COMPOSITE EXHIBIT "B"

PAGE 9 OF 11

*L. J. [Signature]*  
SURVEYOR  
10, 1995



SCALE: 1" = 30'

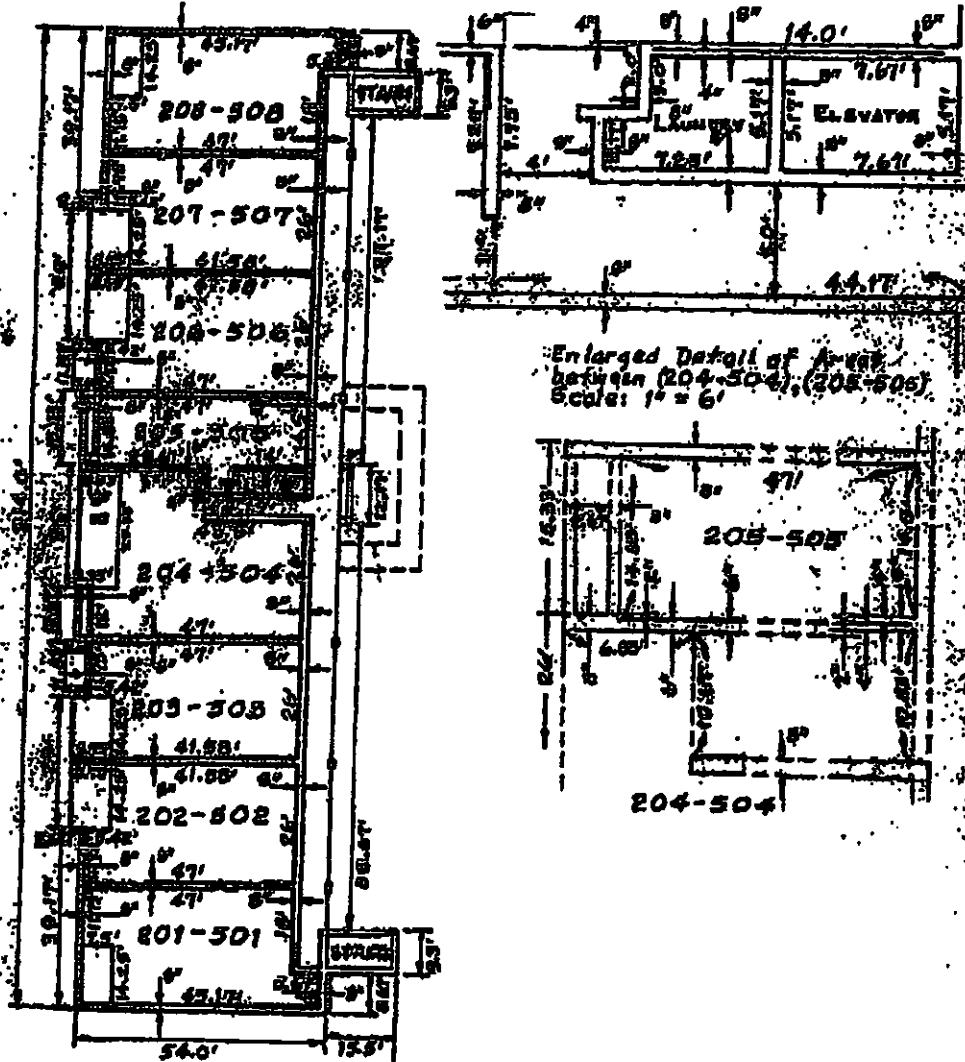
**GROUND FLOOR**

**BUILDING "B"**

ONE BEDROOM APARTMENTS: 104 AND 105

ALL OTHER APARTMENTS ON GROUND FLOOR ARE TWO BEDROOM.

EXHIBIT #2 TO  
CERTIFICATE AND ALIGNMENT NO. 2  
BAY TREE CLUB  
A CONDOMINIUM



SCALE: 1" = 30'

FLOORS 2, 3, 4 AND 5, BUILDING "B"

ONE BEDROOM APARTMENTS: 205, 305, 405 AND 505.

TWO BEDROOM APARTMENTS: 204, 304, 404 AND 504.

ALL OTHER APARTMENTS ON FLOORS 2, 3, 4 AND 5 ARE TWO BEDROOM.

71. MJ 22 21 51 844

W. J. L. SURVEYOR  
M. J. L. SURVEYOR  
C. J. L. SURVEYOR