

Prepared by and return to:
Eric N. Appleton, Esq.
Michelle R. Drab, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913

_____ [space above line for recording information] _____

**CERTIFICATE OF AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF PERICO BAY VILLAGE, CONDOMINIUM**

The date of this Amended and Restated Declaration of Condominium of Perico Bay Village, a Condominium, is March 8, 2017. This Amended and Restated Declaration of Condominium amends the Declaration of Condominium of Village I at Perico Bay, a Condominium, recorded at Official Records Book 1120, Page 3320, Public Records of Manatee County, Florida ("Village I Declaration"), and the Declaration of Condominium of Village II at Perico Bay, a Condominium recorded at Official Records Book 1127, Page 739, Public Records of Manatee County ("Village II Declaration"), and the Declaration of Condominium of Village III at Perico Bay, a Condominium recorded at Official Records Book 1195, Page 998, Public Records of Manatee County ("Village III Declaration"), as each may have been amended and supplemented, and restates, in a single document, the covenants, conditions, easements, charges, assessments, affirmative obligations and liens applicable to the Property, as defined herein (collectively, the Village I Declaration, Village II Declaration, and Village III Declarations are the "Declarations").

RECITALS

A. PERICO HOUSING CORPORATION, a Florida corporation, herein called "Developer" for itself, its successors and assigns previously caused to be executed the Declarations, submitting the lands and premises therein described to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes.

B. The Declarations have been amended and supplemented, and thereafter merged as follows:

1. The Village I Declaration, which was recorded at Official Records Book 1120, Page 3320, Public Records of Manatee County, Florida, has been amended and supplemented as follows:

62G8732.DOCX

	Instrument Date	Official Records Book/Page
First Amendment ¹	October 4, 1985	1124/3436
Second Amendment	November 22, 1985	1129/495
Third Amendment	November 22, 1985	1129/3313
Fourth Amendment	June 10, 1986	1150/3191

2. The Village II Declaration, which was recorded at Official Records Book 1127, Page 739, Public Records of Manatee County, Florida, has been amended and supplemented as follows:

	Instrument Date	Official Records Book/Page
First Amendment	December 6, 1985	1130/2026
Second Amendment	June 10, 1986	1150/3193
Third Amendment	July 14, 1986	1153/2584
Sixth Amendment	January 8, 1990	1284/1619

3. The Perico Bay Village I Association, Inc., Perico Bay Village II Association, Inc. and the Perico Bay Village III Association, Inc. were thereafter merged and the Village II Declaration was amended to effectuate the merger, pursuant to the Plan of Merger which was recorded at Official Records Book 1230, Page 3592, Public Records of Manatee County, Florida (the Village II Declaration, as amended by the Plan of Merger is referred to herein as the "Original Declaration")

C. The Original Declaration, as amended to date, provides in Section 22.02 as follows:

An amendment may be proposed either by the Board or by the owners of 10% or more of the total number of units in the Condominium. An amendment shall be adopted by the affirmative approval of a resolution adopting such amendment, except as elsewhere provided, in the following manner:

- (a) The affirmative approval of not less than 75% of the entire membership of the Board, and by the owners of not less than 67% of the units in the Condominium; or
- (b) By the affirmative approval of the owners of not less than 75% of the total number of units in the Condominium.

Section 22.06 further provides that:

A copy of the amendment shall be attached to a certificate certifying that the amendment was duly adopted and in what manner the amendment was duly adopted, which certificate shall be executed by the officers of the Association

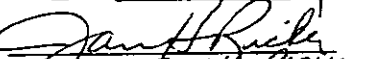
¹ Recorded as "Amendment Number Two to Declaration of Condominium of Village I at Perico Bay"

with the formalities required for a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Manatee County.

NOW, THEREFORE, Janyce Whitney, as President, and Russell Stanley, as Secretary, of Perico Bay Village Association, Inc., do hereby certify that the following Amended and Restated Declaration of Condominium of Perico Bay Village, a Condominium, was duly adopted and approved by the affirmative vote of seventy five percent (75%) of the Unit Owners and is effective as of the date listed above.

Signed, sealed and delivered in the presence of:


Print name: Janyce Whitney

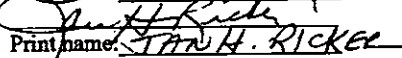

Print name: JANYCE WHITNEY

PERICO BAY VILLAGE ASSOCIATION, INC.

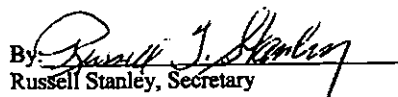
By: 
Janyce Whitney, President

Signed, sealed and delivered in the presence of:


Print name: Russell Stanley


Print name: RUSSELL STANLEY


ATTEST:

By: 
Russell Stanley, Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 8th day of MARCH, 2017, by Janyce Whitney and Russell Stanley, President and Secretary, respectively, of Perico Bay Village Association, Inc., who are personally known to me, who did not take an oath under the laws of the State of Florida, who executed the foregoing Amended and Restated Declaration of Condominium of Perico Bay Village, a Condominium, and jointly and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.




Notary Public, State of Florida
Print Name: Ellen Brown
My Commission Expires: July 18, 2017

ARTICLE 1
Description of the Land

The Developer owned fee simple record title to certain land and improvements located and situated in Manatee County, Florida, such real property being more particularly described and identified in composite **Exhibit A** (Villages I, II, and III at Perico Bay) attached hereto and made a part hereof, including certain fee lands, easements, and shared use rights as described in Exhibit A of this Declaration.

ARTICLE 2
Submission Statement

The Developer submitted the land described and designated as Phase I of Village I at Perico Bay, Phase I of Village II of Perico Bay, and Village III of Perico Bay on composite Exhibit A, collectively, the "**Property**", together with all easements of record, shared use rights, and all improvements from time to time erected or installed or to be erected or installed thereon, to the condominium form of ownership and use pursuant to the provisions of chapter 718, *Florida Statutes*, as amended from time to time (the "**Condominium Act**"), and pursuant to the terms and provisions of this Declaration.

ARTICLE 3
Name

The name by which this condominium (the "**Condominium**") is to be identified is PERICO BAY VILLAGE, A CONDOMINIUM.

ARTICLE 4
Definitions

Generally, terms used in this Declaration, and its exhibits, shall have their normal generally accepted meanings or the meanings given in the Condominium Act. The following words and terms used in this Declaration and in its exhibits, including, but not limited to, the Articles of Incorporation and Bylaws of Perico Bay Village Association, Inc., shall be defined as follows, unless the context clearly requires a different meaning:

4.1 **Association**. Association means Perico Bay Village Association, Inc., a Florida not-for-profit corporation, the legal entity responsible for the operation of the Condominium as set forth in the Condominium Documents. Pursuant to the Plan of Merger recorded on August 11, 1988 in O.R. Book 1230, Page 3590 of the official records of Manatee County, the Perico Bay Village I Association, Inc., Perico Bay Village II Association, Inc., and Perico Bay Village III Association, Inc. were merged and the surviving corporation is the Perico Bay Village Association, Inc.

4.2 **Association Property**. Association Property shall mean the property, real and personal, which is owned or leased by, or which is dedicated on a recorded plat, to the Association for the use and benefit of its Members.

4.3 **Board**. Board means the Board of Directors of the Association.

4.4 Building(s). Building(s) means the buildings which contain the Units and certain of the Common Elements.

4.5 By-Laws. By-Laws shall mean the By-Laws of Perico Bay Village Association, Inc., recorded in connection with the Plan of Merger recorded at O.R. Book 1230, Page 3590 of the official records of Manatee County.

4.6 Common Elements. Common Elements shall mean and include the portions of the Condominium Property which are not included within Units, but including, without limitation, (a) all easements over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities which may exist for the furnishing of Utility Services or other services to Units and/or the Common Elements, (b) an easement of support in every portion of a Unit which contributes to the support and structural stability of the Unit, any other Unit, the Common Elements or Limited Common Elements and such other improvements constructed upon any other portion of the Condominium Property; (c) the property, improvements, facilities, devices and installations required for furnishing of Utility Services or other services to more than one Unit (as and to the extent applicable) or to the Common Elements, (d) the Surface Water and Storm Water Management System, if any; (e) tangible personal property reasonably required or desirable for the maintenance and operation of the Condominium, including any tangible property owned by the Association; and (f) any other parts of the Condominium Property designated as Common Elements on the Condominium Plat and/or pursuant to this Declaration or the Condominium Act. References herein to Common Elements shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

4.7 Common Expenses. Common Expenses means all expenses incurred or anticipated to be incurred by the Association in the administration and management of the Condominium Property, including, but not limited to, the following:

(a) Expenses for the maintenance, operation, repair or replacement of the Common Elements and the Association Property, the Limited Common Elements, and the parts of the Units to be maintained by the Association.

(b) Costs and expenses of capital improvements and betterments and/or additions to the Common Elements and Limited Common Elements.

(c) The expenses of administration and management of the Association attributable to the Condominium as hereinafter set forth and as set forth in the Articles of Incorporation and Bylaws of the Association, including compensation paid by the Association to an accountant, attorney, or other employee, professional or independent contractor. Such expenses shall also include any compensation, fees, salaries, costs or expenses paid to any management company or individual engaged to administer and manage the Condominium.

(d) Expenses declared Common Expenses by the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association.

(e) Any valid charge against the Condominium Property as a whole.

(f) The cost of any utility service fee or charge billed to the Condominium as a whole and not separately to each unit, or if such charges are billed to more than this Condominium, this Condominium's Proportionate Share thereof.

(g) The cost of providing uniform cable television service to units.

(h) All budgeted reserves for replacement and maintenance of the Condominium Property as required under the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association.

(i) Expenses for the operation, maintenance, and, if necessary, replacement of the Surface Water and Storm Water Management System, if any.

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

4.9 Condominium Documents. Condominium Documents means this Declaration and the Exhibits hereto, the Articles and Bylaws of the Association, the Rules and Regulations of the Association, and any amendments now or hereafter made.

4.10 Condominium Parcel. Condominium Parcel means a Unit together with the undivided shares in the Common Elements and Limited Common Elements which are appurtenant to the Unit.

4.11 Condominium Property. Condominium Property means the Property described in Article II herein and all improvements thereon, and all easements and rights appurtenant thereto, which have been submitted to condominium ownership under this Declaration, and which includes the property formerly known as Village I at Perico Bay Club, a Condominium, Village II at Perico Bay Club, a Condominium, and Village III at Perico Bay Club, a Condominium.

4.12 Developer. Developer means PERICO HOUSING CORPORATION, and any successor Developer as defined by *Florida Statutes* or by the Florida Administrative Code.

4.13 Life Safety Systems. Life Safety Systems means those systems installed and/or constructed by the Developer and/or the Association and designed to protect a Building and its occupants from emergencies, including, but not limited to, fire suppression system, fire alarm monitoring system, pumps, control valves, smoke alarms, horns, strobes, emergency lighting, smoke evacuation or exhaust systems, sprinklers (including stand pipes, fire pumps and control valves, foremen's control and enunciator panels and related facilities), call boxes, emergency generators and other related improvements, devices and equipment, and all utilities, wiring, sensors or service lines connected thereto, security systems and camera monitoring systems. Any similar systems installed and/or constructed within a Unit to protect the Unit and its occupants from emergencies shall not be part of the Life Safety Systems of the Building

4.14 Institutional Mortgagee. Institutional Mortgage means a bank, savings bank, savings and loan association, credit union, insurance company, mortgage company, mortgage broker, Federal National Mortgage Association, union or other pension fund authorized to do business in Florida, business or investment trust, an agency of the United States Government or the State of Florida or any subdivision thereof, the holder of any mortgage insured by any agency of the United States Government or the State of Florida, or any subdivision thereof, or any lending entity commonly recognized as an institutional lender. If there exists any doubt as to whether or not a given mortgagee is an institutional mortgagee hereunder, such mortgagee or an owner or prospective owner may make application to the Board for a determination as to whether or not such mortgagee is an institutional mortgagee. The Board shall make such determination within ten (10) days of receipt of such application, and issue its determination in written recordable form. Any determination by the Board that a mortgagee is an institutional mortgagee shall be binding upon the Association, all unit owners and other mortgagees, and shall entitle such mortgagee to all of the rights of an institutional mortgagee hereunder.

4.15 Limited Common Elements. Limited Common Elements means those Common Elements, or portions thereof, the use of which is reserved to a certain Unit or Units to the exclusion of other Units and as shown on the Condominium Plat (as hereinafter defined) or otherwise specified in this Declaration. Limited Common Elements shall include, but is not limited to:

- (a) a parking space or carport assigned to a particular Unit;
- (b) the entrance door of a Unit;
- (c) any loggia, terrace, porch, patio or walkway attached to an exterior wall of a building that serves one particular adjacent unit, subject to any right of passage in favor of other units reasonably necessary to provide access to a stairway that is a limited common element appurtenant to such other unit or units;
- (d) any stairways serving a particular unit;
- (e) fenced garden areas or courtyards adjacent or contiguous to a Unit, subject to any right of passage in favor of owners of other units or the Association for reasonably necessary access to a unit or common elements for purposes of maintenance or otherwise hereunder;
- (f) any other item designated as a limited common element herein or in Exhibit A.

Notwithstanding anything to the contrary herein, the expense of all maintenance, repair, replacement and/or reconstruction of the HVAC system appurtenant to a Unit shall be the sole obligation of the Unit Owner and not the Association and shall not be subject to Limited Common Element Assessments, as described elsewhere herein. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly prohibited.

4.16 Person. Person means an individual, trust, estate, partnership, association, company, corporation, joint venture or any legal entity or combination thereof.

4.17 Rules and Regulations. Rules and Regulations means those certain rules and regulations promulgated by the Board of Directors from time to time pertaining to use of the Condominium Property. Any amendments or modifications to the Rules and Regulations need not be recorded in the public records of the County, but shall be maintained in the official records of the Association. Amendments to the Rules and Regulations shall be effective upon the affirmative vote of a majority of the Association's Board of Directors at any duly noticed regular or special meeting of the Board of Directors.

4.18 Surface Water and Storm Water Management System. Surface Water and Storm Water Management System means those portions of any surface water and storm water management system constructed and/or maintained within the Condominium Property, including but not limited to, any real and personal property which is part of any surface water management system or described or designated on Exhibit A as the "Drainage Easement," including, but are not limited to, all inlets, ditches, swales, retention and detention ponds and areas, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, drainage easements, culverts, water control structures, and related appurtenances.

4.19 SWFWMD. SWFWMD or District means and refers to the Southwest Florida Water Management District.

4.20 Unit. Unit means each part of the Condominium Property which is subject to distinct and exclusive ownership. Each Unit shall be separately identified and delineated on the Condominium Plat. Units may not be subdivided.

4.21 Unit Owner. Unit Owner means the record owner of a Condominium Parcel.

4.22 Utility Services. Utility Services shall mean all available utilities to the Condominium Property and the improvements constructed thereon and shall include but not be limited to electric power, gas, water, sanitary sewer, solid waste disposal, storm drainage, stormwater management systems, irrigation systems, telephone, and cable television, as applicable.

4.23 Voting Interests. Voting Interests means the voting rights distributed to the Members of the Association as set forth in the By-laws attached as Exhibit D of this Declaration.

4.24 Substantial Loss or Damage. Substantial Loss or Damage means loss or damage whereby two-thirds (2/3) or more of the Condominium Property is rendered uninhabitable.

ARTICLE 5

Description of Condominium and Development Plan

The Condominium contains 64 Units and the certificate of surveyor and mapper required pursuant to Section 718.104 of the Condominium Act is contained on the Condominium Plat (as hereinafter defined).

5.1 **General.** The following elements of the Condominium are described below, and more particularly described on composite **Exhibit A** attached hereto and by this reference incorporated herein, as applicable:

(a) The legal description of the Property constituting all land and improvements which is, or may subsequently become, part of the Condominium.

(b) The condominium drawings consisting of a survey, graphic description of the improvements constructed on and within the Property and a plot plan thereof more particularly describing the number and size of the Units comprising the Condominium and the areas and facilities contained therein to be owned as Common Elements.

(c) Each Unit Owner shall have an undivided 1/64th ownership interest in the Common Elements and share of Common Expenses for each Unit owned by the Unit Owner.

5.2 **Timeshare Estates.** Pursuant to the requirements of Section 718.403(2)(f) of the Condominium Act, it is hereby specified that no timeshare estates or interests will be created with respect to any of the Units in the Condominium.

5.3 **Phase Development.** The Condominium was developed in phases in accordance with Section 718.403, of the Condominium Act and the provisions of the Declaration.

(a) **General Development Plan.** The final Development Plan consists of three (3) phases. The phases contain the number of units and facilities hereinafter described and the total number of units after completion of all phases shall be and is 64. The units in each phase shall be similar to the units in the initial phase as to their general size. Exhibit A reflects the approximate proposed location and configuration of streets, easements and common element buildings and other improvements.

(b) **Description of Phases.** The following is a description of each phase:

- 1) Phase 1. Phase 1, consists of thirty-two (32) units, constitutes the initial condominium, and is located on the land described and depicted on Exhibit A and formerly known as Perico Bay Village II.
- 2) Phase 2. Phase 2 consists of sixteen (16) units, and is comprised of land developed and located substantially as described and depicted on Exhibit A and formerly known as Perico Bay Village III.

- 3) Phase 3. Phase 3, consists of sixteen (16) units, and is comprised of land developed and located substantially as described and depicted on Exhibit A and formerly known as Perico Bay Village I.

ALL BUILDINGS AND IMPROVEMENTS COMPRISING THE CONDOMINIUM HAVE BEEN COMPLETED.

5.4 Unit Boundaries. Each Unit is identified by a separate numerical designation as set forth on the Condominium Plat. The boundaries of each Unit are generally shown on the Condominium Plat, and each Unit shall include that part of the Building that lies within the following boundaries:

(a) **Upper and Lower Boundaries.** The upper and lower boundaries of each Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.

1) **Upper Boundaries.** The horizontal plane of the unfinished lower surface of the material comprising the ceiling of the Unit as originally constructed by the Developer or shown on the Condominium Plat.

2) **Lower Boundaries.** The horizontal plane of the unfinished uppermost surface of the floor of the Unit.

3) **Boundaries Further Defined.** The boundaries of the Unit shall not include all of those spaces and improvements lying behind or beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions or non-bearing interior walls or partitions which establish the boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed to be a part of the Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.

(b) **Perimetrical Boundaries.** The perimetrical boundaries of the Units shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit, as depicted on the Condominium Plat, extended to their planar intersections with each other and with the upper and lower boundaries of the Unit.

(c) **Additional Items Included in Units.** To the extent the following items exist for the use of a Unit, such items shall be considered to be a part of the Unit, regardless of whether or not such item in whole or in part exists within the physical boundaries described above:

(1) all bathroom and plumbing fixtures, including, but not necessarily limited to, sinks, tubs, showers, toilets, vanities, exhaust fans and medicine or other related storage cabinets;

(2) all electrical and lighting fixtures, including, but not necessarily limited to, electrical outlets and switches, lamps, bulbs, switch and control boxes, telephone outlets, circuit breakers, cable television or other communications jacks or outlets, circuit breakers and circuit breaker panels;

(3) all water heaters, heating equipment and air conditioning equipment which serve only the Unit; and

(4) all pipes, ducts, wiring, facilities, cables and conduits of any kind, nature or type which service only the Unit

(5) all vents, doors, windows, and such other structural items as ordinarily provide physical enclosure to a unit shall be considered limited common elements, including the volume of space between the unit boundary and the interior surfaces of such structural items, including but not limited to doors, windows, screens and frames, casing, jams, and sills.

(d) **Exclusions from Units.** For purposes of clarity and confirmation to the Owners of the Units, any utility lines which are located within a Unit and which provide service to more than one Unit shall be considered to be Common Elements or Limited Common Elements appurtenant to the Units so served, as applicable, notwithstanding their physical location being within the boundaries of a Unit. A Unit shall not be deemed to include the following: (i) any structural components of the Building, including, without limitation, the foundation, footers, pilings, girders, beams, supports, exterior walls, all weight bearing walls, slabs, pillars, columns, shear walls, elevator shafts, exterior finishes or facades attached or affixed to any of the foregoing, floor slabs, and post tension cables, tendons, couplings or rods, roofs, roof trusses, roof support elements and roofing materials and insulation; (ii) essential and permanent installations and equipment for power, lights, and exhaust fans which are utilized for, serve, or pass through more than one Unit or the Common Elements; (iii) exterior windows and glass surfaces of the Building; or (iv) pipes, conduits, ducts, vents and other service and utility lines which serve more than one (1) Unit or the Common Elements.

(e) **Additional Information to Interpret Unit Boundaries.** Entry doors and door frames (including the door casings, sliders, weather stripping, thresholds, and hardware for any sliding or fixed glass doors) serving the Unit shall be included within the boundaries of the Unit. Included within the boundaries of each Unit shall be: any drywall, sheetrock or gypsum board, studs, paint, coating, covering, finish, millwork or other item attached to or suspended from the ceiling of such Unit; any carpeting, tile, slate, wood, parquet, marble, flooring, paint, coating, covering, finish, millwork or other item of flooring of such Unit; and any paint, tile, wallpaper, finishes, coatings, coverings, millwork, or other item attached to or suspended from the perimeter walls or surfaces of such Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the

boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be deemed a part of the Unit.

(f) **Exceptions and Conflicts.** In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on composite **Exhibit A** the above provisions describing the boundary of a Unit shall control, and the Board of Directors of the Association, by simple majority vote, shall have the right to unilaterally amend the Declaration to correct any inconsistency, without the joinder of any Unit Owner or mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, a survey of the Unit shall control in determining the boundaries of a Unit.

ARTICLE 6 **Easements**

Each of the following easements is reserved and shall exist under, through and over the Condominium Property as applicable.

6.1 Support. Each Unit shall have an easement of support and necessity in every portion of all other Units and the Common Elements; and each Unit shall be subject to an easement of support and necessity in every portion of the Unit in favor of all other Units and the Common Elements. Such easements shall include the existence, maintenance, repair, reconstruction of all building components providing structural support, stability and integrity. No unit owner shall do, cause, or permit to be done any act in and about a unit, and the improvements therein, which shall impair the structural stability and integrity of any unit, building, or any portion thereof.

6.2 Utilities and Other Services. To the extent that any part of the Life Safety System or any utility line, pipe, wire or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of any part of the Life Safety System or any utility line, pipe, wire or conduit, and such non-exclusive easement to be in favor of the Unit, Units or Common Elements served by the same and the Association. In addition, non-exclusive easements are hereby reserved unto the Association and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all Utility Services (whether public or private), communications and security systems, and other service which may serve the Condominium Units. A non-exclusive easement is also reserved unto the Association and granted to all applicable governmental entities over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on any or all portions of the Condominium Property. This obligation shall run with the land, as do other provisions of the Declaration. A Unit Owner shall do nothing within or outside its Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable

television, communications and security systems, or other service or drainage facilities or the use of these easements or the operation of the Life Safety Systems.

6.3 Air Space. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in air space which is vacated shall be terminated automatically.

6.4 Encroachments. If: (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements for any reason other than the intentional or negligent act of the Unit Owner; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

6.5 Construction and Maintenance. Easements, including but not limited to ingress and egress, are hereby reserved to each Unit Owner under, through and over the Common Elements as may be required for the reconstruction, repair, and maintenance of the Unit(s) owned by such Unit Owner(s).

6.6 Ingress/Egress. A non-exclusive easement in favor of each Unit Owner, the Association, and their employees, customers, lessees, guests, licensees and invitees shall exist for pedestrian traffic over, through and across sidewalks, streets, driveways, stairways, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and/or intended for such purposes. This easement shall not be construed to grant or create the right or privilege to park any vehicle on any part of the Condominium Property not designated as a parking area. None of the easements specified in this subsection shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

6.7 Unit Access. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

6.8 Limited Common Element Access. The Association shall have the irrevocable right of access to the Limited Common Elements during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements, including the Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, the Limited Common Elements or to another Unit.

6.9 Permits, Licenses, Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for drainage, utilities, access and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.

6.10 Easement for Access, Drainage and Maintenance. The Association shall have a perpetual non-exclusive easement over all areas of and immediately surrounding the Surface Water and Storm Water Management System for access to operate, maintain or repair the system, together with a perpetual easement for ingress and egress thereto. By this easement, the Association shall have the right to enter upon any portion of the Condominium Property which is a part of the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the system as required by applicable laws and/or permits. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System. This easement may not be removed from its intended use by subsequent Owners.

6.11 Emergency Ingress and Egress. A perpetual, non-exclusive easement over and across any portion of the Condominium Property that is needed for emergency ingress and egress to and from the Units and/or the Building.

6.12 Additional Easements. The Association, on its behalf and on behalf of the Unit Owners (each of who hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any part of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property as the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, and for the general health or welfare of the Unit Owners or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

6.13 Easements on Plat. If not previously existing, any other easements described or shown on the Condominium Plat are hereby created.

ARTICLE 7 **Appurtenances to Units**

Appurtenances to each Unit shall include, but not be limited to, the following, and all appurtenances shall pass with the title to each Unit, whether or not separately described.

7.1 Common Elements and Common Surplus. Each Unit Owner shall own an undivided 1/64th share in the Common Elements and Common Surplus for each Unit owned by the Unit Owner, which share shall be an appurtenance to each Unit.

7.2 Percentage Share in Common Expenses and Common Surplus.

Liability for Common Expenses and interest in Common Surplus shall be on a per unit basis. Each unit shall be liable for 1/64 of the Common Expenses and shall have a 1/64 interest in the Common Surplus. A Unit's interest in the Common Surplus does not, however, include the right to withdraw or direct payment or distribution of the Common Surplus.

7.3 Limited Common Elements.

Each Unit Owner shall have the exclusive right to use such portion of the Common Elements as may be designated in this Declaration or the Condominium Plat, or assigned to the Unit, as the Limited Common Elements appurtenant to such Unit.

7.4 Membership in Association and Voting Rights.

Membership in the Association with the full voting rights appurtenant thereto, and other appurtenances as may be provided by this Declaration or the Condominium Act. Subject to the provisions of the By-Laws of the Association applicable thereto, a unit owner is entitled to one vote for each unit owned. In the event that the unit shall be owned by more than one individual, then all owners of such unit shall agree upon and designate, in writing, the name of one of the individual unit owners of that unit as the designated voter, which written designation of voter shall be filed with the secretary of the Association. Only the unit owner so designated shall be entitled to vote the one vote for the subject unit owned.

7.5 Easements.

All easements, licenses, rights and servitudes forming a part of the Condominium Property, whether now in existence or hereafter created.

7.6 Association's Power to Convey.

The Association shall have a limited power to convey portions of the Common Elements to condemning authorities for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7.7 Restraint upon Separation and Partition of Common Elements.

The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described. A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

7.8 Assignment and Use of Limited Common Element Parking Spaces and Carports.

The Association's Board of Directors, without need for a membership vote, is hereby authorized to reassign Limited Common Elements as a Limited Common Element to a specific Unit or Units, with the written consent of the Owners whose use of the Limited Common Element is directly affected; and provided no such reassignment would materially impair the rights of the Unit Owners of other Units under this Declaration. Parking spaces and carports assigned to a Unit shall be a Limited Common Element appurtenant to the Unit. Parking spaces and carports shall be assigned and transferred only as provided in this paragraph by a written instrument filed with the Association. Any parking spaces or carports not assigned to a particular Unit shall be a Common Element.

(a) **Rules and Regulations.** The Association shall have the right to create such reasonable rules and regulations governing the parking spaces and carports (both Common Element and Limited Common Element parking spaces and carports) and the use and occupancy of same within the Condominium as the Board of Directors deems appropriate

(b) **Towing.** The Association shall have the right, but not the obligation, to enforce the provisions of this Section 7.9 through all legal means, including, without limitation, having vehicles which are not in compliance with the terms of this Declaration or the Rules and Regulations towed from the Condominium Property at the expense of the vehicle owner.

7.9 Balconies, walkways, and stairways. All balconies, walkways, and stairways shall be Common Elements, except that any balcony, walkway, stairway, loggia, terrace, porch, patio, courtyard, or fenced area adjacent or contiguous to and exclusively serving a particular Unit shall be a Limited Common Element of that Unit reserved for the exclusive use of the Unit served, subject to a right of passage in favor of the owners of other Units or the Association for reasonably necessary access to a unit or common element for any purpose allowed pursuant to law or this Declaration or the Condominium Documents.

ARTICLE 8

Maintenance, Repair and Replacement; Changes, Improvements and Additions; Condominium Property.

Responsibility for the maintenance, repair and replacement of the Condominium Property and restrictions upon changes, improvements and additions thereto shall be as follows:

8.1 Maintenance, Repair and Replacement - Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and the Limited Common Elements which are appurtenant to the Units (except as otherwise specifically provided herein or in section 8.2), including, but not limited to, all conduits, ducts, plumbing lines, wiring, the fire suppression system, the fire alarm monitoring system, and other equipment located within a Unit to the extent any of the same is/are utilized for the purpose of furnishing Utility Services to a portion of the Condominium Property not contained within such Unit. The Association shall be responsible for all non-routine maintenance, including painting, and all repair and replacement of any balconies, loggia, terraces, porches, patios, stairways, walkways, parking spaces, and carports which are Limited Common Elements reserved for the exclusive use of a Unit. The Association shall be responsible for the maintenance, repair, and replacement of all Limited Common Elements that are appurtenant to more than one unit. The Association shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All expense connected with the Association's responsibilities of maintenance, repair and replacement shall be a Common Expense. Should any maintenance, repair or replacement of a portion of the Common Elements, including, without limitation, Limited Common Elements which are the responsibility of the Association, be required as a result of any action of a Unit Owner or the lessees, servants, guests, invitees, contractors, sub-contractors or licensees of a Unit Owner, then such Unit Owner shall be responsible therefor and the Association shall have

the right to levy a fine or Limited Common Element Assessment or Special Assessment against the Owner of such Unit.

8.2 Maintenance, Repair and Replacement - Unit Owners. Except as otherwise provided in Section 8.1 above, each Unit Owner shall, at their sole cost and expense, be responsible for the maintenance, repair and replacement of:

- (a) all parts of their Unit;
- (b) all fixtures, mechanical and electrical equipment such as heating and air conditioning systems, plumbing and any other item of equipment, furnishings and any other item contained within each Unit, except as otherwise provided in Section 8.1 above;
- (c) the air-conditioning and heating systems exclusively serving a Unit, including any and all compressors, air-handlers, duct work and other related parts and fixtures, equipment, installation and devices, whether located inside or outside of the Unit, or wholly or partly on or in any Common Element or Limited Common Element;
- (d) the electrical panel, conduit, wiring, outlets, switches and fixtures from the point which same are deemed to exclusively serve the Unit, even where locate outside the unit boundary.
- (e) doors, windows, glass, screens and other structural items described in section 5.4(c), except as provided in Section 8.1 above.

Each Unit Owner shall be responsible for routine maintenance and cleaning of any balcony, loggia, terrace, porch, patio, stairway, walkway, courtyard or fenced garden area for which the Unit Owner has an exclusive right of exclusive use and any carport or parking space assigned to the Unit. Whenever maintenance, repair or replacement, for which a Unit Owner is responsible, results from loss or damage which is covered by insurance maintained by the Association, the proceeds of such insurance received by the Association shall be used for the purpose of any such maintenance, repair or replacement, except that the Unit Owner shall be required to pay such part of the cost of such maintenance, repair or replacement that, by reason of the applicability of any deductible provision of such insurance, exceeds the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

8.3 Interpretation of Maintenance Obligations. In the event of a dispute between a Unit Owner and the Association concerning the determination of which party is responsible for the maintenance, repair or replacement of any improvement to a Unit, the decision of the Association's Board of Directors shall be final and binding upon all Unit Owners.

8.4 Failure to Maintain. The Association and its agents may enter any unit or limited common element upon reasonable notice and during reasonable hours to inspect such unit or limited common element. If a unit owner has failed to maintain or repair the unit or limited common element as required hereby, after notice, the Association may perform such maintenance and make such repairs that the Unit Owner has failed to perform or make. All costs of such maintenance and repairs shall be charged to the Unit Owner as a special assessment and

may be collected and enforced in the same manner as any other assessment. Until so collected, such costs shall be treated as a common expense.

8.5 Changes, Improvements and Additions - Association. The Association shall not make any alteration or improvements to the Common Elements or any part thereof without prior approval of not less than seventy-five percent (75%) of the record owners of the Units; provided, however, that no alteration or improvement of the Common Elements interferes with the rights of any Unit Owners withholding their consent. There shall be no change in the shares and rights of a Unit Owner in the Common Elements as a result of any such alteration or improvement. Approvals for alterations or improvements to the Common Elements may be evidenced by written consent or by a vote of the membership at a meeting noticed for the consideration of such alteration or improvement. The cost of any such alteration or improvement approved in accordance with this provision and the Declaration shall be a Common Expense.

8.6 Changes, Improvements and Additions - Unit Owners.

(a) Common Elements. Unit owners may not alter or change any Common Element or any part thereof.

(b) Exterior of Unit; Limited Common Element. Unit owners may not alter or change the exterior of any Unit or any part of any Limited Common Element except with the express prior written approval of the Board of Directors.

(c) Interior of Unit. Except as otherwise provided herein, a Unit Owner may, at the Owner's sole cost and expense, make such changes, improvements or additions to the interior of a Unit as the Owner may desire, provided such work is allowed to be undertaken pursuant to this Declaration. No changes, alterations or additions shall be made by any Owner if the same would materially and adversely affect the rights or interests of any other Unit Owner without their consent. No alteration or improvement may be made which would affect the structural elements or structural integrity of any Unit or Condominium Building; alter or change any interior boundary wall; alter or affect the common elements or limited common elements or any portion thereof; cause any increase in insurance premiums paid or to be paid by the Association; or cause sound to be more easily transmitted through the floor or walls without the prior written approval of the Board of Directors, based on such information as may be required by the Board of Directors at its discretion.

(d) Workmanship; Appearance. All changes, improvements or alterations to the interior or exterior of a Unit or the Limited Common Elements appurtenant to a Unit shall be of first class condition and workmanship and made in accordance with all applicable ordinances, codes and regulations. All changes, improvements or alterations to the exterior of a Unit or its appurtenant Limited Common Elements shall be of like kind and quality materials as used elsewhere in the Building and on the Condominium Property and made to match and be harmonious with the Building and the rest of the Condominium Property in all respects, including, without limitation, the design, color, and décor.

8.7 Limitation on Changes, Improvements and Additions. Neither a Unit Owner nor the Association shall make any alterations of any kind or do anything to any Unit,

Common Element, Limited Common Element, or Condominium Building, or any part thereof, which would jeopardize the safety, soundness or structural integrity of any Unit, Common Element, Limited Common Element, or Condominium Building; interfere with the rights of any unit owner without the unit owner's written consent; or impair any easement.

8.8 Maintenance of Surface Water and Storm Water Management System. In addition to the obligations of the Association as provided herein, the Association shall be responsible for the operation and maintenance of any Surface Water and Storm Water Management System, subject to the following:

(a) Operation, maintenance, and re-inspecting reporting of the Surface Water and Storm Water Management System shall be performed in accordance with the terms and conditions of any environmental resource permit issued with respect thereto.

(b) If the Association ceases to exist, for any reason, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water and Storm Water Management System in accordance with the requirements of any environmental resource permit issued with respect thereto, unless and until an alternate entity assumes responsibility pursuant to SWFWMD requirements.

(c) If the Surface Water and Storm Water Management System includes on-site wetland mitigation as defined by SWFWMD, which requires ongoing monitoring and maintenance, the cost and expense thereof shall be included as part of the Common Expenses.

(d) Except for construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in any environmental resource permit issued with respect to the Surface Water and Storm Water Management System, no construction activities may be conducted relative thereto without the prior written approval of SWFWMD, including but not limited to (i) digging or excavation, (ii) depositing fill, debris or any other material or item, (iii) constructing or altering any water control structure, (iv) or any other construction to modify the Surface Water and Storm Water Management System. If the Surface Water and Storm Water Management System includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without the prior written approval of SWFWMD.

ARTICLE 9 **Assessments**

The Association shall have the authority to make, collect and enforce Assessment as are provided for by the Condominium Act, this Declaration and the By-Laws, and Special Charges as provided by this Declaration.

9.1 Calculation of Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare and adopt a budget for the condominium ("**Association Budget**"), determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws ("**General**

Assessment"). The Board of Directors shall then advise all Unit Owners promptly in writing of the amount of the General Assessment payable with respect to each Unit and the schedule for payment of same. The Association Budget shall include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or applicable Rules and Regulations of the Association. Any adopted Association Budget shall be subject to change by the Board of Directors and the amount of the General Assessment shall be changed in accordance with such revised Association Budget to cover actual expenses at any time.

9.2 Limited Common Element Assessments. "Limited Common Element Assessments" shall mean and refer to any amounts levied in accordance with Section 718.113(1), Florida Statutes, against certain Units and the Owners thereof, for the Association's maintenance, repair, replacement and/or reconstruction of the Limited Common Elements (which amounts shall constitute "Limited Common Expenses") which are appurtenant to such Units, to the extent applicable. The cost and expense for maintenance, repair, replacement and/or reconstruction of Limited Common Elements, for which the cost and expense of maintenance, repair, replacement, and/or reconstruction is specifically made the responsibility of the Unit Owner to which the Limited Common Element is appurtenant, including, without limitation, the HVAC system serving the Unit, shall not constitute Limited Common Expenses and shall not be the subject of any Limited Common Element Assessments. The Board of Directors shall determine which, if any, Limited Common Expenses are to be allocated on a per Unit basis and budget and assess such expense accordingly. To the extent applicable, the Association Budget shall state the amount payable with respect to each Unit to meet the Limited Common Expenses, and allocate and assess such Limited Common Expenses among certain of the Unit Owners in accordance with the provisions of this Declaration and the Bylaws. The basis for levying of Limited Common Element Assessments shall be determined by the Board.

9.3 Special Assessments and Capital Improvement Assessments. In addition to General Assessments and Limited Common Element Assessments, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" on the following terms and conditions:

(a) "Special Assessments" shall mean amounts levied against an Owner and such Owner's Unit (other than the General Assessment required by a budget adopted annually), representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements, including costs and expenses incurred by the Association in performing any maintenance repair, replacement or service for which the Unit Owner is responsible but fails to perform or which are otherwise incurred by the Association on behalf of the Owner. Special Assessments include fines imposed pursuant to section 13.4 of this Declaration or the Condominium Act.

(b) "Capital Improvement Assessments" shall mean and refer to amounts levied against an Owner and such Owner's Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance and repairs) of any capital improvements located or to be located within the Common Elements.

(c) Special Assessments and Capital Improvement Assessments levied by the Board of Directors shall be payable in lump sums or installments, in the discretion of the Board; provided that if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed \$5,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Voting Interests represented at a meeting duly called, noticed and held in accordance with the Bylaws and the Condominium Act.

9.4 Obligation for Assessments. All assessments pursuant to this Article 9, shall be the personal obligation of each Unit Owner. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner, including interest thereon, as hereinafter provided, and all costs incident to the collection thereof, including attorneys' fees and costs. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. For the purposes of this paragraph, the term "previous owner" does not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. A present unit owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

9.5 Late Fees. In the event that any Unit Owner does not pay any installment of any assessment within ten (10) days of the due date thereof, a late fee in an amount equal to the lesser of twenty five dollars (\$25) or five percent (5%) of the delinquent installment shall be charged to the Unit Owner.

9.6 Interest, Application of Payments. All assessments and installments thereon not paid within ten (10) days of the due date thereof shall bear interest at a rate equal to the lower of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law from the date when due until paid. All payments on account shall be first applied to interest, then to late fees, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payment first due.

9.7 Acceleration of Assessments. Any assessment which is not paid within thirty (30) days of the date due may be accelerated by the Board and the Board may declare the entire amount of the assessment immediately due and payable.

9.8 Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including General Assessments, Limited Common Element Assessments, Special Assessments and Capital Improvement Assessments, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees and costs incurred by the Association incident to the collection of any such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective and shall relate back to the recording of the Original Declaration or any the amendment thereto by which the Condominium Parcel subject to the lien was created. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of

Manatee County, Florida. All such liens shall state the legal description of the Condominium Unit, the name of the Unit Owner, the amount due and the due dates. No lien shall continue for longer than one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such claim of lien shall be signed and acknowledged by an officer of the Association or an authorized representative of any manager duly appointed by the Board of Directors of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at that party's expense. The assessment lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Condominium Parcel subject to assessments, provided that such mortgage or mortgages are recorded prior to the Association's claim of lien. The Association's lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, and the Association may also, at its option, sue to recover money judgments for any unpaid assessments without thereby waiving the lien securing the same.

When the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall be liable for the unpaid assessments that become due prior to mortgagee's receipt of the deed; provided, however, that such liability shall be limited to the lesser of (i) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this Declaration for the collection of unpaid assessments. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses or any General Assessments, Limited Common Elements Assessments, Capital Improvement Assessments or Special Assessments coming due during the period of such ownership.

ARTICLE 10 **Association**

The operation of the Condominium shall be by the Association. Each Unit Owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets of the Association shall be in the same proportion as the liability of each Unit Owner for Common Expenses. Each Unit Owner shall have the voting rights set forth herein and in the Bylaws. The Association shall fulfill its functions pursuant to the following:

10.1 **The Condominium Act.** Chapter 718, *Florida Statutes*, as amended from time to time.

10.2 Declaration of Condominium. This Declaration of Condominium.

10.3 Articles of Incorporation. The Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as **Exhibit C.**

10.4 Bylaws. The Bylaws of the Association, a copy of which is attached hereto and made a part hereof as **Exhibit D.**

10.5 Conflicts. In the event of any conflict between or among any of the governing documents of the Association, this Declaration shall take precedence over the Articles of Incorporation, Bylaws, and rules and regulations promulgated by the Association; the Articles of Incorporation will take precedence over the Bylaws and rules and regulations, and the Bylaws will take precedence over the rules and regulations.

10.6 Restraint Upon Assignment of Shares and Assets. The share of an Owner in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to such Owner's Unit.

10.7 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property, unless said injury or damage is as a result of the negligence of the Association or its agents. Furthermore, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES AND REGULATIONS OF THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, OWNERS AND THEIR LESSEES, GUESTS, INVITEES, AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(i) IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

(ii) THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE CONDOMINIUM PROPERTY; HOWEVER, EACH OWNER, FOR ITSELF AND ITS LESSEES, GUESTS, INVITEES, AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS OR SUBCONTRACTORS ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR DEVELOPER IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM PROPERTY AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM PROPERTY NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM PROPERTY WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH UNIT OWNER. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

(iii) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, CITY OF BRADENTON, MANATEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(iv) ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION OR THE DEVELOPER ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT FIRMS), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE

PROVISIONS OF THIS PARAGRAPH SHALL ALSO INURE TO THE BENEFIT OF THE ASSOCIATION'S EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES) AND SUBCONTRACTORS, WHICH SHALL BE FULLY PROTECTED HEREBY.

ARTICLE 11
Insurance

11.1 Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage (including windstorm) insurance covering all the Condominium Property, and insuring the Association, the Unit Owners, as its and their interests appear, in such amount and providing such coverage as the Board of Directors of the Association may determine from time to time. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be a Common Expense.

11.2 Casualty Insurance.

(a) **Purchase of Insurance.** The Association shall use its best efforts to obtain property insurance, fire and extended coverage insurance and vandalism and malicious mischief insurance, if available, and other insurance as required by Florida Law, to insure the Association, the common elements, all of the improvements on the Condominium Property and all property owned by the Association, in and for the interests of the Association, all Unit Owners and their first mortgagees of record, as their interests may appear, from a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and such premiums and other expenses shall be a Common Expense.

(b) **Loss Payable Provisions.** All policies purchased by the Association shall be for the benefit of and made payable to the Association individually and as agent for the Unit Owners, and their first mortgagees of record, as applicable. Such policies shall be deposited with the Association, and the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. Mortgagee endorsements for first mortgagees of record shall be issued as to said policies upon written request of such first mortgagees. It shall be the duty of the Association to receive such proceeds as are paid, and hold the same in trust for the purposes elsewhere stated herein, for the benefit of the Association and the Unit Owners and their respective first mortgagees of record. Each Unit Owner shall have an undivided share in the proceeds of such insurance on account of loss or damage to the Common Elements or Limited Common Elements, such share being the same as that Owner's undivided share in the Common Elements or Limited Common Elements appurtenant to his Unit. In the event a mortgagee endorsement has been issued with respect to any Unit, the share of the Unit Owner shall be held in trust for the first mortgagee of record and the Unit Owner, as their interests may appear, provided, however, that no first mortgagee of record or any other mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired or the use of available insurance proceeds for same.

(c) **Distribution of Proceeds.** Insurance proceeds received by the Association shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed in the following manner:

1) **Reconstruction or Repair.** If the damaged improvements for which the proceeds were paid are to be repaired or reconstructed, as hereinafter provided, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after paying in full the cost of repair or reconstruction shall be distributed to the beneficial owners, all remittances to Unit Owners and their first mortgagees of record being payable jointly to them and distributed, as between them, pursuant to the terms of the mortgage. This is a covenant for the benefit of any first mortgagee of record of a Unit and may be enforced by such first mortgagee.

2) **Failure to Reconstruct or Repair.** If it is determined in the manner hereinafter provided that the damaged improvements for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be disbursed to the beneficial owners, remittances to Unit Owners and their first mortgagees of record being payable jointly to them and, as between them, distributed pursuant to the terms of the mortgage. This is a covenant for the benefit of any first mortgagee of record of a Unit and may be enforced by such first mortgagee. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to repair or replace such personal property, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

3) **Certificate.** Prior to making any distribution to Unit Owners and their first mortgagees in lieu of repair or reconstruction of Units, the Association shall prepare or cause to be prepared a certificate with the names of the Unit Owners and their first mortgagees of record with respect to such Units, such certificate to be approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida, prior to any distributions being made.

(d) **Less than Substantial Loss or Damage.** Where loss or damage occurs with respect to the Common Elements, but said loss or damage is less than Substantial Loss or Damage, it shall be obligatory upon the Association and the Unit Owners to repair or reconstruct the damage caused by said loss. Where such loss or damage is less than Substantial Loss or Damage, the Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the costs of repairing or reconstructing, and after obtaining the same the Association shall promptly contract for the repair or reconstruction of such loss or damage. No first mortgagee of record or any other mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan except as to remaining proceeds, as provided in subsection 11.2(c)(1) hereof. If the proceeds of insurance are not sufficient to defray the estimated cost of repair or reconstruction, or if at any time during repair or reconstruction, or upon completion of repair or reconstruction, the funds for payment of the cost of repair or reconstruction are insufficient, a special assessment shall be made by the Board of Directors of the Association in sufficient amount to provide funds for the payment of such costs, which costs shall be deemed a Common Expense. Such assessment shall be in proportion to each Unit Owner's, or other interest holder's, share of Common Elements.

(e) Substantial Loss or Damage. Should Substantial Loss or Damage occur, then:

1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair or reconstruction.

2) The Board of Directors of the Association shall ascertain as promptly as possible the net amount of insurance proceeds available for repair or reconstruction. No first mortgagee of record or any other mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan except as to remaining proceeds, as provided in subsection 11.2(c)(1) hereof and except as provided in subsection 11.2(c)(2) hereof.

3) Thereupon, a special meeting of Members shall be called by the Board of Directors of the Association to be held not later than sixty (60) days after the casualty, at which the Members shall vote to either repair or reconstruct the Common Elements or terminate the Condominium subject to the following provisions.

4) If all of the Unit Owners vote to terminate the Condominium, then and in such event the Condominium shall be terminated by the recording in the Public Records of Manatee County, Florida, of an instrument terminating this Condominium, which instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its President and Secretary. Notwithstanding the foregoing, however, termination of the Condominium must be approved by all mortgagees of record as evidenced by written consents recorded in the Public Records of Manatee County, Florida. The termination of the Condominium shall become effective upon the recording of said instrument in the Public Records of Manatee County, Florida, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property, and their undivided interests in the Condominium Property as tenants in common shall be the same as their undivided interest in the Condominium Parcels prior to termination. Upon termination, all mortgages and other liens upon Condominium Parcels shall become mortgages and liens upon the undivided interest of such tenants in common, with the same priority as existed prior to the termination of the Condominium. If the Condominium is terminated as provided herein, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner on the basis of the fair market value of each Unit, relative to the other Units in the Condominium, immediately prior to the event of casualty (such fair market value shall be determined by an MAI-certified appraiser selected by the Board of Directors in its sole discretion); provided, however, that prior to any distributions to the Unit Owners, such proceeds shall be distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s).

5) If all of the Unit Owners do not vote to terminate the Condominium, or if such termination is not approved by all mortgagees of record, the Association shall apply the net insurance proceeds toward the repair or reconstruction of the Common Elements.

6) If the net insurance proceeds available for repair or reconstruction are not sufficient to cover the cost thereof, so that a Special Assessment will be

required, the Board of Directors shall determine the amount of such assessment, and thereafter in the manner and as provided in subsection 11.2(d) hereof, and thereupon, the Association shall proceed to negotiate and contract for such repairs or reconstruction.

7) If a dispute should occur as to whether Substantial Loss or Damage has occurred, the Board of Directors of the Association shall decide the question and its decision shall be binding and conclusive upon all Unit Owners.

(f) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of repair or reconstruction shall be from the insurance proceeds, and if there is a balance in the funds after the payment of all costs of repair or reconstruction, such balance shall be distributed to the beneficial owners of the fund in the manner heretofore provided.

(g) **Plans and Specifications.** Any repair or reconstruction must be substantially in accordance with the original plans and specifications for the Condominium Property, or as the same were last repaired or reconstructed, unless otherwise agreed by all Unit Owners.

(h) **Association's Power to Compromise Claim.** The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon the payment of the claims.

11.3 Workers' Compensation Policy. Policies of workers' compensation insurance shall be obtained to meet the requirements of Florida and federal law.

11.4 Insurance of Persons in Control of Association Funds. The Association shall obtain and maintain, at the Association's expense, adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond shall cover the maximum amount of funds that will be in custody of the Association or its management at any one time.

11.5 Other Insurance. The Association is authorized to obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. The Board of Directors of the Association may obtain insurance policies, as provided under this Article 11, which contain such deductible clauses as the Board of Directors determines.

11.6 Unit Owner's Insurance. Each Unit Owner shall, at its sole cost and expense, maintain casualty insurance and shall keep its Unit, including all permitted alterations, changes, additions and replacements thereof and thereto, insured against loss or damage caused by: (i) fire, windstorm and other hazards and perils generally included under extended coverage; and (ii) vandalism and malicious mischief, all in an amount which reasonably assures there will be sufficient proceeds to restore the Unit and other insured property in the event of a loss against which such insurance is issued. All insurance required hereunder, and all other insurance maintained by the Unit Owner on his Unit in excess of or in addition to that required hereunder, shall be carried in favor of the Unit Owner and the Association, as their respective interests may appear.

1) **Restoration and Repair.** Except as hereinafter expressly provided, if any Unit Owner's Unit shall be damaged by fire, windstorm or any other cause whatsoever, such Unit Owner shall give the Association immediate notice thereof and shall repair the Unit, or the portion thereof so damaged, at least to the extent of the value and character thereof existing immediately prior to such occurrence. All work shall be started and completed as soon as practicable, at the Unit Owner's sole cost and expense. The Unit Owner shall, however, immediately take such action as is necessary to assure that the Unit (or any portion thereof) does not constitute a nuisance or otherwise presents a health or safety hazard.

2) **Plans and Specifications.** Any repair by a Unit Owner of its Unit must be substantially in accordance with the plans and specifications for the original Unit (as modified if required by applicable governmental authorities) unless otherwise approved by the Board of Directors of the Association.

3) **Uninsured Losses.** Nothing contained herein shall relieve the Unit Owner of its obligations under this Subsection 11.6 if the destruction or damage is not covered, either in whole or in part, by insurance.

11.7 Insurance Companies. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies, and neither the Board of Directors of the Association nor any Unit Owner shall be responsible for the quality of financial responsibility of the insurance companies provided the same are licensed to do business in the State of Florida.

ARTICLE 12 **Use Restrictions**

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions, in addition to the Rules and Regulations.

12.1 Units. Each Unit shall be used as a single-family private residence and at no time will be occupied by more than two persons per bedroom in a Unit (except for temporary occupancy by visiting guests). The Board of Directors grant a waiver of this restriction upon application of the Unit Owner and upon such terms and conditions as the Board may reasonably impose if the Board finds that (1) the strict adherence to the limitations of this section would impose a significant hardship upon the Unit Owner; (2) the need for such authorization could not have reasonably been foreseen by the Unit Owner prior to acquiring the Unit; and (3) the authorization would not result in more persons occupying the Unit than allowed or permitted by applicable code or law. A Unit may be occupied by (1) the individual Unit Owner; (2) if the Unit Owner is a corporate entity, by an officer, director, stockholder, partner, member, or employee of the entity; (3) by a lessee or a Unit Owner pursuant to a lease agreement approved by the Association in accordance with this Declaration. The Association shall have all powers enumerated herein and in the Condominium Act to enforce this Declaration against any Unit Owner, Unit Occupant or Unit invitee in violation of this Declaration.

12.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities to the Units and the Unit Owners. There shall be no obstruction of the Common Elements by any Unit Owner, Unit Occupant or Unit invitee. Nothing shall be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board of Directors, except as specifically provided for herein.

12.3 Limited Common Elements. The Limited Common Elements shall be used only for the purposes for which they are intended. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit or Units to which such Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

12.4 Nuisances and Hazards. No activity or operation shall be conducted within any Unit which shall be noxious, offensive, illegal, or which shall cause an emission of dust, smoke, odors, fumes, radiation, light, noise or vibrations which may be or become a nuisance or an unreasonable annoyance to the occupants of any other Unit. No Unit Owner will cause or permit anything to be done or kept in the Unit which will obstruct or interfere with the rights of other Unit Owners or which will be unreasonably annoying to other Unit Owners. No Unit Owner will cause or permit any immoral or illegal act to be conducted in or on any Unit or Condominium Property. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate except in proper containers, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his or her Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the Condominium Property. In no event shall any Unit Owner, Unit Occupant, tenant, guest or invitee of a Unit do anything which creates a nuisance in or around the Condominium or to other Unit Owners. Loitering in or on the Common Elements of the Condominium shall constitute a nuisance to Unit Owners and Occupants.

12.5 Leasing of Units. The leasing of a Unit is permitted, subject to the provisions of Section 12.1 above, this Section 12.5 and the other provisions of this Declaration. All of the terms and provisions of the Condominium Act, the Condominium Documents, and the Rules and Regulations of the Association pertaining to use and occupancy of the Condominium Property shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and all such tenants are hereby put on notice of same.

(a) **Approval of Leases.** There shall be no leasing of a Unit, including any renewal of an existing lease, without prior written approval from the Association. Any attempt to lease a Unit or to renew an existing Unit lease without Association approval shall result in the lease being deemed a nullity requiring the unauthorized tenant to vacate the Unit immediately. In the event that a Unit is leased by a Unit Owner without the approval of the Association, including a lease renewal, the Association shall have the power to issue notices and to evict the unauthorized tenant from the Unit as if the Association were the landlord under chapter 83, Florida Statutes. Each Unit Owner covenants and agrees that any lease of a Unit, including but not limited to the renewal of a Unit lease which is in effect at the time of recording

of this Amended and Restated Declaration, shall incorporate the foregoing provision concerning the Association's authority to evict an unauthorized tenant from a Unit into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

(b) **Lease Application Procedures.** From time to time, the Association shall promulgate and publish written procedures for Unit Owners to comply with when seeking Association approval to lease their Unit. The application procedures shall apply to all new leases, as well as renewals of existing leases. Notwithstanding the foregoing, any application of a Unit Owner which is not disapproved by the Association within fifteen (15) calendar days of the Association's receipt of same shall be deemed approved. The Association may maintain and, upon request, provide a form of lease that is deemed acceptable to the Association's Board.

(c) **General Lease Terms.** All leases must be for an initial term of not less than one (1) month. A Unit shall not be leased more than three times in a calendar year. There shall be no subleasing of units or assignment of leases of Units. Leasing a portion of a Unit is prohibited.

(d) **Compliance with Rules and Regulation.** Each Owner attempting to lease his or her Unit must provide the proposed lessee with copies of the Association's Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations. In the event that a tenant of a Unit Owner, whether approved to occupy the Unit or not, violates any provision in this Declaration or the Association's Rules and Regulations, the Association shall have the power to issue notices and evict the tenant from the Unit as if the Association were the landlord under chapter 83, Florida Statutes. Each Owner covenants and agrees that any lease of a Unit shall incorporate the foregoing provision concerning the Association's authority to evict a tenant in violation of this Declaration and the Rules and Regulations from a Unit into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

(e) **Leasing Restrictions Not Applicable to Association Owned Units.** Notwithstanding the above, this Section shall not apply to the lease of Units owned by the Association.

12.6 Sale of Units.

(a) In the event that any Owner desires to transfer or convey title to its Unit, the Owner shall promptly provide to Association written notice of such transfer specifying (i) the identity and address of the purchaser or other transferee, and (ii) the terms of the sale or transfer. Such written notice shall have attached to it a copy of the written offer, contract or other instrument embodying the terms of the sale or transfer. Where the purchaser is a corporate entity, the Association may require the corporation to provide information regarding the identity of the principal owners of the entity, those persons who will occupy the unit on a regular basis and the class, category or group of persons who will be entitled to occupy the unit pursuant to

such ownership. Notwithstanding anything contained herein to the contrary, the foregoing shall not apply to any party taking title pursuant to a judicial sale or deed in lieu of foreclosure.

(b) The Association may require the payment of an application fee simultaneously with the notice of intent to sell or lease. Said application fee shall be set by the Board of Directors from time to time, shall be in conformance with applicable law, and shall not exceed the fee permitted under the Condominium Act, as amended from time to time.

12.7 Signs. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of a Unit, the Limited Common Elements or the Condominium Property by any Unit Owner or Occupant without the prior written consent of the Board of Directors. The foregoing includes "For Sale" and "For Rent" signs, signs within a Unit which are visible from outside the Unit, and any signs attached or affixed to a vehicle that is visible from the outside of a Unit. The Board may impose rules or regulations permitting one or more types of small signs providing the family name of the owner or other occupant of a unit, and the unit number and street address thereof.

12.8 Antennae and Satellite Dishes. Satellite dishes, aerials and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Unit shall be permitted without any requirement for approval from the Board of Directors. Satellite dishes, aerials and antennas shall not be permitted on the Common Elements except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). No satellite dishes, aerials, or antennas may be installed in a location that is visible from the outside of the Unit unless such placement would be required by applicable law in order to avoid: (1) unreasonably delaying or preventing the use of the satellite dish, aerial, or antenna; (2) unreasonably increasing the cost of installation or use; or (3) precluding the Unit Owner from receiving or transmitting an acceptable quality signal. Any Unit Owner installing a satellite dish, aerial, or antenna in a location visible from the outside of the Unit for one of the reasons set forth herein must notify the Association in writing of the reason for the installation location within 30 days of installing the satellite dish, aerial, or antenna. Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, antenna or aerial or any similar structure on the Common Elements, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television or radio signals to be utilized by the residents of the Condominium for security purposes.

12.9 Vehicles. No open-bed truck, motorcycle, moped, motor scooter, tractor, service vehicle, commercial vehicle, trailer, camper, van-type camper, motor home, boat, boat trailer, canoe, go-cart or other novelty vehicle, recreational vehicle or similar equipment shall be permitted to remain upon any portion of the Condominium property, other than for temporary parking of not more than four (4) hours in a 24-hour period for loading or unloading purposes or while being used for furnishing services or delivery of materials to residents or the Association or otherwise as permitted by the Association. Trucks that do not have an open bed, vans, and any vehicle permitted by the Perico Bay Club Security Gatehouse Rules, or not otherwise expressly prohibited, shall be permitted if parked in a covered carport or in accordance with the rules and regulations of the community. All vehicles must be parked on paved surface or in a carport or

parking space. No vehicle may park on any grass or landscaped area. The Board may adopt reasonable rules and regulations relating to vehicles and parking on the Condominium Property.

12.10 Parking Spaces. No commercial vehicles, boats, storage containers, house trailers, boat trailers, mobile homes, buses, campers or trailers of any description shall be parked in any parking space except with the written consent of the Board of Directors of the Association.

12.11 Pets. A Unit Owner shall be permitted to have up to two pets (either two dogs, two cats, or one dog and/or one cat) as house pets in a Unit, provided that each pet is registered with the Association and that the combined weight of the pets does not exceed forty (40) pounds. In addition to the foregoing, the Owner of a Unit shall be permitted to keep and harbor other house pets, such as birds or fish, which must be restricted to a cage or an aquarium, and shall not in any way constitute, or be permitted to become, a nuisance to any other Unit Owner. No other animals, livestock, poultry, or reptiles of any kind may be maintained, kept, boarded or raised within any Unit or upon the Condominium Property.

No pets may be kept, bred, or maintained for any commercial purpose. When outside the Unit, all pets must be carried or leashed and in the company of an individual willing and able to fully control the animal. All Unit Owners will immediately pick up any excrement left by their pets. The Association may designate areas on the Condominium Property where pets are permitted or prohibited and all Unit Owners will comply with such designations. Unit Owners are solely responsible for any damage to any person or any property caused by their pet and each Unit Owner will indemnify and hold the Association and each other Unit Owner harmless from any damage, claim or loss caused or contributed to by their pet.

Should any pet be or become a nuisance as evidenced by a formal complaint made by another Unit Owner to the Board or its designee or other evidence, the Board shall investigate and verify the complaint or allegation and may require the removal of the offending pet(s) in a manner that does not violate the due process rights of the Unit Owner. The following shall be conclusive evidence that the pet is causing an unreasonable disturbance or annoyance in violation of this Declaration: (1) failure to immediately pick up after a pet; (2) excessive howling or barking by a pet; (3) a pet that bites or behaves in an aggressive or threatening manner to other residents or guests.

From time to time, the Association's Board of Directors may adopt and amend reasonable rules and regulations concerning the harboring of pets in a Unit and the handling of pets on or around the Common Elements. All Unit Owners, occupants, and guests shall comply with the Association's rules and regulations concerning and related to harboring and handling of pets.

No guest, lessee or invitee of any Unit Owner shall bring any animal on the Condominium Property without the prior written consent of the Board of Directors which may be given in the sole discretion of the Board and pursuant to such terms and conditions as the Board may require.

12.12 Clothes lines. No clothes line or similar device shall be allowed on any portion of the Condominium Property, nor shall clothes be hung anywhere on the Condominium Property except within a Unit.

12.13 Display of Items. No Owner of a Unit shall cause anything to be affixed or attached to, hung, displayed or pieced on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment) without the prior written consent of the Association. All drapes, curtains, and interior linings, and blinds visible from outside of the Unit must be off-white in color or otherwise approved by the Board.

12.14 Miscellaneous Restrictions. No machine or apparatus of any sort shall be used or maintained in any unit which causes interference with television or radio reception in other units or other parts of Perico Bay. All trash, rubbish and garbage must be placed within appropriate containers for the material being stored. No unit owner may store or permit to be accumulated upon any Unit any materials visible from other units or the common elements. No owner, tenant, occupant, invitee, or guest shall do anything that will alter any swale, grade, or other drainage or storm water management system feature of the condominium property or of Perico Bay. No Unit Owner, occupant, tenant, invitee or guest shall throw any debris in any lake, pool, pond, stream or otherwise litter the condominium property or other parts of Perico Bay or any adjacent environmentally sensitive lands.

12.15 Weight, Sound and other Restrictions.

(a) Unless installed by the Developer or meeting the sound insulation specifications established from time to time by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms of a Unit. The installation of insulation under hard surface floor coverings shall be required for any Unit that is located above another Unit or above those Common Elements that may reasonably be considered by the Board to be areas of general circulation and access by Unit Owners and/or their lessees and their customers, guests, employees, agents, and invitees (e.g., lobbies, offices, hallways, mailrooms, restrooms, etc.). Accordingly, if a Unit has below it only areas not designated for access and use by Unit Owners and/or their lessees and their customers, guests, employees, agents, and invitees (e.g., mechanical rooms, parking garage, storage rooms, etc.) the installation of insulation under hard surface floor coverings shall not be required. Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the Building structure, whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission), and must be installed prior to the Unit being occupied.

(b) The installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building. All areas within a Unit other than foyers, kitchens and bathrooms, unless to receive floor covering approved by the Board, are to receive sound absorbent, less dense floor coverings, such as carpeting or hard surface floor coverings with insulation underneath meeting the specifications described above.

12.16 Mitigation of Dampness and Humidity. No Unit Owner shall install within his or her Unit, or upon the Common Elements or Condominium Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, shall periodically run the air conditioning system to maintain the temperature in the Unit, whether or not occupied, at not more than 78°F, in order to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins ("molds and/or mycotoxins"), each Owner understands and agrees that there is no method for completely eliminating the development of molds and/or mycotoxins. In furtherance of the rights and obligations of the Association as set forth herein and specifically pertaining to its role in maintaining the Condominium Property, in the event that the Association reasonably believes that the provisions of this Section 11.17 are not being complied with, then the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning system in an effort to cause the temperature of the Unit to be maintained as required hereby, with all utility consumption costs to be paid and assumed by the Owner. To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit with the costs thereof to be borne by the Owner of the Unit, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed Special Assessments hereunder.

12.17 Transfers of Condominium Parcels. Except for the right of first refusal in favor of the Association, as applicable, as provided in Section 11.6 above, and such other requirements prior to sale or lease as provided in this Declaration, there are no, nor shall there be any, restrictions or limitations upon the sale, transfer, conveyance, mortgaging, or other disposition of a Condominium Parcel.

ARTICLE 13 **Compliance and Default**

Each Unit Owner shall be governed by and shall comply with the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant thereto, as they all may be amended from time to time. Failure of a Unit Owner to comply shall, in addition to any other remedies allowable under Florida law, entitle the Association or any aggrieved party to the relief and remedies provided by the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws. The Association or any Unit Owner may proceed with legal action against any Unit Owner and Unit Occupant, including but not limited to, a tenant or invitee, to enforce this Declaration and the Association's Rules and Regulations. By taking title to a Unit or by occupying a Unit, each Unit Owner and Unit Occupant agrees to waive its right to trial by jury in any proceedings to enforce this Declaration and the Association's Rules and Regulations. In the event that legal action to enforce this Declaration and the Association's Rules and Regulations is commenced by the Association or a Unit Owner, the prevailing party shall be entitled to recover its attorneys' fees and costs from the party who did not prevail in the legal proceeding. Venue for

any legal action concerning the enforcement of this Declaration and the Association's Rules and Regulations shall be in Manatee County, Florida.

13.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act or neglect, or the act or neglect of any guests, agents, invitees, lessees or others arising under such Unit Owner, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

13.2 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 and Bylaws of the Association, or the rules and regulations of the Association shall not constitute a waiver of the right to do so thereafter.

13.3 Violations by Employee's, Guests, Invitees, Tenants and Occupants. Each Owner of a Unit shall be responsible for ensuring that the Owner's agents, employees, guests, invitees, and lessees comply with all provisions of the Condominium Documents and the Rules and Regulations of the Association. Furthermore, each Owner shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's agents, employees, guests, invitees, and lessees as a result of such person's violation of the Condominium Documents and Rules and Regulations, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's agents, employees, guests, invitees, and lessees.

13.4 Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303, *Florida Statutes* pertaining to obligations of Owners, waiver, and levy of fines against Units by the Association shall be in full force and effect for this Condominium and are incorporated herein. The Association may levy reasonable fines against a Unit Owner for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association's Bylaws, or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied by the Board except after giving fourteen (14) days' notice and opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee or invitee. The hearing must be held before a committee of other Unit Owners who are not board members or persons residing in a board member's household. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not agree, the fine or suspension may not be imposed. The provisions of this subsection do not apply to unoccupied Units.

13.5 Time to Complete Construction. In the event that a Unit is the subject of substantial repairs, renovations or remodeling of any kind, such substantial repairs, renovations or remodeling shall not interfere with any other Unit Owner's or Unit Occupant's quiet peace and enjoyment of the Property. Substantial repairs, renovations or remodeling of a Unit shall be completed within 180 days of commencement, unless otherwise permitted by the Association's Board of Directors for good cause. In no event shall the Owner or Occupant of a

Unit permit construction signage, tools or debris to remain on or in the Common Elements of the Condominium. Such repairs, renovations or remodeling may only be done Monday through Friday between the hours of 8:00a.m. and 5:00p.m.

ARTICLE 14
Amendments

Amendments to this Declaration shall be proposed and adopted in the following manner:

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

14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by ten percent (10%) or more of the Members of the Association entitled to vote at an Association meeting. Such Members may propose such an amendment by instrument in writing directed to the president or secretary of the Association signed by a majority of such Members. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regular or special meeting thereof. Such amendment must be approved by:

(a) the affirmative vote of not less than 75% of the Board of Directors and the affirmative vote of not less than 67% of the Unit Owners in good standing in the Condominium who are voting in-person or by proxy at a properly noticed membership meeting where a quorum is established; or

(b) the affirmative vote of not less than 75% of the Unit Owners in good standing in the Condominium who are voting in-person or by proxy at a properly noticed membership meeting where a quorum is established.

Unit Owners who are not more than 90 days delinquent in the payment of assessments are in good standing.

14.3 Form. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of declaration. See provision ____ for present text."

14.4 Execution and Recording. Except as otherwise provided in this Declaration or in the Condominium Act, a copy of each amendment shall be attached to a certificate which shall include the recording date identifying the Declaration, certifying that the amendment was duly adopted, and said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Manatee County, Florida.

14.5 Proviso. No amendment shall adversely affect any Unit Owner or Unit or class or group of Unit Owners or Units, unless the Unit Owners so affected unanimously consent in writing; and no amendment shall alter any Unit, except as herein specifically provided, nor reduce the share of the common expenses, unless the owner of the Units concerned shall join in the execution of the amendment. No amendment may change the nature of the improvements and the character of the Condominium as a residential community unless all the Unit Owners of record shall join in the execution of the amendment.

14.6 Amendments Affecting the Surface Water and Storm Water Management System. If required by law or by the terms of any governmental permits or approvals pertaining to the Condominium Property, any amendment to this Declaration which would affect the Surface Water and Storm Water Management System shall be submitted to the Southwest Florida Water Management District for review prior to the finalization of the amendment. If so required, the Southwest Florida Water Management District shall determine if the proposed amendment will require a modification of any environmental resource or surface water management permit pertaining to the Condominium Property. If a permit modification is necessary, the modification must be approved by the Southwest Florida Water Management District prior to the amendment of this Declaration.

ARTICLE 15
Termination

In addition to the manner provided in Article 11 hereof or by the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners together with the approval in writing of all owners of first mortgages of record on Condominium Parcels. Upon approval as aforesaid, the Condominium shall be terminated by the recording, in the Public Records of Manatee County, Florida, of an instrument terminating this Condominium, which instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its president and secretary. The termination of the Condominium shall become effective upon the recording of said instrument in the Public Records of Manatee County, Florida, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property, and their undivided interests in the Condominium Property as tenants in common shall be the same as their undivided interests in the Common Elements prior to termination. Upon termination, all mortgages and other liens upon Condominium Parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

ARTICLE 16
Additional Provisions

16.1 Notices. All notices to the Association required or desired hereunder or under the Bylaws shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically or allowed in the Condominium Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice for

meetings and all other purposes to that one address which the Owner initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

Except as otherwise specifically provided herein, all notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

16.2 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. The provisions of this Declaration and the By-Laws shall be liberally construed to effect the purpose of creating a uniform plan for the operation of a Condominium. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation. This Declaration and all of the governing documents of the Association will be construed in accordance with Florida law.

16.3 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

16.4 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice President may be substituted therefor, and, wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two (2) separate capacities.

16.5 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

16.6 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

16.7 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by

reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Exhibits thereto, the Articles of Incorporation, the Bylaws, and rules and regulations of the Association, are fair and reasonable in all respects.

16.8 Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context. In addition, the word "person" wherever used herein shall include individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, limited liability companies and all other entities, groups or combinations thereof, unless it is expressly provided or the context would prohibit.

16.9 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

Article 17
Exhibits

17.1. Exhibits Incorporated. The following exhibits to this Declaration are hereby incorporated and made a part hereof:

Exhibit A – Legal Description of the Property

Exhibit B – Percentage Interests of Units

Exhibit C – Amended and Restated Articles of Incorporation

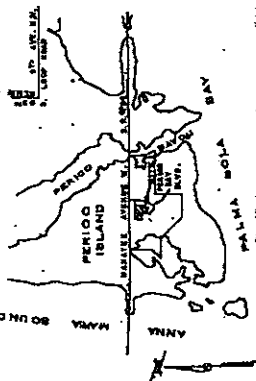
Exhibit D – Amended and Restated Bylaws of the Association

Exhibit A

Legal Description

VILLAGE I AT PERICO BAY
 A CONDOMINIUM
 PHASE 1&2
 SEC. 26, 27, 34 & 35, TWP. 34S., RGE. 16E.
 MANATEE COUNTY, FLORIDA

CONDOMINIUM REGULATION
 CHAPTER 709, F.S.



UNIT BOUNDARIES

THIS UNIT SHALL CONVEY AS ONE UNIT TO THE APPLICABLE AND IMPROVEMENTS AND SHALL BE SUBJECT TO THE RESTRICTIONS OF THE CONDOMINIUM REGULATION, CHAPTER 709, F.S., AND THE RESTRICTIONS OF THE DECLARATION OF CONDOMINIUM. THE UNIT SHALL BE CONVEYED TO THE APPLICABLE AND IMPROVEMENTS AND SHALL BE SUBJECT TO THE RESTRICTIONS OF THE CONDOMINIUM REGULATION, CHAPTER 709, F.S., AND THE RESTRICTIONS OF THE DECLARATION OF CONDOMINIUM.

SURVEYOR'S CERTIFICATE

I, the undersigned professional land surveyor, do hereby certify that the foregoing description of the unit and improvements is a true and correct description of the unit and improvements as shown on the plat herewith attached and that the same are in accordance with the declaration, location and area of the unit and improvements as shown on the plat herewith attached and that the same are in accordance with the declaration, location and area of the unit and improvements as shown on the plat herewith attached.

DATE OF SURVEY: 4/15/17
 S.E. [Signature]
 U.S. PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. [Number]

ZOLLON & NAZZARI ENGINEERING, INC.
 SURVEYORS, PLANNERS AND LAND DEVELOPERS
 MANATEE COUNTY, FLORIDA

LEGAL DESCRIPTION PHASE 2
 FROM THE S.E. CORNER OF THE NORTH 1/4 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, AND THE WEST LINE OF THE STATE ROAD 48, A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING; THENCE S 75° 00' 00" W 274.24 FEET; THENCE S 89° 00' 00" W 100.00 FEET; THENCE S 75° 00' 00" W 274.24 FEET TO THE POINT OF BEGINNING. A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING. A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING. A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PHASE 1
 FROM THE S.E. CORNER OF THE NORTH 1/4 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, AND THE WEST LINE OF THE STATE ROAD 48, A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING; THENCE S 75° 00' 00" W 274.24 FEET; THENCE S 89° 00' 00" W 100.00 FEET; THENCE S 75° 00' 00" W 274.24 FEET TO THE POINT OF BEGINNING. A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING. A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING. A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING.

NOTES:
 1. THE UNITS DESCRIBED HEREON ARE TO BE CONVEYED TO THE APPLICABLE AND IMPROVEMENTS AND SHALL BE SUBJECT TO THE RESTRICTIONS OF THE CONDOMINIUM REGULATION, CHAPTER 709, F.S., AND THE RESTRICTIONS OF THE DECLARATION OF CONDOMINIUM.
 2. THE UNITS DESCRIBED HEREON ARE TO BE CONVEYED TO THE APPLICABLE AND IMPROVEMENTS AND SHALL BE SUBJECT TO THE RESTRICTIONS OF THE CONDOMINIUM REGULATION, CHAPTER 709, F.S., AND THE RESTRICTIONS OF THE DECLARATION OF CONDOMINIUM.
 3. ALL UNITS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAN ARE TO BE CONVEYED TO THE APPLICABLE AND IMPROVEMENTS AND SHALL BE SUBJECT TO THE RESTRICTIONS OF THE CONDOMINIUM REGULATION, CHAPTER 709, F.S., AND THE RESTRICTIONS OF THE DECLARATION OF CONDOMINIUM.
 4. THE UNITS DESCRIBED HEREON ARE TO BE CONVEYED TO THE APPLICABLE AND IMPROVEMENTS AND SHALL BE SUBJECT TO THE RESTRICTIONS OF THE CONDOMINIUM REGULATION, CHAPTER 709, F.S., AND THE RESTRICTIONS OF THE DECLARATION OF CONDOMINIUM.
 5. ALL UNITS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAN ARE TO BE CONVEYED TO THE APPLICABLE AND IMPROVEMENTS AND SHALL BE SUBJECT TO THE RESTRICTIONS OF THE CONDOMINIUM REGULATION, CHAPTER 709, F.S., AND THE RESTRICTIONS OF THE DECLARATION OF CONDOMINIUM.

CONDOMINIUM BOOK 18 PAGE 186

VILLAGE I AT PERICO BAY A CONDOMINIUM

PHASE 1&2

SEC. 26, 27, 34 & 35, TWP. 34B., RGE. 18E.,
MANATEE COUNTY, FLORIDA

COVENANTS, CONDITIONS, AND RESTRICTIONS - CONTINUED

THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, SHALL BE THE POINT OF BEGINNING FOR THE PERICO BAY CONDOMINIUM PHASE 1&2. THE PERICO BAY CONDOMINIUM PHASE 1&2 SHALL BE BOUND BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE NORTH, BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE EAST, BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE SOUTH, AND BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE WEST.

LEGAL DESCRIPTION DRAINAGE EASEMENT

FROM THE S.E. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE EAST, BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE SOUTH, AND BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE WEST.

DRAINAGE EASEMENT (CONTINUED)

FROM THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE EAST, BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE SOUTH, AND BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE WEST.

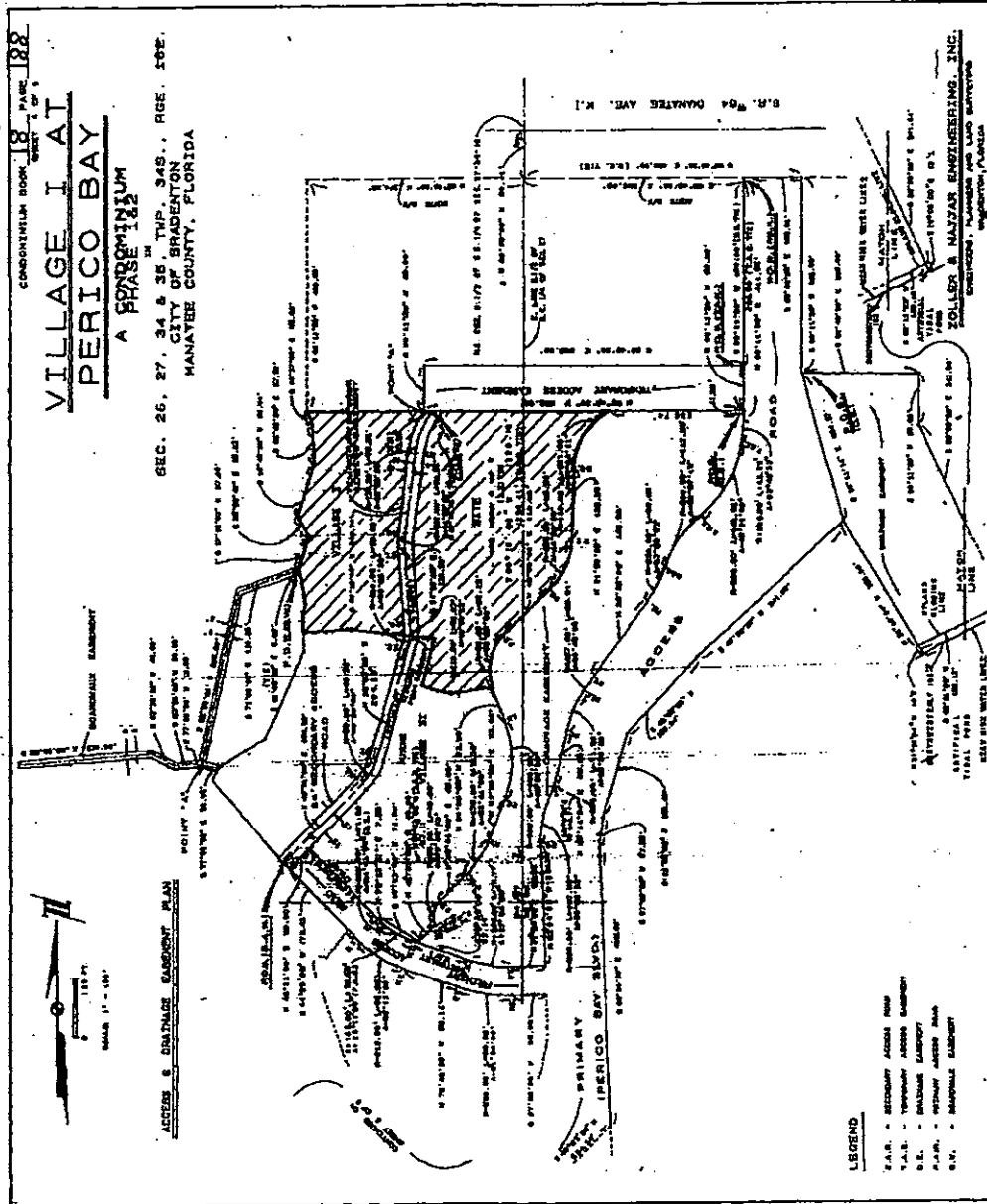
LEGAL DESCRIPTION DRAINAGE EASEMENT

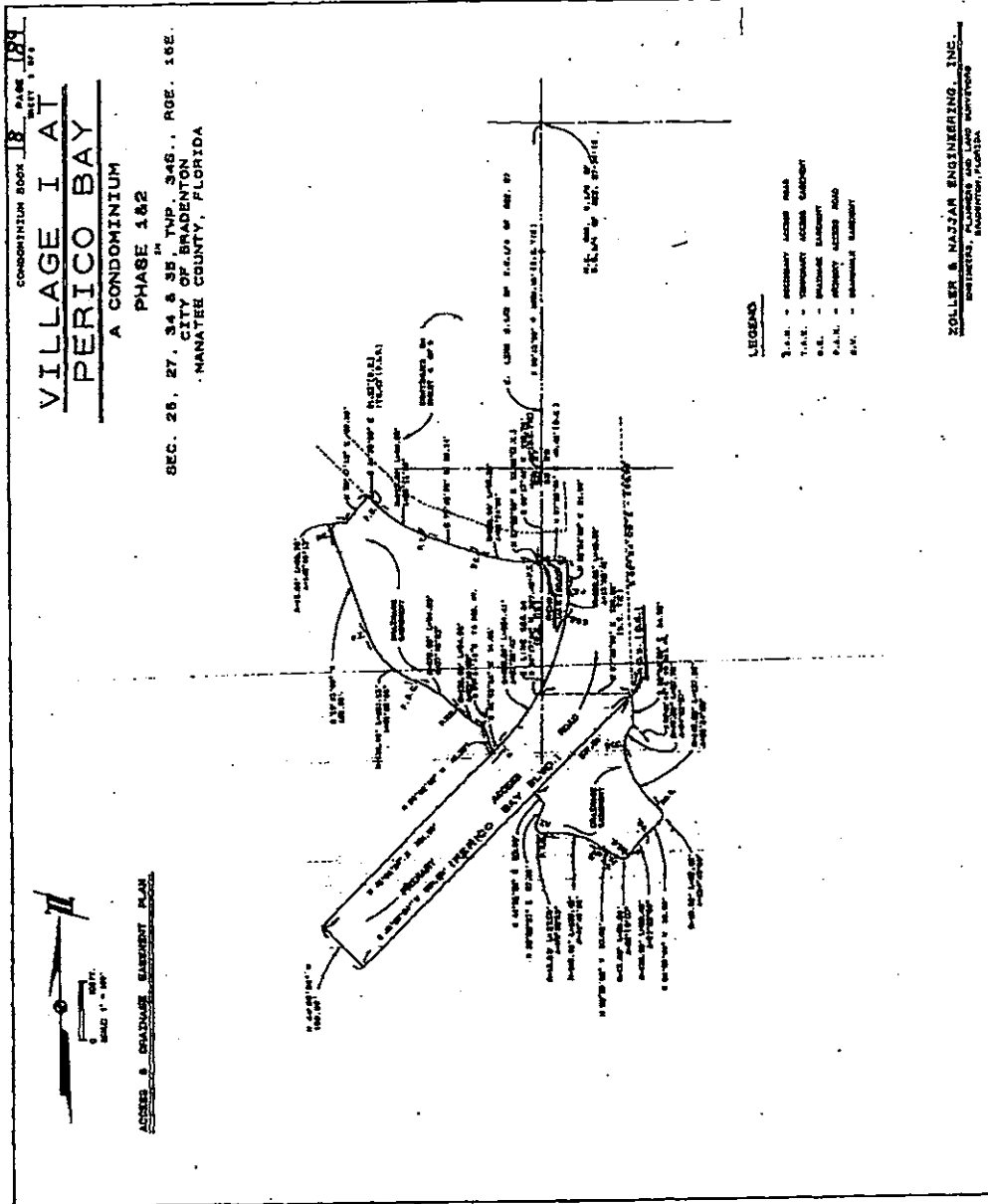
FROM THE S.E. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE EAST, BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE SOUTH, AND BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE WEST.

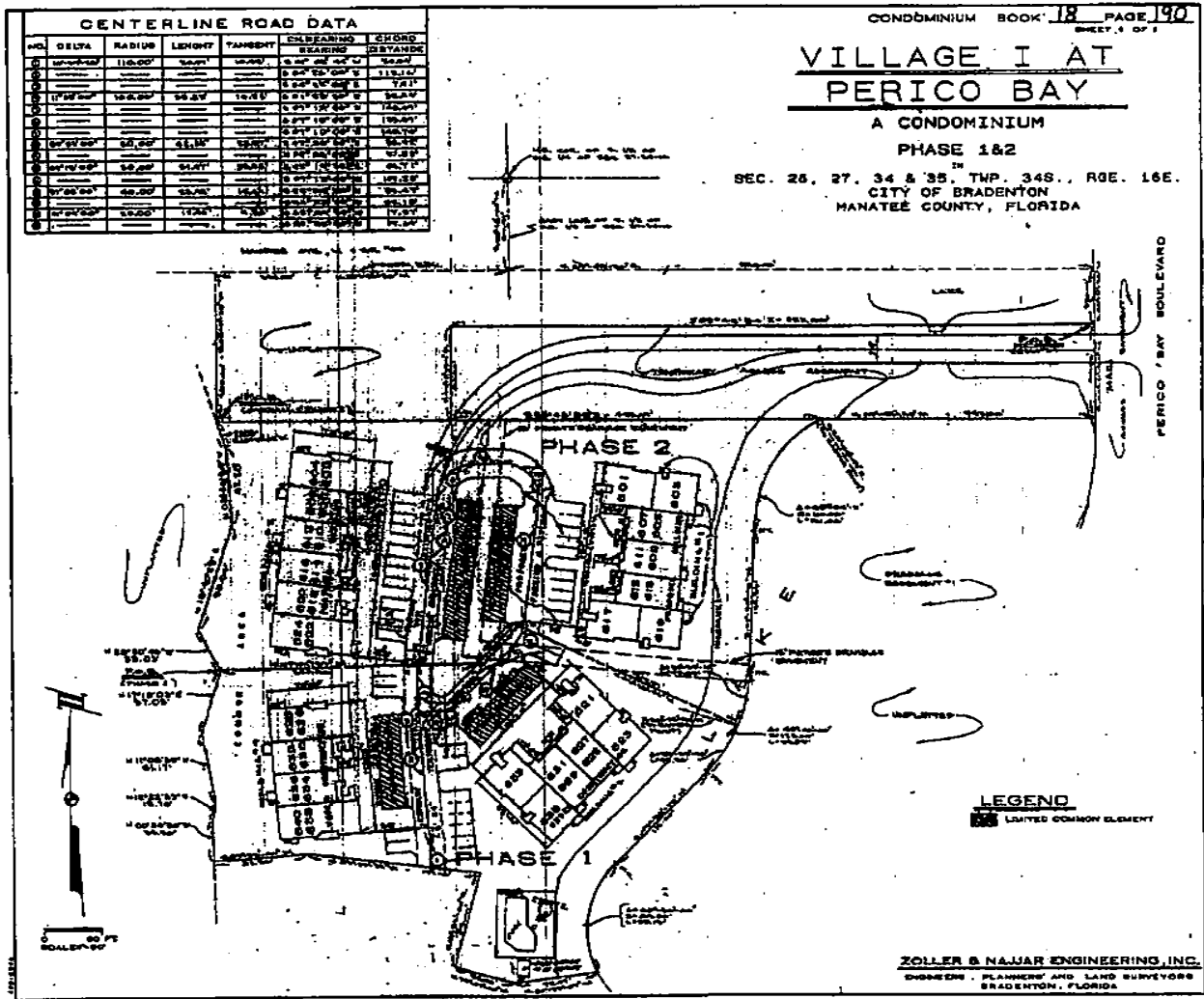
DRAINAGE EASEMENT (CONTINUED)

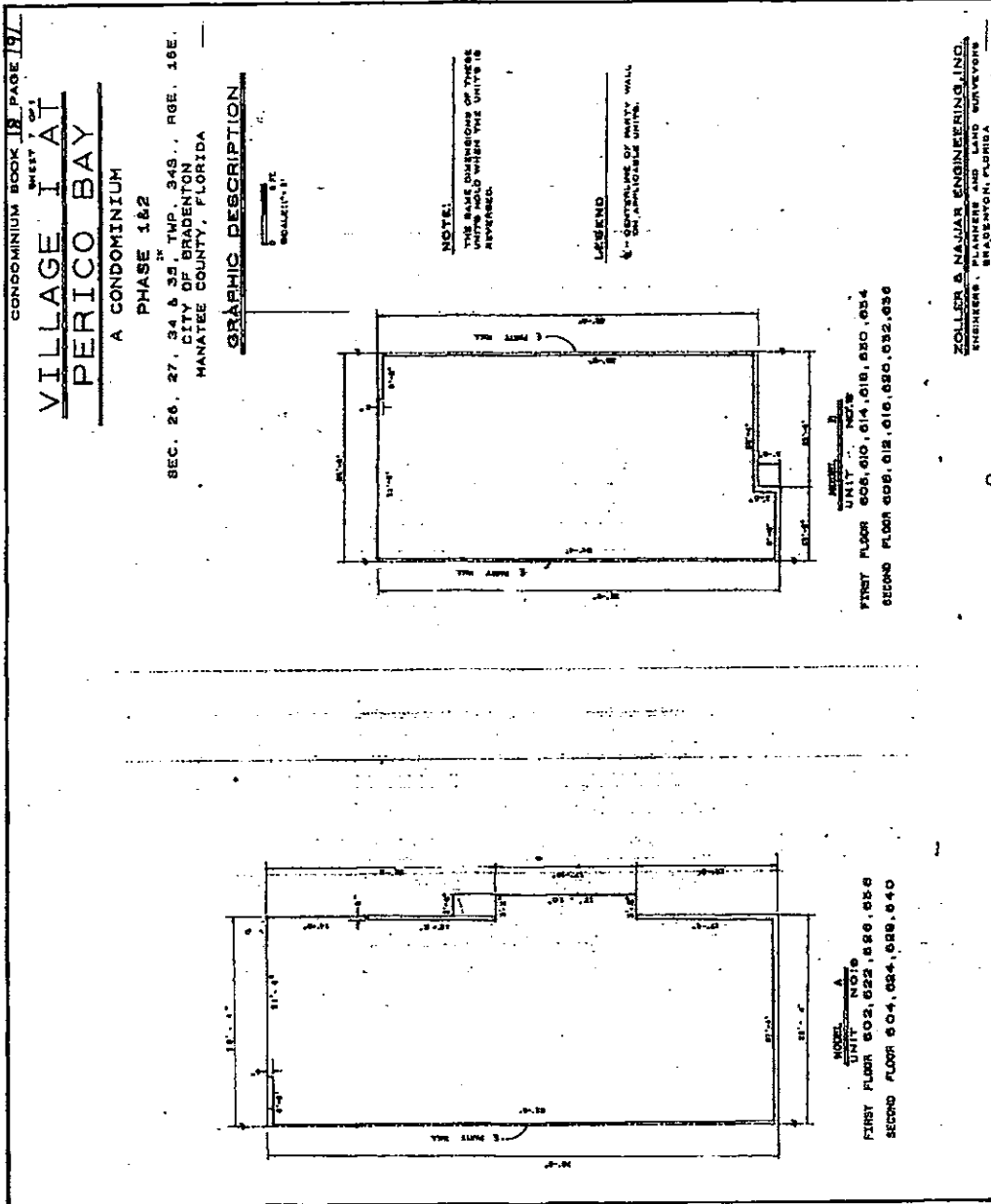
FROM THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE EAST, BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE SOUTH, AND BY THE U.S. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34B., RANGE 18E., MANATEE COUNTY, FLORIDA, TO THE WEST.

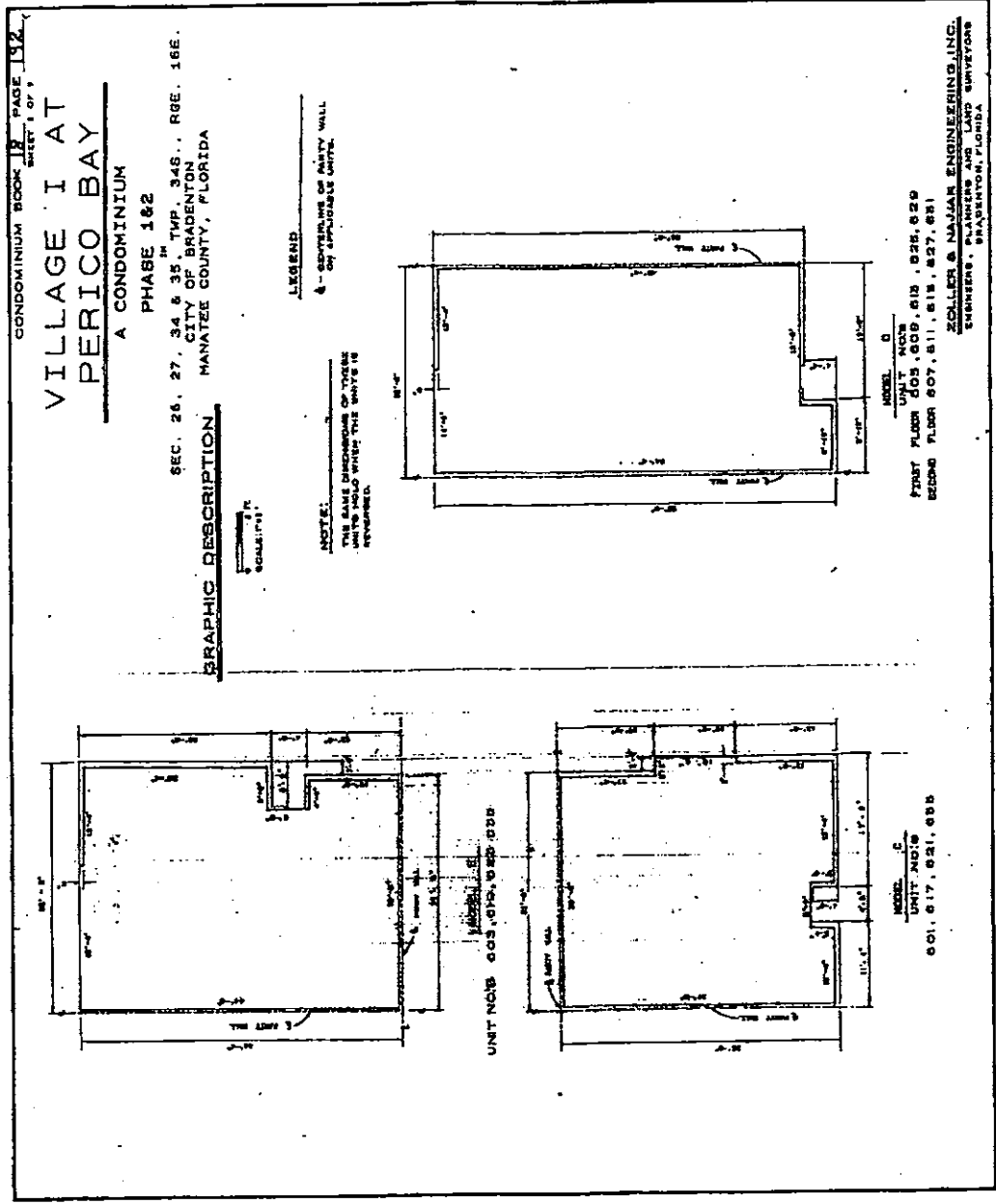
ZOLLER & NAJZAR ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEERS
MANATEE COUNTY, FLORIDA









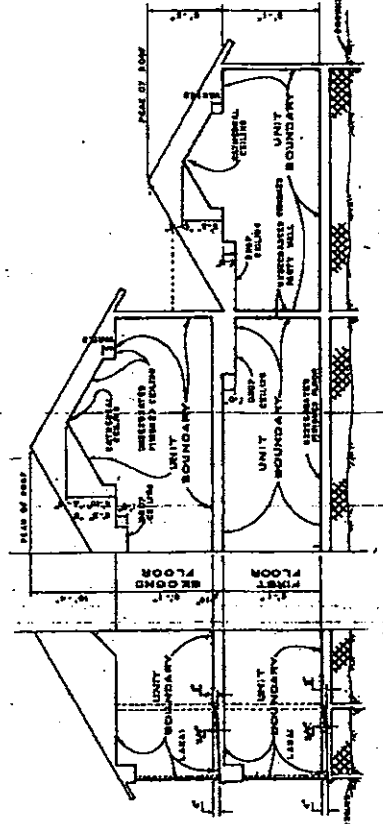


CONDOMINIUM BOOK 12 PAGE 133

**VILLAGE I AT
PERICO BAY**
A CONDOMINIUM

PHASE 1&2
SEC. 26, 27, 24 & 25 TWP. 24S., ROE. 16E.
CITY OF BRADENTON,
MANATEE COUNTY, FLORIDA

038132
PERILOG ENGINEERING
MANATEE COUNTY, FLORIDA
DATE 4/2/16



TYPICAL CROSS SECTION
AS SHOWN

TYPICAL CROSS SECTION
AS SHOWN

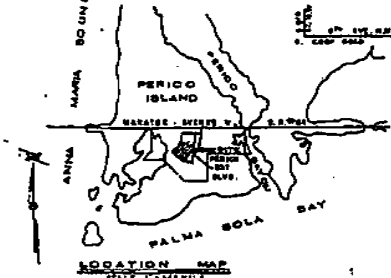
ZOLLER & NAZZARI ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS
TALLAHASSEE, FLORIDA

REAMENDED VILLAGE II AT PERICO BAY

A CONDOMINIUM PHASE 1&2

SEC. 26, 27, 34 & 35, TWP. 34S., RGE. 16E.
CITY OF BRADENTON
MANATEE COUNTY, FLORIDA

366721



LEGAL DESCRIPTION VILLAGE II

FROM THE S.E. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, AND S 00° 15' 00" W, ALONG THE EAST LINE OF THE SAID SECTION 27 TO THE S.E. 1/4, A DISTANCE OF 80.41 FEET TO THE SOUTH POINT OF SAID LINE OF STATE ROAD 64 (MANATEE AVENUE WEST); AND N 89° 48' 12" W ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 274.18 FEET; AND S 87° 18' 00" W, A DISTANCE OF 400.00 FEET; AND S 89° 07' 12" W, A DISTANCE OF 11' 10' 00" W, A DISTANCE OF 48.94 FEET; AND S 87° 50' 42" E, A DISTANCE OF 20.00 FEET; AND S 17° 18' 00" E, A DISTANCE OF 11.27 FEET; AND S 87° 50' 42" E, A DISTANCE OF 41.27 FEET; AND S 17° 18' 00" E, A DISTANCE OF 25.38 FEET TO THE POINT OF BEGINNING; THENCE N 87° 18' 00" W, A DISTANCE OF 42.38 FEET; THENCE S 82° 52' 00" E, A DISTANCE OF 147.00 FEET; THENCE S 18° 21' 00" E, A DISTANCE OF 18.00 FEET; THENCE S 74° 00' 00" W, A DISTANCE OF 72.72 FEET; THENCE S 81° 30' 00" W, A DISTANCE OF 12.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 144.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 30' 00", A DISTANCE OF 188.98 FEET TO THE P.T. OF SAID CURVE; THENCE S 81° 30' 00" W, A DISTANCE OF 48.36 FEET; THENCE S 82° 16' 12" W, A DISTANCE OF 74.40 FEET; THENCE N 74° 07' 00" W, A DISTANCE OF 127.47 FEET; THENCE N 82° 52' 00" E, A DISTANCE OF 182.00 FEET; THENCE N 80° 24' 00" W, A DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 1.783 ACRES, MORE OR LESS

LEGAL DESCRIPTION PHASE 1

FROM THE S.E. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, AND S 00° 15' 00" W, ALONG THE EAST LINE OF THE SAID SECTION 27 TO THE S.E. 1/4, A DISTANCE OF 80.41 FEET TO THE SOUTH POINT OF SAID LINE OF STATE ROAD 64 (MANATEE AVENUE WEST); AND N 89° 48' 12" W ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 274.18 FEET; AND S 87° 18' 00" W, A DISTANCE OF 400.00 FEET; AND S 89° 07' 12" W, A DISTANCE OF 11' 10' 00" W, A DISTANCE OF 48.94 FEET; AND S 87° 50' 42" E, A DISTANCE OF 20.00 FEET; AND S 17° 18' 00" E, A DISTANCE OF 11.27 FEET; AND S 87° 50' 42" E, A DISTANCE OF 41.27 FEET; AND S 17° 18' 00" E, A DISTANCE OF 25.38 FEET TO THE POINT OF BEGINNING; THENCE N 87° 18' 00" W, A DISTANCE OF 42.38 FEET; THENCE S 82° 52' 00" E, A DISTANCE OF 147.00 FEET; THENCE S 18° 21' 00" E, A DISTANCE OF 18.00 FEET; THENCE S 74° 00' 00" W, A DISTANCE OF 72.72 FEET; THENCE S 81° 30' 00" W, A DISTANCE OF 12.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 144.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 30' 00", A DISTANCE OF 188.98 FEET TO THE P.T. OF SAID CURVE; THENCE S 81° 30' 00" W, A DISTANCE OF 48.36 FEET; THENCE S 82° 16' 12" W, A DISTANCE OF 74.40 FEET; THENCE N 74° 07' 00" W, A DISTANCE OF 127.47 FEET; THENCE N 82° 52' 00" E, A DISTANCE OF 182.00 FEET; THENCE N 80° 24' 00" W, A DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 1.783 ACRES, MORE OR LESS

LEGAL DESCRIPTION PHASE 2

FROM THE S.E. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, AND S 00° 15' 00" W, ALONG THE EAST LINE OF THE SAID SECTION 27 TO THE S.E. 1/4, A DISTANCE OF 80.41 FEET TO THE SOUTH POINT OF SAID LINE OF STATE ROAD 64 (MANATEE AVENUE WEST); AND N 89° 48' 12" W ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 274.18 FEET; AND S 87° 18' 00" W, A DISTANCE OF 400.00 FEET; AND S 89° 07' 12" W, A DISTANCE OF 11' 10' 00" W, A DISTANCE OF 48.94 FEET; AND S 87° 50' 42" E, A DISTANCE OF 20.00 FEET; AND S 17° 18' 00" E, A DISTANCE OF 11.27 FEET; AND S 87° 50' 42" E, A DISTANCE OF 41.27 FEET; AND S 17° 18' 00" E, A DISTANCE OF 25.38 FEET TO THE POINT OF BEGINNING; THENCE N 87° 18' 00" W, A DISTANCE OF 42.38 FEET; THENCE S 82° 52' 00" E, A DISTANCE OF 147.00 FEET; THENCE S 18° 21' 00" E, A DISTANCE OF 18.00 FEET; THENCE S 74° 00' 00" W, A DISTANCE OF 72.72 FEET; THENCE S 81° 30' 00" W, A DISTANCE OF 12.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 144.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 30' 00", A DISTANCE OF 188.98 FEET TO THE P.T. OF SAID CURVE; THENCE S 81° 30' 00" W, A DISTANCE OF 48.36 FEET; THENCE S 82° 16' 12" W, A DISTANCE OF 74.40 FEET; THENCE N 74° 07' 00" W, A DISTANCE OF 127.47 FEET; THENCE N 82° 52' 00" E, A DISTANCE OF 182.00 FEET; THENCE N 80° 24' 00" W, A DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 1.421 ACRES, MORE OR LESS

- NOTES:
1. IMPROVEMENTS WITHIN THE COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO WATER MAINS, WATER LINES, SANITARY SEWERS, STORM DRAINS, SIDEWALKS AND TREES HAVE NOT BEEN LOCATED.
 2. MEASUREMENTS OF THIS PLAN REFER TO THE EAST LINE OF THE S.E. 1/4 OF S.E. 1/4 OF SECTION 27 AS SHOWN TO BE S 00° 15' 00" W, AND DO NOT REFER TO THE TRUE MERIDIAN.
 3. ELEVATIONS HEREON ARE BASED ON NATIONAL GEODETIC SURVEY BENCH MARK 74-2547, ELEVATION 3.68, AS PUBLISHED.

UNIT BOUNDARIES

EACH UNIT SHALL CONSIST OF THAT PART OF THE BUILDING AND IMPROVEMENTS CONTAINING THE UNIT UNIT LIES WITHIN THE UNIT BOUNDARIES AS HEREIN DEFINED, AND AS SHOWN ON THE SURVEY, PLAN AND GRAPHIC DESCRIPTION.

THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE RESPECTIVE BOUNDARIES.

UPPER BOUNDARY
THE PLANE OR PLANE OF THE UNCOATED FINISHED CEILING, LEVELS INDICATED.

LOWER BOUNDARY
THE PLANE OR PLANE OF THE UNCOATED FINISHED FLOOR, LEVELS INDICATED.

THE PERIPHERICAL BOUNDARIES OF EACH UNIT SHALL BE THE VERTICAL PLAN OF THE UNCOATED FINISHED INTERIOR SURFACE OF THE WALLS BOUNDING THE UNIT, EXTENDED TO THEIR INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

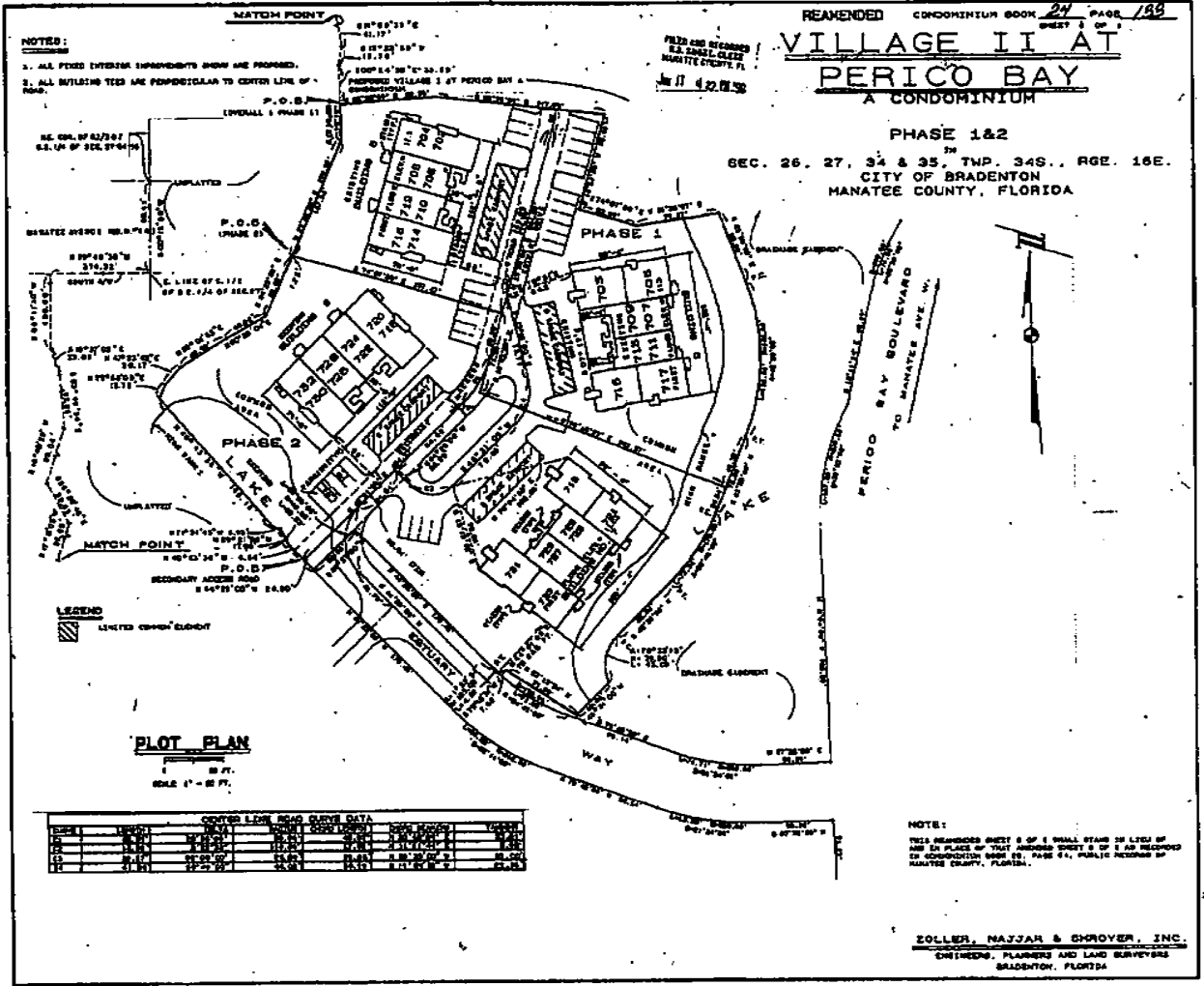
SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED PRACTISING LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS, AS SHOWN HEREON, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THIS SURVEYOR'S CERTIFICATE APPLIES ONLY TO BUILDING NUMBER 7 (UNITS 719, 721, 722, 723, 727, 728, 731, 732) ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPE, UTILITY SERVICES AND ACCESS TO THESE UNITS AND COMMON ELEMENT FACILITIES SERVING BUILDING NUMBER 7. IN WHICH THESE UNITS ARE LOCATED, HAVE BEEN SUBSTANTIALLY COMPLETED. THE CONSTRUCTION OF THE INDIVIDUAL CONDOMINIUM BUILDINGS AND UNITS ARE SUBSTANTIALLY COMPLETE AND HAVE BEEN PREVIOUSLY CERTIFIED.

DATE OF SURVEY: 4/23/17
L. S. HENSON
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1264

ZOLLER, NAJJAR & SHROYER, INC.
ENGINEERS, PLANNERS AND LAND SURVEYORS
BRADENTON, FLORIDA



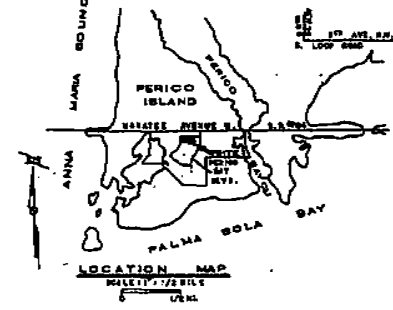
LEGAL DESCRIPTION

187459

VILLAGE III AT PERICO BAY
 A CONDOMINIUM

IN
 SEC. 26, 27, 34 & 35, TWP. 34S., RGE. 16E.
 CITY OF BRADENTON
 MANATEE COUNTY, FLORIDA

FROM THE N.E. CORNER OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, T1M 34°18'00" N, ALONG THE EAST LINE OF THE SAID SOUTH 1/2 OF THE S.E. 1/4, A DISTANCE OF 80.41 FEET TO THE SOUTH VELOCITY OF MAY LINE OF STATE ROAD 64 (MANATEE AVENUE WEST); AND S 89°48'30" W ALONG SAID SOUTH 1/2 MAY LINE, A DISTANCE OF 374.36 FEET; AND S 89°11'30" W, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE S 89°48'30" E, A DISTANCE OF 122.00 FEET TO THE T.O. POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 87°24'48" E, AT A DISTANCE OF 117.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°04'41", A DISTANCE OF 181.00 FEET TO THE P.T. OF SAID CURVE; THENCE S 81°28'48" W, A DISTANCE OF 122.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 122.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°24'12", A DISTANCE OF 48.36 FEET; THENCE N 41°20'44" W, A DISTANCE OF 82.17 FEET; THENCE S 44°28'00" W, A DISTANCE OF 48.00 FEET; THENCE S 87°01'18" W, A DISTANCE OF 220.28 FEET; THENCE N 28°18'48" W, A DISTANCE OF 29.33 FEET; THENCE N 28°40'18" E, A DISTANCE OF 98.84 FEET; THENCE N 28°46'34" W, A DISTANCE OF 67.23 FEET; THENCE S 12°20'24" W, A DISTANCE OF 83.03 FEET TO THE POINT OF BEGINNING, LIVING AND BEING IN SECTIONS 26 AND 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, CONTAINING 2.884 ACRES, MORE OR LESS.



UNIT BOUNDARIES

EACH UNIT SHALL CONSIST OF THAT PART OF THE BUILDING AND IMPROVEMENTS CONTAINING THE UNIT THAT LIES WITHIN THE UNIT BOUNDARIES AS HEREIN DEFINED, AND AS DEPICTED ON THE SURVEY, PLY PLAN AND BIDDING DESCRIPTION.

UPPER AND LOWER BOUNDARIES:
 THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:
 UPPER BOUNDARY:
 THE PLANE OR PLANES OF THE UNDECORATED FINISHED CEILING.
 LOWER BOUNDARY:
 THE PLANE OR PLANES OF THE UNDECORATED FINISHED FLOOR.
PERIMETRICAL BOUNDARY:
 THE PERIMETRICAL BOUNDARIES OF EACH UNIT SHALL BE THE VERTICAL PLAN OF THE UNDECORATED FINISHED INTERIOR SURFACE OF THE WALLS BOUNDING THE UNIT, EXTENDED TO THEIR INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

SURVEYOR'S CERTIFICATE

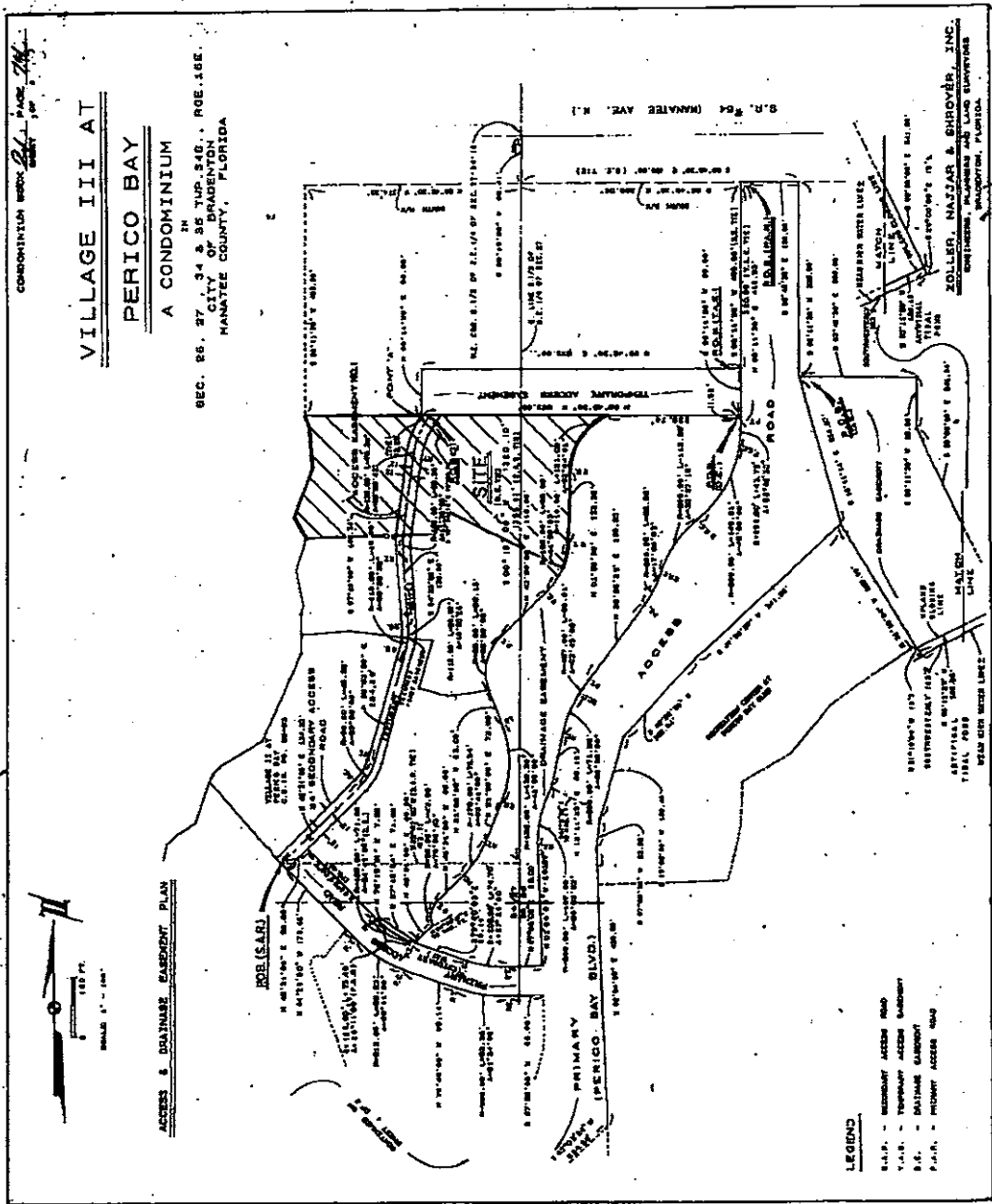
I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, SOLELY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE PROPOSED CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED, TOGETHER WITH THE BOUNDING OF THE REGULATION OF CONSTRUCTION, RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED, AND FURTHER THAT FROM THE SUBJECT MATTER THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF EACH UNIT AND THE COMMON ELEMENTS. (THIS CERTIFICATION IS NOT COMPLETE AT THIS TIME).

DATE OF SURVEY: 2/1
L.E. MERCEDES
 L.E. MERCEDES
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE # _____

NOTES:

1. IMPROVEMENTS WITHIN THE COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO WATER SYSTEMS, WATER LINES, SANITARY SEWER, STORM DRAINS, SIDEWALKS AND THOSE HAVE NOT BEEN LOCATED.
2. METHODS OF SURVEY DESCRIBED HEREIN COMPLY WITH CHAPTER 281.004, F.A.C. ENTITLED "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA".
3. BEARINGS ON THIS PLAN REFER TO THE EAST LINE OF THE S.E. 1/4 OF S.E. 1/4 OF SECTION 27, ASSUMED TO BE S 89°48'30" W, AND DO NOT REFER TO THE TRUE MERIDIAN.
4. ELEVATIONS HEREIN ARE BASED ON NATIONAL GEODETIC SURVEY BENCH MARK "MAGNAN", ELEVATION 5.69, AS PUBLISHED.
5. ALL UNITS AND OTHER IMPROVEMENTS SHOWN ON THIS CONDOMINIUM PLAN ARE PROPOSED AND HAVE NOT BEEN CONSTRUCTED. VERIFICATION OF FINAL DIMENSIONS WILL BE DETERMINED UPON SUBSTANTIAL COMPLETION.

ZOLLER, NAJJAR & SHROYER, INC.
 SURVEYORS, PLANNERS AND LAND SURVEYORS
 BRADENTON, FLORIDA



**VILLAGE III AT
 PERICO BAY
 A CONDOMINIUM**

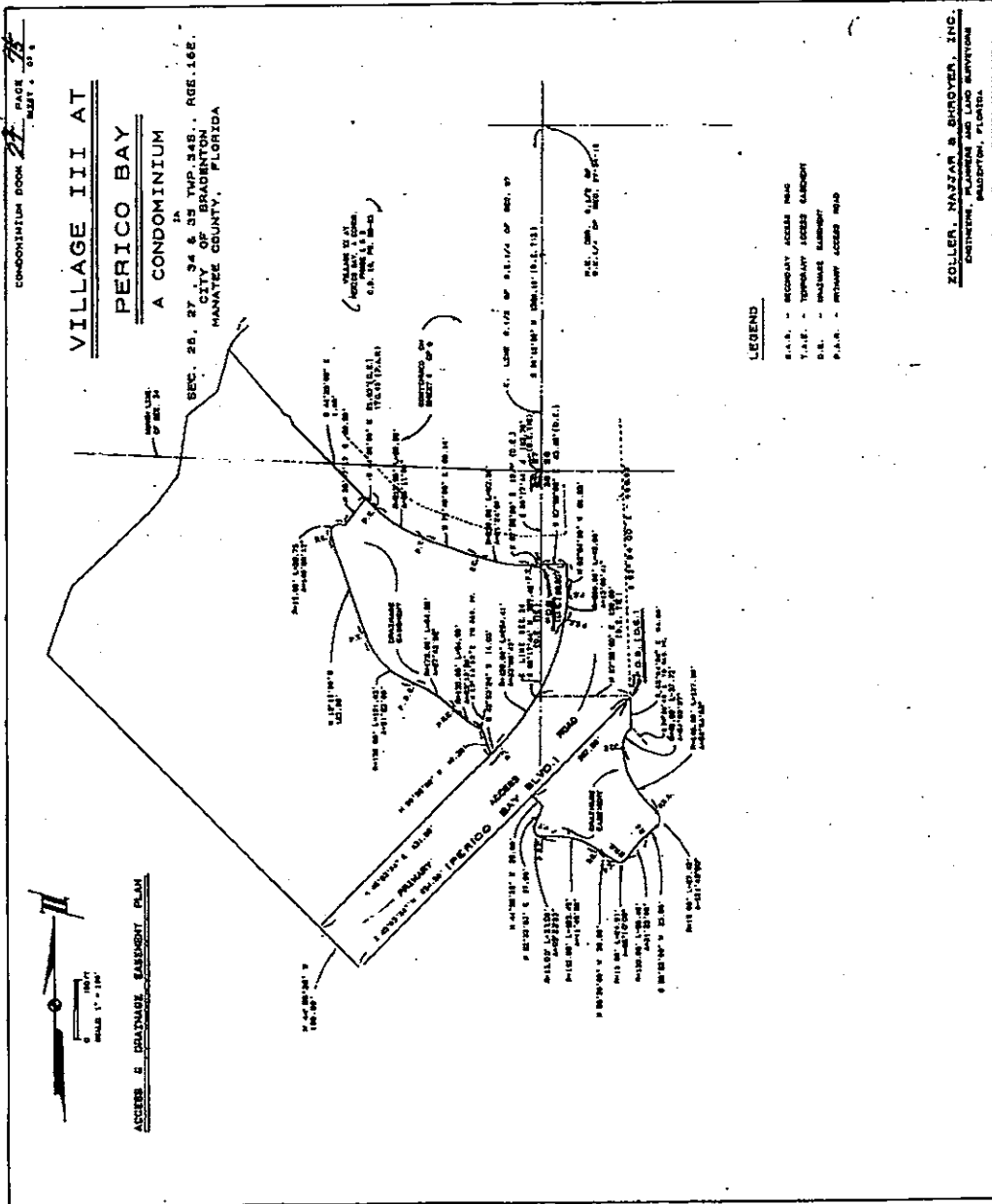
SEC. 26, 27, 34 & 35 TWP. 24S., RGE. 16E.
 MANATEE COUNTY, FLORIDA

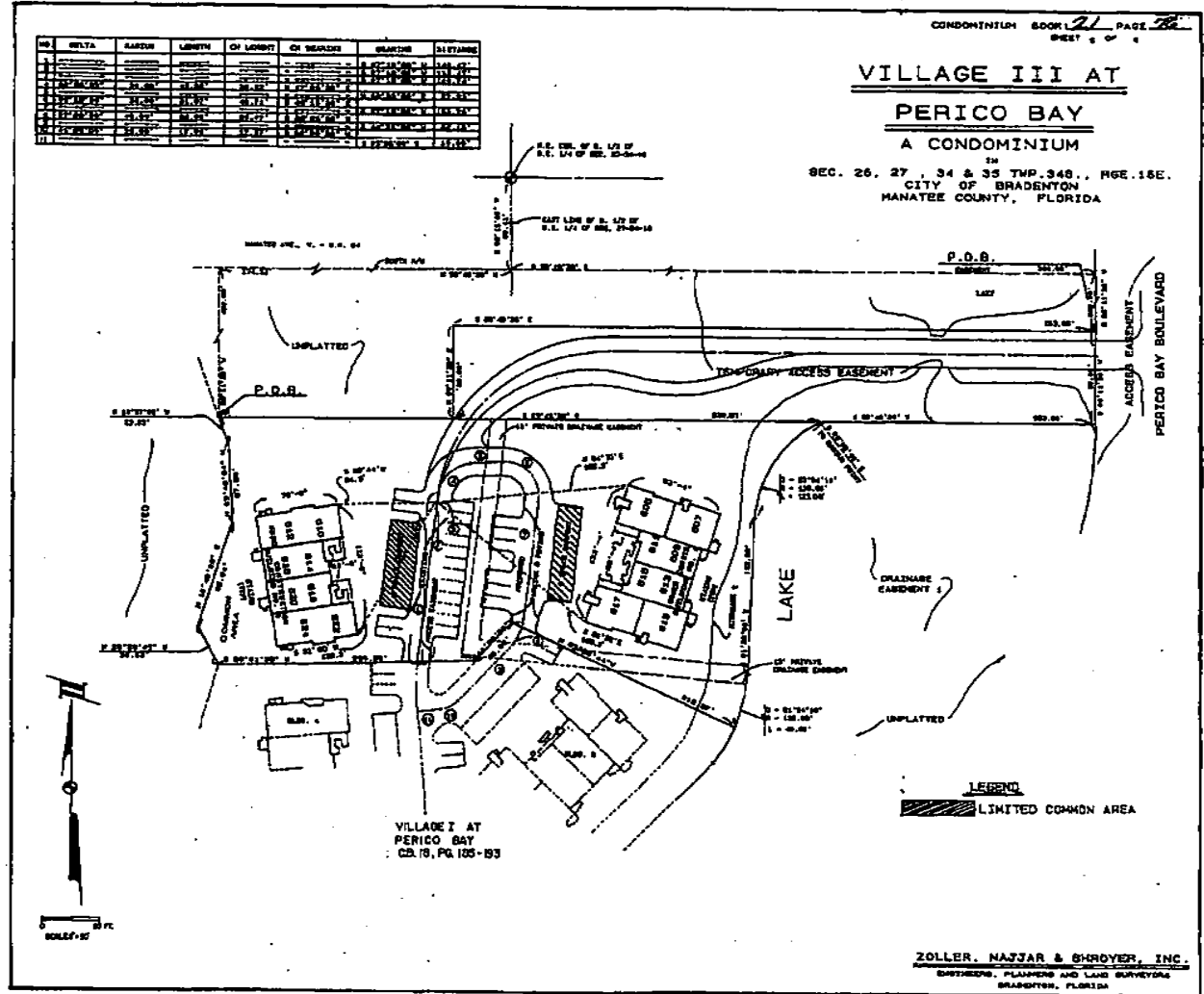


ACCESS & DRAINAGE EASEMENT PLAN

LEGEND

- S.A.P. - Secondary Access Road
- T.A.R. - Temporary Access Road
- D.E. - Drainage Easement
- P.A.R. - Primary Access Road





CONDOMINIUM BOOK 2022 PAGE 382
SHEET 4 OF 4

VILLAGE III AT PERICO BAY

A CONDOMINIUM

SEC. 26, 27, 34 & 35, TWP. 34S., RGE. 16E.
CITY OF BRADENTON
MANATEE COUNTY, FLORIDA

GRAPHIC DESCRIPTION

SCALE: 1/8" = 1'-0"

LEGEND
② - CENTERLINE OF ENTRY WALL
③ - CENTERLINE OF ENTRY WALL OF ADJACENT UNIT

NOTE:
THE NAME DIMENSIONS OF THESE UNITS SHALL BE THE SAME AS SHOWN ON THESE PLANS UNLESS OTHERWISE INDICATED.

UNIT NO. 818
MODEL E

UNIT NO. 817
MODEL C

UNIT NO. 813
MODEL D

UNIT NO. 819
MODEL D

ZOLLER, NAJJAR & SHROYER, INC.
ENGINEERS, PLUMBERS AND LAND SURVEYORS
BRADENTON, FLORIDA

CONDOMINIUM BOOK, 27, PAGE 322

**VILLAGE III AT
PERICO BAY**
A CONDOMINIUM

SEC. 26, 27, 34 & 35, TWP. 34S., RGE. 16E.,
CITY OF BRADENTON,
MANATEE COUNTY, FLORIDA

GRAPHIC DESCRIPTION

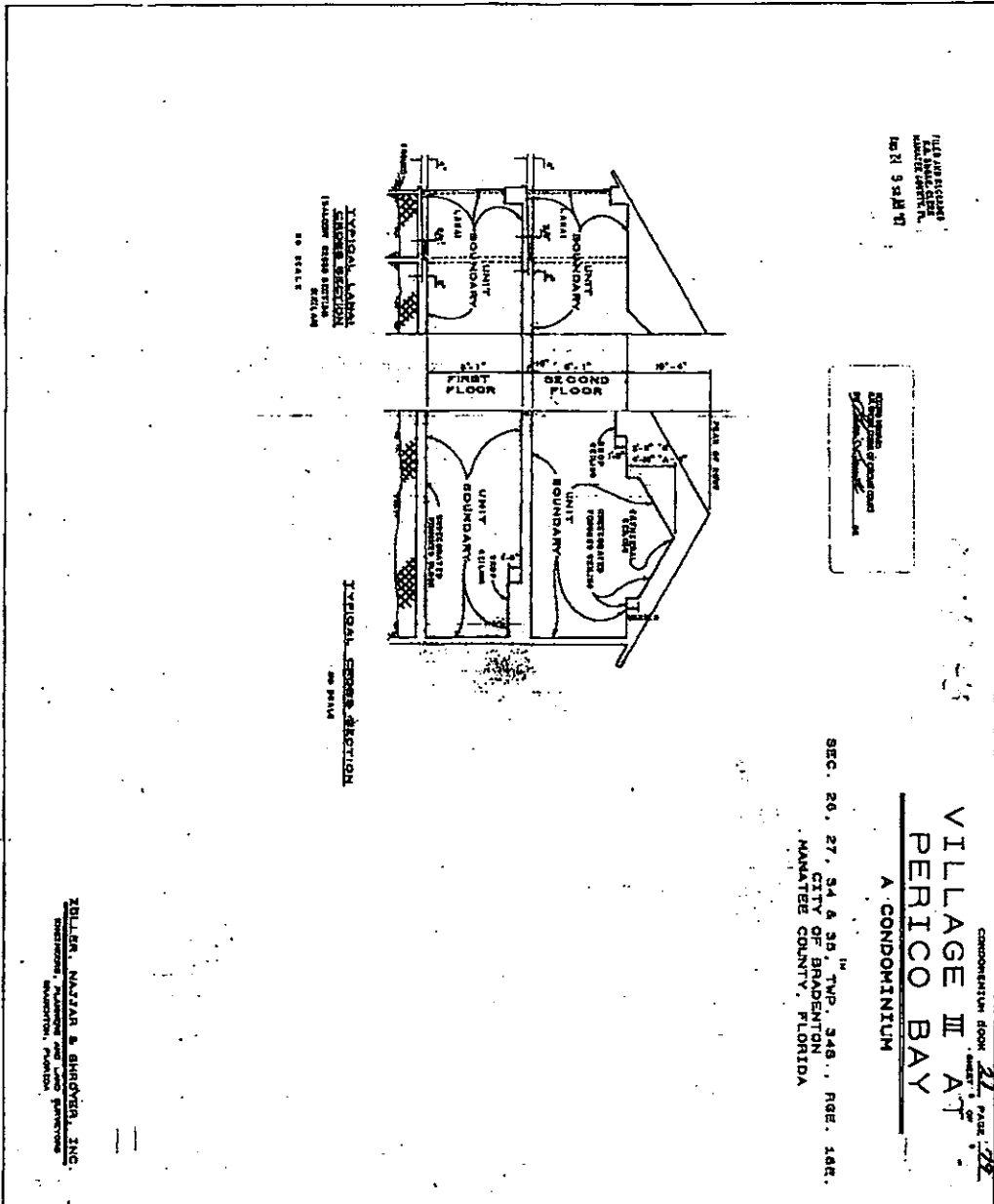
SCALE: 1/8" = 1'-0"

NOTE:
THE BASE DIMENSIONS OF THESE
UNITS SHOULD BE REVERSED.

LEGEND
- - - - - CONTINUATION OF PARTY WALL
ON ADJACENT UNITS.

MODEL A
UNIT NOTE
FIRST FLOOR 814, 818
SECOND FLOOR 818, 820

MODEL A
UNIT NOTE
FIRST FLOOR 818, 822
SECOND FLOOR 818, 824



FILED AIR RECORDS
LA MANATEE COUNTY
MANATEE COUNTY, FLORIDA
APR 3 2017

REVISIONS
DATE
BY

CONDOMINIUM BOOK 27 PAGE 28
VILLAGE III AT
PERICO BAY
A CONDOMINIUM
SEC. 26, 27, 34 & 35, TWP. 34S, RGE. 18E.
CITY OF BRADENTON
MANATEE COUNTY, FLORIDA

ZOLLER, NAJJAR & SHROVER, INC.
ENGINEERS, PLANNERS AND LAND SURVEYORS
BRADENTON, FLORIDA

Exhibit B

Percentage Interest in Common Elements

Each Unit in the Condominium shall each have appurtenant to it a 1/64th share in the common elements.

Exhibit C

Articles of Incorporation