

6/10/2016 3:00 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 1994572

PREPARED BY AND RETURN TO:
SYLVIA GOLDEN NORRIS, P.A.
SYLVIA GOLDEN NORRIS, ESQUIRE
1670 STICKNEY POINT ROAD
SARASOTA, FLORIDA 34231

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND REINSTATED DECLARATION OF CONDOMINIUM FOR
RINGLING PROFESSIONAL CENTER**

NOW ALL MEN BY THESE PRESENTS: that the undersigned, being the President and Secretary, respectively, of RINGLING PROFESSIONAL CENTER ASSOCIATION, INC., a not-for-profit Florida corporation, incorporated for the purposes of providing an entity of the operation of RINGLING PROFESSIONAL CENTER, a condominium, certify that the Amendment appearing below amends and reinstates the original DECLARATION OF CONDOMINIUM FOR RINGLING PROFESSIONAL CENTER, recorded in Official Records Book 1441, Page 1645, and all amendments thereto including, but not limited, to Official Records Book 1443, Page 1171, and Official Records Book 1487, Page 844 of the Public Records of Sarasota County, Florida. The Amendment which appears below was approved by membership at a Special Meeting of the Members held on May 10, 2016, as required by the Amendment provisions of the Declaration and as provided by Florida law.

**AMENDED AND REINSTATED DECLARATION OF CONDOMINIUM FOR
RINGLING PROFESSIONAL CENTER
EXHIBIT "A" CONSISTING OF # 29 PAGES IS ATTACHED HERETO AND
INCORPORATED HEREIN.**

RINGLING PROFESSIONAL CENTER ASSOCIATION, INC.

RR

SIGNATURE

ROBERT P. ONTIZ

PRINT NAME

[Signature]

WITNESS AS TO PRESIDENT

[Signature]

SIGNATURE

Gerald F Bishop

PRINT NAME

WITNESS AS TO PRESIDENT

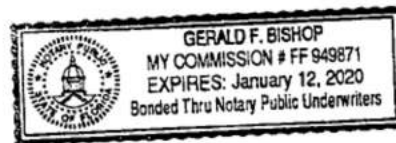
STATE OF FLORIDA
COUNTY OF SARASOTA

BY: ITS PRESIDENT

ATTEST:

[Signature]

JOHN SHARP
PRESIDENT



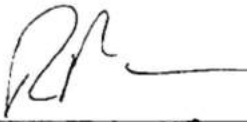
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 31 DAY OF MAY, 2016, BY JOHN SHARP, AS PRESIDENT OF RINGLING PROFESSIONAL CENTER ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION

[Signature]

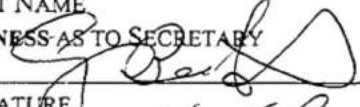
SIGNATURE
Gerald F Bishop

PRINT NAME
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/12/2020



 SIGNATURE
 Robert P. Ostrie

 PRINT NAME
 WITNESS AS TO SECRETARY


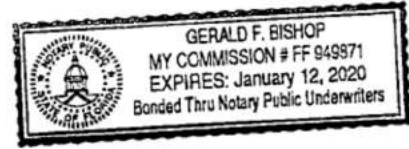
 SIGNATURE
 Gerald F. Bishop

 PRINT NAME
 WITNESS AS TO SECRETARY

BY: IT SECRETARY

ATTEST: 


 JONATHAN GORDON
 SECRETARY



STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 31 DAY OF MAY, 2016, BY JONATHAN GORDON, SECRETARY OF RINGLING PROFESSIONAL CENTER ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: 1/12/2020



 SIGNATURE
 Gerald F. Bishop

 PRINT NAME
 NOTARY PUBLIC

Declaration of Condominium
Ringling Professional Center
Amendment Disclosure

This disclosure is being provided to you to comply with section 718.110 of the Florida Statutes. In this Amendment there has been a substantial rewording of the Declaration of Condominium. The original Declaration contained many references to the Developer and different phases of the Condominium prior to their actual construction. The Condominium and the common elements have been completed for many years, and the Florida legislature has enacted mandatory provisions related to Condominium ownership and governance, which have also been included. Additionally, this Amendment incorporates the previous amendments both as to the phases and the voting percentages and ownership percentages as a result of same. Please refer to the originally recorded and filed Declaration and the recorded amendments thereto for the original text. Below is the present text which will be submitted to the membership for approval.

EXHIBIT A

DECLARATION OF CONDOMINIUM
OF
RINGLING PROFESSIONAL CENTER

Paragraph	Subject Heading	Page
	Table of Contents	
1	The Condominium Act	1
2	Name	1
3	Survey and Plot Plan	1
4	Ownership of Common Elements and Sharing Common Expenses	2
5	Common Elements	3
6	Association	4
7	Voting Rights	5
8	Common Expenses	5
9	Maintenance, Repair and Replacement	6
10	Insurance, Destruction and Reconstruction	10
11	Liability Insurance	12
12	Restrictions Upon Use	13
13	Sale, Transfer, Lease or Occupation of Unit	19
14	Assessments, Late Fees, Interest, Acceleration, Application of Payments and Liens	22
15	Rights of Institutional First Mortgages	24
16	Remedies for Default	24
17	Access and Encroachment Easement	25
18	Utility Easement	25
19	Parking	26
20	Amendments	26
21	Termination	27
22	Binding Effect	27
23	Severability	27
24	Conflict	28
25	Florida Statutes	28

AMENDED AND REINSTATED
DECLARATION OF CONDOMINIUM
FOR
RINGLING PROFESSIONAL CENTER

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, (the "Condominium Act") and Chapter 617, Florida Statutes, (the "Florida Not for Profit Corporation Act"), as may be amended, are incorporated by reference, and all provisions of both shall apply to this Condominium, except where inconsistent with or specifically excluded by this Declaration.
2. NAME. The name by which this Condominium shall be known and identified is RINGLING PROFESSIONAL CENTER, a Condominium.
3. SURVEY, PLOT PLAN AND UNITS DEFINED. The submission of the land to the condominium form of ownership by the original Declaration is and will remain effective. By adoption of this Amended and Reinstated Declaration of Condominium, the Association members adopt the amendments and also reinstate the Declaration and the Exhibits in its entirety. A survey of the land and plot plan locating the improvements and identifying each Condominium Unit and the common elements and their relative locations and approximate dimensions are attached hereto as "Composite Exhibit A". Composite Exhibit A includes both Plats originally referenced in the Declaration of Condominium recorded in Official Records 1441, Page 1645, and the two subsequent amendments to the Plat. For purposes of identification, such amendments to the Plat are recorded in Condominium Book 16, pages 49, 49A and 49 B, of the Public Records of Sarasota County, Florida, which were recorded in Official Records Book 1443 Page 1171, and Condominium Book 18, pages 12, 12A and 12B, of the Public Records of Sarasota County, Florida, which were recorded in Official Records Book 1487, Page 844. The locations, dimensions, descriptions, identifications and numbering or lettering of the respective

Condominium units shall be as described in Composite Exhibit "A" and any subsequent amendments. As provided herein a Unit shall also be defined as and its boundaries shall consist of the space designated in Composite Exhibit A as referenced in the recorded Plats. In the event the actual physical location of any Unit at any time does not precisely coincide with Composite Exhibit A and any subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Composite Exhibit A. In the event of a total or substantial destruction of any building, the locations, dimensions and descriptions of the respective units as contained in the Composite Exhibit "A" and subsequent amendments will control.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES.

The ownership and the undivided shares of the respective Condominium units and the common elements and the manner of sharing common expenses and owning common surplus shall be as set forth below. The voting interest for each Owner is determined by the Unit owned, and does not equate to one (1) vote per Unit owned. The voting interest percentage attributed to each Unit falls into one of four categories as provided herein. When calculating the approval needed for any amendment to the Declaration or for any other action which requires the members' consent or approval, the total voting interest percentage shall be used.

A. As to the following Units: 103, 104, 107, 108, 111, 112, 115, 116, 117, 118, 123, 124, Unit 203E, 206, 207, 211, 216, 217, 218, and 219, each Owner shall own and be responsible for 2.0% of the common elements and common expenses.

- B. As to the following Units: 101, 102, 105, 106, 109, 110, 113, 114, 119, 120, 121, and 122, each Owner shall own and be responsible for 2.6% of the common elements and common expenses.
 - C. As to the following Units: 201, 202, 204, and 210, each Owner shall own and be responsible for 3.73-1/3% of the common elements and common expenses.
 - D. As to the following Units: 203D, 208, 209, 213, 214, 215, 220 and 221, each Owner shall own and be responsible for 1.73-1/3% of the common elements and common expenses.
5. COMMON ELEMENTS. Any right, title or interest in a Condominium Unit shall automatically carry with it, as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the Owners of the other Condominium units in Ringling Professional Center. As of the date of this Declaration all of the common elements in the previous phases have been merged, which merger notice was recorded in Official Records 1487, Page 844 of the Public Records of Sarasota County, Florida. The common elements shall include, but are not be limited to:
- A. All of the above-described land as is recorded in the public records;
 - B. All improvements, and parts thereof, which are not included within the boundaries of the respective Condominium units as same is defined in this Declaration, the Plat, including the descriptions and Plat note definitions, and as may be provided by Florida law;
 - C. Any utility areas and installations and all utility services which are available to more than one Unit or the common elements and which are not owned by the

respective utility companies, including easements through the units necessary to provide such services;

- D. All parking areas, driveways, and other means of ingress and egress;
- E. All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables or wires, which are not owned by utility companies and are located within the common elements up to the interior surface of the Unit wall;
- F. All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;
- G. All structural beams, posts and components within a Unit and an easement of support in any portion of a unit, which contributes to the support of the building;
- H. All alternations, additions and further improvements to the common elements; and
- I. Any lands owned by the Association and submitted to Condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, or as otherwise required pursuant to Chapter 718, Florida Statutes.

The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements, except as they may be restricted by the reasonable and uniform regulations duly adopted by the Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

6. ASSOCIATION. The entity responsible for the operation of the Condominium is an incorporated Association known as RINGLING PROFESSIONAL CENTER ASSOCIATION, INC., a Florida not-for-profit corporation, (the "Association"). All persons or entities owning a vested present interest in the fee title to any of the

Condominium units in Ringling Professional Center evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, shall automatically be members of the Association. Membership in the Association shall terminate as their vested interest in the fee title terminates by virtue of a proper instrument duly recorded in the Public Records of Sarasota County, Florida. All of the affairs and property of the Condominium and of the Association shall be controlled by the Association through its Board of Directors. The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration as same may be amended from time to time.

7. VOTING RIGHTS. The voting percentage for each Owner is determined by the Unit owned, and not all Unit Owners shall have the same voting percentage. The voting percentage an Owner has equals the percentage of the Owner's undivided share of ownership in the common elements and common expenses as provided in paragraph 4 above. If a Unit is owned by more than one Owner, there shall be no apportioned voting between or among said Unit Owners. Voting for units subject to joint ownership or which are otherwise owned by a corporate entity, a trust or in any other non-individual capacity shall be effectuated by a voting certificate signed by all record Owners or as otherwise provided by Florida law.
8. COMMON EXPENSES. The common expenses shall include, but are not limited to the following:
 - A. Costs of operation, maintenance, repair and replacement of the common elements or Association owned property;

- B. Costs and expenses related to the management of the Condominium and administrative costs of the Association including professional fees, legal fees and property management fees;
- C. Costs of water and sewerage service, electricity and other utilities which are not metered to the individual Condominium units;
- D. Damages to the Condominium property in excess of insurance coverage;
- E. Premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein, which may be obtained by the Board or which may be required by Florida law, and shall further include any deductibles paid in connection with any claims;
- F. Costs of painting, maintaining, and repairing the exterior surfaces of all improvements or the common element property;
- G. All other costs and expenses that may be duly incurred by the Association from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.

9. MAINTENANCE, REPAIR AND REPLACEMENT.

- A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expenses all of the Association property and all of the common elements as defined herein, which shall include, but is not limited to the exterior walls, roofs, foundations, and slabs of the Unit buildings, except those portions of the common elements which are to be maintained, repaired and replaced by the Unit Owners as may be provided for hereinafter. As to water and

waste lines, the Association shall only be responsible for the main distribution lines up to the line serving an individual unit. As to electrical, telephone or data lines, the Association shall only be responsible for those main lines serving as a distribution line or any line that serves more than one unit, provided such repair, maintenance or replacement is not otherwise the responsibility of any utility, municipality or county entity servicer. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. As the units are used for commercial purposes, the Association shall take those measures to be the least intrusive to a Unit Owner's business, but the Association is not required to conduct any such repairs after hours. Provided an Owner has obtained casualty insurance for the owner's unit for full replacement value, and except to the extent such damage is covered by insurance maintained by the Unit Owner, damages caused to a Unit or its contents due to known and unknown defects in the common elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion into the Unit from or through the common elements shall be repaired, replaced or compensated for by the Association as part of the common expenses. Unless prohibited by Florida law, the Unit Owner's insurer shall not have a right of subrogation for such damages against the Association. The exterior surfaces of all improvements (other than window panes/glass and sliding glass

doors which shall be an Owner's obligation), to include exterior doors and the walls in exterior entranceways, balconies and terraces, shall be maintained by the Association notwithstanding that portions thereof may be located within the boundaries of a unit.

B. BY THE UNIT OWNERS. Each Unit Owner shall maintain, repair and replace all property within the confines of the Owner's unit, which is not part of the common elements as those terms are defined in this Declaration, Chapter 718, Florida Statutes, or as set forth in the Plat, except as otherwise provided herein. A Unit Owner shall be responsible for maintaining, repairing and replacing the following:

1. All paint, finishes, coverings, wallpaper, blinds, window treatments and decorations of all interior walls, floors and ceilings;
2. All built-in shelves, cabinets, counters, storage areas, fixtures and closets;
3. All refrigerators, stoves, ovens, disposals, dishwashers and other kitchen appliances or equipment and all bathroom fixtures, equipment and apparatus;
4. All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective unit;
5. All electrical lines between the Unit and its individual service panel or meter;
6. All water and waste lines between the Unit and the main distribution lines;

7. The heating and air conditioning system serving the Unit regardless whether located wholly within the boundaries of the Unit or not;
8. All windows and sliding glass doors. The glass in windows and sliding glass doors must be replaced with glass of the same or substantially similar type, quality, design and tint or shade as the original glass. Owners must seek Board approval prior to replacing any glass windows or doors. The Board may establish specifications and guidelines to ensure the exterior of the Condominium is aesthetically similar to what exists at the Condominium and to allow the Owner to install hurricane grade windows to protect an Owner's unit.
9. All interior doors, walls, partitions, and room dividers. Exterior exit doors shall be the responsibility of the Association and not the Unit Owner.
10. All furniture, business equipment, computers, furnishings and tangible personal property items contained or located within the respective unit.

In the event an Owner fails to properly maintain and repair the Unit or to otherwise meet the obligations set forth herein, the Association may make such repairs as the Board may deem reasonably necessary or retain vendors to effectuate such repairs or maintenance, and the cost thereof shall be assessed against such Unit Owner, provided the Owner was given fifteen (15) days written notice prior to such action. In the event of an emergency, the Board may proceed with taking any reasonable corrective action to protect the Owner's unit, the common elements or another Owner's unit. The notice requirements as set forth herein do not apply in the event of an emergency involving impending

substantial harm to property or the health, safety and welfare of an Owner, occupant or invitee. Payment for such cost and expenses incurred by the Association shall be made by the Owner thirty (30) days from receipt of any invoice. If said invoice is not timely paid, then the Association shall have a lien against the Unit for the costs and expenses incurred for the corrective action that is undertaken, to the same extent as is provided by the Condominium Act for unpaid assessments, to include interest at the rate of 18% per annum, or the highest rate permitted by law, late fees and reasonable attorneys' fees. In addition to the above, the Association shall have all other enforcement options as set forth in this Declaration and as provided by the Condominium Act.

10. INSURANCE, DESTRUCTION AND RECONSTRUCTION.

A. ASSOCIATION RESPONSIBILITY. As agent for and on behalf of the Unit Owners and their respective mortgagees, the Association shall obtain and maintain fire and extended property and casualty coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire Condominium, comprised of the common elements and personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association as a common expense. The Association Board of Directors shall have full authority as agents for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be maintained by the Association as an official record and the institutional first mortgagees, upon request, shall be furnished mortgagee endorsements covering their respective interests.

- B. UNIT OWNER RESPONSIBILITY FOR COVERAGE. Each Unit Owner shall be responsible for insuring the Owner's Unit as same is defined herein and the Owner's personal property located within the Unit and any improvements made by the Owner within the Unit, which are not covered by the Association policy or are otherwise excluded as provided herein or by Statute. By way of example and not limitation, such Owner's policy should provide coverage for all floor, wall and ceiling coverings, window and glass panes and sliding glass doors, any appliances, fixtures, computers, business equipment and any other personal property items contained within the Unit boundaries.
- C. MANAGEMENT OF INSURANCE PROCEEDS. In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association. If said proceeds are in excess of \$500,000, the funds may be transferred to a banking corporation having trust powers and selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Directors. Any expenses related to the appointment of a trustee shall be a common expense. If the proceeds are less than the dollar limit as provided herein, said funds shall be disbursed upon written draw requests signed by the president and treasurer of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction (or if applicable, the trustee's costs and reasonable fees), and the Condominium has not been terminated as provided for by this Declaration or by Statute, then the Association

shall supply sufficient additional funds as a part of the common expenses of the Association. Unless prohibited by Florida law, the Association's insurance carrier shall not have a right of subrogation against a Unit Owner. If it is determined that the damage was proximately caused by the negligence or willful conduct of a Unit Owner, such Unit Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds. The Association shall have a lien for any such amount, plus interest at the rate of 18% per annum from the date of such assessment, or the highest rate permitted by law, and reasonable attorneys' fees and costs, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any payment due the Association shall be considered delinquent if not paid thirty (30) days after written demand to the owner. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus or otherwise maintained or disbursed as provided under Florida law.

D. TERMINATION. In the event of a total or substantial destruction of all of the Condominium improvements, to include specifically economic waste or impossibility, the applicable procedures governing any termination of the Condominium shall be as set forth in this Declaration and section 718.117, Florida Statutes, as may be amended from time to time.

11. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common

expenses. The Board of Directors shall have the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon any such claims, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the Owner's unit, as Owner may deem appropriate.

12. RESTRICTIONS UPON USE. No Owner, tenant or other occupant of a Condominium Unit shall:

- A. Use the Unit for any residential purpose or function for any period of time as Ringling Professional Center is deemed a commercial Condominium, and all units are intended to be used only for carrying on or conducting a business or a professional office.
- B. Allow, permit, conduct or maintain on the Condominium any business related to preparation, manufacturing, packaging or collection of food, groceries or perishables for human or animal consumption nor shall any food service business or similar use be allowed to operate, to include restaurants, eateries, cafés, any on-site food provider or the like. As a professional center, it is further intended to limit the use and occupancy of all units to professional offices such as accounting, bookkeeping, legal, financial, medical, and other similar types of business activities.

- C. Adversely affect the uniform exterior appearance of the building and, by way of example and not limitation, shall include paint or any change or alteration of the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; tint, color or otherwise treat or apply any material or visible product to any window; place or affix any sun screen, blind, shade or awning on any balcony or exterior opening; place or affix any drapery or curtain at or about the windows of any unit; provided, however, a solid-colored liner facing the exterior of the Unit that meets the specifications or guidelines set by the Board may be installed or used.
- D. Locate, place, install or affix any planting, greenery, growing fixtures or pots, decorative items or articles of personal property outside of the confines of the Unit, which shall include a prohibition for any Owner to place, plant, insert or otherwise establish any such item on the common elements, to include, but not limited to, any hallway, stairwell, parking area or path of egress or ingress.
- E. Erect, install or place any exterior lights outside of the Unit boundaries.
- F. Erect, install or place any signs, pictures or symbols within the common elements or attach any such item to any structures or fixtures within or about the common elements or in the windows or on the exterior of the Unit doors. However, business identification signage is allowed to be placed by the Owner on the exterior of the individual Unit Owner's entry door, provided Owner complies with any rules and regulations or guidelines established by the Board. All such signage placed on the exterior door shall be a decal type sign and shall only be placed in the glass insert area of the door, unless otherwise approved by the Board in writing. To ensure

conformity as to the size, form, style and placement of the signage and convenience to Owners, Owners shall contact the Board or the manager for a recommended vendor(s) who has provided Board approved signage. The cost for signage to be placed on the Unit's door as provided herein is a Unit Owner expense. The Association and its Board may also establish an area or areas on the common elements of the Condominium where additional signage may be available to allow customers, clients and invitees to identify the location of a Unit Owner's business. To ensure a uniform appearance, the Association shall provide at its expense one time during the Unit Owner's ownership, one name and unit identification plaque upon written receipt of a written request. In the event any Owner or Tenant of an Owner leasing the Unit requests to modify such signage as to the name, the costs and expenses associated therewith shall be at the Unit Owner's or Tenant's expense. Signage related to towing of unauthorized vehicles or other such notices, whether permanent or temporary in nature, may be placed or located on the common elements as determined by the Board.

- G. Make any structural additions or alternations (except the erection or removal of non-support carrying interior partitions wholly within the unit). In the event of any such permissible alteration is undertaken, same shall be performed by a licensed contractor, with required permits secured, if necessary, and in accordance with applicable building codes, laws and ordinances. Prior to the institution of any work, the plans and specifications and a schedule of work commencement and completion shall be first provided to the Board and approved by the Board in writing. The Board shall respond to any such written submission within fifteen (15)

days after receipt of all required paperwork or documentation, and if no response to such request is provided to the Owner or requesting party, same shall be deemed approved by the Board.

- H. Fasten, install or affix any equipment, shelving, pictures, fixtures, mirrors, objects d'art, curtain rods or other items to the walls or ceiling of a unit, unless same may be removed without substantial damage to the wall or ceiling structure. As to second floor units, in order to reduce noise transmission to first floor units, any floor coverings other than carpet must be approved by the Board of Directors prior to installation.
- I. Permit excessive loud or objectionable noises or obnoxious odors to emanate from the Unit that may cause a nuisance or infringe upon the right of quiet enjoyment of other Unit Owners, their guests, invitees or tenants, or cause or permit any nuisance, immoral, or illegal act in the Unit or on the common elements.
- J. Make any use of a Unit which violates any laws, ordinances or regulations of any governmental body.
- K. Fail or prohibit the Board of Directors or its designated agent to enter the Unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, and the rules and regulations of the Association in regard to the use of the units.
- L. Erect, construct or maintain any wire, satellites or antennas outside of the Unit boundaries.
- M. Erect, maintain, accumulate or place any unsightly objects, rubbish, garbage or refuse receptacles, or other equipment or structures outside of the Unit boundaries

or on or in any of the common elements; other than proper disposal in the receptacles provided therefore. Every Unit Owner shall at all times maintain the Unit in a clean and sanitary condition.

- N. Permit or suffer anything to be done or to keep any substance in the Condominium Unit or in the common elements which will increase insurance rates on any Unit or on the common property or which may otherwise constitute a fire or health hazard.
- O. Divide or subdivide a Unit for purpose of sale or lease; however, a Unit may be combined with an adjacent Unit and occupied as one unit, provided Board approval is obtained as provided herein.
- P. Obstruct or deny entry or access to the Condominium property, to include ingress or egress, the parking areas, stairways or other areas of the common elements or to any other unit.
- Q. Make use of the common elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.
- R. Lease, sell or transfer any Unit unless approval has been received by the Board of Directors and the lease complies with the following:
 - 1. No less than an entire Unit may be leased.
 - 2. No lease shall be for a period of less than six (6) months.
 - 3. No Unit may be leased for more than two times in any calendar year, unless necessitated by the default of a tenant, so that the professional character of this Condominium shall be maintained and does not become a facility for transient businesses, practices or operations.

4. When a Unit has been leased or is occupied by others, the Unit Owner shall not have the right to use the common elements and facilities except as a guest of another Unit Owner or lessee.
- S. As this is a commercial Condominium, and not a residential community, the primary purpose of the Declaration restrictions is to foster business activity. In accordance with any Federal and Florida law, service animals are permitted on the Condominium property, whether owned by a Unit Owner, an invitee, guest or tenant of any Owner. Any such service animal shall be under the control of the animal's Owner or handler at all times (such as a secured leash) when in, on or about the common elements. The animal's Owner or handler shall be responsible for proper disposal of any pet waste. In all other cases, while an Owner or a tenant (if permitted under the lease between the Tenant and Owner) may bring a pet to the Condominium and to the Owner's unit, Owner acknowledges that this is not an unrestricted right and it is a privilege that may be withdrawn. The Board shall have the right to promulgate additional rules regarding the presence of animals. If it is determined in the Board's sole, but reasonable discretion that any animal's presence is disruptive to conducting of business, or the animal poses a safety risk due to aggressive behavior, or the Owner has not complied with the pet rules, then the Board shall have the right to deny further permission for said animal to be allowed at the Condominium or the Unit and the animal's Owner shall be notified in writing of said prohibition.
- T. Park vans, trucks, boats, campers, trailers, mobile homes and similar vehicles in any parking area, unless, in the case of a van or pick-up truck, such vehicle is for

the personal use of a Unit Owner, a tenant of a Unit Owner, or the business invitees or customers of an Owner. Service vehicles are permitted to park during the time they are actually serving the Unit Owner or common elements.

U. Enclose or otherwise modify any entranceway, patio, porch or balcony.

13. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the nature of Condominium ownership, to include but not limited to sharing of the common elements, the following transfers shall be subject to Association approval:

A. SALE OR LEASE. No Unit Owner may transfer any interest in a Unit whether by sale or lease without the approval of the Association, except to another Unit Owner provided the Owner has paid all assessments or other amounts owed to the Association and the Owner is in compliance with the Declaration.

B. GIFT, DEVISE OR INHERITANCE. Written notice shall be provided to the Association within thirty (30) days of any such transfer of title, if any Unit shall be acquired by gift, devise, inheritance or any other means of transfer not herein set forth. Notwithstanding the absence the approval as provided herein, all use restrictions shall be in full force and effect as to any such transfer.

C. APPROVAL PROCESS. The following procedures shall govern the lease or sale of a unit, unless otherwise exempted as provided herein.

1. SALE OR LEASE. A Unit Owner intending to make a bona fide sale or lease of the Owner's unit, or any interest therein, shall be required to provide the Association with written notice of such intention, together with the name and contact information of the prospective purchaser or

lessee and such other information as may be reasonably required by the Association. Upon the receipt an Owner's intention to lease or sell a Unit in the Condominium, the Board or a designated Association representative shall provide the Owner with the application for submission. The application process may also include a financial or criminal background check, the cost of which shall be paid by the prospective lessee or purchaser. In addition, as provided by Florida law a reasonable application and/or transfer fee may be charged and the fee for same shall be set by the Board of Directors. Provided all required documents have been submitted and any fees required to be paid have been paid, the Association shall provide a response to the Owner within fifteen (15) days. In the event of a lease, the Owner's notice and application must include a fully executed copy of the lease. In the event of a sale, a copy of the sales contract shall be provided. The Board may disapprove a lease or sale if an Owner is delinquent in the payment of the Association assessments or other funds owed to the Association. In addition to the requirements set forth herein, when considering such applications, a primary consideration by the Board will include the type of business or profession, the professional and business character and reputation, and the financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver nor estop

the Association from enforcing this provision in any other instance. This provision shall also apply to any assignment of a lease or sales contract.

2. DENIAL. It is the intention of this Declaration to allow Owners the ability to freely transfer their units while simultaneously maintaining the objectives of the Condominium. Therefore, in the event the notice and procedures provided herein are not followed or otherwise met by the Owner or any prospective lessee or purchaser, then the transfer shall be deemed to be denied, unless subsequently approved by the Board. The Association shall in such cases have the right to terminate any lease entered into without approval, and may also seek an eviction of the lessee. All leases entered into between an Owner and lessee shall be deemed to include a provision designating the Association as the agent for the Owner in the event the Association and its legal counsel determine eviction is required for non-compliance with this approval process or a violation of the use restrictions continues to exist after the Owner was provided an opportunity to cure or comply. As to a sale consummated without the Association's approval, the Association shall have all rights of enforcement as provided under Chapter 718, Florida Statutes, and this Declaration, to include, but not limited to, injunctive relief. The costs and expenses of any such action taken, to include attorney's fees, shall be charged to the Owner and may serve as the basis for a lien in the same manner as unpaid assessments.

3. CERTIFICATE OF APPROVAL. If requested by the Owner seeking approval, the Board shall issue a Certificate of Approval in writing and deliver same to the prospective purchaser or lessee or Owner with such delivery to occur no later than fifteen (15) days after receipt of the initial notice of intent to transfer, unless otherwise required by Florida law.
4. EXCEPTIONS. The foregoing provisions shall not apply to a transfer to or a purchase by a mortgage lender that acquires title as a result of owning a mortgage on the unit, whether such transfer is by foreclosure or by deed-in-lieu of foreclosure. The approval process procedure shall not apply for any person or entity which acquires title to a Unit at a duly advertised public sale, judicial sale, tax sale or auction. However, regardless of the means or manner in which ownership of a Unit is secured or is obtained, at all times the purchaser or ownership shall be governed by the use restrictions as set forth herein.

14. ASSESSMENTS, LATE FEES, INTEREST, ACCELERATION, APPLICATION OF PAYMENTS AND LIENS. The Board of Directors shall adopt annual budgets of projected anticipated income and estimated expenses for each fiscal year. The Board of Directors shall also have the power to levy special assessments against the Unit Owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Each Unit Owner will be responsible for the Owner's share of such annual assessment based upon its proportionate share of the common expenses as provided herein in Article 4. One-fourth (1/4) of each unit's annual assessment shall be due and payable in advance to the Association on the first

day of the first, fourth, seventh and tenth months of each year. Any assessment not paid within thirty (30) days after the due date shall be considered delinquent. As provided by Florida law, if the Unit is occupied by a tenant/lessee and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit.

Any assessment or other indebtedness charged to a Unit Owner that is not paid when due shall bear interest at the highest rate permitted by law from the due date until paid. In addition to such interest, an administrative late fee of \$25.00 or 5 percent of each delinquent installment for which the payment is late, whichever is greater, shall be charged to such delinquent accounts. Any payment received by the Association shall 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 other statutory provision to the contrary, to include, but not limited to, Florida Statute, s. 673.3111, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made. In the event a Unit Owner shall be in default in the payment of any assessment, the Board of Directors may accelerate the remaining assessments due for the

year. No acceleration shall be effective unless approved by the Board and the Unit Owner has been provided fifteen (15) days written notice of intent to accelerate, which notice shall be sent by regular and certified mailing return receipt at the address reflected in the Association's records.

15. RIGHTS OF INSTITUTIONAL FIRST MORTGAGES. The requirement and procedures related to obtaining the written consent of all institutional mortgagees holding first mortgages upon any of the Condominium units prior to any amendments to this Declaration shall be governed by Chapter 718, Florida Statutes, as may be amended from time to time. The Association may furnish written notification of any default by the mortgagor of a Unit in the performance of such mortgagor's obligations under this Declaration or the Bylaws which are not cured after written notice seeking compliance has been provided to the Owner. Institutional first mortgagees who obtain title to a Unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall be liable for the share of common expenses assessed to such Unit as provided by Chapter 718, Florida Statutes. Such mortgagee shall pay all common expenses assessed to such Unit which shall come due during the period the Unit is owned by the mortgagee, however.

16. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law, and the remedies elsewhere provided herein, the failure to comply with the provisions of the Condominium Act, this Declaration, the Bylaws, the Articles of Incorporation and the regulations and rules of the Association which may be established shall entitle the Association to seek all permissible relief from a court of law to include injunctive relief and money damages, except when mandatory arbitration may be required under Chapter 718, Florida Statutes. In any such legal or equitable action or proceeding (to include any

appellate proceeding) the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees. In the event the occupant of any Unit shall refuse to comply with the Declaration restrictions or rules and regulation, both Owner and occupant shall be notified in writing of said non-compliance and shall take corrective action by the stated deadline or both Owner and tenant shall be deemed in violation. The failure to comply or to cure any cited default after fifteen (15) days from receipt of a written notice, may result in legal action, which in the case of any lessee or occupant of any Unit may include eviction or ejectment. The Association may fine an Owner for violations pursuant to the procedures set forth in Chapter 718, Florida Statutes.

17. ACCESS AND ENCROACHMENT EASEMENT. Each Unit Owner shall have a nonexclusive perpetual easement for ingress and egress over, across and through the sidewalks, parking areas, paths, streets, walks and lanes serving the units of the Condominium, including a nonexclusive perpetual easement for ingress and egress by way of vehicles over, across and through such portions of the common elements as may be paved or otherwise improved and intended for such purposes. However, no person may traffic upon or use any portion of Condominium property not intended for such use. An easement shall exist for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of the buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.

18. UTILITY EASEMENT. Association hereby reserves for and on behalf of itself, perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the Condominium lands and common areas that are not occupied by buildings. Utility

easements may be granted by the Association to any public or private utilities as may be necessary or desirable to provide utility companies rendering utility services to Ringling Professional Center shall have a perpetual nonexclusive easement over, across, under and through all of the common areas of the Condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this Condominium and for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the surface of the land for such purposes, the roadways, grass, plantings, landscaping and other improvements shall be restored by the utility company as soon as practicable to their prior condition as nearly as possible.

19. PARKING. The parking areas are defined as a common element and the maintenance, repair and replacement shall be a common expense. The Association may implement rules and regulations governing the use of the parking areas, to include installation of appropriate signage, which may include towing notices in accordance with Florida law.

20. AMENDMENTS. This Declaration may be amended at any time by the affirmative vote of two-thirds (2/3rds) of the voting interests at a meeting at which a quorum is present. Any amendments which seek to terminate the Condominium, change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the Unit Owner shares the common expenses of the Condominium and owns the common surplus of the Condominium shall only be amended as provided in Chapter 718.110, Florida Statutes, as amended. No amendment shall be valid or effect unless approved by the membership as provided herein and accordance with the notice and voting requirements as provided in the Association documents or as required by Florida law. The effective date of any amendment

shall be the date the amendment is recorded in the public records of Sarasota County, Florida.

21. **TERMINATION.** The Condominium form of ownership may be terminated by a plan of termination approved any time by a vote of eighty percent (80%) of the total voting interests of all Unit Owners , and the unanimous written consent of all of the institutional first mortgage holders, unless otherwise determined by Statute, shall be required and shall be evidence by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. In addition to these requirements all other procedural and substantive requirements to effect such termination, to include any exemptions, the appointment of a receiver or trustee, the mandatory provisions of the plan of termination, the allocation of proceeds, the right to contest and notice requirements shall be as set forth under the Condominium Act, as may be amended, or as otherwise required by Florida law.
22. **BINDING EFFECT.** All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and covenants and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural. Captions to paragraphs are for convenience only, and shall not be used in interpreting this Declaration.
23. **SEVERABILITY.** If any provisions of this Declaration, the Condominium plat, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is deemed invalid or unenforceable,

the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

24. CONFLICT. In the event of a conflict, the Condominium Documents shall govern in the following descending order: the Declaration, the Articles of Incorporation, the Bylaws and then the Rules and Regulation of the Association. The Board of Directors is responsible for interpreting the provisions of the Declaration, Articles of Incorporation, the Bylaws and any rules and regulations of the Association.

25. FLORIDA STATUTES. Any reference to a statute herein, to include, but not limited to, the Condominium Act, the Florida Not For Profit Corporation Act, or any provision or section therein, shall include any subsequent amendments from time to time.