

57 W

OFF. REC. 882 N 795

Prepared By:
GARY O. McKEAN
217 W MIAMI AVE
VENICE, FLORIDA

399853

VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM

DECLARATION OF CONDOMINIUM

WHEREAS, C. D. WATERS, INC., a Florida corporation, holds fee simple title to the following described real property, lying and being situate in Sarasota County, Florida, to-wit:

Commence at a Point 10 ft. Northerly of the Southwesterly corner of Lot 28, Block "B" COUNTRY CLUB ESTATES, Unit #1, as per plat thereof contained in Plat Book 5, Page 29, Public Records of Sarasota County, Florida, for a P.O.B. THENCE N 68° 23' E, 95.67 ft., THENCE N 26° 37' W, 55 ft., THENCE S 63° 23' W 95.33 ft. to the Westerly line of Lot 28, THENCE Southerly on the Westerly line of Lot 28, on a radius of 1,633.85', a distance of 55 ft. to the P.O.B.

WHEREAS, C. D. WATERS, INC. desires to submit the lands above-described together with the improvements thereon to the condominium form of ownership under the Condominium Act of the State of Florida as currently set forth in Chapter 711 of the Florida Statutes,

NOW, THEREFORE, be it known as follows:

I. STATEMENT OF SUBMISSION

C.D. WATERS, INC., does by these presents declare the real property owned by it and described hereinabove to be condominium property under the Condominium Act of The State of Florida now in force and effect, and does submit said condominium property to condominium ownership pursuant to said Act.

II. NAME.

This condominium shall be known as VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, And its address is 616 Guild Drive, Venice, Sarasota County, Florida.

III. LAND.

The land included in and submitted to the Condominium, VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, is that real property owned by C.D. WATERS, INC., in fee simple, and described hereinabove, lying and being situate in Sarasota County, Florida.

IV. UNITS.

The condominium units in VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, shall be designated and known as Unit Numbers 1 - 8, inclusive, Unit boundaries shall be designated as follows:

1. Upper boundary; the horizontal plane of the undecorated, finished ceiling extended to the perimetrical boundary.
2. Lower boundary; the horizontal plane of the undecorated, finished floor extended to the perimetrical boundary.
3. Perimetrical boundary; the vertical planes of the undecorated, finished interior of the walls bounding the unit extended to the upper and lower boundaries.

V. CONDOMINIUM PLAN.

A survey of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, a graphic description of the improvements in which the Units are located, and of the Units themselves, describing the Units, a plat plan indicating the relative position of the buildings of the condominium, a description of the Units and common elements, and certificate thereof, are attached hereto and incorporated herein by reference as they appear on that certain condominium plat of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, being recorded herewith in Condominium Book 4, at Pages 32 of the Public Records of Sarasota County, Florida.

VI. COMMON ELEMENTS.

There shall be appurtenant to each of the Units an equal ownership of the common elements. The common elements of the Condominium appurtenant to each of the Units shall include the following terms:

- a. The land described above and all improvements thereon, except for Units as shown on the aforementioned

Condominium plat.

b. The structural parts of the buildings and the washroom, exclusive of the boundaries of the undecorated Units.

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

d. Installations for furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing the installations.

e. The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the common elements.

f. Easements for maintenance of common elements.

g. All outside surfaces of walls except for glass or screened surfaces of windows or doors of the various Units, which said glass and screened surfaces will be part of each such unit and are not common elements.

The leasehold interest held by the Association to that certain parcel of land consisting of the parking area and specifically described on the Condominium Plat mentioned hereinabove, shall not be considered a common element. The right to the use of, or interest in said lease property shall accrue to the various Unit parcels by virtue of the owners of each such Unit being a member of the Condominium Association.

VII. COMMON EXPENSES AND COMMON SURPLUS

The common expenses, including any lease rental payments, of the Condominium and the common surplus of the Condominium shall be apportioned equally among all of the Units so that

each Unit shall bear one-eighth (1/8th) of the common expenses and be entitled to one-eighth (1/8th) of the common surplus, if any.

VIII. VOTING RIGHTS.

Each of the Units shall be entitled to one (1) vote at meetings of the Condominium. In the event of joint ownership of a Unit, said vote shall be apportioned among the owners or exercised by one of them by agreement with the remainder of said joint owners.

IX. AMENDING DECLARATION

This Declaration may be amended at any time during the first two years from the date hereof by affirmative vote of Fifty-One percent (51%) of all Units, together with the written consent of C. D. WATERS, INC., its successors, grantees, or assigns. After the expiration of said two year period, the Declaration may be amended at any time by the affirmative vote of Seventy-Five percent (75%) of all Units, without the necessity of consent of C. D. WATERS, INC.

Provided however, that no amendment shall discriminate against any unit or unit owner or class or group thereof, unless the Unit owners so affected shall consent, and

Further provided that no amendment of this Declaration shall be effective unless evidenced by a certificate attached thereto certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida.

X. ASSOCIATION AND BY-LAWS

The Association which shall operate the Condominium shall be

that certain Corporation Not For Profit, heretofore organized under the laws of the State of Florida, and known as ANTIGUA APARTMENTS, ASSOCIATION, INC., of which Association each Unit owner shall be required to be a member. The Condominium shall be operated pursuant to the By-Laws of the Association, a copy of which is attached hereto and marked Exhibit "A".

XI. MAINTENANCE

A. The Association shall maintain, replace, and repair all portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include, but be limited to the load-bearing columns and load-bearing walls.

B. The maintenance and operation of the common Elements shall be the responsibility of the Association and a common expense.

C. Each unit owner shall be responsible for the maintenance and repair of his unit, except the portions to be maintained, repaired, and replaced by the Association, and except that the Association shall have the right to assume part or all of the maintenance of the various units, as determined by the Association from time to time.

XII. INSURANCE, REPAIR, AND RECONSTRUCTION

The Association shall also procure and pay for as part of the common expenses, Fire and Extended Coverage Insurance on the common elements of the Condominium in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees holding mortgages on a portion of the common elements insured as endorsees of the policy. In addition, the Association shall procure and pay for, as part of the common expenses, Fire and Extended Coverage Insurance to the full insurable value thereof on each individual Unit which said

policies of insurance shall show, if that be the case, institutional mortgagees of said Units respectively as endorsees of such policies. In the event of destruction, either partial or substantial, of a Unit, the owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the owner of said Unit and/or the Association as may be required and to be received by the Association and/or the institutional mortgagees of said Unit as then agreed upon, and held in escrow to apply to and assure the prompt payment of the cost of such repair and building. In the event that the owner of such affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the owner's cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the owner of said Unit shall promptly pay the deficiency and failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable attorney's fee. In the event of substantial destruction of the

whole building (more than fifty percent (50%) of the Units substantially destroyed), the owners of the Units of the building shall meet and vote to determine whether said building shall be accepted and apportioned among them, the lands sold, or some other alternative; provided however, that said owners shall be under an obligation to rebuild said building unless ninety percent (90%) out of a possible one hundred percent (100%) of the voters are for some other alternative. In the event that the other alternative is the sale of the property and is properly voted upon, then each Unit in said destroyed building is hereby obligated to be conveyed to the purchaser of the whole building acceptable to fifty percent (50%) of or more of the Units of said building, and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the Condominium structure, shall be divided among said Units in said destroyed building, according to their respective interests in the damaged or destroyed building. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in the building by virtue of more than one Unit being damaged or destroyed, such apportionment shall be made by the Association based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the insurance company or companies making the settlement.

XIII. USE RESTRICTIONS

The following use restrictions shall apply to and bind the Condominium, condominium property, Units, Unit owners, and Association, to wit:

- a. That all Condominium Units shall be and remain of like exterior design, shape, color and appearance.
- b. That occupants of Condominium units shall not

permit, suffer or maintain in their premises loud noises, obnoxious odors, or offensive household pets.

c. That each Condominium Unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon, with the exception of Unit #3.

d. That except for sale or leasing thereof by C.D. WATERS, INC., or any institutional lender, or parcel or Unit shall be sold, or leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent shall be given or withheld based upon the Board's determination of the ability of the proposed lessee or grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed lessee or grantee. In no event shall a Unit be leased for a term of less than one (1) month.

3. That the occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements, and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay each Unit's share of all common expenses, including such Unit's share of a leasehold obligation arising under the lease of the areas mentioned in paragraph VI above, provisions of this sub-paragraph to be construed as a covenant in favor of lessor under said lease.

f. That no Condominium parcel or Unit, with the exception of Unit #3, shall be divided, or sub-divided or severed from the realty and that no structural alterations or changes shall be made within said Unit without prior approval of the Board of Directors of the Association.

g. That each Unit owner, lessee or occupant shall maintain at all times in good condition and repair, the interior of such Unit, including porches, interior walls, floors, ceilings, doors, windows, water, electric and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electric" system in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing" system in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit or in the Unit itself.

h. That without the prior permission of the Association, no wires, TV antennas, air conditioners, arials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building.

i. That no clothes lines, hangars or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, or door.

j. That no Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

k. That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference

with the television reception in other Units.

l. That occupants of Units shall abide by all the rules and regulations promulgated by the Association concerning occupancy and use of the Condominium Units and common elements and areas. Provided however that the exceptions herein granted Unit #3 remain in full force and effect.

m. That reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners, and residents upon request.

XIV. DEVELOPER MANAGEMENT

Notwithstanding anything contained herein to the contrary, and subject to the provisions of Paragraph XVII below, it is hereby expressly understood that C.D. WATERS, INC., shall manage the affairs of the Condominium and Association for a period terminating at midnight, December 31, 1972, provided however that any time within the said period, the Association may at its request, which request shall be in the form of a resolution, made and approved in the manner set forth for resolutions in its Articles and By-Laws, assume the duties, responsibilities and rights of the management of the condominium and Association.

It is declared and understood that C.D. WATERS, INC. shall receive during its management period, a monthly service fee of Twenty Dollars (\$20.00) per month, payable in quarterly payments in advance, exclusive of any lease rental payments, from each Unit not owned by it and in consideration thereof, C.D. WATERS, INC., shall operate the Condominium, Condominium property, and affairs of the Association, and shall during said period furnish for the benefit of the Units the following; to-wit:

1. Fire and Extended Coverage Insurance to the full insurable value thereof on all Units and common elements, and Public Liability Insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) on common elements.

2. All water and sewer services for all Units and common elements.

3. All regular maintenance of all common elements.

4. Garbage and trash removal for all Units and common elements.

5. Management for the Condominium.

6. All maintenance of the parking area and its surface.

Provided however that in the event of a major damage for which the insurance does not compensate fully, the Association shall be responsible for the difference between the insurance proceeds, if any, and the actual cost of repair or replacement in any event.

The payments which C.D. WATERS, INC. shall receive pursuant hereto shall be considered as a fixed quarterly payment during the time specified, and the Units shall not be entitled to an accounting therefor.

XV. LIENS

Any liens which the Association shall have on any Unit for unpaid assessments, including those for rental payments, shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessments or enforcement of such liens.

XVI.

Notwithstanding anything contained in this Declaration or the Exhibit annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels, shall first be obtained before this Declaration may be amended or the Condominium terminated,

which said consent shall not be unreasonably withheld.

XVII.

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida as amended, from time to time.

IN WITNESS WHEREOF, C.D. WATERS, INC. has caused its signature and seal to be affixed this 5th day of February, 1970.



Gary O. McKean
Gary O. McKean, Secretary-Treasurer

C.D. WATERS, INC.
(a Florida corporation)
By: Clyde D. Waters
Clyde D. Waters, President

STATE OF FLORIDA
COUNTY OF SARASOTA

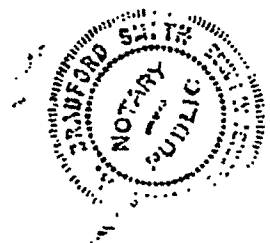
I HEREBY CERTIFY that on this 5th day of February, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared CLYDE D. WATERS, and GARY O. MCKEAN, President and Secretary-Treasurer, respectively, of C.D. WATERS, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and they affixed thereto the official seal of said corporation and the said instrument is the deed and act of the corporation.

WITNESS my hand and official seal at Venice, in the County and State last aforesaid, this 5th day of February, 1970.

B. Bradford Smith
Notary Public

My Commission Expires: 8/23/72

Notary Public, State of Florida at Large
My Commission Expires Aug. 23, 1972
Bonded by Travelers Indemnity Co.



OFF. REC. 882 N 807

JOINDER OF MORTGAGEE

WHEREAS, JOSEPH J. MERCURIO and MARION E. MERCURIO, husband and wife, of Sarasota County, Florida, called the mortgagees, the owners and holders of a mortgage upon:

Lot 28, less the South 10 feet thereof, and all of Lots 29 and 30, Block B, COUNTRY CLUB ESTATES, Unit 1, as per plat thereof recorded in Plat Book 5, at Page 29, of the Public Records of Sarasota County, Florida.

which mortgage was recorded in Official Records Book 857 at Pages 75 to 77, on September 10, 1970, of the Public Records of Sarasota County, Florida, joins in the making of and hereby consents to the filing of the foregoing Declaration of Condominium. Provided however, that said joinder in and consent to, in no way alters or amends the existing mortgage, and releases no portion of the above described real property from the lien of the said mortgage.

Signed in our presence as witnesses:

Helen F. Arnold

Joseph J. Mercurio
Joseph J. Mercurio

Marion E. Mercurio

Marion E. Mercurio
Marion E. Mercurio

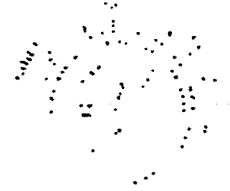
STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, this day personally appeared JOSEPH J. MERCURIO and MARION E. MERCURIO, husband and wife, who upon being first duly sworn, depose and say that they executed the foregoing joinder of mortgagee for the purposes therein expressed.

Sworn to and subscribed before me this 3rd day of February, 1971, at Sarasota County, Florida.

Linda L. Neumann
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA JULY 14, 1974
BY THE COMMISSIONER OF REVENUES



ANTIGUA APARTMENTS, ASSOCIATION, INC.

By-Laws

ARTICLE I: Office and Agent

The principal office of the corporation shall be located at 616 Guild Drive, Venice, Sarasota County, Florida. The corporation shall have and continuously maintain an agent at the above office.

ARTICLE II: Membership and Voting Rights

Section 1: Initial and Subsequent Members

Those persons or corporations who presently or hereafter acquire title to Units in VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, shall be members. The term "member" shall also be construed to mean a Lessee occupying a VILLAGE APARTMENTS Condominium Unit, whether in PHASE ONE, PHASE TWO, or PHASE THREE, under a Lease or Sub-Lease of more than five (5) years' duration. In the event a member leases or subleases his Unit for more than a five (5) year term, he shall during such term remain a member, but forfeit his voting rights, the tenant or sub-tenant to exercise said voting rights.

Lawyer says not valid

Section 2: Voting Rights

There shall only be allowed one (1) vote per Unit, said vote in the event of a joint ownership of a Unit to be divided equally among the joint owners thereof and cast as fractional votes or by agreement of the joint owners, cast by one of their number.

Section 3: Termination of Membership

Whenever a member ceases to become an owner of a VILLAGE APARTMENTS Condominium Unit, his membership shall there and then automatically terminate.

Section 4: Transfer of Membership

The membership in this corporation is not transferable or assignable.

ARTICLE III: Meeting of Members

Section 1: Annual Meeting

An annual meeting of the membership shall be held at the office of the Corporation on the 1ST day of MARCH of each year, beginning with the year of 1972, at the hour of 10:00 A.M. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If that day is a legal holiday, or a Sunday, the meeting shall be held on the next day that is not a holiday or a Sunday at the same hour.

Section 2: Special Meetings

Special meetings of the members may be called by the President, the Board of Directors, or the written request of not less than five (5) of the members having voting rights.

Section 3: Notice of Meetings

Written or printed notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or person calling the meeting. In case of a Special Meeting, or when required by Statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

Section 4: Informal Action by Members

Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of members, may be taken without a meeting if a consent, in writing, setting

forth the action so taken shall be signed by all the members entitled to vote thereon with respect to the subject matter thereof.

Section 5. Quorum

A majority of the members shall constitute a quorum. If a quorum is present, a majority of those present may take corporate action unless otherwise provided by the Declaration of Condominium of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, these By-Laws, or the Articles of Incorporation of the Association. If a quorum is not present, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 6. Proxies

Votes may be cast in person, to the Secretary by certified mail, or by proxy. A proxy may be made by any member entitled to vote, shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or adjournment of any meeting.

ARTICLE IV. Board of Directors

Section 1: General Powers

The affairs of the corporation shall be managed by its Board of Directors. Directors must be members of the corporation.

Section 2. Number, Tenure and Qualifications

The number of Directors shall be three (3). The present members of the Board of Directors or successors of the present members of the Board of Directors as appointed by them in the event of the removal or disability of one or all of said Directors shall hold office until the next annual meeting of the members, at which time the successors shall be elected. Each director thereafter shall hold office until the next annual meeting of the members and until his successor shall be elected and qualified, or

by a majority of the members for misfeasance or malfeasance, at a Special Meeting of the members called for that purpose.

Section 3: Regular Meetings.

A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as designated for the office of the corporation.

Section 4: Special Meetings.

Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place within Sarasota County, Florida, as the place for holding any Special Meeting of The Board called by them,

Section 5: Notice.

Notice of any Special Meeting of the Board of Directors shall be given at least five (5) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6: Quorum.

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present

at said meeting, a majority of the Directors present may adjourn the meeting from time to time, without further notice.

Section 7: Vacancies.

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 8: Compensation:

Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor, provided however that Directors may receive reimbursement for expenses actually incurred in the performance of his duties as a Director.

ARTICLE V. Officers

Section 1: Officers.

The officers of the corporation shall be a President, Vice-President, Secretary, and Treasurer and such other officers as may be deemed desirable by the Board of Directors or meeting of the members.

Section 2: Election and term of Office.

The present officers of the corporation or their successors as elected by the Board of Directors of the Corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the Corporation. Thereafter the officers of the corporation shall be elected annually by the Board of Directors, at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held

as soon thereafter as convenient. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Removal.

Any officer elected or appointed by the Board of Directors may be removed by the unanimous vote of the Board of Directors.

Section 4: Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term;

Section 5: Duties.

The duties, responsibilities, authority, and rights of the officers of the corporation shall be those normally and reasonably associated with and attendant to their office.

Section 6: Compensation.

Officers of the Corporation shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any officer from serving the corporation in any other capacity and receiving compensation therefor, provided however that Officers may receive reimbursement for expenses actually incurred in the performance of his duties as a Director.

ARTICLE VI. Committees.

Section 1: Committees of Directors.

The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, but the designation of such com-

mittees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

Section 2: Term of Office.

Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3: Chairman.

One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the member thereof.

Section 4: Rules.

Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII

Contracts, Checks, Deposits and Funds.

Section 1: Contracts.

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc.

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall from time

to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

Section 3: Deposits.

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.

Section 4: Gifts.

The Board of Directors may accept on behalf of the corporation any contribution, gift bequest or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII.

Certificates of Membership.

Section 1: Certificates of Membership.

The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the Seal of the corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each Unit and shall contain the names of the owner or owners thereof and in the event of occupancy of such Unit by a Lessee or Sub-Lessee for a term of more than five (5) years, the name or names of such Sub-Lessee or Sub-Lessees, as the case may be. The name or names appearing on such certificate and unit number shall be entered in the records of the corporation.

ARTICLE IX

Books and Records

The corporation shall keep correct and complete books and records of account and also shall keep minutes of the proceedings of its members, Board of Directors, and committees, having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All Books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X. Fiscal Year

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI.

Dues, Fees, Charges, Assessments

Section 1: Dues and Assessments:

The Board of Directors may determine from time to time the dues, charges, fees, or assessments to be paid by the members. Said dues, charges, fees and assessments are to be levied in an amount and manner so as to provide the corporation with sufficient funds to meet the obligations of the corporation and furnish the facilities and service to the Units at VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, which the corporation is obligated to furnish, all on a non-profit basis and each apartment to bear only its prorata share of same, as provided in the Declaration of Condominium. The services and facilities that the Association is to furnish for the benefit of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, in addition to those services and facilities here-

after added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be the furnishings of and maintenance of common outside lighting, maintenance of all grounds including lawns, roads, recreation area, and walkways, whether common elements, or limited common elements, exterior maintenance and painting of outside walls of Units, as needed, garbage and trash removal for the Condominium and all Units thereof, fire and extended coverage insurance for the Condominium and all Units, and common structures in an amount of not less than the full insurable value of same.

The Association is specifically authorized to enter and has entered into a Ninety-Nine Year Lease Agreement with C.D. WATERS, INC., a copy of which is attached hereto, whereby the Association has acquired a leasehold interest in and to the parking area. All rental payments and other expenses relating to such leasehold interest shall be apportioned equally among all Units as common expenses, in addition to the assessments, as set forth heretofore in this section.

Section 2: Default.

When any member shall be in default of the fees due, charges or assessments levied pursuant to Section 1 of this Article; he shall be subject to the liability for collection of same provided under the Condominium Act of the State of Florida, together with all costs of collection, including a reasonable attorney's fee.

ARTICLE XII. Seal.

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle, and shall have inscribed therein the name of the corporation, and the words "Corporate Seal 1971", and shall be kept and maintained by the Secretary.

ARTICLE XIII.

Amendments to By-Laws

These By-Laws may be made, altered or rescinded from

time to time in whole or in part by the affirmative vote of two thirds (2/3rds) of the members of the corporation, at a regular annual meeting of the corporation, or a meeting called for that purpose.

FILED AND RECORDED
ROBERT W. ZINN, CLERK
SARASOTA, CO., FLA.
MAR 2 9 30 AM '71

399853

16.4

RECORDED BY:
GARY D. APPELBY
217 W. MIAMI AVE.
VENICE, FLORIDA

OFF. REC. 882 PG 819

LEASE

THIS LEASE AGREEMENT dated the ²⁹ ~~5th~~ day of FEBRUARY, 1971, by and between C.D. WATERS, INC., a Florida corporation, hereinafter referred to as "Lessor" and ANTIGUA APARTMENTS, ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessee is desirous of procuring the use and maintenance of certain facilities for parking vehicles for the occupants of Units of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, which said real property has been improved to include a paved parking surface and is described as follows, to-wit:

Parking Area in
COMMENCE at a point 10.0 ft. Northerly of the Southwesterly corner of Lot 28, Block "B", COUNTRY CLUB ESTATES, Unit #2, as per plat Book 5, Page 29, of the Public Records of Sarasota County, Florida; THENCE N 63' 23' E 95.67 ft. for a Point of Beginning; THENCE S 63' 23' W 44.33 ft. to the Easterly line of Lot 28; THENCE Northerly on the Easterly line of Lot 28, on a radius of 1493.85 ft. for a distance of 206.36 ft.; THENCE N 71' 50' E 44.33 ft.; THENCE N 18' 10' W 55.0 ft.; THENCE N 71' 50' E 37.0 ft.; THENCE N 21' 48' W 108.5 ft.; THENCE S 63' 23' W 37.0 ft.; THENCE N 26' 37' W 55.0 ft. to the Point of Beginning.

WHEREAS, Lessor is willing to maintain the desired parking area on Lessor's property and lease the same to Lessee, and Lessee is desirous to accept a lease thereto;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto do agree as follows:

I. GRANT.

That the Lessor does hereby demise and grant unto Lessee, and the Lessee does hereby accept a Lease to that certain real property described above, on the terms and conditions hereinafter

set forth.

II. TERM.

That the term of this Lease shall commence on the date hereof, and continue for a period of Ninety-Nine (99) years.

III. RENTAL.

That the Lessee agrees to pay to Lessor, as rental, during the term of this lease, the sum of Twenty-Five Dollars (\$25.00) per month per Unit. The rental rate shall be subject to review on January 1, 1975 and the first day of January at the end of each and every five (5) year period thereafter. The rate, unless agreed upon otherwise shall be increased in proportion to the cost of living index as officially established at the time of review hereof, by the Federal Government. ANTIGUA APARTMENTS, ASSOCIATION, INC., or its grantees or assigns, is hereby granted the right and option to purchase the property which is the subject matter hereof at the end of the term of this Lease for the then fair market value thereof which said market value shall be determined by three (3) registered land appraisers, one of which appraisers shall be appointed by C.D. WATERS, INC., or its grantees, or assigns; the second of said appraisers shall be appointed by ANTIGUA APARTMENTS, ASSOCIATION, INC.; and the third of said appraisers shall be appointed by the first and second of said appraisers. The purchase price shall be paid in cash and closing of such transaction shall take place no later than sixty (60) days after the appointment of appraisers which appointment shall be completed within thirty (30) days after the termination of this lease. The option to purchase shall be exercised by the delivery of a written notice thereof to C.D. WATERS, INC., at least six (6) months prior to the end of the term of this Lease, and if said option is exercised, ANTIGUA APARTMENTS, ASSOCIATION, INC., shall be entitled to the continued enjoyment of the said leased property during the time consumed in preparing for and closing the transaction.

IV. TIME AND PLACE OF PAYMENT.

All rental payments to be made hereunder shall commence from FEBRUARY 5, 1971, and be payable in advance on April 1st, July 1st, October 1st and January 1st of each and every year during the term of this lease.

V. CARE AND MAINTENANCE.

That Lessee shall during the term of this Lease be responsible for all care, maintenance and upkeep on the demised premises, and the improvements to be constructed pursuant hereto, and Lessee shall deliver up to Lessor, at the end of the term of this Lease, the demised premises and improvements hereunder constructed by Lessor, or their replacements, in good condition and repair, reasonable wear and tear and damage by the elements excepted.

VI. LIABILITY INSURANCE.

That Lessee agrees to save and hold the Lessor harmless from any and all liability for damage to persons or property upon the demised premises, or the improvements constructed thereon, and to indemnify the Lessor against such liability, and to carry general liability insurance for this purpose, with a limit of not less than \$50,000.00 for any one person, and not less than \$100,000.00 for any one accident.

VII. HAZARD INSURANCE
AND REBUILDING OF IMPROVEMENTS

Lessee agrees to maintain Hazard Insurance to the full insurable value of the same for the benefit of Lessor upon the improvements to be hereafter constructed by Lessor on the demised premises, and Lessor agrees that in the event of damage or destruction of the demised premises or the improvements constructed thereon by any cause, said premises and improvements shall be promptly and fully repaired or restored, as the case may be, by Lessor or Lessor's expense. It is agreed that in the event of such damage or destruction, this Lease shall continue in full force and effect, but if such damage or destruction shall be of such an extent that Lessee cannot make substantially its customary use of the damaged or destroyed facilities, then the rental payments which Lessee is

obligated to make hereunder shall abate equitably during the period of repair and restoration, in proportion to the rental value of the facilities which Lessee is unable to use during said period of repair and restoration. In the event that the damage or destruction suffered is caused by the wilful act or gross negligence of Lessee, its agents, servants, invitees or guests, and Lessor is prejudiced thereby in respect to receiving proceeds on the insurance policies covering the damaged property, no rent shall abate and the obligations to rebuild or repair shall fall upon Lessee.

VIII. ASSIGNMENT

Lessee shall not assign or sublet its interest herein without the written consent of the Lessor.

IX. TAXES.

Lessee shall pay during the term of the lease all real and personal property taxes on the property hereby demised and any improvement thereon currently in existence or hereinafter constructed as they may become due, and in the event the Lessee shall fail to pay any taxes when due, the Lessor may pay the same, and such amounts paid, including penalties or interest shall be added to the rental due hereunder and payable by Lessee upon the next rental payment due.

X. SUBORDINATION

This Lease shall be subject and subordinated at all times, to the liens of that certain mortgage now encumbering the demised premises.

XI. ALTERATIONS AND REPAIRS.

Lessor agrees that Lessee may at Lessee's expense, make any alterations, repairs, or replacement, to any building, or improvement now existing or hereafter constructed upon the premises; provided however:

- (a) That any such alterations, repairs, replacements, or additions shall not lessen the value of said improvements; and,
- (b) That Lessee would perform such alterations, repairs,

replacements or additions in accordance with the statutes, ordinances, regulations, rules and order of all public and quasi-public authorities having jurisdiction thereof, in accordance with the rules and regulations of the local Board of Fire Insurance Underwriters; and,

(c) That said premises shall, at all times, be kept free and clear of all mechanic's, materialmen's, laborers', or other liens, or claims of lien, and Lessee agrees to indemnify and save the Lessor harmless from all claims, demands and liability, including damage to personal property arising out of or in connection with any such work; and,

(d) That at all reasonable times during the progress of such construction work, Lessor or persons authorized by Lessor, shall have the right to go upon said premises for the purpose of inspecting the construction work then in progress.

(e) That before the commencing of any such construction work, Lessee shall procure the written permission of Lessor or Lessor's architect.

XII. PARKING AREA.

Section 1: Each unit is entitled to the exclusive use of one parking site as shall be specifically designated by Lessor or Lessee pursuant to this Article.

Section 2: Lessor, until December 31, 1972, or until the Association assumes full management responsibility for the condominiums, whichever should occur first, shall designate the allotment of individual parking sites. Notice of designations or of changes of designation shall be given in writing to the unit owners. Thereafter, subject to the establishment of a permanent allotment, the Lessee shall be authorized to make such designations or changes in like manner as the Lessor.

Section 3: Lessor reserves until December 31, 1972, the exclusive right to erect overhead roof covers for individual parking sites as may be requested by individual unit owners, subject to the following limitations:

(a) The Unit owner shall bear all financial liability therefor.

(b) Lessor shall not allow any liens or encumbrances for labor, materials, or otherwise arising from the erection of such roof covers to be placed on any parking site. Lessor shall satisfy or nullify immediately any liens or encumbrances sought to be imposed.

(c) Subsequent to December 31, 1972, any further roof covers may be erected only with the joint consent, which shall not be unreasonably withheld, of Lessor and Lessee.

(d) All parking sites to be covered must be contiguous and in an area specifically designated by Lessor.

(e) Upon erection of a roof cover, the site so covered shall become permanently allotted to the unit for which it was erected.

(f) Notwithstanding any other provisions of the Lease or Declarations of Condominium, any unit owner may assign his covered parking site to another unit owner only.

XIII. COVENANTS AS TO BREACH AND REMEDIES.

That in the event of breach of this Lease, or any promises or covenants hereof by Lessee, or in the event of abandonment of or renunciation of this Lease by Lessee before the expiration of the term, the Lessor may either;

(a) Treat this Lease as terminated and resume possession of the premises, having immediate right of re-entry, and remove all personal property of Lessee from the premises, and store such property in a public warehouse, or elsewhere, at the cost of and for the account of Lessee; or,

(b) Lessor may retake possession of the premises for the account of Lessee and relet the premises or any part thereof, for such term or terms and at such rental and upon such terms and conditions as Lessor may deem advisable, in which event therents received by Lessor from reletting shall be applied first to the payment of such expense as the Lessor may be put to in re-entering, and reletting, and then to the payment of rent

due under this Lease; the balance, if any to be paid over to Lessee who shall remain liable for any deficiency; or,

(c) Lessor may stand by and do nothing and shall have the right to sue Lessee as each installment of rent matures or accelerates the balance of installments and sue for same.

No such re-entry or taking possession of the said premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless written notice of such intention be given to Lessee or unless the termination thereof be decreed by a Court of competent jurisdiction. In the event it becomes necessary for Lessor to use legal process to enforce any of Lessee's promises or covenants hereunder, Lessee shall be liable for all such costs incurred by Lessor including Court costs and a reasonable attorney's fee.

(d) That the waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed as a waiver of any subsequent breach of the same or other term, condition or covenant herein contained.

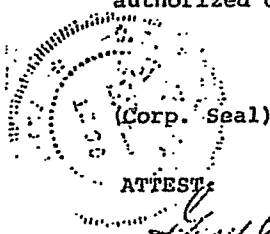
XIV. AGREEMENT CONTAINS ALL PROMISES

That this Agreement contains all the terms, representatives, and promises made by and between the parties hereto and that no modification hereof shall be binding unless in writing and executed by the parties hereto.

XV. ASSIGNMENT BY LESSOR.

That the Lessor shall expressly have the right to assign or convey its interest under this Lease or any portion thereof to any individual or corporate nominee of its choosing.

IN WITNESS WHEREOF, the parties hereto have caused their signatures and seals to be affixed by their respective duly authorized officers, the day and year first above written.



ATTEST:
Gary O. McKean
Gary O. McKean, Secretary

C.D. WATERS, INC.
(a Florida Corporation)

By: *Clyde D. Waters*
Clyde D. Waters, President

DTL REC 882 PG 826

(Corp. Seal)



ANTIGUA APARTMENTS, ASSOCIATION, INC.

By: Clyde D. Waters
Clyde D. Waters, President

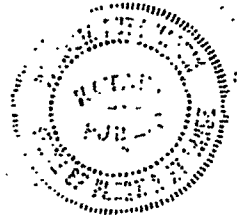
ATTEST:

Gary O. McKean
Gary O. McKean Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an Officer duly authorized to administer oaths and take acknowledgments, CLYDE D. WATERS And GARY O. MCKEAN, President and Secretary respectively, of C.D. WATERS, INC., a Florida corporation, and CLYDE D. WATERS and GARY O. MCKEAN, President and Secretary respectively, of ANTIGUA APARTMENTS, ASSOCIATION, INC., to me well known to be the persons described in and who executed the foregoing Lease, and they severally acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

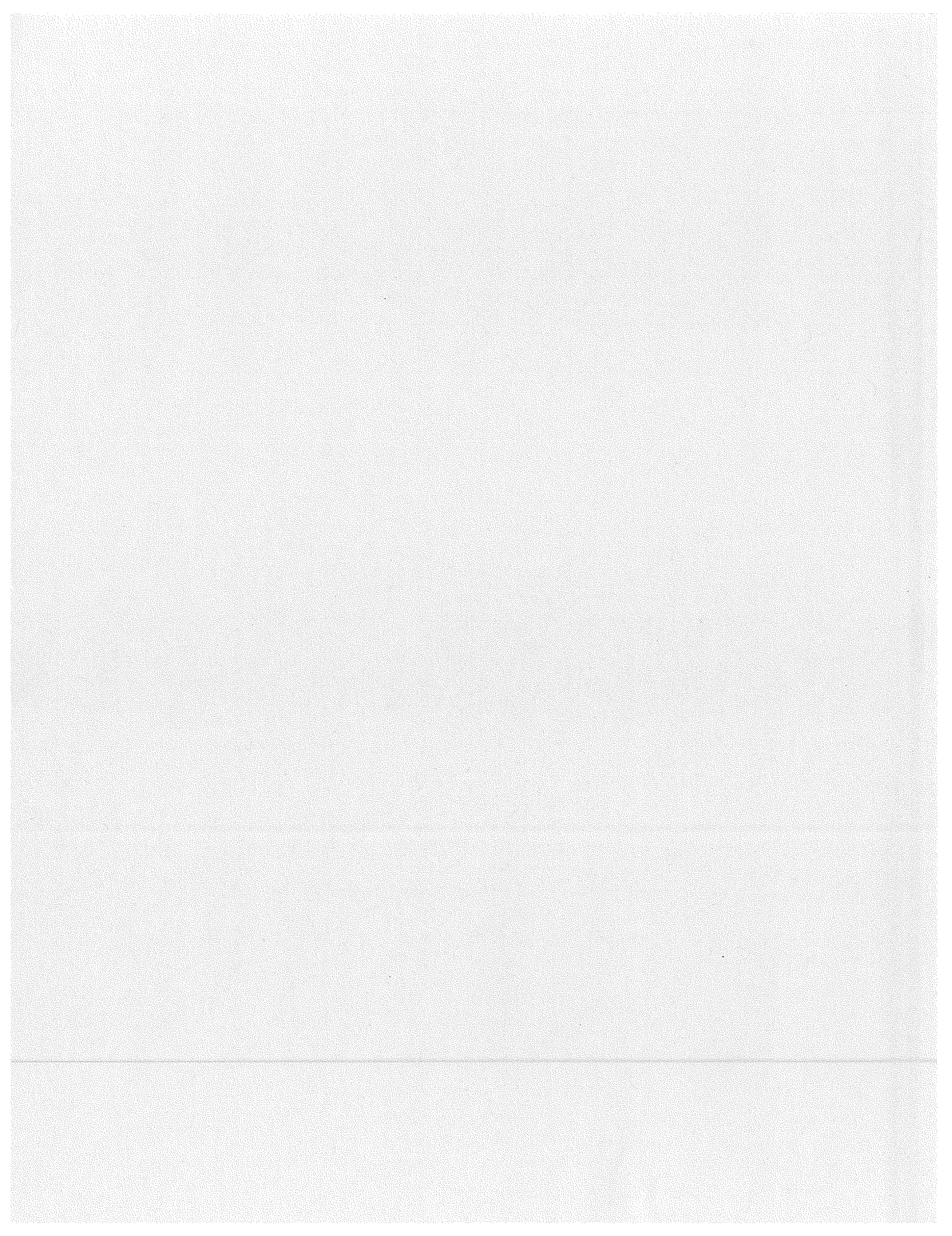
WITNESS my hand and official seal at Venice, Sarasota County, Florida, this 5th day of February, 1971.



Patricia Ruth Martin
Notary Public

My Commission Expires:
January 5, 1975
Notary Public, State of Florida at Large
My Commission Expires Jan. 5, 1975
Banded by The Travelers

FILED AND RECORDED
ROBERT W. ZINN, CLERK
SARASOTA CO., FLA.
MAR 2 9 30 AM '71
399854



DEC. 923 PG 693

THIS INSTRUMENT
PREPARED BY:

427800

GARY O. McKEAN
217 W. Miami Ave.
Venice, Florida 33595

CORRECTIVE LEASE

THIS CORRECTIVE LEASE, dated the 14th day of October, 1971, by and between C. D. WATERS, INC., a Florida corporation, hereinafter referred to as "Lessor" and ANTIGUA APARTMENTS, ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Lessee".

WHEREAS, the parties hereto entered into a Lease dated the 5th day of February 1971 and recorded in Official Record Book 882, Pages 819 to 826 of the Public Records of Sarasota County, Florida.

WHEREAS the premises leased were incorrectly described as follows:

COMMENCE at a point 10.0 ft. Northerly of the Southwesterly corner of Lot 28, Block "B", COUNTRY CLUB ESTATES, Unit #2, as per Plat Book 5, Page 29, of the Public Records of Sarasota County, Florida; THENCE N 63° 23' E 95.67 ft. for a Point of Beginning; THENCE S 63° 23' W 44.33 ft. to the Easterly line of Lot 28; THENCE Northerly on the Easterly line of Lot 28, on a radius of 1493.85 ft. for a distance of 206.36 ft.; THENCE N 71° 50' E 44.33 ft.; THENCE N 18° 10' W 55.0 ft.; THENCE N 71° 50' E 37.0 ft.; THENCE N 21° 48' W 108.5 ft.; THENCE S 63° 23' W 37.0 ft.; THENCE N 26° 37' W 55.0 ft. to the Point of Beginning.

WHEREAS the parties intend by this instrument to correct the legal description for the leased premises and to make no other alterations, amendments or revocations of the existing lease.

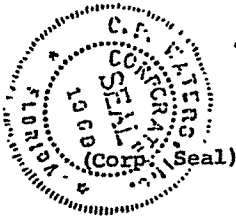
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The legal description of the real property to be leased under the existing Lease is corrected as follows:

Commence at a point 10.0 ft. Northerly of the Southwesterly corner of Lot 28 (being a point on the Westerly line of said Lot 28), Block "B", COUNTRY CLUB ESTATES, Unit #1, as per Plat Book 5, Page 29, of the Public Records of Sarasota County, Florida; THENCE N 63° 23' E, 95.67 ft. for a Point of Beginning; THENCE N 26° 37' W, 55.0 ft.; THENCE S 63° 23' W, 37.0 ft.; THENCE N 21° 48' W, 108.5 ft.; THENCE N 71° 50' E, 37.0 ft.; THENCE N 18° 10' W, 55.0 ft.; THENCE N 71° 50' E, 44.33 ft.; THENCE Southerly on the Easterly line of Lot 28 on a radius of 1,493.85 ft. for a distance of 206.36 ft.; THENCE S 63° 23' W, 44.33 ft. to the Point of Beginning.

2. In all other respects the parties affirm the existing Lease and the terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their signatures and seals to be affixed by their respective duly authorized officers, the day and year first above written.



C. D. WATERS, INC.
(a Florida Corporation)

By: Clyde D. Waters
Clyde D. Waters, President

ATTEST:

Gary O. McKean
Gary O. McKean, Secretary

OCT 15 9 35 PM '71

FILED AND RECORDED
ROBERT W. ZINN, CLERK
SARASOTA CO., FLA.

4 2 7 8 0 0



ANTIGUA APARTMENTS,
ASSOCIATION, INC.

By: Clyde D. Waters
Clyde D. Waters, President

ATTEST:

Gary O. McKean
Gary O. McKean, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CLYDE D. WATERS and GARY O. McKEAN, President and Secretary respectively, of C.D. WATERS, INC., a Florida corporation, and CLYDE D. WATERS and GARY O. McKEAN, President and Secretary respectively, of ANTIGUA APARTMENTS, ASSOCIATION, INC., to me well known to be the persons described in and who executed the foregoing Corrective Lease, and they severally acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Venice, Sarasota County, Florida, this 14th day of October, 1971.

My commission expires:

1 1975

Patricia Ruth Martin
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Dec. 5, 1975

44.00

REC. 945 PG 855

This instrument was prepared by:
GARY D. McKEAN

BOONE KAMETZ & MOORE
Attorneys at Law
Florida Power & Light Building
P. O. Box 1596
Venice, Florida 33595

VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM

442180

DECLARATION OF CONDOMINIUM

WHEREAS, C. D. WATERS, INC., a Florida corporation, holds fee simple title to the following described real property, lying and being situate in Sarasota County, Florida, to-wit:

Commence at a point 65.0' Northerly of the Southwest corner of Lot 28, being a point on the Westerly line of Lot 28, Block B, Unit #1, COUNTRY CLUB ESTATES, as per Plat Book 5, Page 29, Sarasota County, Florida, for a P.O.B.; thence North 63° 23' East, 58.67'; thence North 21° 48' West, 108.5'; thence South 71° 50' West, 58.67' to a point on the Westerly line of Lot 30, Block B, Unit #1, COUNTRY CLUB ESTATES; thence continuing Southerly 116.88' more or less along the West line of Lots 30, 29, and 28, Block B, Unit #1, COUNTRY CLUB ESTATES to the P.O.B.

WHEREAS, C. D. WATERS, INC. desires to submit the lands above-described together with the improvements thereon to the Condominium form of ownership under the Condominium Act of the State of Florida as currently set forth in Chapter 711 of the Florida Statutes,

NOW, THEREFORE, be it known as follows:

I. STATEMENT OF SUBMISSION

C. D. WATERS, INC., does by these presents declare the real property owned by it and described hereinabove to be condominium property under the Condominium Act of the State of Florida now in force and effect, and does submit said condominium property to condominium ownership pursuant to said Act.

II. NAME

This condominium shall be known as VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and its address is 616 Guild Drive, Venice, Sarasota County, Florida.

III. LAND

The land included in and submitted to the condominium,

VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, is that real property owned by C. D. WATERS, INC., in fee simple, and described hereinabove, lying and being situate in Sarasota County, Florida.

IV. UNITS

The condominium units in VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, shall be designated and known as Unit Numbers 9 - 16, inclusive. Unit boundaries shall be described as follows:

1. Upper boundary: the horizontal plane of the undecorated, finished ceiling extended to the perimetrical boundary.
2. Lower boundary: the horizontal plane of the undecorated, finished floor extended to the perimetrical boundary.
3. Perimetrical boundary: the vertical planes of the undecorated, finished interior of the walls bounding the unit extended to the upper and lower boundaries.

V. CONDOMINIUM PLAN

A survey of VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, a graphic description of the improvements in which the Units are located, and of the Units themselves, describing the Units, a plat plan indicating the relative position of the buildings of the condominium, a description of the Units and common elements, and certificate thereof, are attached hereto and incorporated herein by reference as they appear on that certain condominium plat of VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, being recorded herewith in Condominium Book 5 , at Pages 18 of the Public Records of Sarasota County, Florida.

VI. COMMON ELEMENTS

There shall be appurtenant to each of the Units an equal ownership of the common elements. The common elements of the Condominium appurtenant to each of the Units shall include the following terms:

a. The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium plat.

b. The structural parts of the buildings, exclusive of the boundaries of the undecorated Units.

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

d. Installations for furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing the installations.

e. The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the common elements.

f. Easements for maintenance of common elements.

g. All outside surfaces of walls except for glass or screened surfaces of windows or doors of the various Units, which said glass and screened surfaces will be part of each such unit and are not common elements.

The leasehold interest held by the Association to that certain parcel of land consisting of the parking area and specifically described on the Condominium Plat mentioned hereinabove, shall not be considered a common element. The right to the use of, or interest in said lease property shall accrue to the various Unit parcels by virtue of the owners of each such Unit being a member of the Condominium Association.

VII. COMMON EXPENSES AND COMMON SURPLUS

The common expenses, including any lease rental payments, of the Condominium and the common surplus of the Condominium shall be apportioned equally among all of the Units so that each Unit shall bear one-eighth (1/8th) of the common expenses and be entitled to one-eighth (1/8th) of the common surplus, if any.

VIII. VOTING RIGHTS

Each of the Units shall be entitled to one (1) vote at meetings of the Condominium. In the event of joint ownership of a Unit, said vote shall be apportioned among the owners of a Unit, or exercised by one of them by agreement with the remainder of said joint owners.

IX. AMENDING DECLARATION

This Declaration may be amended at any time during the first two years from the date hereof, by affirmative vote of Fifty-One percent (51%) of all Units, together with the written consent of C. D. WATERS, INC., its successors, grantees, or assigns. After the expiration of said two year period, the Declaration may be amended at any time by the affirmative vote of Seventy-Five percent (75%) of all Units, without the necessity of consent of C. D. WATERS, INC.

Provided however, that no amendment shall discriminate against any unit or unit owner or class or group thereof, unless the Unit owners so affected shall consent, and

Further provided that no amendment of this Declaration shall be effective unless evidenced by a certificate attached thereto certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida.

X. ASSOCIATION AND BY-LAWS

The Association which shall operate the Condominium shall be that certain Corporation Not For Profit, heretofore organized under the laws of the State of Florida, and known as ANTIGUA APARTMENTS ASSOCIATION, INC., of which Association each Unit owner shall be required to be a member. The Condominium shall be operated pursuant to the By-Laws of the Association, as recorded in O.R. Book 882, Pages 808-818, Public Records of Sarasota County, Florida.

XI. MAINTENANCE

A. The Association shall maintain, replace and repair

all portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include, but be limited to the load-bearing columns and load-bearing walls.

B. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

C. Each unit owner shall be responsible for the maintenance and repair of his unit, except the portions to be maintained, repaired, and replaced by the Association, and except that the Association shall have the right to assume part or all of the maintenance of the various units, as determined by the Association from time to time.

XIII. INSURANCE, REPAIR AND RECONSTRUCTION

The Association shall also procure and pay for as part of the common expenses, Fire and Extended Coverage Insurance on the common elements of the Condominium in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees holding mortgages on a portion of the common elements insured as endorsees of the policy. In addition, the Association shall procure and pay for, as part of the common expenses, Fire and Extended Coverage Insurance to the full insurable value thereof on each individual Unit which said policies of insurance shall show, if that be the case, institutional mortgagees of said Units respectively as endorsees of such policies. In the event of destruction, either partial or substantial of a Unit, the owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the owner of said Unit and/or the Association, as may be required and to be received

by the association and/or the institutional mortgagee of said Unit as then agreed upon, and held in escrow to apply to and assure the prompt payment of the cost of such repair and building. In the event that the owner of such affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the owner's cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of same, the owner of said Unit shall promptly pay the deficiency, and failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable attorney's fee. In the event of substantial destruction of the whole building (more than fifty percent (50%) of the Units substantially destroyed), the owners of the Units of the building shall meet and vote to determine whether said building shall be accepted and apportioned among them, the lands sold, or some other alternative; provided however, that said owners shall be under an obligation to rebuild said building unless ninety percent (90%) of a possible one hundred percent (100%) of the voters are for some other alternative. In the event that the other alternative is

the sale of the property and is properly voted upon, then each Unit in said destroyed building is hereby obligated to be conveyed to the purchaser of the whole building acceptable to Fifty percent (50%) of or more of the Units of said building, and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the Condominium structure, shall be divided among said Units in said destroyed building, according to their respective interests in the damaged or destroyed building. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in the building by virtue of more than one Unit being damaged or destroyed, such apportionment shall be made by the Association, based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the insurance company or companies making the settlement.

XIII. USE RESTRICTIONS

The following use restrictions shall apply to and bind the Condominium, condominium property, Units, Unit owners, and Association, to wit:

- a. That all Condominium Units shall be and remain of like exterior design, shape, color and appearance.
- b. That occupants of Condominium units shall not permit, suffer or maintain in their premises loud noises, obnoxious odors, or offensive household pets.
- c. That each condominium unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon.
- d. That except for sale or leasing thereof by C.D. WATERS, INC., or any institutional lender, no parcel or Unit shall be sold, or leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent shall be given or withheld based upon the Board's determination

of the ability of the proposed lessee or grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed lessee or grantee. In no event shall a Unit be leased for a term of less than one (1) month.

e. That the occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements, and rules of all governmental bodies, divisions, or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay each Unit's share of all common expenses, including such Unit's share of a leasehold obligation arising under the lease of the areas mentioned in paragraph VI above, provisions of this sub-paragraph to be construed as a covenant in favor of lessor under said lease.

f. That no Condominium parcel or Unit, shall be divided, or severed from the realty and that no structural alterations or changes shall be made within said Unit without prior approval of the Board of Directors of the Association.

g. That each Unit owner, lessee or occupant will at all times, maintain in good condition and repair, the interior walls, floors, ceilings, doors, windows, water, electric and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electric" system in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing system" in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit, or in the Unit itself.

h. That with the prior permission of the Association, no wires, T.V. antennae, air conditioners, aerials or structures of any sort shall be erected, or constructed, or maintained on the exterior of the building, except for those

structures that form a part of the original building.

i. That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association, and that no clothes, rugs, drapes, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door.

j. That no Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

k. That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in any other Unit.

l. That occupants of Units shall abide by all the rules and regulations promulgated by the Association concerning occupancy and use of the Condominium Units and common elements and areas.

m. That reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners, and residents, upon request.

XIV. DEVELOPER MANAGEMENT

Notwithstanding anything contained herein to the contrary, and subject to the provisions of Paragraph XVII below, it is hereby expressly understood that C.D. WATERS, INC., shall manage the affairs of the Condominium and Association for a period terminating at midnight, December 31, 1973, provided however, that any time within the said period, the Association may at its request, which request shall be in the form of a resolution, made and approved in the manner set forth for resolutions in its Articles and By-Laws, assume the duties, responsibilities

and rights of the management of the Condominium and Association.

It is declared and understood that C.D. WATERS, INC. shall receive during its management period, a monthly service fee of Twenty Dollars (\$20.00) per month, payable in quarterly payments in advance, exclusive of any lease rental payments, from each Unit not owned by it and in consideration thereof, C. D. WATERS, INC., shall operate the Condominium, Condominium property, and affairs of the Association, and shall during said period furnish for the benefit of the Units, the following; to-wit:

1. Fire and Extended Coverage Insurance to the full insurable value thereof on all Units and common elements, and Public Liability Insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) on common elements.
2. All water and sewer services for all Units and common elements.
3. All regular maintenance of all common elements.
4. Garbage and trash removal for all Units and common elements.
5. Management for the Condominium.
6. All maintenance of the parking area and its surface.

Provided, however that in the event of a major damage for which the insurance does not compensate fully, the Association shall be responsible for the difference between the insurance proceeds, if any, and the actual cost of repair or replacement in any event.

The payments which C.D. WATERS, INC. shall receive pursuant hereto shall be considered as a fixed quarterly payment during the time specified, and the Units shall not be entitled to an accounting therefor, except as provided by law.

XV. LIENS

Any liens which the Association shall have on any Unit for unpaid assessments, including those for rental payments, will also secure reasonable attorney's fees incurred by the Association

OFF. REC. 945 PG 865

incident to the collection of such assessments of enforcement of such liens.

XVI.

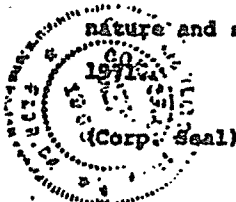
Notwithstanding anything contained in this Declaration or the Exhibit annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels, shall first be obtained before this Declaration may be amended or the Condominium terminated, which said consent shall not be unreasonably withheld.

XVII.

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida as amended, from time to time.

IN WITNESS WHEREOF, C.D. WATERS, INC. has caused its sig-

nature and seal to be affixed this 11th day of January,



C. D. WATERS, INC.
(a Florida corporation)

By: Clyde D. Waters
Clyde D. Waters, President

ATTEST:

Gary O. McKean
Gary O. McKean, Secretary-Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 11th day of January, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared CLYDE D. WATERS, and GARY O. McKEAN, President and Secretary-Treasurer, respectively, of C. D. WATERS, INC., a Florida corporation, to be known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and they affixed thereto the official seal of said corporation and the said instrument is the deed and act of the corporation.

WITNESS my hand and official seal at Venice, in the County and State last aforesaid, this 11th day of January, 1971.

Christina S. Miller
Notary Public



My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires July 5, 1972
Bonded by U. S. F. & G.

JOINDER OF MORTGAGEE

The FIRST NATIONAL BANK OF VENICE, a national banking association, of Venice, Florida, called the mortgagee, the owner and holder of a mortgage upon the following real property:

Commence at a point 65.0' Northerly of the Southwest corner of Lot 28, being a point on the Westerly line of Lot 28, Block B, Unit #1, COUNTRY CLUB ESTATES, as per Plat Book 5, Page 29, Sarasota County, Florida, for a P.O.B.; thence North 63° 23' East, 58.67'; thence North 21° 48' West, 108.5' thence South 71° 50' West, 58.67' to a point on the Westerly line of Lot 30, Block B, Unit #1, COUNTRY CLUB ESTATES; thence continuing Southerly 116.88' more or less along the West line of Lots 30, 29, and 28, Block B, Unit #1, COUNTRY CLUB ESTATES to the P.O.B.

which mortgage was recorded in Official Records Book 923, at Pages 695 to 698, on October 15, 1971, of the Public Records of Sarasota County, Florida, joins

in the making of and hereby consents to the filing of the foregoing Declaration of Condominium. Provided however, that said joinder in and consent to, in no way alters or amends the existing mortgage, and releases no portion of the described real property from the lien of the said mortgage.

Signed in our presence as witnesses:

Laura J. Jacob
Sherry A. Newell

FIRST NATIONAL BANK OF VENICE

By: E. M. Wagner (Title)
Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, this day personally appeared E. M. WAGNER, to me well known to be the VICE PRESIDENT of the First National Bank of Venice, Florida, who upon first being duly sworn, deposes and says that he executed the foregoing joinder of mortgagee for the purposes therein expressed.

At Venice, Sarasota County, Florida, this 21st day of January, 1972.

Laura J. Jacob
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 9, 1972

EXHIBIT "C"

ARTICLES OF INCORPORATION

OF

ANTIGUA APARTMENTS, ASSOCIATION, INC.

FILED
FEB 9 7 41 PM '71
M. ANASTASIOU
T. L. LINDEN

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, associate themselves together to form a corporation not for profit under the laws of the State of Florida.

ARTICLE I. Name

The name of the corporation shall be the ANTIGUA APARTMENTS, ASSOCIATION, INC.

ARTICLE II. Purpose

The purpose for which the said Association is organized and incorporated is to provide an entity pursuant to the Condominium Act Chapter 711 of the Florida Statutes, for the operation of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, and proposed condominiums, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, situate and lying upon the following described real property in Sarasota County, Florida, to-wit:

Lot 28, less the south 10 feet thereof, and all of Lots 29 and 30, Block B, COUNTRY CLUB ESTATES, Unit 1, as per plat thereof recorded in Plat Book 5, at Page 29, of the Public Records of Sarasota County, Florida.

ARTICLE III. Powers

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles, together with all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

THIS INSTRUMENT
PREPARED BY:

GARY O. McKEAN
217 W. Miami Ave.
Venice, Florida 33595

a. To make, and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its power and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the further improvement of the property.

f. To approve or disapprove the transfer, mortgage, and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

h. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

i. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

j. To employ personnel to perform the services required for proper operation of the condominium.

The powers of the Association shall be subject to and shall

be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws.

ARTICLE IV. Funds.

All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws. Provided however, that the Corporation may not issue or have shares of stock and may not pay dividends nor distribute any part of its income to members, directors, or officers of the corporation, except that the corporation may reimburse any director or officer for actual expenses incurred in the performance of his duties.

ARTICLE V. Term.

The corporation shall have perpetual existence.

ARTICLE VI. Members.

The members of the Association shall consist of all of the record owners of apartments in the Condominium; and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record title to an apartment in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

The owner of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VII.

Directors.

1. The affairs of the Association will be managed by a Board of Directors consisting of no less than three Directors as determined by the By-Laws. Directors shall be elected at the annual meeting of the members in the manner set forth in the By-Laws. Directors may be removed and vacancies shall be filled in the manner provided by the By-Laws.

2. The first election of directors shall not be held until fifty percent (50%) of the Units of the Condominium have been conveyed by the Developer, C.D. WATERS, INC., or until January 1, 1972, whichever occurs first.

3. The directors named in these Articles shall serve until the first election of officers, and any vacancies before then shall be filled in the manner set forth in the By-Laws.

The names and addresses of the first Board of Directors are as follows:

CLYDE D. WATERS, 525 Manatee Ct., Venice, Florida 33595
A. BRADFORD SMITH, 217 W. Miami Avenue, Venice, Florida 33595
CLAY C. ROBERTS, 217 W. Miami Avenue, Venice, Florida 33595

ARTICLE VIII. OFFICERS.

The offices of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting. The

names and addresses of the officers who shall serve until their successors are designated in the manner set forth in the By-Laws are as follows:

President: CLYDE D. WATERS, 525 Manatee Ct., Venice, Florida 33595
Vice-President: A. BRADFORD SMITH, 217 W. Miami Ave., Venice, Fla.
Secretary-Treasurer: GARY O. MCKEAN, 217 W. Miami Ave., Venice, Fla.

ARTICLE IX. By-Laws.

The first By-Laws of the Association shall be adopted by the Board of Directors and may be amended, altered, or rescinded in the manner provided by the By-Laws.

ARTICLE X. Amendments to Articles.

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the members and approved at a membership meeting with due notice of the proposed amendments by affirmative vote of seventy-five percent (75%) of the members.

Provided however that no amendment shall make any changes in the qualification for membership nor voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium.

Further provided, however that no amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County Florida.

ARTICLE XI. Subscribers.

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

CLYDE D. WATERS, 525 Manatee Ct. Venice, Florida 33595
A. BRADFORD SMITH, 217 W. Miami Ave., Venice, Florida 33595
GARY O. MCKEAN, 217 W. Miami Ave., Venice, Florida 33595

WE, THE UNDERSIGNED, for the purpose of becoming a corporation not for profit for the operation of VILLAGE APARTMENTS, PHASE ONE, A COMPELLER, VILLAGE APARTMENTS, PHASE TWO, A

CONDOMINIUM and VILLAGES APARTMENTS, PHASE THREE, A CONDOMINIUM, under the provisions of the laws of Florida, do make, affix our signatures to acknowledge and file in the office of the Secretary of State these Articles of Incorporation.

WITNESS our respective hands and seals, this 28th day of January, 1971.

/s/ _____ (SEAL)
Clyde D. Waters

/s/ _____ (SEAL)
A Bradford Smith

/s/ _____ (SEAL)
Gary O. McKean

STATE OF FLORIDA
COUNTY OF SARASOTA

Personally appeared before me the undersigned authority, CLYDE D. WATERS, A. BRADFORD SMITH, and GARY O. MCKEAN, to me well known and who acknowledged before me that they are parties to the above and foregoing Articles of Incorporation, and that they acknowledged the same to be the act and deed of the signers respectively and that the facts therein stated are true and correct.

WITNESS my hand and official seal in Venice, Sarasota County, Florida, this 28th day of January, 1971.

/s/ Patricia Ruth Martin
Notary Public

My Commission Expires:

January 5, 1975

Seal



221 28.00
7/18

OFF. REC. 982 PG 188

Florida Power & Light Building
P. O. Box 1596
Venice, Florida 33595

VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM

489823

DECLARATION OF CONDOMINIUM

WHEREAS, C. D. WATERS, INC., a Florida corporation, holds fee simple title to the following described real property, lying and being situate in Sarasota County, Florida, to-wit:

CONDOMINIUM AREA DESCRIPTION (Phase III)

Commence at a point 181.88' Northerly of the S.W. corner of Lot 28, Blk. "B", Unit No. 1, Country Club Estates, as per Plat Book 5, page 29, Sarasota County, Fla. for a P.O.B.
Thence N, 71°-50'E, 95.67', thence N, 18°-10'W, 55' to a point on the N'ly line of Lot 30, thence S 71°-50'W, 95.67' to the N.W'ly corner of Lot 30, thence S'ly along the W. line of Lot 30, 55' to the P.O.B.

WHEREAS, C. D. WATERS, INC. desires to submit the lands above-described together with the improvements thereon to the Condominium form of ownership under the Condominium Act of the State of Florida as currently set forth in Chapter 711 of the Florida Statutes,

NOW, THEREFORE, be it known as follows:

I. STATEMENT OF SUBMISSION

C. D. WATERS, INC., does by these presents declare the real property owned by it and described hereinabove to be condominium property under the Condominium Act of the State of Florida now in force and effect, and does submit said condominium property to condominium ownership pursuant to said Act.

II. NAME

This condominium shall be known as VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, and its address is 616 Guild Drive,

- 1 -

This instrument was prepared by:
GARY O. McKEAN
BOONE, KANETSKY & MOORE
Attorneys at Law,
Florida Power & Light Building
P. O. Box 1596

OFF. REC. 982 PG 188

Venice, Sarasota County, Florida.

III. LAND

The land included in and submitted to the condominium, VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, is that real property owned by C. D. WATERS, INC., in fee simple, and described hereinabove, lying and being situate in Sarasota County, Florida.

IV. UNITS

The condominium units in VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, shall be designated and known as Unit Numbers 17 - 24, inclusive. Unit boundaries shall be described as follows:

1. Upper boundary: the horizontal plane of the undecorated, finished ceiling extended to the perimetrical boundary.
2. Lower boundary; the horizontal plane of the undecorated, finished floor extended to the perimetrical boundary.
3. Perimetrical boundary; the vertical planes of the undecorated, finished interior of the walls bounding the unit extended to the upper and lower boundaries.

V. CONDOMINIUM PLAN

A survey of VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, a graphic description of the improvements in which the Units are located, and of the Units themselves, describing the Units, a plat plan indicating the relative position of the buildings of the condominium, a description of the Units and common elements, and certificate thereof, are attached hereto and incorporated herein by reference as they appear on that certain condominium plat of VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM,

being recorded herewith in Condominium Book 4, at Pages 21
of the Public Records of Sarasota County, Florida.

VI. COMMON ELEMENTS

There shall be appurtenant to each of the Units an equal ownership of the common elements. The common elements of the Condominium appurtenant to each of the Units shall include the following terms:

a. The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium plat.

b. The structural parts of the buildings and the washroom, exclusive of the boundaries of the undecorated Units.

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

d. Installations for furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing the installations.

e. The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the common elements.

f. Easements for maintenance of common elements.

g. All outside surfaces of walls except for glass or screened surfaces of windows or doors of the various Units, which said glass and screened surfaces will be part of each such unit and are not common elements.

The leasehold interest held by the Association to that certain parcel of land consisting of the parking area and specifically described on the Condominium Plat mentioned

hereinabove, shall not be considered a common element. The right to the use of, or interest in said lease property shall accrue to the various Unit parcels by virtue of the owners of each such Unit being a member of the Condominium Association.

VII. COMMON EXPENSES AND COMMON SURPLUS

The common expenses, including any lease rental payments, of the Condominium and the common surplus of the Condominium shall be apportioned equally among all of the Units so that each Unit shall bear one-eighth (1/8th) of the common expenses and be entitled to one-eighth (1/8th) of the common surplus, if any.

VIII. VOTING RIGHTS

Each of the Units shall be entitled to one (1) vote at meetings of the Condominium. In the event of joint ownership of a Unit, said vote shall be apportioned among the owners of a Unit, or exercised by one of them by agreement with the remainder of said joint owners.

IX. AMENDING DECLARATION

This Declaration may be amended at any time during the first two years from the date hereof, by affirmative vote of Fifty-One percent (51%) of all Units, together with the written consent of C. D. WATERS, INC., its successors, grantees, or assigns. After the expiration of said two year period, the Declaration may be amended at any time by the affirmative vote of Seventy-Five percent (75%) of all Units, without the necessity of consent of C. D. WATERS, INC.

Provided however, that no amendment shall discriminate against any unit or unit owner or class or group thereof, unless the Unit owners so affected shall consent, and

Further provided that no amendment of this Declaration

shall be effective unless evidenced by a certificate attached thereto certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida.

X. ASSOCIATION AND BY-LAWS

The Association which shall operate the Condominium shall be that certain Corporation Not For Profit, heretofore organized under the laws of the State of Florida, and known as ANTIGUA APARTMENTS ASSOCIATION, INC., of which Association each Unit owner shall be required to be a member. The Condominium shall be operated pursuant to the By-Laws of the Association, as recorded in O.R. Book 882, Pages 808-818, Public Records of Sarasota County, Florida.

XI. MAINTENANCE

A. The Association shall maintain, replace and repair all portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include, but be limited to the load-bearing columns and load-bearing walls.

B. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

C. Each unit owner shall be responsible for the maintenance and repair of his unit, except the portions to be maintained, repaired, and replaced by the Association, and except that the Association shall have the right to assume part or all of the maintenance of the various units, as determined by the Association from time to time.

XII. INSURANCE, REPAIR AND RECONSTRUCTION

The Association shall also procure and pay for as part

of the common expenses, Fire and Extended Coverage Insurance on the common elements of the Condominium in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees holding mortgages on a portion of the common elements insured as endorsees of the policy. In addition, the Association shall procure and pay for, as part of the common expenses, Fire and Extended Coverage Insurance to the full insurable value thereof on each individual Unit which said policies of insurance shall show, if that be the case, institutional mortgagees of said Units respectively as endorsees of such policies. In the event of destruction, either partial or substantial of a Unit, the owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the owner of said Unit and/or the Association, as may be required and to be retained by the association and/or the institutional mortgagee of said Unit as then agreed upon, and held in escrow to apply to and assure the prompt payment of the cost of such repair and building. In the event that the owner of such affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stand to cause the same to be commenced and diligently prosecuted at the owner's cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its

undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of same, the owner of said Unit shall promptly pay the deficiency, and failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable attorney's fee. In the event of substantial destruction of the whole building (more than fifty percent (50%) of the Units substantially destroyed), the owners of the Units of the building shall meet and vote to determine whether said building shall be accepted and apportioned among them, the lands sold, or some other alternative; provided however, that said owners shall be under an obligation to rebuild said building unless ninety percent (90%) of a possible one hundred percent (100%) of the voters are for some other alternative. In the event that the other alternative is the sale of the property and is properly voted upon, then each Unit in said destroyed building is hereby obligated to be conveyed to the purchaser of the whole building acceptable to Fifty percent (50%) of or more of the Units of said building, and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the Condominium structure, shall be divided among said Units in said destroyed building, according to their respective interests in the dam-

aged or destroyed building. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in the building by virtue of more than one Unit being damaged or destroyed, such apportionment shall be made by the Association, based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the insurance company or companies making the settlement.

XIII. USE RESTRICTIONS

The following use restrictions shall apply to and bind the Condominium, condominium property, Units, Unit owners, and Association, to wit:

- a. That all Condominium Units shall be and remain of like exterior design, shape, color and appearance.
- b. That occupants of Condominium units shall not permit, suffer or maintain in their premises loud noises, obnoxious odors, or offensive household pets.
- c. That each condominium unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon.
- d. That except for sale or leasing thereof by C. D. WATERS, INC., or any institutional lender, no parcel or Unit shall be sold, or leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent shall be given or withheld based upon the Board's determination of the ability of the proposed lessee or grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed lessee or grantee. In no event shall a Unit be leased for a term of less than one (1) month.

e. That the occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements, and rules of all governmental bodies, divisions, or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay each Unit's share of all common expenses, including such Unit's share of a leasehold obligation arising under the lease of the areas mentioned in paragraph VI above, provisions of this sub-paragraph to be construed as a covenant in favor of lessor under said lease.

f. That no Condominium parcel or Unit, shall be divided, or severed from the realty and that no structural alterations or changes shall be made within said Unit without prior approval of the Board of Directors of the Association.

g. That each Unit owner, lessee or occupant will at all times, maintain in good condition and repair, the interior walls, floors, ceilings, doors, windows, water, electric and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electrical system" in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing system" in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit, or in the Unit itself.

h. That with the prior permission of the Association, no wires, T.V. antennae, air conditioners, aerials or structures of any sort shall be erected, or constructed, or maintained on the exterior of the building, except for those structures that form a part of the original building.

i. That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association, and that no clothes, rugs, drapes, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door.

j. That no Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

k. That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in any other Unit.

l. That occupants of Units shall abide by all the rules and regulations promulgated by the Association concerning occupancy and use of the Condominium Units and common elements and areas.

m. That reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners, and residents, upon request.

XIV. DEVELOPER MANAGEMENT

Notwithstanding anything contained herein to the contrary, and subject to the provisions of Paragraph XVII below, it is hereby expressly understood that C. D. WATERS, INC., shall manage the affairs of the Condominium and Association for a period terminating at midnight, December 31, 1973, provided however, that any time within the said period, the Association may at

its request, which request shall be in the form of a resolution, made and approved in the manner set forth for resolutions in its Articles and By-Laws, assume the duties, responsibilities and rights of the management of the Condominium and Association.

It is declared and understood that C. D. WATERS, INC. shall receive during its management period, a monthly service fee of Twenty Dollars (\$20.00) per month, payable in quarterly payments in advance, exclusive of any lease rental payments, from each Unit not owned by it and in consideration thereof, C. D. WATERS, INC., shall operate the Condominium, Condominium property, and affairs of the Association, and shall during said period furnish for the benefit of the Units, the following; to-wit:

1. Fire and Extended Coverage Insurance to the full insurable value thereof on all Units and common elements, and Public Liability Insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) on common elements.

2. All water and sewer services for all Units and common elements.

3. All regular maintenance of all common elements.

4. Garbage and trash removal for all Units and common elements.

5. Management for the Condominium.

6. All maintenance of the parking area and its surface.

Provided, however that in the event of a major damage for which the insurance does not compensate fully, the Association shall be responsible for the difference between the insurance proceeds, if any, and the actual cost of repair or replacement in any event.

The payments which C. D. WATERS, INC. shall receive pursuant

hereto shall be considered as a fixed quarterly payment during the time specified, and the Units shall not be entitled to an accounting therefor; except as provided by law.

Provided, however, that following the termination of its management period, C. D. WATERS, INC., shall not be required to pay any monthly maintenance service fee to the Association as to any unit owned by it, except as to any unit leased by it.

XV. LIENS

Any liens which the Association shall have on any unit for unpaid assessments, including those for rental payments, will also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessments of enforcement of such liens.

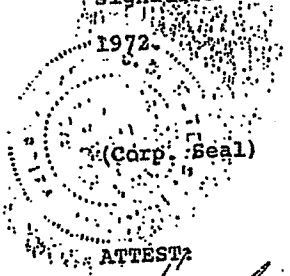
XVI.

Notwithstanding anything contained in this Declaration or the Exhibit annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels, shall first be obtained before this Declaration may be amended or the Condominium terminated, which said consent shall not be unreasonably withheld.

XVII.

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida as amended, from time to time:

IN WITNESS WHEREOF, C. D. WATERS, INC. has caused its signature and seal to be affixed this 30 day of NOVEMBER,



C. D. WATERS, INC.
(a Florida corporation)

By: Clyde D. Waters
Clyde D. Waters, President

ATTEST:

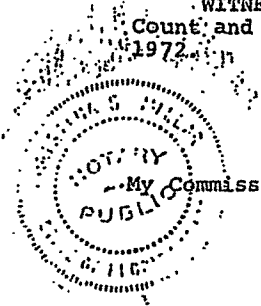
Gary O. McKean
Gary O. McKean, Secretary

OFF. REC. 982 PG 200

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 30th day of November, 1972, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared CLYDE D. WATERS, and GARY O. MCKEAN, President and Secretary-Treasurer, respectively, of C. D. WATERS, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and they affixed thereto the official seal of said corporation and the said instrument is the deed and act of the corporation.

WITNESS my hand and official seal at Venice, in the County and State last aforesaid, this 30th day of November, 1972.



Christina S. Miller
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires July 5, 1976
Bonded By U. S. E. & G.

RECORDED
INDEXED
FEB 4 10 42 AM '72
FLA.

489823

OFF. REC. 982 PG 200

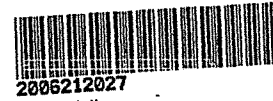
Sharon S. Vander Wulp

This instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
P.O. Box 1767
Venice, FL 34284-1767

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006212027 4 PGS
2006 DEC 05 10:35 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#858535

CERTIFICATE OF AMENDMENT

TO THE
BYLAWS
OF



ANTIGUA APARTMENTS ASSOCIATION, INC.

ANTIGUA APARTMENTS ASSOCIATION, INC., its address being c/o Progressive Community Management, Inc., 1801 Glengary Street, Sarasota, Florida 34231, Sarasota County, by the hands of the undersigned hereby certify that:

ANTIGUA APARTMENTS ASSOCIATION, INC., responsible for the operation of VILLAGE APARTMENTS, PHASE ONE, a condominium, VILLAGE APARTMENTS, PHASE TWO, a condominium, and VILLAGE APARTMENTS, PHASE THREE, a condominium, state that all three phases are located within a single complex in Sarasota County, known as Village Apartments; and

A separate Declaration of Condominium was filed for each of the three phases and thereby created three separate condominiums recorded in the Public Records of Sarasota County, Florida, as follows:

- VILLAGE APARTMENTS, PHASE ONE- O. R. Book 882, Page 795;
- VILLAGE APARTMENTS, PHASE TWO- O.R. Book 945, Page 855;
- VILLAGE APARTMENTS, PHASE THREE- O.R. Book 982, Page 188;

The Declaration of Condominium previously described and condominium plats pursuant to which said condominiums were created are described as follows:

- VILLAGE APARTMENTS, PHASE ONE- Condominium Book 4, Page 32;
- VILLAGE APARTMENTS, PHASE TWO- Condominium Book 5, Page 18;
- VILLAGE APARTMENTS, PHASE THREE- Condominium Book 6, Page 21

ANTIGUA APARTMENTS ASSOCIATION, INC., a Florida corporation not for profit, is responsible for the operation of said condominiums; and

The Unit Owners of each Unit in each condominium wish to merge all three condominiums into one condominium;

THEREFORE, pursuant to the authority vested in them as officers of the Association, the undersigned do hereby execute this instrument certifying that the following amendments to said Bylaws were duly adopted and approved by one hundred (100%) percent of all the Unit Owners of each of said condominiums as evidenced by their Consent of Unit Owner to Amendments to Bylaws of ANTIGUA APARTMENTS ASSOCIATION, INC., attached to the Certificate of Amendment to the Declaration of Condominium, recorded on the ____ day of _____, 2006, and one hundred (100%) percent of the lien holders as evidenced by the Consent of Lien Holder to Amendments to Declaration of Condominium for Village Apartments, Phase One, Two, or Three, attached to said Certificate of Amendment.

The following paragraphs of the Bylaws for ANTIGUA APARTMENTS ASSOCIATION, INC., recorded in Official Records Book 882, page 808, et. seq., of the Public Records of Sarasota County, Florida, are hereby amended to read as follows:

1. Article II, Membership and Voting Rights, Section 1, Initial and Subsequent Members, is hereby amended to read as follows:

Section 1: Initial and Subsequent Members

Those persons or corporations who presently or hereafter acquire title to Units in ~~VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM,~~ shall be members. The term "member" shall also be construed to mean a Lessee occupying a VILLAGE APARTMENTS Condominium Unit, ~~whether in PHASE ONE, PHASE TWO, or PHASE THREE,~~ under a Lease or Sub-Lease of more than five (5) years' duration. In the event a member leases or subleases his Unit for more than a five (5) year term, he shall during such term remain a member, but forfeit his voting rights, ~~the tenant or sub-tenant to exercise said voting rights.~~

2. Article III, Meetings of Members, Section 5, Quorum, is hereby amended to read as follows:

Section 5. Quorum

A majority of the members shall constitute a quorum. If a quorum is present, a majority of those present may take a corporate action unless otherwise provided by the Declaration of Condominium of ~~VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM,~~ these By-Laws, or the Articles of Incorporation of the Association. If a quorum is not present, a majority of the members present may adjourn the meeting from time to time without further notice.

3. Article XI, Dues, Fees, Charges, Assessments, Section 1, Dues and Assessments, the first paragraph, is hereby amended to read as follows:

Section 1: Dues and Assessments:

The Board of Directors may determine from time to time the dues, charges, fees, or assessments to be paid by the members. Said dues, charges, fees and assessments are to be levied in an amount and manner so as to provide the corporation with sufficient funds to meet the obligations of the corporation and furnish the facilities and service to the Units at VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, which the corporation is obligated to furnish, all on a non-profit basis and each apartment to bear only its prorata share of same, as provided in the Declaration of Condominium. The services and facilities that the Association is to furnish for the benefit of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, in addition to those services and facilities hereinafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be the furnishings of and maintenance of common outside lighting, maintenance of all grounds including lawns, roads, recreation area, and walkways, whether common elements, or limited common elements, exterior maintenance and painting of outside walls of Units, as needed, garbage and trash removal for the Condominium and all Units thereof, fire and extended coverage insurance for the Condominium and all Units, and common structures in an amount of not less than the full insurable value of same.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 5th day of July, 2006.

ATTEST:
WITNESSES:

ANTIGUA APARTMENTS ASSOCIATION, INC.

[Signature]
Print name: [Name]

By: [Signature]
MARY JANE CULVER, President

[Signature]
Print name: [Name]

STATE OF New York
COUNTY OF Schenectady

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared MARY JANE CULVER, as President of ANTIGUA APARTMENTS ASSOCIATION, INC., and she acknowledged before me that she is such officer of said corporation; and she executed the foregoing Certificate of Amendment to the Bylaws on behalf of ANTIGUA APARTMENTS ASSOCIATION, INC., and affixed thereto the corporate seal of said corporation; that she is authorized to execute said Certificate of Amendment to the Bylaws and that the execution thereof is the free act and deed of said corporation. She is personally known to me or has produced her driver's license as identification and did not take an oath.

WITNESS my hand and official seal this 5th day of July, 2006.

[Signature]
Notary Public - State of New York
Printed Name: [Name]
My Commission Expires: [Date]
Notary Public
Commission # 015850266

My Commission Expires: 4-11-2010

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its Secretary, this 5th ^{11th} day of July, 2006.

ATTEST: ANTIGUA APARTMENTS ASSOCIATION, INC.
WITNESSES:

Lisa Guttmann
Print name: LISA GUTTMANN

By: Nell Taylor
NELL TAYLOR, Secretary

Joyce E Williams
Print name: JOYCE E WILLIAMS

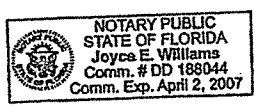
STATE OF Florida
COUNTY OF Sarasota

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared NELL TAYLOR, as Secretary of ANTIGUA APARTMENTS ASSOCIATION, INC., and she acknowledged before me that she is such officer of said corporation; and she executed the foregoing Certificate of Amendment to the Bylaws on behalf of ANTIGUA APARTMENTS ASSOCIATION, INC., and affixed thereto the corporate seal of said corporation; that she is authorized to execute said Certificate of Amendment to the Bylaws, and that the execution thereof is the free act and deed of said corporation. She is personally known to me or has produced her driver's license as identification and did not take an oath.

WITNESS my hand and official seal this 11th day of July, 2006.

Joyce E Williams
Printed Name of Notary:
JOYCE E WILLIAMS
Notary Public
Commission # _____

My Commission Expires:





44.03
Book of Maps 19, of 19
GARY O. MURKIN

945 PG 855

Public Survey & Survey
Aluminum & Iron
Florida Power & Light Building
P. O. Box 1295
Venice, Florida 33595

VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM

442180

DECLARATION OF CONDOMINIUM

WHEREAS, C. D. WATERS, INC., a Florida corporation, holds fee simple title to the following described real property, lying and being situate in Sarasota County, Florida, to-wit:

Commence at a point 65.0' Northerly of the Southwest corner of Lot 28, being a point on the Westerly line of Lot 28, Block B, Unit #1, COUNTRY CLUB ESTATES, as per Plat Book 5, Page 29, Sarasota County, Florida, for a P.O.B.; thence North 63° 23' East, 58.67'; thence North 21° 48' West, 108.5'; thence South 71° 50' West, 58.67' to a point on the Westerly line of Lot 30, Block B, Unit #1, COUNTRY CLUB ESTATES; thence continuing Southerly 116.88' more or less along the West line of Lots 30, 29, and 28, Block B, Unit #1, COUNTRY CLUB ESTATES to the P.O.B.

WHEREAS, C. D. WATERS, INC. desires to submit the lands above-described together with the improvements thereon to the Condominium form of ownership under the Condominium Act of the State of Florida as currently set forth in Chapter 711 of the Florida Statutes,

NOW, THEREFORE, be it known as follows:

I. STATEMENT OF SUBMISSION

C. D. WATERS, INC., does by these presents declare the real property owned by it and described hereinabove to be condominium property under the Condominium Act of the State of Florida now in force and effect, and does submit said condominium property to condominium ownership pursuant to said Act.

II. NAME

This condominium shall be known as VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and its address is 616 Guild Drive, Venice, Sarasota County, Florida.

III. LAND

The land included in and submitted to the condominium,

VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, is that real property owned by C. D. WATERS, INC., in fee simple, and described hereinabove, lying and being situate in Sarasota County, Florida.

IV. UNITS

The condominium units in VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, shall be designated and known as Unit Numbers 9 - 16, inclusive. Unit boundaries shall be described as follows:

1. Upper boundary: the horizontal plane of the undecorated, finished ceiling extended to the perimetrical boundary.
2. Lower boundary: the horizontal plane of the undecorated, finished floor extended to the perimetrical boundary.
3. Perimetrical boundary: the vertical planes of the undecorated, finished interior of the walls bounding the unit extended to the upper and lower boundaries.

V. CONDOMINIUM PLAN

A survey of VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, a graphic description of the improvements in which the Units are located, and of the Units themselves, describing the Units, a plat plan indicating the relative position of the buildings of the condominium, a description of the Units and common elements, and certificate thereof, are attached hereto and incorporated herein by reference as they appear on that certain condominium plat of VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, being recorded herewith in Condominium Book 5 , at Pages 18 of the Public Records of Sarasota County, Florida.

VI. COMMON ELEMENTS

There shall be appurtenant to each of the Units an equal ownership of the common elements. The common elements of the Condominium appurtenant to each of the Units shall include the following terms:

a. The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium plat.

b. The structural parts of the buildings, exclusive of the boundaries of the undecorated Units.

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

d. Installations for furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing the installations.

e. The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the common elements.

f. Easements for maintenance of common elements.

g. All outside surfaces of walls except for glass or screened surfaces of windows or doors of the various Units, which said glass and screened surfaces will be part of each such unit and are not common elements.

The leasehold interest held by the Association to that certain parcel of land consisting of the parking area and specifically described on the Condominium Plat mentioned hereinabove, shall not be considered a common element. The right to the use of, or interest in said lease property shall accrue to the various Unit parcels by virtue of the owners of each such Unit being a member of the Condominium Association.

VII. COMMON EXPENSES AND COMMON SURPLUS

The common expenses, including any lease rental payments, of the Condominium and the common surplus of the Condominium shall be apportioned equally among all of the Units so that each Unit shall bear one-eighth (1/8th) of the common expenses and be entitled to one-eighth (1/8th) of the common surplus, if any.

VIII. VOTING RIGHTS

Each of the Units shall be entitled to one (1) vote at meetings of the Condominium. In the event of joint ownership of a Unit, said vote shall be apportioned among the owners of a Unit, or exercised by one of them by agreement with the remainder of said joint owners.

IX. AMENDING DECLARATION

This Declaration may be amended at any time during the first two years from the date hereof, by affirmative vote of Fifty-One percent (51%) of all Units, together with the written consent of C. D. WATERS, INC., its successors, grantees, or assigns. After the expiration of said two year period, the Declaration may be amended at any time by the affirmative vote of Seventy-Five percent (75%) of all Units, without the necessity of consent of C. D. WATERS, INC.

Provided however, that no amendment shall discriminate against any unit or unit owner or class or group thereof, unless the Unit owners so affected shall consent, and

Further provided that no amendment of this Declaration shall be effective unless evidenced by a certificate attached thereto certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida.

X. ASSOCIATION AND BY-LAWS

The Association which shall operate the Condominium shall be that certain Corporation Not For Profit, heretofore organized under the laws of the State of Florida, and known as ANTIGUA APARTMENTS ASSOCIATION, INC., of which Association each Unit owner shall be required to be a member. The Condominium shall be operated pursuant to the By-Laws of the Association, as recorded in O.R. Book 882, Pages 808-818, Public Records of Sarasota County, Florida

XI. MAINTENANCE

A. The Association shall maintain, replace and repair

all portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include, but be limited to the load-bearing columns and load-bearing walls.

B. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

C. Each unit owner shall be responsible for the maintenance and repair of his unit, except the portions to be maintained, repaired, and replaced by the Association, and except that the Association shall have the right to assume part or all of the maintenance of the various units, as determined by the Association from time to time.

XIII. INSURANCE, REPAIR AND RECONSTRUCTION

The Association shall also procure and pay for as part of the common expenses, Fire and Extended Coverage Insurance on the common elements of the Condominium in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees holding mortgages on a portion of the common elements insured as endorsees of the policy. In addition, the Association shall procure and pay for, as part of the common expenses, Fire and Extended Coverage Insurance to the full insurable value thereof on each individual Unit which said policies of insurance shall show, if that be the case, institutional mortgagees of said Units respectively as endorsees of such policies. In the event of destruction, either partial or substantial of a Unit, the owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the owner of said Unit and/or the Association, as may be required and to be received

by the association and/or the institutional mortgagee of said Unit as then agreed upon, and held in escrow to apply to and assure the prompt payment of the cost of such repair and building. In the event that the owner of such affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the owner's cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of same, the owner of said Unit shall promptly pay the deficiency, and failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable attorney's fee. In the event of substantial destruction of the whole building (more than fifty percent (50%) of the Units substantially destroyed), the owners of the Units of the building shall meet and vote to determine whether said building shall be accepted and apportioned among them, the lands sold, or some other alternative; provided however, that said owners shall be under an obligation to rebuild said building unless ninety percent (90%) of a possible one hundred percent (100%) of the voters are for some other alternative. In the event that the other alternative is

the sale of the property and is properly voted upon, then each Unit in said destroyed building is hereby obligated to be conveyed to the purchaser of the whole building acceptable to Fifty percent (50%) of or more of the Units of said building, and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the Condominium structure, shall be divided among said Units in said destroyed building, according to their respective interests in the damaged or destroyed building. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in the building by virtue of more than one Unit being damaged or destroyed, such apportionment shall be made by the Association, based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the insurance company or companies making the settlement.

XIII. USE RESTRICTIONS

The following use restrictions shall apply to and bind the Condominium, condominium property, Units, Unit owners, and Association, to wit:

- a. That all Condominium Units shall be and remain of like exterior design, shape, color and appearance.
- b. That occupants of Condominium units shall not permit, suffer or maintain in their premises loud noises, obnoxious odors, or offensive household pets.
- c. That each condominium unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon.
- d. That except for sale or leasing thereof by C.D. WATERS, INC., or any institutional lender, no parcel or Unit shall be sold, or leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent shall be given or withheld based upon the Board's determination

of the ability of the proposed lessee or grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed lessee or grantee. In no event shall a Unit be leased for a term of less than one (1) month.

e. That the occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements, and rules of all governmental bodies, divisions, or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay each Unit's share of all common expenses, including such Unit's share of a leasehold obligation arising under the lease of the areas mentioned in paragraph VI above, provisions of this sub-paragraph to be construed as a covenant in favor of lessor under said lease.

f. That no Condominium parcel or Unit, shall be divided, or severed from the realty and that no structural alterations or changes shall be made within said Unit without prior approval of the Board of Directors of the Association.

g. That each Unit owner, lessee or occupant will at all times, maintain in good condition and repair, the interior walls, floors, ceilings, doors, windows, water, electric and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electric" system in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing system" in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit, or in the Unit itself.

h. That with the prior permission of the Association, no wires, T.V. antennae, air conditioners, aerials or structures of any sort shall be erected, or constructed, or maintained on the exterior of the building, except for those

structures that form a part of the original building.

i. That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association, and that no clothes, rugs, drapes, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door.

j. That no Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

k. That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in any other Unit.

l. That occupants of Units shall abide by all the rules and regulations promulgated by the Association concerning occupancy and use of the Condominium Units and common elements and areas.

m. That reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners, and residents, upon request.

XIV. DEVELOPER MANAGEMENT

Notwithstanding anything contained herein to the contrary, and subject to the provisions of Paragraph XVII below, it is hereby expressly understood that C.D. WATERS, INC., shall manage the affairs of the Condominium and Association for a period terminating at midnight, December 31, 1973, provided however, that any time within the said period, the Association may at its request, which request shall be in the form of a resolution, made and approved in the manner set forth for resolutions in its Articles and By-Laws, assume the duties, responsibilities

and rights of the management of the Condominium and Association.

It is declared and understood that C.D. WATERS, INC. shall receive during its management period, a monthly service fee of Twenty Dollars (\$20.00) per month, payable in quarterly payments in advance, exclusive of any lease rental payments, from each Unit not owned by it and in consideration thereof, C. D. WATERS, INC., shall operate the Condominium, Condominium property, and affairs of the Association, and shall during said period furnish for the benefit of the Units, the following; to-wit:

1. Fire and Extended Coverage Insurance to the full insurable value thereof on all Units and common elements, and Public Liability Insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) on common elements.
2. All water and sewer services for all Units and common elements.
3. All regular maintenance of all common elements.
4. Garbage and trash removal for all Units and common elements.
5. Management for the Condominium.
6. All maintenance of the parking area and its surface.

Provided, however that in the event of a major damage for which the insurance does not compensate fully, the Association shall be responsible for the difference between the insurance proceeds, if any, and the actual cost of repair or replacement in any event.

The payments which C.D. WATERS, INC. shall receive pursuant hereto shall be considered as a fixed quarterly payment during the time specified, and the Units shall not be entitled to an accounting therefor, except as provided by law.

XV. LIENS

Any liens which the Association shall have on any Unit for unpaid assessments, including those for rental payments, will also secure reasonable attorney's fees incurred by the Association

incident to the collection of such assessments of enforcement of such liens.

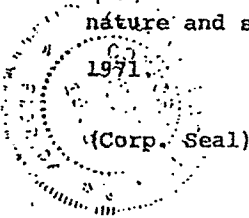
XVI.

Notwithstanding anything contained in this Declaration or the Exhibit annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels, shall first be obtained before this Declaration may be amended or the Condominium terminated, which said consent shall not be unreasonably withheld.

XVII.

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida as amended, from time to time.

IN WITNESS WHEREOF, C.D. WATERS, INC. has caused its signature and seal to be affixed this 11th day of January,



C. D. WATERS, INC.
(a Florida corporation)

By: Clyde D. Waters
Clyde D. Waters, President

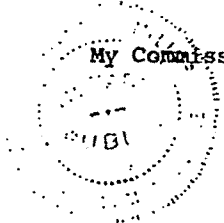
ATTEST:
Gary O. McKean
Gary O. McKean, Secretary-Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 11th day of January, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared CLYDE D. WATERS, and GARY O. MCKEAN, President and Secretary-Treasurer, respectively, of C. D. WATERS, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and they affixed thereto the official seal of said corporation and the said instrument is the deed and act of the corporation.

WITNESS my hand and official seal at Venice, in the County and State last aforesaid, this 11th day of January, 1971.

Christina S. Miller
Notary Public



My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires July 5, 1972
Bonded by U. S. F. & G.

JOINDER OF MORTGAGEE

The FIRST NATIONAL BANK OF VENICE, a national banking as-
sociation, of Venice, Florida, called the mortgagee, the owner
and holder of a mortgage upon the following real property:

Commence at a point 65.0' Northerly of
the Southwest corner of Lot 28, being a
point on the Westerly line of Lot 28,
Block B, Unit #1, COUNTRY CLUB ESTATES,
as per Plat Book 5, Page 29, Sarasota
County, Florida, for a P.O.B.; thence
North 63° 23' East, 58.67'; thence
North 21° 48' West, 108.5'p thence
South 71° 50' West, 58.67' to a point
on the Westerly line of Lot 30, Block B,
Unit #1, COUNTRY CLUB ESTATES; thence
continuing Southerly 116.88' more or less
along the West line of Lots 30, 29, and
28, Block B, Unit #1, COUNTRY CLUB
ESTATES to the P.O.B.

which mortgage was recorded in Official Records Book 923,
at Pages 695 to 698, on October 15

1971, of the Public Records of Sarasota County, Florida. joins
in the making of and hereby consents to the filing of the foregoing
Declaration of Condominium. Provided however, that said joinder in
and consent to, in no way alters or amends the existing mortgage,
and releases no portion of the described real property from the
lien of the said mortgage.

Signed in our presence
as witnesses:

FIRST NATIONAL BANK OF VENICE

Laverda L. J. J. J.
Sherry L. Newell

By: E. M. Wagner (Title)
Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, this day personally
appeared E. M. WAGNER, to me well
known to be the VICE PRESIDENT of the First
National Bank of Venice, Florida, who upon first being duly
sworn, deposes and says that he executed the foregoing joinder
of mortgagee for the purposes therein expressed.

At Venice, Sarasota County, Florida, this 21st day
of January, 1972.

Laverda L. J. J. J.
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 9, 1972
Bonded By U. S. F. and G.

EXHIBIT "A"

OFF REC. 945 PG 367

CONDOMINIUM AREA

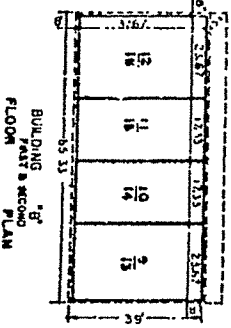
DESCRIPTION:

COMMENCE AT A POINT 65.0' NORTHERLY OF THE SOUTH WEST CORNER OF LOT 28, BLOCK B UNIT 101, COUNTY CLUB ESTATES, UNIT NO. 1, AS PER PLAT 281, BLOCK B, COUNTY CLUB ESTATES, SARASOTA COUNTY, FLORIDA, PAGE 29, RECORD 945, P. 367, THENCE NORTH 21° 48' WEST, 103.5' THENCE SOUTH 71° 33' WEST, 58.87' TO A POINT ON THE WESTERLY LINE OF LOT 30, BLOCK B, UNIT NO. 1, COUNTY CLUB ESTATES, SARASOTA COUNTY, FLORIDA, PAGE 29, RECORD 945, P. 367, THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 30, BLOCK B, UNIT NO. 1, COUNTY CLUB ESTATES, SARASOTA COUNTY, FLORIDA, PAGE 29, RECORD 945, P. 367, TO THE POINT OF BEGINNING.

LEASE AREA

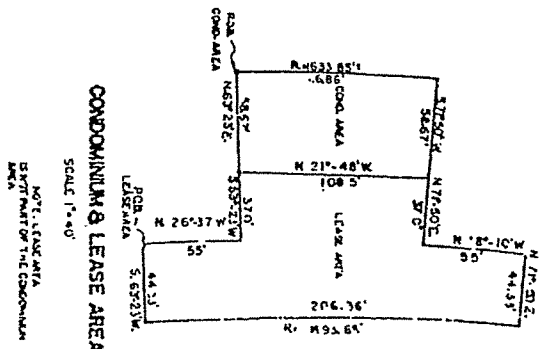
DESCRIPTION:

COMMENCE AT A POINT 10.0' NORTHERLY OF THE SOUTH WESTERLY CORNER OF LOT 281, BLOCK B, COUNTY CLUB ESTATES, UNIT NO. 1, AS PER PLAT 281, BLOCK B, COUNTY CLUB ESTATES, SARASOTA COUNTY, FLORIDA, PAGE 29, RECORD 945, P. 367, THENCE NORTH 21° 48' WEST, 103.5' THENCE SOUTH 71° 33' WEST, 58.87' TO A POINT ON THE WESTERLY LINE OF LOT 30, BLOCK B, UNIT NO. 1, COUNTY CLUB ESTATES, SARASOTA COUNTY, FLORIDA, PAGE 29, RECORD 945, P. 367, THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 30, BLOCK B, UNIT NO. 1, COUNTY CLUB ESTATES, SARASOTA COUNTY, FLORIDA, PAGE 29, RECORD 945, P. 367, TO THE POINT OF BEGINNING.



BUILDING FLOOR PLAN
SCALE: 1"=20'

APT. NO.	ELEVATION	FIN. FLOOR
10	21.0'	-
11	21.0'	-
12	21.0'	-
13	21.0'	-
14	21.0'	-
15	21.0'	-

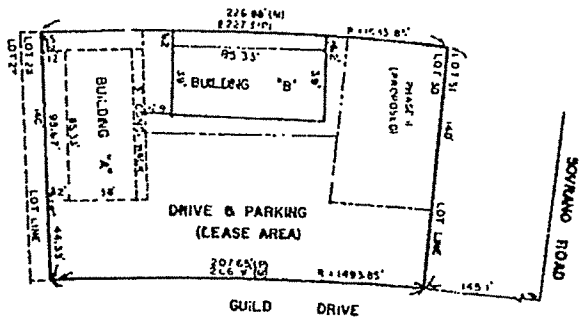


NOT A LEASE AREA
PART OF THE CONDOMINIUM AREA
SCALE: 1"=40'

VILLAGE APARTMENTS
A CONDOMINIUM OF

LOTS 29, 29 & 28, LESS THE SOUTH 1/2 OF LOT 29, BLOCK B, COUNTY CLUB ESTATES, UNIT NO. 1, AS RECORD B, P. 8, PAGE 28 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PHASE II



SCALE: 1"=40'

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THE PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED AND SHOWN HEREON, AND THAT THE SAME HAS BEEN MEASURED AND PLANNED ACCORDING TO THE BEST OF MY SKILL AND KNOWLEDGE, AND THAT THE DIMENSIONS, BEARINGS, LOCATIONS, DIRECTIONS AND SIZES OF THE COMMON ELEMENTS, AND OF EACH UNIT CONTAINED THEREIN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY: DEC. 21, 1971

DE ALFREY
REGISTERED LAND SURVEYOR

State of Florida

Department of State



I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

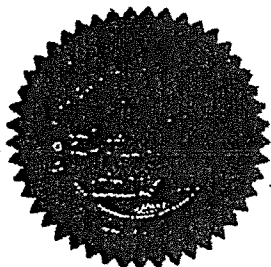
ANTIGUA APARTMENTS, ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 9th day of February,
A.D., 1971. as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 10th day of February,
A.D. 19 71.

Richard (Dick) Stone

Secretary of State



ARTICLES OF INCORPORATION

OF

ANTIGUA APARTMENTS, ASSOCIATION, INC.

FILED
JAN 9 7 41 PM '71
H. HASSLER
RECORDS

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit under the laws of the State of Florida.

ARTICLE I. Name

The name of the corporation shall be the ANTIGUA APARTMENTS, ASSOCIATION, INC.

ARTICLE II. Purpose

The purpose for which the said Association is organized and incorporated is to provide an entity pursuant to the Condominium Act Chapter 711 of the Florida Statutes, for the operation of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, and proposed condominiums, VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM, situate and lying upon the following described real property in Sarasota County, Florida, to-wit:

Lot 28, less the South 10 feet thereof, and all of Lots 29 and 30, Block B, COUNTRY CLUB ESTATES, Unit 1, as per plat thereof recorded in Plat Book 5, at Page 29, of the Public Records of Sarasota County, Florida.

ARTICLE III. Powers

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles, together with all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

THIS INSTRUMENT
PREPARED BY:

GARY O. McKEAN
217 W. Miami Ave.
Venice, Florida 33595

- a. To make, and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.
- b. To use the proceeds of assessments in the exercise of its power and duties.
- c. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property.
- f. To approve or disapprove the transfer, mortgage, and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.
- g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.
- h. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- i. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- j. To employ personnel to perform the services required for proper operation of the condominium.

The powers of the Association shall be subject to and shall

be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws.

ARTICLE IV. Funds.

All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws. Provided however, that the Corporation may not issue or have shares of stock and may not pay dividends nor distribute any part of its income to members, directors, or officers of the corporation, except that the corporation may reimburse any director or officer for actual expenses incurred in the performance of his duties.

ARTICLE V. Term.

The corporation shall have perpetual existence.

ARTICLE VI. Members.

The members of the Association shall consist of all of the record owners of apartments in the Condominium; and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record title to an apartment in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

The owner of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VII.

Directors.

1. The affairs of the Association will be managed by a Board of Directors consisting of no less than three Directors as determined by the By-Laws. Directors shall be elected at the annual meeting of the members in the manner set forth in the By-Laws. Directors may be removed and vacancies shall be filled in the manner provided by the By-Laws.

2. The first election of directors shall not be held until Fifty percent (50%) of the Units of the Condominium have been conveyed by the developer, C.D. WATERS, INC., or until January 1, 1972, whichever occurs first.

3. The directors named in these Articles shall serve until the first election of officers, and any vacancies before then shall be filled in the manner set forth in the By-Laws.

The names and addresses of the first Board of Directors are as follows:

CLYDE D. WATERS, 525 Manatee Ct., Venico, Florida 33595
A. BRADFORD SMITH, 217 W. Miami Avenue, Venice, Florida 33595
GARY O. McKEAM, 217 W. Miami Avenue, Venice, Florida 33595

ARTICLE VIII. Officers.

The offices of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting. The

names and addresses of the officers who shall serve until their successors are designated in the manner set forth in the By-Laws are as follows:

President: CLYDE D. WATERS, 525 Manatee Ct., Venice, Florida 33595
Vice-President: A. BRADFORD SMITH, 217 W. Miami Ave., Venice, Fla.
Secretary-Treasurer: GARY O. MCKEAN, 217 W. Miami Av. Venice, Fla.

ARTICLE IX. By-Laws.

The first By-Laws of the Association shall be adopted by the Board of Directors and may be amended, altered, or rescinded in the manner provided by the By-Laws.

ARTICLE X. Amendments to Articles.

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the members and approved at a membership meeting with due notice of the proposed amendments by affirmative vote of Seventy-Five percent (75%) of the members.

Provided however that no amendment shall make any changes in the qualification for membership nor voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium.

Further provided, however that no amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County Florida.

ARTICLE XI. Subscribers.

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

CLYDE D. WATERS, 525 Manatee Ct. Venice, Florida 33595
A. BRADFORD SMITH, 217 W. Miami Ave., Venice, Florida 33595
GARY O. MCKEAN, 217 W. Miami Ave., Venice, Florida 33595

WE, THE UNDERSIGNED, for the purpose of becoming a corporation not for profit for the operation of VILLAGE APARTMENTS, PHASE ONE, A CONDOMINIUM, VILLAGE APARTMENTS, PHASE TWO, A

CONDOMINIUM and VILLAGE APARTMENTS, PHASE THREE, A CONDOMINIUM,
under the provisions of the laws of Florida, do make affix
our signatures to acknowledge and file in the office of the
Secretary of State these Articles of Incorporation.

WITNESS our respective hands and seals, this 28th day
of January, 1971.

/s/ _____ (SEAL)
Clyde D Waters

/s/ _____ (SEAL)
A Bradford Smith

/s/ _____ (SEAL)
Gary O. McKean

STATE OF FLORIDA
COUNTY OF SARASOTA

Personally appeared before me the undersigned authority,
CLYDE D. WATERS, A. BRADFORD SMITH, and GARY O. MCKEAN, to me
well known and who acknowledged before me that they are parties
to the above and foregoing Articles of Incorporation, and fur-
ther acknowledged the same to be the act and deed of the signers
respectively and that the facts therein stated are true and
correct.

WITNESS my hand and official seal in Venice, Sarasota County,
Florida, this 28th day of January, 1971.

/s/ Patricia Puth Martin
Notary Public

My Commission Expires:

January 5, 1975

Seal

SAMPLE DEED

GARY D. MCKEAN
of the Firm Office of
SMITH & McKEAN
217 W. Miami Avenue
VENICE, FLORIDA 33595

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this _____ day of _____ 19 71, Between
C.D. Waters, Inc.

of the County of Sarasota, State of Florida, grantor*, and

whose post office address is

of the County of _____, State of _____, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of
-----Ten and no/100----- Dollars.

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in _____ County, Florida, to-wit:

Unit _____ of VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, according to plat thereof recorded in Condominium Book _____, at Page _____ of the Public Records of Sarasota County, Florida, together with an undivided 1/8th share in the common elements appurtenant thereto in accordance with and subject to the provisions of the Declaration of Condominium of VILLAGE APARTMENTS, PHASE TWO, A CONDOMINIUM, as recorded in Official Records Book _____ at Pages _____ of the Public Records of Sarasota County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

C. D. WATERS, INC. (Seal)

By: _____
C. D. WATERS, President (Seal)

442180
JUN 27 2 36 PM '71
RECORDED
SARASOTA COUNTY
FLORIDA

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared C. D. WATERS

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 19 71 .

My commission expires:

Notary Public