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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
VILLAGE GARDENS, A CONDOMINIUM**

*[Substantial Rewording of the Declaration of Condominium. See Amended and Restated  
Declaration of Condominium and prior amendments for present text.]*

<b>ARTICLE 1 DEDICATION</b>
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**1.1 PROPERTY BOUND.** The property, which is described in Exhibit “A” attached hereto and incorporated herein, improvements and fixtures located thereon, was originally submitted to Condominium ownership by the developer pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, the “Condominium Act”). The name of the Condominium is **Village Gardens, A Condominium**.

**1.2 COVENANTS RUNNING WITH THE LAND.** All the restrictions, reservations, covenants, conditions, easements, and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements.

<b>ARTICLE 2 DEFINITIONS</b>
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For all purposes, the terms used in the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations shall have the meaning stated in the Condominium Act (Section 718.103, Florida Statutes) and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural. Where terms are not defined in the Condominium Act or the Condominium documents, they shall be defined by the Association’s Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition:

**2.1 “APPURTENANCES”** means certain ownership, rights, and/or privileges which pass with the Unit.

**2.2 “ARTICLES” OR “ARTICLES OF INCORPORATION”** means the Articles of Incorporation of SARASOTA VILLAGE GARDENS CONDOMINIUM ASSOCIATION, INC., as amended from time to time, which Articles are attached hereto as **Exhibit “B”**.

**2.3 “ASSESSMENT”** means a share of the funds that are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner by the Association.

**2.4 “ASSOCIATION”** means SARASOTA VILLAGE GARDENS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit.

**2.5 “ASSOCIATION PROPERTY”** means that property, real or personal, which is owned or leased by, or is dedicated by a recorded plat or other instrument to the Association for the use and benefit of its Members.

**2.6 “BOARD OF DIRECTORS” or “BOARD”** means the Board of Directors of the Association.

**2.7 “BUILDING”** means the residential structures on the Condominium Property in which the Units are located.

**2.8 “BYLAWS”** means the Bylaws of the Association for the government of the Condominium as they exist from time to time, which are attached hereto as **Exhibit “C”**.

**2.9 “COMMITTEE”** means a group of Directors, Unit Owners, or Directors and Unit Owners appointed to make recommendations to the Board or to take action on behalf of the Board.

**2.10 “COMMON ELEMENTS”** means the portions of the Condominium Property not included in the Units.

**2.11 “COMMON EXPENSES”** means all expenses properly incurred by the Association in the performance of its duties including, but not limited to, the following:

A. Expenses of administration, operation, management, maintenance, repair and replacement of the Condominium Property, the Common Elements, certain Limited Common Elements as provided herein of VILLAGE GARDENS, A CONDOMINIUM, and of the portions of Units, if any, to be maintained by the Association;

B. The expenses declared Common Expenses by the provisions of Section 718.115, Florida Statutes, this Declaration, the Articles of Incorporation, or the Bylaws;

C. Any valid charge against the Condominium Property as a whole, including Assessments levied against the Association;

D. Charges for utility services, except such services which are metered separately to a Unit. Water and sewer service metered separately to a Unit shall be collected as provided in Article 6;

E. Premiums on insurance policies required of the Association by the Condominium Act, the provisions of this Declaration, the Articles of Incorporation, Bylaws or which the Association's Board of Directors elect to purchase;

F. Cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members;

G. The costs of cable, central antenna television, internet, or other telecommunications services for the Condominium buildings, if the Board determines that such bulk services are in the best interest of the Association; and

H. All other costs and expenses that may be duly incurred by the Association through its Board 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.

**2.12 "COMMON SURPLUS"** means the amount of all receipts or revenues of the Association including, but not limited to, assessments, rents, profits and revenue collected by the Association that exceeds the Common Expenses. The percentage of ownership of Common Surplus shall be the same as the undivided share owned by each Unit Owner in the Common Elements as provided in Article 4 hereof.

**2.13 "CONDOMINIUM"** means that form of ownership under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements as elsewhere herein more fully defined.

**2.14 "CONDOMINIUM ACT"** means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof, and as amended from time to time.

**2.15 "CONDOMINIUM DOCUMENTS"** shall mean this Declaration of Condominium, the Articles of Incorporation and Bylaws of SARASOTA VILLAGE GARDENS CONDOMINIUM ASSOCIATION, INC., and the Condominium Plats of VILLAGE GARDENS, a Condominium, all as amended from time to time.

**2.16 "CONDOMINIUM PARCEL"** means a Unit, together with the undivided share of the Common Elements appurtenant to the Unit.

**2.17 "CONDOMINIUM PLAT"** means that certain Plat or drawing being recorded simultaneously herewith and referred to in Article 3 below.

**2.18 “CONDOMINIUM PROPERTY”** means and includes the lands and improvements that are hereby subjected to Condominium ownership together with all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**2.19 “DECLARATION” OR “DECLARATION OF CONDOMINIUM”** means this instrument, as amended from time to time.

**2.20 “LANAIS”** means the porches attached to those Units described in Article 3.4D below, and as depicted on the Plats for Phases II and III.

**2.21 “LIMITED COMMON ELEMENTS”** means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units as more specifically described in Article 3.4.

**2.22 “MEMBER”** means the record owner of a Unit in the Condominium.

**2.23 “OCCUPANT”** means a person or persons in lawful possession of a Unit other than the owner or owners thereof.

**2.24 “OUTDOOR PATIO”** means the patio areas located behind the units, as may be permitted by the Board.

**2.25 “PATIO”** means the patio areas included as part of those Units described in Article 3.2D below, and as depicted on the Plats for Phases I and II.

**2.26 “UNIT”** means a part of the Condominium Property which is subject to exclusive ownership as more fully set forth and defined herein. The boundaries of the Units are defined in Article 3.2 hereof and on **Exhibit “A”**.

**2.27 “UNIT OWNER”** means the record owner of legal title to a Condominium Parcel.

**2.28 “UTILITY SERVICES”** as used in the Condominium Act as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to, electric power, gas, water and sewer, garbage collection and cable television.

**2.29 “VOTING CERTIFICATE”** means a document which designates one of the record title Owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Condominium Unit that is owned by more than one Owner or any entity.

**2.30 “VOTING INTERESTS”** means the voting rights distributed to the Association Members.

**ARTICLE 3**  
**DEVELOPMENT PLAN**

**3.1 SURVEY.** A survey of the land, showing the improvements located thereon, and a graphic description of the improvements and a plot plan thereof, locating the improvements thereon, the Common Elements and the approximate dimensions, are attached hereto, incorporated herein and marked **Exhibit “A”** (herein, collectively referred to as “the Plat”).

**3.2 UNIT BOUNDARIES.** Each Unit, which term as used in this paragraph concerning boundaries, shall include that part of each Unit lying within the perimetrical (vertical) and horizontal boundaries as established by the Plat, which by way of illustration and clarification, shall be as follows:

A. **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. **Upper Boundaries.** The upper boundaries of each Unit shall be the highest plane of the finished surface of the roof extended to the intersection with the perimetrical boundaries of the Unit. The upper boundaries are intended to include the areas above the interior ceiling Unit extended up to the finished surface of the roof, including the tile and/or shingles and all roofing sub-surfaces.

2. **Lower Boundaries.** The lower boundaries of each Unit shall be the horizontal plane of the unfinished upper surface of the floor, i.e. the cement slab, of the Unit extended to the intersection with the perimetrical boundaries.

B. **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished exterior surfaces of the walls bounding the Unit extended to their intersections with each other and the upper and lower boundaries.

C. **Apertures.** When there are any apertures in any boundary wall of the Unit, the Unit boundary shall be considered to include any exterior door, sliding glass door, cathedral/celestial window or any other window or closure therein, including all parts, components, and equipment thereof, as well as window screens and the hardware, equipment or components of said apertures.

D. **Patios.** As depicted on the Plats of Phase I and Phase II, those Units in Phase I titled “Typical One Bedroom” and “Typical Two Bedroom” and those Units in Phase II titled “Typical Two Bedroom Villa” have patios, which are part of the Units and not part of the Common Elements or Limited Common Elements.

E. **Air Conditioning Systems.** The heating, ventilating, and air conditioning (HVAC) system and equipment serving the Unit.

The actual boundaries of the Units are shown on the plat; however, the actual locations, as constructed, and as the same may exist from time to time, shall govern. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in **Exhibit "A"** and subsequent amendments shall control.

**3.3 COMMON ELEMENTS.** There shall be appurtenant to each of the Units, equal ownership (1/222<sup>nd</sup>) of the Common Elements of the Condominium. The Common Elements include the land and all other parts of the Condominium Property not within a Unit, unless otherwise provided herein. The Common Elements shall include, but are not limited to:

A. The land described above and all improvements thereon, except for Units and except for Limited Common Elements as described herein and as may be depicted on the Condominium Plats.

B. Easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or common elements.

C. Property, installations, and components thereof for furnishing of utility services to more than one (1) Unit, the common elements or to a Unit other than the Unit containing installations.

D. Easements for maintenance and support of Units and common elements.

**3.4 LIMITED COMMON ELEMENTS.** The Limited Common Elements reserved for exclusive use of a Unit are as follows:

A. **Lines, Pipes, Wires, Conduits, Vents, and Meters.** Electric, water, and sewer lines, pipes, wires, conduits, meters, and vents including, parts, equipment, and components thereof serving only one (1) Unit or a single building.

B. **Carports.** Carports for Units shall be reserved for exclusive use of the Unit to which same is attached.

C. **Storage Sheds.** Single or double door storage sheds installed by the Developer of the Condominium Property or by a Unit Owner.

D. **Lanais.** Porch areas depicted on the Plats for Phases II and III and any attached screen or glass enclosure. *Please note: The Plats for Phase II depict the two story Units in Phase II as having a limited common element porch (commonly referred to as lanai) on both the first and second story of a two story Unit. The single story Units depicted on the Plats for Phases II and III titled "Typical Two Bedroom Deluxe Villa," "Two Bedroom Two Bath Typical," "Two bedroom Typical," "Two Bedroom Villa Typical, Model C-1" and "Two Bedroom Villa Typical, Model C-2" each have a limited common element porch (commonly referred to as lanai).*

E. **Front Porch (Entry).** The concrete slab located at the front entrance of the Unit, and any covering thereon.

**ARTICLE 4**  
**PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS,  
COMMON EXPENSES AND COMMON SURPLUS**

**4.1 THE CONDOMINIUM.** The percentage of ownership and the undivided shares of the respective Condominium Units in the Common Elements, and the manner of sharing expenses in the Condominium and owning common surplus attributable to the Condominium, shall be divided equally among the Unit Owners with each Unit Owner owning and sharing an undivided 1/222nd interest therein.

**4.2 COMMON EXPENSES.** The Common Expenses of this Condominium are the Common Expenses directly attributable to the operation of this Condominium. Each Unit owner shall be liable for the payment of a fraction of the common expenses in accordance with his percentage of ownership in the common elements hereinabove provided. The common expenses shall include common expenses defined in Article 2.11, as well as the cost of maintenance and repair of the common elements, fire and liability insurance as provided hereinafter, costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses, costs of water, electricity and other utilities (not metered to specific Condominium Units) and supplies used in conjunction with the common elements and other costs and expenses that may be duly incurred by the Association through its management and from time to time in operating, protecting, managing and conserving the Condominium property and carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

**4.3 COMMON SURPLUS.** The Common Surplus of the Condominium shall be owned by Unit Owners in the same shares as the Unit Owners own the Common Elements as provided in Article 4.1 above.

**ARTICLE 5**  
**MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

**5.1 BY THE ASSOCIATION.** The Association shall maintain, repair and replace the Common Elements and Limited Common Elements including, but not limited to, the exterior walls, foundations and slabs of the Buildings, except those portions of the Unit or Limited Common Elements which are to be maintained, repaired, and replaced by the Unit Owners as provided in Article 5.2 below. Further, the rights, duties and responsibilities of the Association shall be as follows:

A. To maintain all portions of the Condominium Property not located within the Units, except as may be provided elsewhere.

B. To maintain, repair, and replace the roof and all roofing components, including the tiles or shingles, sub-roof surfaces, roof trusses, rain gutters, and down spouts. Owners shall be responsible to maintain, repair and replace the drywall ceiling, insulation and other portions of the attic that are not generally considered part of the roof.

C. To undertake termite treatments for all buildings within the Condominium Property.

D. The carports and exterior surfaces of all improvements (other than windows and doors), including the exterior walls and storage sheds, shall be maintained by the Association notwithstanding that portions thereof may be located within the boundaries of a Unit.

E. The Association, its agents or employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours (and at all hours in the event of an emergency) as may be necessary for inspection, maintenance, repair or replacement of any Common Elements, or for making emergency repairs therein necessary to prevent damage to the Common Elements, the Unit or to other Units, and for the purpose of carrying out the Association duties and responsibilities as provided in this Declaration, the Bylaws or Articles of Incorporation.

F. Sewer lines located outside the boundaries of a Unit.

G. If a Unit Owner fails or refuses to maintain and repair the Unit or items or improvements therein, or Limited Common Elements as required herein, the Association, at the discretion of the Board of Directors, may make such repairs and perform such maintenance as the Board may deem necessary. The cost shall be charged against the Unit Owner and collected in the same manner as an assessment. Also, if any Units or Common Elements, including exterior surfaces of improvements, are damaged by a Unit Owner or their employees or their employees' guests, licensees or invitees, or by any portion of the Unit that the Owner is responsible to maintain, the Association may repair the damage, and the cost shall be assessed against the defaulting Unit Owner. The Association shall have a lien against a Unit to the same extent as is provided by Article 6 for unpaid assessments for the costs of any such repairs paid by the Association, plus interest and costs and reasonable attorney's fees incurred by the Association in enforcing its rights. Unit Owners must promptly report to the Association any defect or need for repairs for which the Association is responsible.

**5.2 BY THE UNIT OWNER.** The responsibilities and duties of each Unit Owner to maintain, repair, or replace shall be as follows:

A. Drywall, paint, floor covering, wallpaper and finish of all walls, floors and ceilings; all built-in shelves, cabinets, counters, storage areas and closets;

B. All appliances, bathroom fixtures, plumbing pipes, equipment, personal property, fixtures and apparatus located within the Unit;

C. All electrical, telephone, plumbing and television fixtures, apparatus, equipment, outlets, conduits, and switches serving only one (1) Unit.

D. All mechanical, ventilating, heating and air conditioning systems and equipment serving only one (1) Unit;



E. All interior doors, walls, partitions, and room dividers, and in the two-story Units, all stairways and ceiling/flooring structures within the Unit supporting the second story of living space;

F. All exterior doors, sliding glass doors, cathedral/celestial windows or any other windows or closures therein, including all parts, components, and equipment thereof, as well as window screens and the hardware, equipment or components of said apertures and any screen or glass patio and/or lanai enclosures. Glass in the windows and doors must be replaced in accordance with all applicable building codes (State, County and City of Sarasota) and only with glass of the same type, grade, and tint as the original glass, unless written consent of the Association is obtained in advance of the change;

G. Individual water and electric meters that serve the Unit;

H. Protective shutters and/or hurricane shutters, if installed. In addition, the Unit Owner shall be responsible for the cost of removal, replacement or repair if the Association is required to remove the shutters to make repairs to the Common Elements, the Limited Common Elements or a portion of the Units which the Association is responsible for maintaining;

I. Patios, including any enclosure thereof (screened, glass or other materials) and the structural slabs/support and/or components thereof. As depicted on the Plats, patios are part of the single story Units and not part of the Common Elements;

J. Lanais (porches attached to 1<sup>st</sup> and 2<sup>nd</sup> story of two-story Units), including any enclosure thereof (screened, glass or other materials) and the structural slabs/support and/or components thereof. For clarification purposes, Owners of two-story Units shall be responsible not only for maintenance, repair and replacement of the first floor patio slab, but also the second story lanai slab;

K. The front porch (entry), including the slab and any covering thereof;

L. To promptly report to the Association any defect or need for repairs for which the Association is responsible;

M. Not to make any alterations or substantial additions to the Common Elements or Limited Common Elements, or remove any portion thereof or make any additions thereto, or to do any work or make any alterations which would jeopardize the safety or soundness of the Unit, other Units or the Condominium building, or impair any easement;

N. Unit Owners shall promptly perform all maintenance and repair work within the Unit or the limited common elements of the Unit, which if omitted would affect any Common Elements, other Units, or the Condominium property as a whole, it being the express intent of this Article that such Unit Owner shall be responsible for all damages and liabilities that any failure to repair or maintain may engender;

O. Unit Owners shall be responsible for and reimburse the Association for any expenditure incurred in maintaining, repairing, or replacing any common elements damaged through the fault of that Unit Owner or that Unit Owner's tenants, guests, employees or invitees; and

P. Unit Owners shall be responsible for any alteration, installation, or improvement permitted pursuant to Article 5.3 below.

### **5.3 ALTERATIONS AND IMPROVEMENTS.**

A. **COMMON ELEMENTS.** The Common Elements are permanent in nature and no Unit Owner or occupant of any Unit shall alter or change the Common Elements, except with the prior written consent of the Board of Directors. The Board of Directors shall adopt a policy for reviewing Unit Owner applications to alter or change the common elements. Additionally, the Board of Directors may establish uniform standards for alterations or changes to the Common Elements. A material alteration or improvement to the Common Elements by the Board of Directors which requires the expenditure of Association funds may be made without prior Unit Owner approval so long as the material alteration or improvement: 1) does not exceed ten thousand dollars (\$10,000) and 2) the Association's year-to-date expenditures are at or under budget on the date the proposed material alteration or improvement is approved. The prior approval of at least a majority of the Unit Owners voting (in person or by proxy) shall be obtained prior to any material alteration or improvement to the Common Elements if: 1) the Association's year-to-date expenditures are over budget at the time the material alteration is approved or 2) the proposed material alteration or improvement will cost the Association more than ten thousand dollars (\$10,000). The requirement of prior approval of the Unit Owners does not apply to any maintenance, repair, replacement, preventative maintenance, compliance with a government order, or for security measures.

B. **ASSOCIATION PROPERTY.** The Board of Directors may materially alter or substantially improve the Association Property without prior Unit Owner approval so long as the material alteration or substantial improvement: 1) does not exceed ten thousand dollars (\$10,000) and 2) the Association's year-to-date expenditures are at or under budget on the date the proposed material alteration or improvement is approved. The prior approval of at least a majority of the Unit Owners voting (in person or by proxy) shall be obtained prior to any material alteration or improvement to the Association Property if: 1) the Association's year-to-date expenses are over budget at the time the material alteration is approved; or 2) the proposed material alteration or improvement will cost the Association more than ten thousand dollars (\$10,000).

C. **MODIFICATION TO UNITS.** No Unit Owner shall make any structural addition or alteration to a Unit (except the erection or removal of non-support carrying interior partitions wholly within the Unit) without the prior written consent of the Board. On request by any Unit Owner for approval of a proposed addition or alteration, the Board shall answer the same within thirty (30) days after receipt thereof, and failure to do so within the stipulated time shall constitute a consent. A copy of any permit issued by a governmental authority to make any addition or alteration to any unit shall be provided to the Board. Neither the Board nor any member thereof shall be liable to any contractor,

subcontractor, or materialman, or to any person claiming injury to person or property as a result of such addition or alteration or the construction thereof. Any such additions or alterations shall be performed only by a licensed contractor in accordance with applicable building codes, laws and ordinances, and in accordance with plans and specifications and a schedule of commencement and completion previously approved in writing by the Board of Directors.

D. **OUTDOOR PATIO AREA.** If permitted by the Board of Directors, a Unit Owner may install an outdoor patio area. If permitted, an outdoor patio shall be installed, maintained, removed and/or used in accordance with any Board adopted rules, standards, specifications, and/or agreements. Permitted outdoor patios shall not be permanent in nature. Unit Owner agrees that if the outdoor patio area requires removal for any reason including, but not limited to, maintenance and repair of the Condominium Property or to comply with a governmental, administrative, or judicial order, Unit Owner shall be responsible for removal and replacement of the outdoor patio area, at its sole cost and expense.

<b>ARTICLE 6 ASSESSMENTS</b>
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**6.1 ESTABLISHMENT.** The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium, the Common Expenses of the Association, and such other assessments as are specifically provided for in this Declaration, the Articles of Incorporation, the Bylaws or by law, including special assessments necessary to cover unanticipated expenditures which may be incurred during the fiscal year. The procedure for the determination of all Assessments shall be as set forth in the Bylaws and this Declaration. The Common Expenses shall include (in addition to those expenses described in Article 2.11 above), but shall not be limited to the following:

- A. All expenses of administration, maintenance, repair, and replacement of the common elements;
- B. Insurance premiums on all policies of insurance obtained by the governing Board, managing agent, or manager, as the case may be;
- C. Working capital reserve;
- D. General operating reserve;
- E. Repair and replacement reserve;
- F. Reserve for deficits accrued in prior years;
- G. Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale;
- H. Utility rates for water and gas, and related sewer rents, except those metered to individual units.

I. Utility rates for electricity serving the Common Elements; and

J. All other amounts that the owners may agree upon or that the governing Board may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.

**6.2 SHARE OF COMMON EXPENSES.** Common Expenses shall be assessed against each Unit Owner as provided in Article 4.1 hereof. One-twelfth (1/12) of each Unit's annual assessments shall be due and payable in advance to the Association on the first day of each month of each fiscal year or on any other day selected by the Board of Directors.

**6.3 INTEREST, APPLICATION OF PAYMENTS.** Assessments and individually metered water and sewer service charges and installments on such assessments and individual metered water and service charges paid on or before five (5) days after the date when due shall not bear interest, but all sums not paid five (5) days after the date when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association shall also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment or individually metered water or sewer service charge for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

**6.4 LIEN FOR ASSESSMENTS.** The Association shall have a lien on each Condominium Unit to secure the payment of unpaid Assessments, Special Assessments and individually metered water and sewer service charges which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. No such lien shall continue for a period longer than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(4), Florida Statutes. A claim of lien for Assessments, special assessments and/or individually metered water and sewer charges shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid Assessments, Special assessments or individually metered water and sewer service charges without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorney's fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

A. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, Association Property, or the abandonment of the Unit for which the Assessments are made.

B. A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments and/or special assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title of the Unit. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

**6.5 INDIVIDUALLY METERED WATER AND SEWER CHARGES.** Individually metered water and sewer service charges for each Unit shall be determined by the calculated consumption of said services indicated on the individual meter serving the Unit.

<b>ARTICLE 7 THE ASSOCIATION</b>
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**7.1 THE ASSOCIATION.** In order to provide for the efficient and effective administration of the Condominium and the Association Property by the owners of Units, a not-for-profit corporation known and designated as SARASOTA VILLAGE GARDENS CONDOMINIUM ASSOCIATION, INC. has been organized under the laws of the State of Florida. The Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations promulgated by the Association from time to time. **No Unit Owner, except an officer of the Association, shall have any authority to act for or on behalf of the Association.** The powers of the Association shall include those set forth in this Declaration, Articles of Incorporation, Bylaws, the Condominium Act and Chapter 617, Florida Statutes, all as amended from time to time.

**7.2 MEMBERSHIP IN ASSOCIATION.** Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a Deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a Member of the Association.

**7.3 VOTING RIGHTS.** Each Condominium Unit shall be entitled to one (1) vote at membership meetings of the Association. Votes shall be cast as provided in the Bylaws.

**7.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS.** The shares of Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

**7.5 LIMITATION UPON LIABILITY OF ASSOCIATION.** Notwithstanding the duty of the Association to maintain, replace, and repair parts of the Condominium Property and facilities, the Association shall not be liable to any Unit Owners for injury or

damage caused by a latent condition of the property to be maintained, replaced and repaired by the Association, or caused by the elements or by other Unit Owners or persons.

<b>ARTICLE 8 INSURANCE</b>
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**8.1 AUTHORITY TO PURCHASE.** The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association. All insurance policies upon the Condominium Property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of Unit Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificate of mortgage endorsements to the holders of first mortgages on the Units, and if insurance companies shall agree or as otherwise required by law, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents and guests.

**8.2 UNIT OWNERS.** Each Unit Owner shall obtain insurance, at his/her own expense, affording coverage upon all real or personal property located within the boundaries of the Owner's Unit which is excluded from the coverage to be provided by the Association as set forth in that statute. Every insurance policy purchased by a Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association.

**8.3 COVERAGE.**

A. **Casualty.** The structures and all improvements upon the land and all personal property included within the Condominium Property, except such personal property as may be owned by the Unit Owners, shall be insured for the full insurable value, replacement cost, or similar coverage which shall be based upon an independent insurance appraisal or update thereof conducted at least once every twelve (12) months, with a reasonable deductible clause determined by the Board of Directors as provided by Section 718.111(11), Florida Statutes. Every hazard insurance policy shall provide primary coverage for:

1. All portions of the Condominium Property located outside the Units;
2. The Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the developer; and
3. All portions of the Condominium Property for which the Declaration of Condominium requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "Condominium Property," "building," "improvements," "insurable improvements," "Common Elements," "Association Property," or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance, shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit's boundaries. The foregoing is intended to establish the property or casualty insurance responsibilities of the Association and those of the individual Unit Owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

**B. Workers' Compensation.** As shall be required to meet the requirements of the law.

**C. Public Liability.** The Association shall purchase and maintain public liability insurance on the Common Elements of at least one Million Dollars (\$1,000,000.00), including coverage for legal liability, hired automobile, non-owned automobile and off-premises employee and agent coverage, if applicable.

**D. Cross-Liability Endorsements.** All liability insurance shall contain cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

**8.4 PREMIUMS.** Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a Common Expense.

**8.5 PROCEEDS.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank or trust company in the State of Florida, with powers as may be designated by the Board of Directors of the Association, and approved by a majority of the mortgagees of the Units in the Condominium Property (the term "Majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal of all first mortgages in said Units). Said Trustee is herein referred as the "Insurance Trustee". The Insurance Trustee shall not be liable for payment of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any provisions herein set forth. The Insurance Trustee shall hold such proceeds for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares:

**A. Common Elements.** Proceeds on account of damage to Common Elements - that undivided share for each Unit Owner and his mortgagee, if any, which is set forth as the Unit Owner's share as stated in this Declaration.

B. **Units.** Proceeds on account of damage to Units shall be held in the following undivided shares:

1. Partial destruction when the Unit is to be restored - for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each damaged Unit.

2. Total destruction of a Unit, or where the Unit is not to be restored - for all Unit Owners, the share of each being that share equal to an amount which the last annual valuation of each Unit in accordance with subparagraph 8.3(A) hereof, bears to the total valuation of all such Units.

C. **Mortgagees.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held for the mortgagee and the Unit Owner as their respective interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

**8.6 DISTRIBUTION OF PROCEEDS.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Unit Owners or the Association in the following manner:

A. **Reconstruction or Repair.** If the damage for which the proceeds were 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 Unit Owners; all remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

B. **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

<p><b>ARTICLE 9</b> <b>RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE</b></p>
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**9.1 DAMAGE TO CONDOMINIUM PROPERTY.** If any part of the Condominium Property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

A. **Partial Destruction** of Condominium Property (which shall be deemed to mean destruction which does not render one-half (1/2) or more of the Units untenable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair.



B. **Total Destruction** of Condominium Property (which shall be deemed to mean destruction which renders one-half (1/2) or more of the Units untenable) shall not be reconstructed or repaired unless approved at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, eighty percent (80%) of the Unit Owners in this Condominium must vote in favor of such reconstruction or repair.

C. **Any Reconstruction** or repair shall be substantially the same as the original construction, including any changes required by the then applicable Florida Building Code and other applicable federal and state laws.

D. **Encroachments** upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Unit or structures were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Units or structures exist.

E. **Damage to One Unit.** If the damage is only to those parts of one (1) Unit for which the responsibility of replacement or repair is that of the Unit Owner, then the Unit Owner shall be responsible for supervising reconstruction and repair after casualty. Reconstruction and repair shall be by a licensed contractor and in accordance with all applicable building codes and permitting requirements.

F. **Estimate of Costs.** Immediately after a casualty causing damage to property for which the Association has the responsibility of reconstructing and repairing, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

G. **Assessments.** Notwithstanding anything else herein to the contrary, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of costs of reconstruction and repairs are insufficient, special assessments and/or amendments to the annual budget shall be made by the Board of Directors against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damages to Common Elements shall be in proportion to the Owner's responsibility for maintenance, repair and replacement thereof detailed in Article 5 hereinbefore.

**9.2 INSURANCE ADJUSTMENTS.** Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one (1) Unit. Any deductible where loss or damage is restricted to a particular Unit shall be the responsibility of the Unit Owner.

### 9.3 CONDEMNATION.

A. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, and the Association's Board of Directors shall promptly prepare, execute, and record an amendment to the Declaration reflecting such reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a Common Element.

B. Except as provided in subsection A. above, if a part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element interest, votes in the Association, and Common Expense liability shall be reduced in proportion to the reduction in size of the Unit, and (2) the portion of Common Element interest votes, and Common Expense liability divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interest, votes, and liabilities.

C. If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

D. Reconstruction and repair in the event of condemnation shall be governed by the provisions of Article 8 of this Declaration.

<p style="text-align: center;"><b>ARTICLE 10</b> <b>OCCUPANCY AND USE RESTRICTIONS</b></p>
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In order to provide for the congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Units and the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

**10.1 PERSONS BOUND.** All provisions of this Declaration, the Bylaws of the Association and Board adopted rules and regulations which govern the conduct of persons shall apply to all Unit Owners, tenants, occupants, guests, invitees, licensees, contractors, and visitors of any Unit. Every Unit Owner shall cause all tenants, occupants, guests, invitees, licensees, contractors, and visitors of his/her Unit to comply with this Declaration, the Association Bylaws, and any Board adopted rule or regulation and shall be responsible for all violations and losses to the Common Elements caused by such tenant, occupants, guests, invitees, licensees, contractors, and visitors, notwithstanding the fact that such tenants, occupants, guests, invitees, licensees, contractors, and visitors of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws of the Association, or Board adopted rule or regulation.

**10.2 RESIDENTIAL AND BUSINESS USES.** The Units and the Common Elements shall be used for residential purposes only. No trade or business may be conducted in any Unit or on the Common Elements, except that a Unit Owner, tenant or other Unit occupant may have a home office within the Unit so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the Condominium Property; (3) the business activity does not involve persons coming on the Condominium Property who do not reside in the Property or door-to-door solicitation of residents of the Condominium Property; and (4) the business activity is consistent with the residential character of the Condominium Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium Property, as may be determined in the sole discretion of the Board.

**10.3 OCCUPANCY.** In no event shall permanent occupancy exceed two (2) persons for each bedroom. Notwithstanding the above, total occupancy may not exceed six (6) people per Unit when temporary guests are visiting. Temporary guests shall be defined as individuals gratuitously residing in a Unit at the request of the Unit Owner for not more than fourteen (14) consecutive days or a total of forty-five (45) days in a calendar year. Persons residing within a Unit for more than thirty (30) consecutive days or a total of forty-five (45) days in a calendar year shall be considered tenants and must comply with the restrictions set forth in Article 11 hereof.

**10.4 LEASE OBLIGATIONS.** No Unit may be rented for a term of less than sixty (60) days or more frequently than twice in any twelve (12) month period. The lease or rental of any dwelling unit shall not release or discharge an Owner thereof from compliance with any obligations and duties hereunder. A Unit shall be leased in accordance with Article 11 of this Declaration. Subletting, transient occupancy, and the lease, or renting out, of individual rooms or a lease of less than all of the Unit shall be prohibited. No Unit Owner may lease or rent any portion or all of a Unit while the Unit Owner is residing in the Unit. Persons residing gratuitously in a Unit with a Unit Owner shall be considered a temporary guest and shall be subject to Article 10.3 herein above.

**10.5 USE OF COMMON ELEMENTS.** The Common Areas and Recreational Facilities are for the exclusive use of the Association members, tenants, and guests. The Association shall have the authority to limit the number of guests/invitees that a Unit Owner or Tenant may invite to use the Common Elements at one time.

**10.6 ANIMALS AND PETS.** Subject to prior written approval of the Board of Directors as provided herein, up to two (2) pets (dogs, birds, fish or cats) may be kept in a Unit. No prior written approval of the Board shall be required if one (1) pet is kept in a Unit. However, the prior written approval of the Board shall be required prior to the keeping of a second pet in a Unit. No pet shall weigh more than forty (40) pounds, currently or at maturity. The Board of Directors has the authority to promulgate rules and regulations regarding pets including, but not limited to, the ability to restrict tenants from having pets, ability to permit addition types of allowable pets, or to allow short-term temporary guests to keep a pet in a Unit in addition to the Owner's pet. Those pets which, in the sole discretion of the Association, endanger the health and safety of the Unit Owners and their tenants, guests or invitees, make objectionable noise, or constitute a danger, nuisance, or inconvenience to the Owners of other Units, shall be removed upon the request of the Board of Directors. If the Unit Owner fails to honor such request, the pet may be removed by the Board of Directors. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times, whenever they are outside the Owner's Unit, be restrained on a leash and under the control of the Unit Owner. Pet waste shall be promptly removed from the common elements and discarded in the waste receptacle of the Unit in which the pet is being kept. No person shall feed (food or water) any animal or pet outside of a Unit. For further clarification, the placing, dropping, throwing, or leaving of food or water outside of a Unit anywhere on the Condominium Property for wild animals or domestic pets shall be prohibited.

**10.7 TELEVISION AND OTHER OUTDOOR ANTENNAE.**

A. **Common Elements.** No television, radio, satellite, or other antenna or satellite system may be erected, attached or installed on the Common Elements without the prior written approval of the Board of Directors. Certain television, satellite, or other antenna systems may be erected, attached or installed on the Common Elements subject to compliance with the following requirements:

1. **Permitted Antennae.** Permitted antennae (collectively hereinafter referred to as "antennae") include: direct broadcast satellite dishes (DBS) that are one meter (39 inches) or less in diameter; multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter of diagonal measurement. Permitted antennae shall be the manufacturer's original color. Permitted antennae shall be attached directly to the exterior surface as indicated below. Poles, rods, stands or other devices used for the purpose of extending Permitted Antennae shall be prohibited. No mast, antenna or similar structure for the transmitting or receiving of am/fm radio, amateur radio or any other form of radio communication shall be permitted to be erected, attached or installed on the Common Elements.

2. **Antennae Location.** Permitted antennae shall only be erected, attached or installed on the roof fascia located along the rear of the Unit. Installation on the rear roof fascia shall only be from the rear corner of the Unit to the Unit patio or porch (commonly referred to as the "lanai") as indicated on the condominium plat. No permitted antennae shall be erected or attached to the exterior of a Unit patio or porch. If the area of permitted placement specified above does not permit the Unit Owner an acceptable quality

signal because the signal is blocked by trees located on the condominium property, the Board of Directors may, at its discretion and at the sole cost of the Unit Owner, remove any portion of a tree, subject to any permitting requirement, which it determines to be interfering with the Unit Owner's reception of an acceptable quality signal.

**B. Limited Common Elements or Within Unit.** Unit Owners may erect, install or attach direct broadcast satellite dishes (DBS) that are one meter (39 inches) or less in diameter; multi-channel, multi-point distribution service devices (MMDS) that are less than one meter (39 inches) in diameter of diagonal measurement (collectively hereinafter referred to as "antennae") in areas in which the Unit Owner has exclusive control (i.e. Limited Common Elements of the Unit and within Unit). No mast, antenna or similar structure for the transmitting or receiving of am/fm radio, amateur radio or any other form of radio communication shall be permitted to be erected, attached or installed in areas in which the Unit Owner has exclusive control.

**C. Compliance with Requirements.** To safeguard the safety of the Unit Owners, occupants of the residence in which antennae is erected, attached or installed, neighboring Unit Owners, and other Unit Owners and persons residing in the Condominium, it shall be the obligation of the Unit Owner to comply with all applicable local, state and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the antennae, if any, installing the antennae away from power lines and other potentially dangerous areas, installing and using the antennae in accordance with safety recommendations and requirements of the antennae manufacturer, and in accordance with the customs and standards for the antennae industry, including compliance with electrical code requirements to properly ground the antennae, and installation requirements to properly secure the antennae and hiring licensed contractors with sufficient expertise and adequate insurance to protect their work (if installing the permitted antennae on the common elements).

**D. Application and Approval or Other Standards.** The Board of Directors may adopt an application and review policy for antennae installation to the extent permitted by state or federal law.

**10.8 EXTERIOR DECORATIONS, INTERIOR BLINDS AND DRAPES AND SIMILAR ITEMS.** In order to keep a uniform look throughout the community, the Board has the authority to regulate exterior decorations to a Unit, including, but not limited to, signs, wall hangings and holiday decorations. Unit Owners may not paint or otherwise change the appearance of any exterior wall, door, window, patio or lanai (except installation, removal or repair of a decorative covering upon the structural floor of such patio or lanai), plant any planting or flower outside of a Unit, erect any exterior lights, sculptures, fountains, flags, and similar items without the prior written approval of the Association.

**10.9 SIGNS, BANNERS, FLAGS, AND ADVERTISEMENTS.** No sign, banner, flag, billboard, notice, or advertisement of any other kind shall be placed, erected, displayed or shown anywhere within the Condominium Property including, but not limited to, those posted in windows of buildings or motor vehicles. The Association may designate a place within the Condominium Property for the posting of notices required or permitted by the Condominium Documents and the Condominium Act, and may specify by Rules and Regulations such other type or types of notices and information that Unit Owners may post at

such location, if any. Notwithstanding the above, any Unit Owner (on one of their carport support posts) may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable removable flags, not larger than four (4) feet by six (6) feet, that represent the United States Army, Navy, Air Force Marine Corps, or Coast Guard.

**10.10 PROTECTIVE SHUTTERS AND HURRICANE SHUTTERS.** Protective shutters and hurricane shutters may be installed at the Unit Owner's expense after obtaining the prior written approval of the Board. The Board may adopt standards regarding the type of shutters that may be installed and the permitted use thereof. Protective shutters and hurricane shutters may not be activated for use more than seven (7) days before the projected arrival of a hurricane or tropical storm. Protective shutters and hurricane shutters shall be deactivated within fourteen (14) days after the hurricane or tropical storm or threat has passed unless the area is under an evacuation order or another hurricane or tropical storm is imminent. If the area is under an evacuation order, the fourteen (14) day time frame is extended to begin once the evacuation order is lifted.

**10.11 PATIOS, LANAIS, AND FRONT PORCHES.**

A. **Lanais and Patios.** No equipment, storage items, or garbage shall be kept on any lanai or patio, including but not limited to, items such as towels, clothing or other similar household items. However, the foregoing shall not prevent the placing and using of patio-type furniture, plants, planters or other items normally and customarily used for residential lanais and patios. Upon prior written consent of the Board, a Unit Owner may enclose a screened lanai or patio. An enclosed lanai or patio shall be constructed in accordance with the lanai and patio enclosure standards adopted by the Board from time to time and shall be constructed by a licensed general contractor or engineer.

B. **Front Porches.** The following items may be placed or stored on the front porch: a maximum of two small (2) chairs and one (1) table that fit completely on the front porch and a reasonable number of potted plants/planters, which do not impair safe ingress and egress to the Unit. No other items shall be stored or kept on the front porch. No grill of any type shall be used or stored on the front porch. Further, the front porch shall remain unobstructed and free of any debris, clutter, or unsightly objects at all times. Each front porch slab shall remain covered with tile or carpet at all times. Tile or carpet covering the front porch slab shall be neutral in color and shall blend with the exterior of the building. Prior written consent of the Board shall be required when changing the type of front porch covering (i.e. tile to carpet or carper to tile) or when changing the color of the existing front porch covering.

C. **Outdoor Patios.** Outdoor patios shall remain free of unsightly clutter, objects, and debris. While in residence, a Unit Owner or other Unit occupant may place and use on the outdoor patio: patio-type furniture, planters, potted plants, grills, chimineas, and other items that are normally and customarily used for residential purposes on outdoor patios. Unit Owners or Unit occupants who are away from the Unit for more than two (2) consecutive weeks shall remove grills and chimineas from the outdoor patio. During this time, such grills and chimineas shall be stored within the lanai, porch, or Unit. No outdoor patio shall be used for storage. Further, it shall be prohibited to keep and/or use storages bins

or containers on the outdoor patios. The Board may adopt additional rules regarding the use of outdoor patios.

**10.12 WASTE, RUBBISH, TRASH REMOVAL.** No rubbish, refuse, garbage, trash or recyclables are to be permitted to accumulate in places other than the receptacles provided therefor. Further, nothing shall be placed outside of a Unit which obstructs the common way of ingress or egress to the other Units or the Common Elements;

**10.13 NUISANCES, OFFENSIVE OR ILLEGAL ACTIVITIES.** No portion of the Condominium Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Condominium Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Condominium Property or which will increase insurance rates on any Unit or on the Common Elements; No apparatus or machine of any sort shall be used or maintained in any Unit which causes interference with television or other such reception in other Units.

**10.14 PROHIBITION OF PERSONS CONVICTED OF FELONIES.** It shall be a violation of this Declaration for a unit to be acquired for ownership (whether in whole or in part), leased, owned, or occupied at any time for any duration by any person convicted (either via an adjudication of guilt or a withhold of adjudication) of any felony including, but not limited to, felony drug possession, felony drug trafficking or of murder, sexual battery, child molestation, rape or their equivalent under federal or state laws. It shall also be a violation of this Declaration for any ownership or leasehold interest in a unit to be provided in any manner to any such person. Notwithstanding any requirement in this Declaration that the Association provide an alternative purchaser for the transfer of a unit, the Association shall not be responsible for providing an alternative purchaser if the requested approval is denied because the person acquiring or being provided ownership of the unit is convicted of any of the enumerated crimes listed herein.

**10.15 SUBDIVISION OF UNIT.** No Unit shall be divided or subdivided.

**10.16 VEHICLES.** Passenger automobiles (excluding trucks and pick-up trucks), sport utility vehicles, passenger vans, golf carts and personal transportation devices that do not exceed eighteen feet (18') in length, may park in designated parking areas. All vehicles (with the exception of golf carts) must maintain current registration and license plates and shall be road operable. Any and all vehicles that have been modified by increasing their height, utilizing off-road tires, installing roll bars and other similar changes and/or additions are specifically prohibited. Commercial vehicles, trucks of any kind (including pick-up trucks with covered, enclosed, or open beds), campers, motor homes, trailers, motorcycles (two and three wheeled), motor scooters, motorbikes, mopeds, gas-powered bikes, boats, and boat trailers are prohibited from being brought, placed, kept, or parked at anytime on the Condominium Property, including within the Units.

A commercial vehicle is defined as a truck, pick-up, van or other vehicle with lettering or signs on the vehicle, or vehicles that contain visible tools, tool boxes, ladders, racks or other equipment used for commercial trade. Notwithstanding the foregoing limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time that they are actually servicing a home, but in no event overnight; (2) boats, trailers, trucks, commercial vehicles, recreational vehicles, and other prohibited vehicles may be temporarily parked at a Unit when they are actively being loaded or unloaded; (3) prohibited vehicles may be parked in the east side of the Clubhouse parking area, upon registration with the Association office for a period not to exceed forty-five (45) days in any calendar year.

Vehicle repair or maintenance shall be prohibited on all portions of the Condominium Property, except that a vehicle may be washed and/or waxed in a Unit carport or another portion of the Condominium Property designated for such use by the Board of Directors.

Parking of vehicles on the grass, the street, or anywhere within the Condominium Property other than in designated parking areas is prohibited. Offending vehicles may be towed at the vehicle owner's expense. All vehicles parked on the Condominium Property for more than twenty-four (24) hours, including vehicles owned or operated by: 1) Unit Owners, 2) tenants, and 3) guests occupying a Unit for more than twenty-four (24) hours shall be required to register with the Association office and/or retain parking passes on or in the vehicle as determined by the Board. Any vehicle which is parked in violation of this Section may be towed, at the discretion of the Board of Directors, without prior or written notice.

**10.17 OWNERSHIP OF UNIT BY BUSINESS ENTITIES.** Except for: 1) Association owned Units, 2) Units owned by an institutional first mortgagee upon its foreclosure or a deed in lieu of foreclosure, or 3) Units owned by a business entity on the date this document is recorded in the public records of Sarasota County, no Unit shall be owned by a business entity of any kind or form.

**10.18 GRILLS.** No hibachi, gas-fired grill, charcoal grill, or similar device used for cooking, heating, or any other purpose shall be used or kindled on any lanai, patio, or front porch or under any overhanging portion of the Unit or within ten (10) feet of any building. When not in use and when the Unit Owner or Unit Occupant are in residence, hibachis, gas-fired grills, charcoal grills or similar devices used for cooking, heating, or other purposes may be stored at the back of the Unit. Unit Owners or Unit occupants who are away from the Unit for more than two (2) consecutive weeks shall remove all hibachis, gas-fired grills, charcoal grills or similar devices from the back of the Unit and shall store them on the lanai, porch, or in the Unit. Notwithstanding the above and pursuant to applicable safety codes and regulations (City of Sarasota), it shall be prohibited to store gas cylinders twenty (20) pounds or greater within a Unit, patio, or lanai. Gas cylinders twenty (20) pounds or greater shall be removed from the Condominium Property.



**ARTICLE 11**  
**SALE, TRANSFER OR LEASE OF UNITS**

**11.1 SALE, TRANSFER, OR LEASE OF A UNIT.** In order to maintain a community of congenial and financially responsible residents and thus protect the value of the Condominium Units, no Unit may be sold, transferred, or leased except in compliance with the provisions below:

A. **Transfers Subject to Approval:** Except as provided below, no Unit Owner may lease, or dispose of a Unit or any interest therein by sale without prior approval of the Association. Association approval shall not be required for a Unit Owner to transfer or lease a unit to his or her spouse, another member of the Association or to a trustee if the Unit Owner, his or her spouse, or lineal descendants are the sole beneficiaries of the trust. The Association may delegate its approval/denial authority to a single Director, a committee or an agent.

B. **Approval of Leasing.** All leases, including lease extensions and renewals shall be subject to prior approval of the Association which shall not be unreasonably withheld. Not less than twenty (20) days prior to the commencement of the proposed lease term or the occupancy of the Unit, a Unit Owner or his/her agent shall apply to the Association for approval of such lease; if desired, the Board may adopt an application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium documents. 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 of the submittal of a complete application. No application shall be deemed complete unless: 1) all required information is provided; 2) all applicable application transfer fees are paid in full; and 3) the personal interview, by the Association, of the proposed lessee has been completed. For international lessees, no application shall be deemed complete until the Association has received a completed international background check.

C. **Disapproval of Leasing.** If the Association denies a proposed lease, lease extension, or renewal, the Unit Owner shall be notified of the reason for the denial, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any reasonable cause, including but not limited to the following factors:

1. The persons seeking approval (which shall include all proposed occupants) has been convicted (or a withhold of adjudication) of a crime involving violence to persons or property, or of any felony.

2. The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium documents; by way of example, but not limitation, a tenant taking possession of premises prior to the approval of the Association (except for lease

extensions or renewals) as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium documents.

3. A person seeking approval has a documented history of financial mismanagement or financial instability, which shall be defined by the Board of Directors.

4. A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a unit.

5. A person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner or has misrepresented any fact on the application.

6. No unit may be leased if the Unit Owner is delinquent in any assessment payment due the Association. If a delinquency occurs during the term of the lease or any extension or renewal thereof, there shall be an assignment to the Association of all rights of the Unit Owner to collect the rent for the Unit. Each lease or rental of a unit shall be in writing and shall include, or if it does not shall be deemed to include, the following provision:

**Assignment of Rent to Association.** The parties hereto agree that SARASOTA VILLAGE GARDENS CONDOMINIUM ASSOCIATION, INC. (the "Association"), shall be a third-party beneficiary to this agreement and that the tenant/lessee/occupant of the unit may be required to pay the rental payments set forth in this agreement directly to the Association in the event the landlord/lessor/owner is delinquent in the payment of regular or special assessments or any other charges to the Association. The rental payments shall be used by the Association to bring the delinquent assessments current and shall be applied to all sums due (including assessments or other charges, interest, late fees, costs and attorney's fees) in accordance with Chapter 718, Florida Statutes, as may be amended from time to time. The parties agree that the tenant/lessee/occupant, upon receiving written notice (hereinafter referred to as "notice") from the Association by hand delivery or certified mail, return receipt requested, shall make all rental payments to the Association until the delinquent assessments have been satisfied. The Association shall hand deliver or mail by certified mail, return receipt requested, a copy of the notice to the landlord/lessor/owner at the last known address of the landlord/lessor/owner. In the event the Association is required to file an action against the landlord/lessor/owner or tenant/lessee/occupant to collect the rent or otherwise enforce the terms of this provision, the prevailing party shall be entitled to its attorneys' fees and costs incurred both at trial and the appellate levels.

**D. Approval of Sale or Transfer of Unit.** The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner. A Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board along with such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. Within twenty (20) days after receipt of such fully completed notice and information, the Association must either approve or disapprove the proposed transaction. No application shall be deemed complete unless: 1) all required information is provided; 2) all applicable application transfer fees are paid in full; and 3) the personal interview, by the Association, of the proposed lessee has been completed. For international purchasers, no application shall be deemed complete until the Association has received a completed international background check.

**E. Disapproval of Sale or Transfer of Unit.** Approval of the Association shall be withheld only if a majority of the entire Board so votes. It shall be a violation of this Declaration to sell a unit to a person who has been convicted of a crime enumerated in Article 10.14 of this Declaration.

**F. Duty to Provide Alternate Purchaser.** Except as further provided herein, if the Association disapproves a prospective purchaser and the unit owner so demands an alternative purchaser be provided, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. The Association shall have no obligation to provide an alternative purchaser if the sale is denied because such sale would violate the terms of this Declaration.

**G. Screening and Application Fees.** The Association may impose a transfer fee not to exceed one hundred and no/100 dollars (\$100.00) per applicant or as permitted by law from time to time simultaneously with the giving of notice of intention to sell, transfer, or lease, said screening fee to be set by the Board from time to time and shall be in conformance with applicable law. The Association may charge additional fees to cover expenses related to international applications. No fee may be collected in connection with an application to renew a previously approved lease.

**H. Unauthorized Transactions.** Any sale, transfer or lease not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Association; provided, however, that such voidability shall exist for a period no longer than one (1) year from the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the Unit or by occupancy of the Unit; provided further that the Association must commence an action to set aside such transaction within said one (1) year period.

**I. Interviews.** In order to determine that proposed purchaser(s), tenant(s) and/or other occupant(s) are familiar with the Association's governing documents, the Board of Directors requires a personal interview with all proposed purchaser(s), tenant(s) or other occupant(s) prior to granting or denying approval of a sale, transfer or lease. The Board of Directors may designate an individual(s) to conduct such interview(s). The interview(s) itself can be conducted by all parties in person or by telephone conference call.

**ARTICLE 12**  
**AMENDMENTS OF DECLARATION**

**12.1 PROPOSAL.** An amendment to this Declaration may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by a Director or a Unit Owner. If thirty percent (30%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within one hundred twenty (120) days of delivery of the petition to the Board. A quorum at members' meetings at which a proposed amendment vote is taken shall consist of persons entitled to cast not less than thirty percent (30%) of the total votes of the entire membership.

**12.2 APPROVAL.** This Declaration may be amended at any time by the affirmative vote of not less than a majority of the voting interests of the Association. However, the affirmative vote of one hundred percent (100%) of the Unit Owners shall be required to amend the percentages of the Common Elements, Common Expenses and the Common Surplus as provided in Article 4 and the voting rights for Unit Owners under Article 7 may be amended only upon unanimous votes of all units.

**12.3 EXECUTION AND RECORDING.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. An amendment to this Declaration shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Sarasota County, Florida.

**ARTICLE 13**  
**BYLAWS**

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

**ARTICLE 14**  
**REMEDIES FOR VIOLATIONS**

**14.1 NEGLIGENCE.** A Unit Owner shall be liable for any damage, liability, cost, expense, maintenance, repair, or replacement rendered necessary by his or her act (neglect, carelessness or intentional), or by that of any member of his or her family, or their contractors, guests, invitees, employees, agents or tenants. In the event that a Unit Owner fails or refuses to pay such cost or expense upon demand from the Association, the cost or expense shall become a lien on the unit and shall be collected in the same manner as assessments.

**14.2 COMPLIANCE AND DEFAULT.** Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, Articles of Incorporation, Bylaws and Rules adopted by the Board of Directors. Failure of a Unit Owner to comply therewith shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. The Association shall arbitrate prior to litigation in such instances and manner as required by state law.

**14.3 COSTS AND ATTORNEYS' FEES.** In any proceeding arising out of an alleged failure or refusal of a person or Unit Owner to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable arbitration, mediation, prelitigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

**14.4 NO WAIVER OF RIGHTS.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**14.5 ENFORCEMENT OF MAINTENANCE.** In the event the Owner of a Unit fails or refuses to properly maintain the Unit as required in Article 5 above, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The prevailing party in such an action shall be entitled to recover court costs and their reasonable attorneys' fees.

**14.6 AUTHORITY TO LEVY FINES.** In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may also levy a fine against any Unit Owner for failure of the Unit Owner or of a unit tenant, occupant, licensee or invitee to comply with this Declaration of Condominium, the Bylaws of the Association or Association Rules.

<p><b>ARTICLE 15</b> <b>TERMINATION OF CONDOMINIUM</b></p>
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The above-described property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the Units and the two-thirds (2/3rds) consent of all of the institutional first mortgage holders, by an instrument to that effect executed by the President and Secretary of the Condominium Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. In the event of such termination, the rights of owners of mortgages or other liens and procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of a banking trustee selected by the Board of Directors of the Association.

**ARTICLE 16**  
**EASEMENTS**

**16.1 SUPPORT.** Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

**16.2 UTILITY, OTHER SERVICES AND DRAINAGE.** The Association has the authority to convey and dedicate perpetual easements for the installation, construction, repair, maintenance, and replacement of private and public utility lines and services, water, sewer, cable, telephone and other services, drainage and drainage ditches, pipes, catch basins and other facilities of all kinds over, under, and through the Condominium Property and the Buildings or other structures. Utility easements may be granted to any public or private utilities as may be necessary or desirable to provide utility services to the Condominium Property. All public and private utility companies rendering utility services to this Condominium shall have a perpetual nonexclusive easement over and through all of the common Property areas of the Condominium Property 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 Property for such purposes, the roadways, grass, Property, landscaping, and other improvements which are disturbed shall be restored by the utility company, at its own expense, as soon as practicable to their prior condition as nearly as possible. A Unit Owner shall do nothing within or outside of the Owner's Unit that interferes with or impairs, or may interfere with or impair, the provision of such utilities or other services or drainage facilities or the use of these easements. The Association or its designee shall have a right to access each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduit and other utility, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Unit Owner's improvements interfering with or impairing such facilities or easements herein reserved, at Unit Owner's expense; provided such right of access, except in the event of an emergency entry, shall be made on not less than twenty-four (24) hours notice. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

**16.3 ENCROACHMENTS.** In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason and caused by any event of any kind or nature other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

**16.4 INGRESS AND EGRESS.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners and all those claiming by, through or under the aforesaid.

**16.5 ADDITIONAL EASEMENTS.** The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association irrevocably as their attorney-in-fact for this purpose), shall have the right to grant such additional easements for the placement and maintenance of such additional electric, drainage, gas, sewer, cable TV or other utility or service easements and/or areas, or relocate any existing utility or service easements and/or areas or drainage facilities (subject to applicable restrictions), in any portion of the Condominium, and to grant access easements or relocate any existing access easements in any portion of the Condominium, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units.

<b>ARTICLE 17 MISCELLANEOUS</b>
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**17.1 SEVERABILITY.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, Bylaws, or Rules shall not effect the remaining portions hereof.

**17.2 BINDING EFFECT.** All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes 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.

**17.3 APPLICABLE STATUTES.** The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

**17.4 CONFLICTS.** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Condominium documents shall take priority in the following order: this Declaration of Condominium, Articles of Incorporation, Association Bylaws and then the Association Rules and Regulations, all as amended from time to time.

**17.5 HEADINGS AND CAPITALIZATION.** The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

**17.6 INTERPRETATION.** The provisions of this Declaration shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and providing for the same. The terms of this Declaration, Articles of Incorporation, Bylaws and Rules shall not be construed in favor of or against the Association or a Unit Owner in the event of arbitration or litigation.

**ARTICLE 18**  
**ACTION WITHOUT A MEETING BY WRITTEN AGREEMENT**

Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Association Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.