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CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
VILLAS DE GOLF, A CONDOMINIUM

This is to certify that at a duly called meeting of the members of Villas de Golf Association, Inc., (the "Association") held on April 5, 2011, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Condominium attached hereto as Exhibit "A", was duly adopted by the membership. The Declaration of Condominium for Villas de Golf was originally recorded in Official Records Book 3928, Page 136, Public Records of Pinellas County, Florida, and as subsequently amended.

IN WITNESS WHEREOF, VILLAS DE GOLF ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 28 day of JULY, 2011.

VILLAS DE GOLF ASSOCIATION, INC.

Caroline M. Habbershaw
Signature of Witness #1
Caroline M. Habbershaw
Printed Name of Witness #1
Janet K. Leszyk
Signature of Witness #2
Janet K. Leszyk
Printed Name of Witness #2

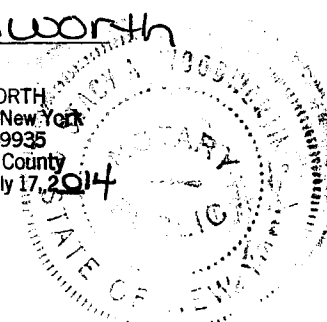
By: Robert V. Shafer
Signature
ROBERT V. SHAFER
Printed Name and Title
PRESIDENT

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 28 day of July, 2011, by Robert V. Shafer as President of VILLAS DE GOLF ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/~~she~~ executed this document on behalf of the corporation. He/~~She~~ is personally known to me or has produced Florida D.L. as identification.

Stacy A. Woodworth
Notary Public
Stacy A. Woodworth
Printed Name

STACY A. WOODWORTH
Notary Public, State of New York
Reg. No. 01W06149935
Qualified in Schuyler County
My Commission Expires July 17, 2014



ADOPTED AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
VILLAS DE GOLF,
A CONDOMINIUM

This instrument amends, consolidates and restates in its entirety the Declaration of Condominium of Villas De Golf, A Condominium.

WITNESSETH:

WHEREAS, the original Declaration of Condominium of Villas De Golf was recorded in Pinellas County, Florida, Official Records Book ("ORB") 4781 at page 1425, and thereafter successively amended, in ORB 4980 at page 1583 and ORB 5239 at page 2027; and

WHEREAS, it is desirable to consolidate and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with Villas De Golf Condominium;

NOW, THEREFORE, this amended, consolidated and restated Declaration of Condominium (as so amended, consolidated and restated, called the "Declaration") is hereby adopted, affirmed, joined in and declared at such date and time as same shall be approved by the membership.

VILLAS DE GOLF ASSOCIATION INC., (a not for profit corporation) was formed under Chapter 617, Florida Statutes for the purpose of managing, operating, and maintaining one or more Condominiums located at 12300 Vonn Road, Largo, Pinellas County, Florida, each to be known as Villas De Golf, the membership of said association to be made up exclusively of the owners of units in the above mentioned condominiums), hereinafter referred to as the Association. VILLAS DE GOLF ASSOCIATION, INC. was originally formed in 1978 by merging the Declaration of Condominium of Villas De Golf I, A Condominium (ORB 3928, pages 136 through 167), Villas De Golf II, A Condominium (ORB 4043, pages 984 through 1016), and Villas De Golf III, A Condominium (ORB 4140, pages 1039 through 1083), to form a single condominium to be known as VILLAS DE GOLF, A CONDOMINIUM (, and the declaration therefor; such declarations having been made November 3, 1972, June 19, 1973, and February 11, 1974, respectively, by Code, Inc., a Florida Corporation, for itself, its successors, grantees and assigns.

1. PURPOSE. The purpose of this Declaration is to merge the above mentioned Condominiums into one single Condominium, the land and improvements thereon continuing to be submitted to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes, hereinafter called the Condominium Act.

1.1 NAME AND ADDRESS. The name by which this Condominium is to be identified is VILLAS DE GOLF, A CONDOMINIUM, and its address is 12300 Vonn Road, Largo, Florida, 33774.

1.2 (A) THE LAND. The lands owned jointly by all of the members of the Association, which by this instrument, are hereby continued to be submitted to the condominium form of ownership and use, are the following described lands lying in Pinellas County, Florida:

Begin at the Southeast corner of Section 8, Township 30 South, Range 15 East, and run thence North $89^{\circ} 08' 24''$ West, along the South line of said Section 8, said line being also the centerline of Ulmerton Road (State Road 688), 2,677.50 feet; thence North $0^{\circ} 17' 24''$ East, along the centerline of Vonn Road (County Road 187), 1,989.25 feet; thence North $89^{\circ} 21' 29''$ West, 30 feet to a point on the West right-of-way line of said Vonn Road for a point of beginning.

Thence South $0^{\circ} 17' 34''$ West, 663.03 feet, along said West right-of-way line; thence North $89^{\circ} 21' 29''$ West, 635.97 feet; thence North $0^{\circ} 18' 15''$ East, 663.03 feet; thence South $89^{\circ} 21' 29''$ East, 635.84 feet to the point of beginning. (See Exhibit M attached) which lands are called "the land".

(B) RECREATION AREAS The two (2) recreation areas herein referred to as area #1 and area #2 respectively are described as follows:

Area #1

Begin at the Southeast corner of Section 8, Township 30 South, Range 15 East, and run thence North $89^{\circ} 08' 24''$ West, along the South line of said Section 8, said line also being the centerline of Ulmerton Road (State Road 688), 2,677.50 feet; thence North $0^{\circ} 17' 34''$ East, along the centerline of Vonn Road (County Road 187), 1,989.25 feet; thence North $89^{\circ} 21' 29''$ West, 30.00 feet to a point on the West right-of-way line of said Vonn Road; thence South $0^{\circ} 17' 34''$ West, 331.51 feet, along said West right-of-way line; thence North $89^{\circ} 21' 29''$ West, 142.67 feet; thence North $0^{\circ} 17' 34''$ East, 14.50 feet for a Point of Beginning.

Thence North $89^{\circ} 21' 29''$ West, 168.92 feet; thence North $0^{\circ} 17' 34''$ East, 167.67 feet; thence South $89^{\circ} 21' 29''$ East, 146.92 feet; thence North $0^{\circ} 17' 34''$ East, 82.67 feet; thence South $89^{\circ} 21' 29''$ East, 22.00 feet; thence South $0^{\circ} 17' 34''$ West, 250.34 feet to the Point of Beginning.

Area #2

Begin at the Southeast corner of Section 8, Township 30 South, Range 15 East, and thence North $89^{\circ} 08' 24''$ West, along the South line of said Section 8, said line also beginning the centerline of Ulmerton Road (State Road 688), 2,677.50 feet; thence North $0^{\circ} 17' 34''$ East, along the centerline of Vonn Road (County Road 187), 1,989.25 feet; thence North $89^{\circ} 21' 29''$ West, 30.00 feet to a point on the Westerly right-of-way line of said Vonn Road; thence South $0^{\circ} 17' 34''$ West, 331.51 feet, along said Westerly right-of-way line; thence North $89^{\circ} 21' 29''$

West, 142.67 feet; thence South 0° 17' 34" West, 14.50 feet for a point of beginning.

Thence North 89° 21' 20" West, 168.92 feet; thence South 0° 17' 34" West, 167.67 feet; thence South 89°21'29" East, 146.92 feet; thence South 0° 17' 34" West, 82.67 feet; thence South 89° 21' 29" East, 22.00 feet; thence North 0°17'34" East, 250.34 feet to the point of beginning.

SAID AREAS being owned in fee simple by the Association, are hereby declared to be part of the Common Elements together with all improvements thereon. These areas, however, are set apart on the accounting records of the Association.

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

2.1 Apartment means unit as defined by the Condominium Act.

2.2 Apartment Owner means unit owner as defined by the Condominium Act.

2.3 Association means VILLAS de GOLF ASSOCIATION, INC., and its successors.

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

2.5 Common Expenses include:

A. Expenses of administration; expenses of insurance, maintenance, operation repair and betterment of the common elements, and the portions of apartments to be maintained by the Association.

B. Expenses declared common expenses by provisions of this Declaration or the By-Laws.

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

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

2.7 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and the By-Laws, shall include but not be

limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

3. DEVELOPMENT PLAN. The Condominium consisting of three (3) Sections is described and established on Survey Sections I, II and III attached to the original Declaration recorded at ORB 4781 at page 1425 as Exhibits A, A(2) and A(3).

3.1 Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. Easements are also reserved and granted each member of VILLAS DE GOLF ASSN., INC. for access to the recreation areas and ingress and egress over the roads of the various areas of the VILLAS DE GOLF, A CONDOMINIUM.

3.2 Improvements – General Description

- A. Apartment Buildings. The Condominium includes two (2) separate two-story buildings, two groups of two (2) two-story interconnecting apartment buildings each, and two groups of two (2) three-story inter-connecting apartment buildings each. There are 174 apartment units in the total.
- B. Other Improvements. The Condominium also includes landscaping and exterior automobile parking space for each apartment unit and guests. The Condominium also includes two recreation areas and a maintenance office, owned in fee simple by the Association which are part of the Common Elements but are set apart on the Association accounting records.

3.6 Apartment Boundaries. Each apartment, which term as used in this subsection concerning boundaries shall include that part of the building containing the apartment that lies within the boundaries of the apartment, but which boundaries are as follows:

- A. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (1) Upper boundary – the horizontal plane of the lower surfaces of the ceiling slab.
 - (2) Lower boundary – the horizontal plane of the lower surfaces of the floor slab.
- B. Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

- (1) Exterior building walls – the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent thereto and which include all of such structures and fixtures thereon.
- (2) Interior building walls – the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:
 - a. Where walls between apartments are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column.
 - b. Where walls of different thickness abut so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.7 Common Elements. The common elements include the land and all other parts of the Condominium not within the apartment units, including walkways, stairways, elevators, laundry and storage rooms, automobile parking, garbage, meter and machinery rooms, and the recreation areas owned in fee simple by the Association.

4. THE APARTMENTS – SECTION I. There are fourteen (14) one-bedroom apartments and twenty-eight two-bedroom apartments in Section I of the Condominium. The apartments of this Section of the Condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1 Typical Apartment Plans. There are two types of apartments in Section I, Unit A, which is a one-bedroom apartment, and Unit B, which is a two-bedroom apartment. These apartments are described generally below and by sketches on page 5 of Exhibit A, attached to the original Declaration recorded at ORB 4781 at page 1425.

ONE-BEDROOM APARTMENTS: One bedroom apartments are designated "A" on the typical floor plan shown on page 5 of Exhibit A. Each apartment contains a living room, kitchen, one bedroom, bath, balcony and storage area off the balcony designated on the Floor Plan as a closet.

TWO-BEDROOM APARTMENTS: All Unit "B" apartments contain a living room, dining room, kitchen, two bedrooms, two baths and a balcony. See page 5 of Exhibit A. Each "B" Unit to be assigned a storage area which is part of the common elements.

4.2 THE APARTMENTS – SECTION II. There are thirty-six (36) two-bedroom apartments and nine (9) three-bedroom apartments in this Section of the Condominium. The apartments of this Section of the Condominium are described more particularly and the rights and obligations of their owners established as follows:

A. Typical Apartment Plans – Section II. There are two types of apartments, Unit B, which is a two-bedroom apartment, and Unit C, which is a three-bedroom apartment. These are described and shown on Exhibit A (2), pages 5 and 6 as attached to the original Declaration recorded at ORB 4781 at page 1425.

4.3 THE APARTMENTS – SECTION III. There are fourteen (14) one-bedroom apartments, sixty-four (64) two-bedroom apartments, and nine (9) three-bedroom apartments in this Section of the Condominium. The apartments of this Section of the Condominium are described more particularly and the rights and obligations of their owners established as follows:

A. Typical Apartment Plans – Section III. There are three types of apartments, Unit A, which is a one-bedroom apartment, Unit B, which is a two-bedroom apartment, and Unit C, which is a three-bedroom apartment. These apartments are described and shown on Exhibit A (3), pages 8 and 9 as attached to the original Declaration recorded at ORB 4781 at page 1425.

4.4 APARTMENT NUMBERS – SECTION I. Each apartment is given a numerical designation as shown on the Floor Plans beginning with 1101 and ending with 3207.

A. APARTMENT NUMBERS – SECTION II. Each apartment is given a numerical designation as shown on the floor plans beginning with 4101 and ending with 5308.

B. APARTMENT NUMBERS - SECTION III. Each apartment is given a numerical designation as shown on the floor plans beginning with 6101 and ending with 10209.

4.5 APPURTENANCES TO APARTMENTS. The owners of each apartment shall own a share and certain interests in the Condominium property which are appurtenant to his apartment including but not limited to the following items which are appurtenant to the several apartment units as indicated.

A. Common Elements and Common Surplus. The undivided share in the land and other common elements and in the common surplus which is appurtenant to each owner's apartment is as follows:

Apt.No.	% Owner-ship	Apt.No.	% Owner-ship	Apt. No.	% Owner-ship
1101	.58125	3102	.58125	4303	.58125
1102	.58125	3103	.58125	4304	.58125
1103	.4	3104	.58125	4305	.58125
1104	.4	3105	.58125	4306	.58125
1105	.58125	3106	.4	4307	.8
1106	.58125	3107	.4	5101	.8
1107	.58125	3201	.4	5102	.58125
1108	.58125	3202	.58125	5103	.58125
1109	.4	3203	.58125	5104	.58125
1201	.58125	3204	.58125	5105	.58125
1202	.58125	3205	.58125	5106	.58125
1203	.4	3206	.4	5107	.58125
1204	.4	3207	.4	5108	.58125
1205	.58125	4101	.8	5201	.8
1206	.58125	4102	.58125	5202	.58125
1207	.58125	4103	.58125	5203	.58125
1208	.58125	4104	.58125	5204	.58125
1209	.4	4105	.58125	5205	.58125
2101	.58125	4106	.58125	5206	.58125
2102	.58125	4107	.8	5207	.58125
2103	.58125	4201	.8	5208	.58125
2104	.58125	4202	.58125	5301	.8
2105	.4	4203	.58125	5302	.58125
2201	.58125	4204	.58125	5303	.58125
2202	.58125	4205	.58125	5304	.58125
2203	.58125	4206	.58125	5305	.58125
2204	.58125	4207	.8	5306	.58125
2205	.4	4301	.8	5307	.58125
3101	.4	4302	.58125	5308	.58125
6101	.58125	7106	.58125	8207	.4
6102	.58125	7107	.8	9101	.4
6103	.58125	7201	.8	9102	.58125
6104	.58125	7202	.58125	9103	.58125
6105	.58125	7203	.58125	9104	.58125
6106	.58125	7204	.58125	9105	.58125
6107	.58125	7205	.58125	9201	.4
6108	.8	7206	.58125	9202	.58125
6201	.58125	7207	.8	9203	.58125
6202	.58125	7301	.8	9204	.58125

6203	.58125	7302	.58125	9205	.58125
6204	.58125	7303	.58125	10101	.4
6205	.58125	7304	.58125	10102	.58125
6206	.58125	7305	.58125	10103	.58125
6207	.58125	7306	.58125	10104	.58125
6208	.8	7307	.8	10105	.58125
6301	.58125	8101	.4	10106	.4
6302	.58125	8102	.4	10107	.4
6303	.58125	8103	.58125	10108	.58125
6304	.58125	8104	.58125	10109	.58125
6305	.58125	8105	.58125	10201	.4
6306	.58125	8106	.58125	10202	.58125
6307	.58125	8107	.4	10203	.58125
6308	.8	8201	.4	10204	.58125
7101	.8	8202	.4	10205	.58125
7102	.58125	8203	.58125	10206	.4
7103	.58125	8204	.58125	10207	.4
7104	.58125	8205	.58125	10208	.58125
7105	.58125	8206	.58125	10209	.58125
					100.00000

- B. Automobile Parking. The common elements include a parking area for automobiles of the apartment owners, one parking space will be assigned to the owner of each apartment who will be entitled to use such parking space without charge.
- C. Storage Lockers. One exterior storage locker will be assigned to the owners of each two (2) and three (3) bedroom apartment who will be entitled to use such storage locker without charge.
- D. Association Membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.6 LIABILITY FOR COMMON EXPENSES. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment.

4.7 No Apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without amending this Declaration to show the changes in the Apartments to be affected thereby.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follow:

5.1 Apartments.

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

- (1) All portions of a unit (excluding interior surfaces) which contribute to the support of the condominium building, including outside walls of the condominium building, boundary walls of the units, floor and ceiling slabs, load bearing columns, and load bearing walls.
- (2) Electrical wiring up to the circuit breaker panel in each unit.
- (3) Water pipes up to the individual unit cut-off valve for each unit.
- (4) Main air conditioning condensation drain lines up to the point where the individual unit drain line connects to the main line serving multiple units.
- (5) Sewer lines up to the point where they enter the individual unit.
- (6) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- (7) The exterior surface of the main entrance doors to the units.
- (8) All exterior building walls, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or any other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements or the unit made by a unit owner or his predecessor in title.

B. By the Apartment Owner. The responsibility of the apartment owner shall be to maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. The owner's responsibilities include, without limitation:

- (1) Maintenance, repair and replacement of doors, windows and window glass (including frame assembly).
- (2) The entrance door to the unit and all other doors affording access to the unit (including door frames), and doors located within the unit.
- (3) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit. Any work to be done on the common elements must be approved by the Association, and the Association has the option of performing the necessary work and assessing the owner for the cost.
- (4) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (5) Appliances, water heaters, smoke alarms and vent fans located within the unit.
- (6) All components of the air conditioning and heating equipment, thermostats, ducts and installations serving the unit exclusively.
- (7) Carpeting and other floor coverings.
- (8) Door and window hardware.
- (10) Shower pans.
- (11) The main water supply shut-off valve for the unit.
- (12) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.
- (13) All interior partition walls which do not form part of the boundary of the unit (excluding load bearing portions thereof).
- (14) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

C. Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to the common elements, the portions of his unit that are to be maintained by the Association, or in any manner change the exterior appearance of any portion of the condominium, including windows, doors, lanais or patios, without first obtaining the written approval of the Board of Directors, which approval may be

denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or in whole. The Board of Directors may adopt written standards and procedures for the improvement replacement and maintenance of windows, doors, lanais and patios consistent with this provision.

D. Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

E. Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit or limited common element to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner in the same manner as an assessment, together with reasonable attorney's fees and other expenses of collection, if any.

F. Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, licensees, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, and personal property therein, in a such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, Association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread.

5.2 Common Elements

A. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association shall also maintain all areas leased to it for recreational or other

purposes whether the same are contiguous to the condominium property or not or whether Association retains said lease in its own name or subleases undivided percentages to the apartment owners in the Condominium.

B. Alteration and Improvement. There shall be no material alteration or substantial addition to, or any change that perceptively alters the function, use or appearance of the common elements without prior approval of not less than a majority of the membership of the Association who participate in the voting, in person or by proxy, at a properly noticed meeting considering the alteration or improvement, provided a quorum is obtained. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, nor in his share of common expense whether or not the apartment owner contributes to the cost of such alteration or improvements.

5.3 Preventive Maintenance Plan. On an annual basis, the Board of Directors shall adopt and implement a "Preventative Maintenance Plan" which shall address the following purposes and goals:

- A. Maintaining the common elements in an attractive and first class condition;
- B. Minimizing wear and tear and extending the life expectancy of all capital systems, to include without limitation, roofs, road and parking surfaces, electrical distribution, storm and drainage, landscape, fire alarms, elevators, and pool;
- C. Creating a consistent and uniform system of maintenance for all common elements;
- D. Developing the budget and establishing necessary reserve funds;
- E. Maximizing property value.

The Preventive Maintenance Plan shall be reviewed, ratified and adopted by the Board of Directors on an annual basis. The Preventive Maintenance Plan shall include, without limitation, the following items:

- A list of all systems, capital items, and equipment, requiring maintenance and the remaining life expectancy of each;
- Identification of all maintenance tasks that need to be performed;
- A maintenance task completion schedule;
- A list of active warranties;
- A tracking method by which maintenance will be managed;
- A requirement for reporting maintenance actions to the Board of Directors on at least an annual basis.

Additional standards and guidelines for the development of the Preventative Maintenance Plan may be adopted and modified by the Board of Directors from time to time.

6. ASSESSMENTS. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him. The common expenses shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements and of the leasehold property, the rent on the leasehold property, costs of carrying out the powers and duties of the Association and other expenses designated as common expenses by this Declaration or by the By-Laws of the Association.

6.2 Interest – Application of Payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest. All sums not paid on or before thirty (30) days after the date due shall bear interest at the maximum legal rate from the date due until paid, and shall be subject to a late fee in the maximum amount permitted by law. All payments on account shall be first applied to interest and then to late fees, costs of collection and attorneys' fees (if any), and then to the assessment first due.

6.3 Lien for Assessment. The Association has a lien on each condominium parcel for any unpaid assessments with interest, late fees, costs, and for reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien.

6.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to collect the same.

7. ASSOCIATION. The operation of the condominium shall be by VILLAS DE GOLF ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions.

7.1 Articles of Incorporation as filed in the office of the Secretary of State of the State of Florida, and as may be amended from time to time.

7.2 The By-Laws of the Association shall be as recorded in Official Records Book 3928, Page 168 in the Public Records of Pinellas County, Florida, and as may be amended from time to time.

7.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for 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 other owners or persons.

7.4 Restraint Upon Assignment of Shares in Assets. The share of an apartment owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be made by any record owner of such apartment unless the joinder of all record owners is specifically required by this Declaration.

7.6 Voting Rights. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

7.7 Leasing. The Association shall have the power and authority to acquire or enter into agreements to acquire leaseholds, memberships or other such possessory interests as the Board of Directors may direct in accordance with the By-Laws of the Association.

7.8 Access to Apartments. The Association has the irrevocable right to access to each unit during reasonable hours when necessary for the maintenance, replacement or repair of any common elements, or for making emergency repairs necessary to prevent damage to common elements or to another unit or units, or for any additions or modifications necessary in order to comply with any government regulation, statute or ordinance.

8. INSURANCE. The insurance other than title insurance which shall be carried upon the condominium property, and the property of the apartment owners, shall be governed by the following provisions:

8.1 Authority to Purchase – Named Insured. All insurance policies upon the condominium property shall be purchased by the Association as a common expense, and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. The insurance which shall be carried upon the Condominium Property, including the apartments, common elements and any Association property shall be as follows:

A. Coverage.

(1) Casualty.

(a) Association. Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, 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 for all alterations or additions made to the condominium property or Association

property pursuant to a proper action by the membership under this Declaration or the Florida Statutes, providing for the full replacement or insurable value thereof. Such coverage shall exclude all personal property within the unit, 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. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), or other applicable provisions of the Florida Statutes, as amended from time to time. The original policy of insurance shall be held by the Association, and lenders shall be furnished, upon request, mortgagee endorsements covering their respective interests.

(bb) Unit Owners. Each unit owner shall be responsible for insuring personal property located within the unit; ceiling, floor and wall coverings; electrical fixtures and appliances; water heaters; built-in cabinets, to the extent these items are located within the unit boundaries; and such improvements made within the unit or on limited common elements which are not covered by the Association's policy of insurance. Such policy must contain a provision stating that coverage afforded by such policy is excess coverage over the amount recoverable under the Association's policy of insurance, or under any other policy covering the same property. Likewise, such policies must include loss assessment coverage of no less than \$2,000 per occurrence; said policy shall not contain a provision which provides rights of subrogation against the condominium Association. The owners shall also be responsible to insure any portion of the condominium property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes. Unit owners are also required to maintain liability insurance, and to provide proof of insurance to the Association. Notwithstanding the foregoing, if authorized by the Board of Directors, the Association may, but is not required, to purchase any insurance that is to be maintained by the unit owners by the terms of this Declaration or the Florida Statutes, and may pay for same as part of the common expenses, unless prohibited by law.

(2) Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the common elements and Association property 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 Board of Directors shall have authority to compromise and settle all claims against the

Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon such claims, except as may be otherwise provided by law, 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 liability insurance to protect against claims for bodily injury or property damage, to the extent that such unit owner may deem appropriate.

(3) **Worker's Compensation.** The Association shall maintain such worker's compensation coverage as may be required by law, and may provide additional coverage as determined appropriate by the Board.

(4) **Other Insurance.** The Association may obtain such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Directors' and Officers' Liability insurance coverage, flood insurance, and insurance for the benefit of its employees.

(5) **Deductible and Other Insurance Features.** Policies may include deductibles as determined by the Board. The deductibles shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the condominium property is situated.

B. **Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the unit owners and their mortgagees as provided below.

(1) **Common Elements.** Proceeds on account of damage to common elements: an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to the unit.

(2) **Units.** Proceeds on account of damage to units shall be held in the following undivided shares:

(aa) When the condominium building is to be restored, for the benefit of owners and mortgagees of damaged units, in proportion to the costs of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(bb) When the condominium building is not to be restored proceeds shall be dealt with as provided below.

(3) Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of that unit owner shall be held by the Association for the benefit of the mortgagee and the unit owner as their interests may appear, if the property is to be repaired or reconstructed; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for those proceeds which are payable to the unit owner and mortgagee, pursuant to the provisions of this Declaration.

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

(1) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

(2) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

D. Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon any unit and for each owner of any other interest in the condominium property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

E. Repair and Reconstruction after Casualty.

(1) Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the insured property as a result of fire or other casualty, and where insurance proceeds are recovered by the Association, the Board of Directors shall arrange for the prompt repair and restoration of the property that it is required to insure and repair.

(2) Determination Not to Reconstruct or Repair.

(aa) Termination Due to Impossibility or Impracticability of Repairs. In the event of either of the following situations, the condominium form of ownership of property may be terminated by a plan of termination, as further described below, upon approval in writing by at least 2/3 of the total members of the Association. In such event, the condominium

property will not be repaired or reconstructed and the condominium will be terminated. The circumstances under which this will take place include either of the following: (1) the total estimated cost of repairs necessary to restore the improvements to their former condition, or to bring them into compliance with applicable laws or regulations, exceeds the combined fair market value of all units in the condominium after completion of repairs; or (2) it becomes impossible to operate or reconstruct the condominium in its prior physical configuration because of land use laws or regulations which apply at the time of any major damage or destruction of the condominium property.

(i) The Board of Directors is to determine whether either of these two conditions exist, and in the event that they do exist the Board shall promptly conduct a vote of the membership in order to determine whether the condominium is to be terminated, and if so the manner in which the termination will take place is addressed in the applicable Florida Statutes, as amended from time to time.

(bb) Optional Termination. In addition to a termination under the circumstances described above, the members may vote to voluntarily terminate the condominium in accordance with Section 15 of this Declaration.

(3) Method of Repair and Reconstruction. When the condominium property is to be repaired, the following procedures shall apply:

(aa) Plans and Specifications. Any major repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if such plans and specifications are available, and if it is still determined by the Board of Directors to be practical and legally permissible to follow the original plans and specifications. If not, then such repair or reconstruction should be in accordance with plans and specifications approved by the Board of Directors of the Association, in consultation with such professionals as are retained by the Board for this purpose, and such reconstruction will not be considered to be a material alteration to the common elements as this relates to any changes deemed to be necessary or appropriate based upon changes in applicable building codes or the use of more practical or durable materials and components. Any optional design changes to the common elements may require approval by the membership as a material alteration, pursuant to the governing documents and the Florida Statutes, and if not approved, the reconstruction is to be done in a manner which is as close as reasonably possible to the prior design of that portion of the common elements.

(bb) Responsibility. All reconstruction work after a casualty loss shall be undertaken by the Association except as otherwise authorized in this

section. A unit owner may undertake reconstruction work on portions of a unit with prior written consent of the Board of Directors, however, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. If such work is permitted to be undertaken by the owner, the unit owner shall obtain all required governmental permits and approvals prior to commencing reconstruction.

(cc) Estimates of Costs. Immediately after a determination is made to repair or reconstruct damage to the condominium property, the Association shall obtain reliable and detailed estimates of the cost of the repair or reconstruction.

(dd) Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair, assessments shall be made against the unit owners in sufficient amounts to provide the necessary funds for the payment of such costs. Such assessments shall be allocated to all unit owners as a common expense unless the Association membership has elected to opt-out of the statutory guidelines for allocation of expenses following a casualty, pursuant to Section 718.111(11)(k) of the Florida Statutes. If an opt-out election is effective at the time of a casualty loss, assessments shall be allocated based upon the responsibility for maintenance and repair of the condominium property as provided herein, such that the cost of repair and replacement of that portion of the condominium property for which the Association is responsible shall be assessed against all owners in proportion to their respective share of the common elements; and the cost of repair and replacement of that portion of the condominium property for which the unit owner is responsible, shall be assessed against such owner or owners.

(ee) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the Association by assessments against unit owners shall be disbursed in payment of such costs in the following manner:

(i) Association - Insurance. The proceeds of insurance collected on account of casualty, and the sums from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

1. Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$100,000.00,

then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association.

2. Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$100,000.00 then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval of an architect or engineer qualified to practice in Florida and engaged by the Association to supervise the manner in which the repair or reconstruction is carried out and the disbursement of the funds.

3. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall, at the discretion of the Board, be distributed to the beneficial owners of the fund in the manner elsewhere stated, or applied as a credit toward future assessments.

F. Further Amendments to Florida Statutes. In the event that the Florida Statutes are amended in the future, as they relate to the insurance, repair and reconstruction responsibilities of the Association and the unit owners provided for herein, such amendments will automatically apply without the need for further amendments to this Declaration, unless there are any optional provisions which permit or require a vote or decision by the Board of Directors or the members of the Association in order to become effective.

10. USE RESTRICTIONS. The use of the property of the Condominium shall be in accordance with the following provisions.

10.1 Apartments. Age Limitation on Permanent Residents. Notwithstanding anything to the contrary contained herein, at least one person fifty-five (55) years of age or older must be an occupant of each unit while any person occupies said unit. Persons under the age of fifty-five (55) and more than eighteen (18) years of age may occupy and reside in a unit as long as at least one of the occupants is fifty-five (55) years of age or older. No person under the age of eighteen (18) shall be allowed to permanently reside in or occupy a residence. For purposes of occupancy by persons under eighteen (18) years of age, "permanent" occupancy shall mean occupancy more than two weeks (2) per year without prior approval from the Association. The Board of Directors shall have the power to make hardship exceptions to this provision, so long as not less

than eighty (80%) percent of the units in the condominium are occupied in accordance with the criteria contained herein.

10.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment by the occupants.

10.3 Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. There shall be no sale or provision of alcoholic beverages or inappropriate public displays of drunkenness on the common elements. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall store any combustible products such as gasoline, propane, solvents, etc. in the units or storage lockers. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the Condominium property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Leasing. After approval by the Association elsewhere required, entire apartments may be leased or rented. No rooms may be leased or rented except as part of the lease or rental of an entire apartment. Apartment units cannot be leased during the first year of ownership. Apartments may not be leased or rented for periods of less than six (6) consecutive months, and only one such lease or rental may be entered into by the owner in any one calendar year. No apartment may be subleased by a lessee or tenant.

10.6 Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Association. Notwithstanding the foregoing, "For Sale" and "Open House" signs may be placed in front of an apartment for a period not to exceed three (3) hours when conducting an open house.

10.7 Regulations. Reasonable regulations concerning the use of the Condominium property, including the housing of pets, may be made and amended from time to time by the Association in the manner provided in its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the Condominium upon request.

10.8 Pets. No apartment owner or tenant shall maintain pets within his or her apartment other than small birds and fish. Notwithstanding the foregoing, in the event that the Board determines that any bird is a nuisance, or disturbs or interferes with the peaceful enjoyment of the property by other owners or occupants due to unreasonable noise (chirping,

squawking, etc.) or odor, the Board of Directors may require such bird to be removed from the property, provided that notice to the pet owner and an opportunity for a hearing before the Board of Directors will be provided before any bird is ordered to be removed.

10.9 Ownership of Apartments. No apartment owner shall have an ownership interest, in any form, in more than one (1) apartment at any time. Any owner desiring to purchase a new apartment for his or her personal occupancy and use may do so under the following conditions: a) the new apartment must be designated as the personal and primary residence of such owner; b) the original apartment must be publicly offered for sale (listed in the MLS) for a reasonable sale price; and c) no rental of the original apartment shall be allowed during the period it is offered for sale; however personal friends and relatives of the owner may be permitted to stay in the original apartment for a period not to exceed two weeks upon prior approval from the Board of Directors.

10.10 Soundproofing. To minimize transfer of noise between floors, it is recommended that all second and third floor apartments be covered with carpeting. If hard surface flooring is to be installed, a soundproofing barrier must be installed under such flooring in accordance with guidelines and standards that may be adopted by the Association from time to time. Prior to the installation of any hard surface flooring, an apartment owner must submit a detailed proposal from a licensed and insured contractor indicating the type of soundproofing to be installed. The installation must also meet any applicable structural requirements and limitations. In the event any hard surface flooring installation is incorrectly installed or fails to adequately prevent noise transfer to other units, such installation shall be corrected by the owner within thirty (30) days of notice from the Association. If the installation is not corrected within thirty (30) days, the hard surface flooring shall be removed at the sole expense of the owner. Owners shall be held strictly liable for violation of this restriction and the Association has the right to require the immediate removal of all hard surface flooring that is installed in violation of this provision.

10.11 Washers and dryers. Washers and dryers are not permitted in 1 or 2 bedroom apartments. Washers and dryers are permitted in 3 bedroom apartments only if the original hook-ups for electricity and plumbing as well as the external vent (as installed by the developer) are still in place within the unit and are used for the installation.

10.12 Parking. All unassigned parking spaces are common elements and use of same shall be subject to reasonable rules and regulations established by the Board, from time to time, including the right of the Association to limit the number of spaces utilized by a single unit owner so as to allow a sufficient number of spaces for use by temporary service vehicles and guests. All vehicles remaining on the premises for more than twenty-four (24) hours shall be registered and shall display an identifying sticker, decal, or tag to be provided by the Association. No Owner shall repair or restore any permitted vehicle on any parking space assigned or unassigned or anywhere else on the common elements, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Minor maintenance of a private passenger vehicle shall be allowed in the Owner's assigned parking space, provided such vehicle does not remain inoperable for more than forty-eight (48) hours. Permanent parking or extended storage of non-resident vehicles is prohibited.

A. Vehicles. No commercial vehicles; other objectionable vehicles that may be defined in rules adopted by the Board; for-hire vehicles; construction, farm, or like equipment; ambulances; buses; vans other than conversion vans; trucks; trailers; semi-trailers; truck-tractor and semi-trailer combinations; mobile homes; recreational vehicles, including, but not limited to travel trailers, camping trailers, truck campers, and motor homes; or off road vehicles shall be permitted.

B. Parking. Vehicles shall be parked only within designated, marked parking spaces. Parking spaces may be used only for private passenger vehicles, including vans or light trucks used as primary personal transportation and not for commercial purposes. Other vehicles, such as motorcycles, trucks, campers, recreational vehicles, boats, commercial vehicles with a height in excess of a standard passenger van, vehicles which do not fit within a standard parking space, and trailers may not be parked on the property unless authorized by the Board of Directors.

C. No house trailer, boat trailer or other type of trailer and no boats, trucks, recreational vehicles, motorhomes or commercial vehicles shall be parked on the common elements; provided, however, that trucks and commercial vehicles may be temporarily parked while present in the condominium in the course of business.

D. "Trucks", as used in this paragraph, shall be interpreted as meaning any vehicle which is not designed and/or used primarily as a conventional passenger motor vehicle, and which does not have a body style consisting of two doors, four doors, hatchback, convertible, station wagon, van or minivan design. It shall specifically include vehicles which are designed or used principally for the carriage of goods, whether or not the compartment or bed is covered in such a way that items placed within same cannot be seen from public view. It shall not include pickup trucks with a carrying capacity of less than one ton, provided such vehicles are not used for commercial purposes. Also excluded are enclosed sport utility vehicles, and passenger vans, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer.

E. "Commercial Vehicles", as used in this paragraph, shall be interpreted as meaning all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus or which otherwise indicates a commercial use. Inclusive within this interpretation would be vehicles which carry tools, equipment, inventory cargo or other material used in commerce, which are uncovered and in public view.

F. The Board of Directors may adopt additional rules and regulations relating to vehicles permitted on the condominium property, including restrictions relating to bicycles and water craft, as the Board determines necessary or desirable from time to time.

G. Any vehicles parked in violation of this restriction or the rules and regulations adopted by the Board of Directors from time to time may be towed from the condominium property at the owner's expense. Owners must also provide the Association with keys for vehicles that will be parked on the condominium property during such owner's extended

absence. Any vehicle that is required to be moved for any reason during the owner's absence will be towed if keys are not provided.

10.13 Access to Units, Loss Prevention, and Allocation of Responsibility. In accordance with Section 718.111(5) of the Florida Statutes, the Association has an irrevocable right of access to each unit during reasonable hours for maintenance and repair of the common elements, to prevent damage to other units and the common elements, and for emergency purposes. In furtherance of this purpose, each unit owner shall be required to provide the Association with a set of keys to the apartment unit. All keys will be kept in locked storage accessible only by the Board of Directors, and the Association will make all reasonable efforts to notify owners of the need for access to a unit prior to entering a unit. In order to minimize the likelihood of emergency maintenance issues, owners are required to abide by the following:

A. Apartment owners are required to maintain the interior of the unit at all times in a manner which would prevent the development of mold, mildew, or similar toxic growth. In the event that mold or mildew or other health-impairing microbial growths occur in the unit, the condominium unit owner shall take immediate action to remove the growths, and sterilize the unit, and the owner and/or occupant is to also immediately notify the Association. If mold or mildew or other growth causes damage to the portions of the unit which are maintained by the Association, or to common elements, or to any other unit, the costs of all repairs and remediation, other than that which is covered by such insurance as the Association may choose to obtain from time to time, will be borne by the condominium unit owner of the unit from which the mold originated, unless the owner can establish that the damage was caused by the negligent failure of the Association to maintain the common elements or any portions of the units which the Association is obligated to maintain. Repairs to the common elements, and to any portion of the units which are the maintenance responsibility of the Association, shall be made by the Association, and the cost will be assessed against the unit from which the mold or mildew originated. The assessment will be secured by a lien to the maximum extent allowed by law, and if a lien is allowed then the amount due will be collected in the same manner as any other assessment under this Declaration. In any event the unit owner will be responsible for all costs and attorneys' fees incurred by the Association in connection with the performance of any maintenance or corrective action needed, and in connection with the collection of any amounts owed by the unit owner pursuant to this section of the Declaration.

B. Unit owners are also required to inspect all appliances, and all related hoses and connections, on a regular basis in order to ensure that these are all in proper working order, and in order to prevent any leaks or other incidents which could cause damage to the condominium property. The Association may also inspect appliances, doors and windows, and other portions of the units or limited common elements which may present risks of loss or damage to other units or the common elements at such times as the Board of Directors determines appropriate, and the Association is authorized to enter units for this purpose, following reasonable notice, and may require owners to undertake maintenance deemed to be appropriate as a preventative measure.

C. When a unit is expected to be vacant or unoccupied for a period of 72 hours or more, it shall be the responsibility of the unit owner to turn off the water supply to his or

her unit, including the water supply to the refrigerator, dishwasher and hot water heater during such period of time, and turn off the electric power to the hot water heater. It is the owner's responsibility to ensure that the main water valve controls all water to the unit. Additionally, the owner shall take appropriate action to control the relative humidity in the unit to a level of 60% or less during such absence, for the purpose of preventing the manifestation of mold, mildew, or other toxic substances which could occur if moisture enters the unit. Further, the unit owner must also arrange to have someone visit and inspect any unoccupied unit at least once every two weeks, in order to determine whether any leaks or damage has occurred. If any leak or damage is found, the owner and/or occupant shall notify the Association immediately.

D. If a unit owner (or occupant) contends that the Association is responsible for the repair or replacement of any portion of the unit or limited common elements appurtenant to a unit, or any personal property located therein, such unit owner must immediately notify the Association of the occurrence of any such damage and allow the Association to inspect this damage before any repairs are undertaken. If emergency repairs must be undertaken before the Association can inspect such damage, the unit owner must take all possible steps to preserve any evidence relating to the damage by taking photographs and otherwise documenting the nature and cause of the damage.

1. The owner must obtain at least two, and preferably three competitive bids or proposals, before seeking to hold the Association responsible for any costs incurred, except in the case of any emergency. Such bids and proposals must be retained by the unit owner and provided to the Association in connection with any claim.

E. Each unit owner must provide the Association with a current set of keys to the unit, along with emergency contact information, including persons other than the owner who can be contacted in the event of any emergency. Additionally, each owner must provide the Association, upon request, with proof of insurance which the owner is required to maintain with regard to losses or damages affecting his unit, as well as with the name and telephone number of the insurance agent for the owner(s).

F. Each unit owner shall be liable for the expense of any maintenance, repair or replacement of the condominium property, units owned by other persons, or any property in which the Association owns an interest, rendered necessary by his willful action or negligence or by the willful action or negligence of any member of his family, guests, licensees, lessees, invitees, employees, or agents. Each unit owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy or abandonment of his unit or its appurtenances, or of the common elements of any property in which the Association owns an interest, by said owner or any resident of the unit.

11. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner shall be subject to the following provisions so long as the Condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.1 TRANSFERS SUBJECT TO APPROVAL

A. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association. Prior to any sale or transfer of any apartment to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors of the price, anticipated closing date and other terms thereof (and, upon request of the Board of Directors a photocopy of any purchase agreement), the name and address of the person to whom the proposed sale or transfer is to be made, and such other information about such person as may be reasonably required by the Board of Directors. The owner may also be required to pay a reasonable application fee in connection with the proposed transfer, and may be required to attend a meeting with the Board of Directors. Within thirty (30) days after all information reasonably requested by the Board of Directors has been received, along with the application fee as may be established from time to time by the Association, the Board of Directors shall either approve or disapprove of a proposed sale or transfer and shall notify the owner in writing of its decision; failure of the Board of Directors to notify the owner within such thirty (30) days shall be deemed approval. The apartment owner must provide to the buyer a copy of the Condominium Documents and other required disclosures.

(1) Grounds for Disapproval. A sale or transfer may be disapproved for reasons including one or more of the following:

(a) Prior criminal record which indicates a potential threat to the safety or welfare of the community, including any pleas of no contest;

(b) A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living;

(c) Providing false or incomplete information in connection with an application.

(2) Right of First Refusal on Sale or Transfer: In addition to the right of the Board of Directors to disapprove a proposed sale or transfer, the Association shall have a first right over the prospective purchaser, within 30 days after the application and information concerning the sale are presented to the Association, to consummate such sale or transfer at the price and on the terms contained in the notice.

B. Leasing. All leases shall be subject to prior approval of the Association. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed any

limitation imposed by the Florida Statutes as amended from time to time. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the Board of Directors or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations, and other disclosures required by the Florida Statutes.

(1) Reasons for potential disapproval include:

(a) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;

(b) A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living; or

(c) Providing false or incomplete information in connection with an application.

(2) As a condition of approval, the owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a Lease Addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.

(3) It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place, and within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.

(4) Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the unit owner shall be so advised in writing and

the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.

C. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association as set forth in paragraph A above.

D. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association as set forth in paragraph A above.

E. Other Transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association as set forth in paragraph A above.

F. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes, and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association as set forth in paragraph A above.

11.2 Mortgage. No apartment owner may execute a mortgage against his apartment to any entity other than a commercial lender, bank, life insurance company, or federal savings and loan association, without the approval of the Association, which shall not be unreasonably withheld.

11.3 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interest" shall not apply to a transfer or to purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

11.4 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Apartment owners shall also be responsible for the conduct of their tenants, guests, and invitees. Failure of an apartment owner and/or an owners, tenant, guest or invitee to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

12.1 Fining. The Board of Directors shall have the right to impose fines against owners, tenants and other persons for violations of this Declaration or any other restrictions or rules and regulations that may be adopted by the Board, or contained in the governing documents of the Association. All fines shall be imposed in accordance with the procedures established by Florida law as amended from time to time, and in accordance with such additional policies and procedures as may be adopted by the Association. The Association shall also be entitled to recover all costs and attorneys' fees incurred in connection with the adoption and enforcement of the fine.

12.2 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, licensees, employees, agents or lessees. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

12.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, the By-Laws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings, and such reasonable attorneys' fees as may be awarded by the Court, including attorneys' fees incurred in pre-suit efforts to obtain compliance with the Association's governing documents, and any appellate proceedings.

12.4 No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-laws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. This section intentionally left blank.

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

14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.2 Resolution of Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by a petition signed by at least twenty five percent (25%) of the members of the Association. Any proposed amendment shall be subject to editing as to form and legality by the Association's counsel. Except as elsewhere provided, a proposed amendment must be approved by not less than two-thirds (2/3) of the members who are entitled to vote and who participate in the voting, in person or by proxy, at the meeting considering the amendment, provided a quorum is obtained.

14.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the apartment and all record owners of liens thereon shall join the execution of the amendment.

14.4 Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted, which Certificate shall be executed by the officers of the Association with all the formalities of a deed. The amendment shall be effective when such Certificate and a copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

15. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

15.1 Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated without agreement.

15.2 Agreement. The Condominium may be terminated by the approval in writing of all of the owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of not less than 75% of the unit owners and of the record owners of all mortgages upon the apartments is obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

A. Exercise of Option. The option shall be exercised by delivery of mailing by certified mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall affect a separate contract between each seller and his purchaser.

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

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within ten (10) days following the determination of the sales price.

15.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

15.4 Shares of Owners After Termination. After termination of the Condominium, apartment owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and lien upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

15.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon apartments.

16. SEVERABILITY. The invalidity in whole or in part of any covenants or restrictions, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

END OF ADOPTED AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM