



Prepared by & Return to:
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2055 Wood St., Ste. 120
Sarasota, FL 34237

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
GARDEN LAKES VILLAGE, SECTION 2, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is executed this 31 day of MAY, 2007, by **GARDEN LAKES VILLAGE 2 ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Garden Lakes Village, a condominium, in accordance with the Declaration of Condominium of Garden Lakes Village, Section 2, a Condominium recorded in October 1984 in Official Records Book 1093, Page 2 of the Public Records of Manatee County, Florida, as amended from time to time ("Declaration"); and,

WHEREAS, an amendment to Sections 15.1, 15.3 and 15.8 of Article XV of the Declaration entitled "Insurance" was submitted to the Members of the Association at a Special Meeting of the Members held on December 14, 2006, which Special Meeting was duly noticed in accordance with Section 4.3 of Article IV of the By-Laws of Garden Lakes Village 2 Association, Inc.; and,

WHEREAS, not less than 80% of the total number of units voted to approve the proposed amendment to Sections 15.1, 15.3 and 15.8 of Article XV of the Declaration;

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendment to Sections 15.1, 15.3 and 15.8 of Article XV of the Declaration as follows:

*New language is indicated by underscoring type.
Deleted language is indicated by ~~struck-through~~ type.*

Section 15.1 of Article XV of the Declaration shall be amended as follows:

- 15.1 Authority to Purchase: The Association shall have the authority and the responsibility to insure the common elements and limited common elements. The Association shall have the authority as herein provided to insure the units and Permitted Improvements located thereon and therein, if so elected in the sole discretion of the Board of Directors of the Association. ~~The insurance shall insure the interest of the Association and all unit owners and their mortgages, as their interest may appear. The named insured shall be the Association individually, and as agent for the unit owners without naming them, and as agent for their mortgagee. All premiums and charges for insurance which the association is authorized or directed to acquire pursuant to this Declaration shall be deemed a common expense.~~

The existing language in Section 15.3(b) of Article XV of the Declaration shall be renumbered to Section 15.3(c) and the following language shall be added as new language for Section 15.3(b):

15.3(b) Permitted Improvements: In the event that the Association elects not to purchase casualty and hazard insurance on the Permitted Improvements, the unit owner shall be responsible for obtaining and maintaining casualty insurance covering his or her individual Permitted Improvement in the amount of the full replacement cost of such Permitted Improvements, and such policies shall afford protection against loss or destruction by fire, or other hazards covered by the standard extended coverage endorsement, and such other risks, including flood insurance (rising water) if required, as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the Permitted Improvements, including by not limited to, vandalism and malicious mischief and other types of insurance that may from time to time be appropriate. The Association shall have the authority to implement and enforce policies and procedures requiring unit owners to provide adequate written proof of insurance on their individual Permitted Improvements, including the requirement to provide copies of such policies.

A existing language in Section 15.3(b) of Article XV of the Declaration is renumbered as a new Section 15.3(c) and amended as follows:

15.3(c) Authority of the Association to Purchase Insurance on the Permitted Improvements: Notwithstanding that Permitted Improvements are located within units, because there is a community of interest within the Condominium to assure to all unit owners that proper insurance is maintained with respect to the Permitted Improvements, the Association shall have the exclusive authority and responsibility as herein provided to obtain casualty insurance upon any or all of the Permitted Improvements, if so determined by the Board of Directors of the Association upon reasonable notice. Such authority is deemed necessary to take advantage of financial conditions that benefit individual members, and to assure the members of the Association that, to each owner in the event that a unit owner may fail to obtain adequate insurance as required by this Article, the Association shall have the opportunity to purchase adequate insurance. This provision will assist in limiting under-insured and non-insured Permitted Improvements, that the Permitted Improvements which he owns will be adequately insured, and that all permitted Improvements can and will be reconstructed or rebuilt in accordance with the original development plan after damage, so the value and appearance of the units within the Condominium will be continued and enhanced. Accordingly, the Association shall have the authority, but not the obligation, to purchase and keep in force, as agent for the unit owners and their mortgagees, casualty insurance covering any or all of the Permitted Improvements in the Condominium. Such insurance, if purchased by the Association, which may be in the form of one or more master policies or individual policies on each structure, or any combination thereof, shall be in a company or companies authorized to do business in Florida and in good standing with the State of Florida, as selected from time to time by the Board. Such insurance shall afford protection against loss or destruction by fire, or other hazards covered by the standard extended coverage endorsement, and such other risks, except flood insurance (rising water), as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the Permitted Improvements, including by not limited to vandalism, and malicious mischief and other types of insurance that may from time to time be required to obtain

institutional financing. The casualty insurance obtained by the Association for the Permitted Improvements shall insure all items deemed a part of the building under Section 718.111(9)(B) of the Condominium Act as it ~~presently exists~~ amended from time to time. Such hazard insurance shall also include any portions of internal utility services physically located outside a Permitted Improvement, whether within or without a unit, and those portions of air condition and heating systems serving the Permitted Improvements, wherever located. Such casualty insurance obtained by the Association for the Permitted Improvements need not, however, insure carpet, appliances, cabinetry or interior finish of the Improvements, unless the Board deems it in the best interest of the unit owners. The Board shall advise unit owners from time to time of the elements of the Permitted Improvements, if any, which are not insured by the Board. The Association shall not insure personal property or living expenses or public liability insurance with respect of the Permitted Improvements, all of which shall be the responsibility of the unit owners as provided in Section 15.2. All such insurance obtained by the Association shall be in an amount equal to the maximum insurable replacement value of each Permitted Improvement and be for the benefit of the Association, the unit owners owing an interest in such Permitted Improvements and their mortgagees, as their interest may appear. The premiums and charges for such insurance shall be paid by the Association as a common expense.

Each unit owner shall have the right, at his expense, to secure insurance against casualties not covered by the policies obtained by the Association and to require that the Association obtain on his behalf coverage greater than that obtained by the Association, subject to the maximum limitations imposed by the insurance company or companies writing such insurance. The Association shall notify each unit owner on or before each renewal date of the company or companies, hazards covered and the amount of insurance with respect to the improvements to his unit, and shall furnish the unit owner with the policy or policies, or a duplicate thereof, or certificate of such insurance. At any time upon written request of a unit owner, the Association shall obtain increased limits as herein provided and limited, and the additional cost thereof shall be billed to and collected from the unit owner as a special assessment.

A new Section 15.3(d) of Article XV of the Declaration shall be added as follows:

15.3(d) In the event that the Association elects to purchase such insurance on all of the Permitted Improvements, the costs of the premiums and deductibles shall be a common expense, unless otherwise determined by the Association. However in the event that the Association elects not to purchase such insurance for all of the Permitted Improvements, and any unit owner fails to obtain insurance as required by the Association, the Association shall have the authority to purchase individual policies on such Permitted Improvements, with all of the costs, charges, premiums, and deductibles to be assessed against the individual unit. In the event that such assessments are not paid by the individual unit owner, the Association shall have the authority to file a lien against the unit, and to foreclose such lien and seek any and all legal or equitable remedies available by law to ensure collection.

A new Section 15.8 of Article XV of the Declaration shall be added as follows:

15.8 Deductible Responsibility: The Association is responsible for the per occurrence

deductible for policies purchased by the Association when the Association has elected to purchase casualty insurance on all of the Permitted Improvements. Notwithstanding the foregoing, the individual unit owners shall be responsible for all hurricane deductibles associated with damage to his or her individual unit in the event that a hurricane causes damage that triggers the requirement to pay the hurricane deductible for the insurance policy associated with the particular unit.

In the event that the Association does not elect to purchase casualty insurance on all of the Permitted Improvements, and only purchases such insurance on a portion of the Permitted Improvements, the costs of the policies and deductible shall be assessed against the individual unit owner receiving the benefit of such policy.

All other Sections remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 31 day of MAY, 2007.

WITNESSES:

Thomas Mc Gill

Print Name: THOMAS MC GILL

Lola I. McGill

Print Name: LOLA I. MCGILL

Geraldine Jansky

Print Name: Geraldine Jansky

Joy V Flavell

Print Name: Joy V FLAVELL

**GARDEN LAKES VILLAGE 2
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

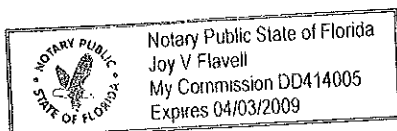
By: Gary Temple, President

By: James Jansky Secretary

(Seal of Corporation)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 31 day of MAY, 2007, by Gary Temple and James Jansky, as President and Secretary, respectively, of Garden Lakes Village 2 Association, Inc., a Florida not-for-profit Corporation. They (who are personally known to me) (who have produced FL DL as identification) and (did) (did not) take an oath.



Joy V Flavell
Signature of Notary Public
Print name Joy V FLAVELL

982975

DECLARATION OF CONDOMINIUM
OF
GARDEN LAKES VILLAGE, SECTION 2,
a condominium.

KNOW ALL MEN BY THESE PRESENTS, that First Communities of Bradenton, Inc., a Florida corporation, hereinafter called Developer, makes and declares the creation of Garden Lakes Village, Section 2, a condominium, pursuant to the Condominium Act and subject to the terms hereinafter set forth:

ARTICLE I. Submission Statement: Developer, the owner of the lands and appurtenances hereinafter described and defined, hereby submits to condominium ownership pursuant to the Condominium Act, the lands in Manatee County, Florida, described as follows:

1.1 Fee Lands: Those lands described on Exhibit A, attached hereto and made a part hereof, which are designated "GARDEN LAKES VILLAGE, SECTION 2, A CONDOMINIUM-BOUNDARY (Land submitted hereby to condominium)."

1.2 Access Easement: A perpetual, common non-exclusive easement for access, ingress, egress, utilities and drainage, over, across, under and through the lands described and designated as Private Roads within Garden Lakes and subject to the Covenants, whether now existing or hereafter created and so designated, together with all easement rights appurtenant to this Condominium as a Component Community of Garden Lakes as provided in the Covenants. All such easements shall be appurtenant to the lands described in Section 1.1.

1.3 Reservation: The fee lands described in Section 1.1 are submitted subject to a reservation of a perpetual, non-exclusive easement for access, ingress, egress, utilities and drainage, on, over, under and through those parts thereof described and designated on Exhibit A as "INGRESS-EGRESS EASEMENT-Garden Lakes Majestic through Garden Lakes Village, Section 2, A Condominium (for future development)"; "INGRESS-EGRESS EASEMENT-Garden Lakes Rose through Garden Lakes Village, Section 2, A Condominium (for future development)"; and "INGRESS-EGRESS EASEMENT-Garden Lakes Clenet through Garden Lakes Village, Section 2, A Condominium (for future development)". Said easements, together with the easements described in Section 1.2, are Private Roads as hereinafter defined. This reservation is in favor of Developer, the Community Association and the owners and residents of all or any part of the lands that may form a part of Garden Lakes.

1.4 Other Appurtenances: Such other easements, use rights, licenses and servitudes as may be now or hereafter provided by the Covenants for Garden Lakes, as limited therein.

1.5 Designation: All such lands and appurtenances and the rights herein described shall be a part of the Condominium Property. Additional lands and appurtenances submitted to condominium ownership under this Declaration as provided herein shall, upon such submission, become a part of the Condominium Property.

ARTICLE II. Name: The name by which this condominium shall be known and identified is:

GARDEN LAKES VILLAGE, SECTION 2, a condominium,
hereinafter sometimes called the "Condominium."

ARTICLE III. Definitions: The terms used in this Declaration, its Amendments and Exhibits, shall have the meanings stated in the Condominium Act, except as herein otherwise provided, unless the context of such term shall otherwise require. All references to recordation of documents, instruments, drawings,

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plates and other similar materials shall, unless otherwise specifically stated, refer to recordation among the Public Records of Manatee County, Florida.

3.1 Architectural Review: "Architectural Review" means the administrative process provided herein whereby a proposed maintenance, repaired, rebuilding, replacement, reconstruction, alteration or modification of a unit, including improvements therein and thereon, are considered and approved or disapproved in accordance herewith.

3.2 Assessment: "Assessment" means the share of funds required for the payment of common expenses, from time to time, assessed against the unit owners, and the charges and expenses of the Association which are assessed against the unit owners under authority of the Condominium Act or this Declaration.

3.3 Association: "Association" means that certain non-profit corporation described in Article XIII, and its successors, which is and shall be the legal entity responsible for the operation of this Condominium.

3.4 By-Laws: "By-Laws" means the By-Laws of the Association existing from time to time.

3.5 Board: "Board" means the Board of Directors of the Association.

3.6 Common Elements: "Common Elements" means:

(a) those portions of the Condominium Property not included within the units.

(b) easements through the units for conduits, ducts, plumbing, wires and other facilities for the furnishing of utility services to other units, the common elements and other properties.

(c) an easement of support in every portion of a unit which contributes to the support and structural stability of a building.

(d) all property, improvements, facilities, devices and installations, wherever located, within the Condominium Property, for the furnishing of external utility services to the units, other common elements or other properties, except to the extent that ownership of all or any interest therein is reserved by Developer, or granted to the Community Association as Common Property or as owned by a provider of such utility service.

(e) tangible personal property reasonably required or desirable for the maintenance and operation of the Condominium, even though owned by the Association.

(f) any other parts of the Condominium Property designated as a Common Element in this Declaration, or any amendments or exhibits hereto.

3.7 Common Expenses: "Common Expenses" means those items specified in the Condominium Act as common expenses and all other items of expense specified herein as common expense, and the reasonably necessary cost of carrying out any Association power, duty or obligation hereunder, including but not limited to:

(a) expense of operating, maintaining, repairing and replacement of common elements and of any portion of units to be maintained by the Association.

(b) expenses of administration and management of the Association and the Condominium Property.

(c) the cost of carrying out the powers and duties of the Association.

(d) valid charges against the Condominium Property as a whole, or the common elements.

(e) the cost of any utility service fee or charge billed to the Condominium as a whole and not separately to each unit, or if such charges are billed to more than one Condominium, this Condominium's proportionate share thereof;

(f) any other item of expense designated as a Common Expense hereunder.

3.8 Common Property: "Common Property" shall mean those interests in lands, improvements, roads, facilities, rights and easements which may at any time be deeded, granted or leased to the Community Association, or which may be designated as Common Property, and devoted to and intended for the common use and enjoyment of the owners and residents of Garden Lakes and their guests, subject to the provisions of the Covenants and as more fully set forth therein.

3.9 Common Surplus: "Common Surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses.

3.10 Community Association: "Community Association" means Garden Lakes Community Association Inc., a Florida corporation not for profit, which has been organized to administer the Covenants and to carry out the maintenance and other obligations therein set forth.

3.11 Community Service System: "Community Service System" shall mean any system of facilities, installations, ownerships, rights, license, uses, improvements, equipment or fixtures devoted to and intended for the common use, benefit and enjoyment of the owners and residents of Garden Lakes and their guests, whether located within this Condominium or any other Component Community or otherwise, or a part of the Common Property or not.

3.12 Component Community: "Component Community" shall mean any distinct and separate development of residential dwellings within Garden Lakes, including this Condominium, as more fully described in the Covenants.

3.13 Condominium Act: "Condominium Act" means Chapter 718, Florida Statutes (1983) as it exists on the date of recordation of this Declaration.

3.14 Condominium Parcel: "Condominium Parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit and all other appurtenances to such unit as may be herein provided.

3.15 Condominium Property: "Condominium Property" means the lands submitted to condominium ownership and all improvements thereto and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.16 Covenants: "Covenants" means the Declaration of Community Covenants, Conditions and Restrictions for Garden Lakes, dated November 16, 1983, and recorded in Official Records Book 1064, Pages 1187-1232, inclusive of the Public Records of Manatee County, Florida, together with all amendments and supplements thereto.

3.17 Developer: "Developer" means First Communities of Bradenton, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or any portion of such rights in connection with appropriate portions of the Condominium. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

3.18 Garden Lakes: "Garden Lakes" means all existing property, including this condominium, that is subject to the Covenants, including property added thereto hereafter pursuant to the provisions of the Covenants.

3.19 Institutional Mortgagee: "Institutional Mortgagee" means a bank, savings bank, savings and loan association, credit union, insurance company, mortgage company, mortgage broker, Federal National Mortgage Association, union or other pension fund authorized to do business in Florida, business or investment trust, an agency of the United States Government or the State of Florida or any subdivision thereof, the holder of any mortgage insured by any agency of the United States Government or the State of Florida, or any subdivision thereof, or any lending entity commonly recognized as an institutional lender.

3.20 Primary Institutional First Mortgagee. "Primary institutional first mortgagee" means the institutional mortgagee which owns at any time first mortgages encumbering units which secure a greater aggregate indebtedness than is owed to any other institutional first mortgagee.

3.21 Limited Common Elements: "Limited Common Elements" means those portions of the common elements which are reserved for the use of a certain Condominium unit or units, to the exclusion of other units, as may be provided in this Declaration.

3.22 Limited Private Road: "Limited private road" means a road or right of way which is wholly contained within a Component Community and designated a limited private road by the documents creating such Component Community, the maintenance of which is the responsibility of the respective Component Association and not that of the Community Association.

3.23 Permitted Improvements: "Permitted Improvements" means those structural improvements to a unit initially established by Developer and replacements thereof, and such other alterations for improvements as may be permitted by this Declaration.

3.24 Private Roads: "Private roads" means those roads and rights of way, other than public roads, which are common to Garden Lakes, available for the common use and enjoyment of all owners in Garden Lakes, and which are to be maintained by the Community Association as a common expense of all of Garden Lakes. A private road may be owned in fee by the Community Association, or may be a part of a Component Community, but subject to an easement in favor of the Community Association and other owners and residents of Garden Lakes. All roads, streets and rights of way within Garden Lakes shall be deemed private roads unless otherwise designated in the documents creating a Component Community.

3.25 Unit: "Unit" or "Condominium Unit" means that part of the Condominium Property which is subject to exclusive ownership as provided in the Condominium Act. The term unit implies a single defined portion of the Condominium Property subject to such exclusive ownership, that cannot be subdivided into additional units. The aggregate of all units is all of the Condominium Property subject to such exclusive ownership. The term "unit" as used in this Declaration shall be deemed to be a "residential unit" pursuant to the terms of the Covenants.

3.26 Unit Owner: "Unit Owner" or "Owner of Unit" means the owner of a Condominium parcel. An owner is the single or multiple owner of the fee simple interest in the Condominium parcel.

3.27 Utility Services: "Utility Services" shall include, but not be limited to, electric power, gas, water, garbage storage and collection, sewage and trash collection and disposal, cable television signals, master community antenna systems, drainage, storm water management systems and telephone and all other public service and convenience facilities.

ARTICLE IV. Development Plan: The development plan is to establish and develop this Condominium in a single phase comprised

of twenty-four (24) land condominium units, in which will be located twenty-four (24) individual single family dwelling structures, herein defined as "permitted improvements." The Condominium Units are, as authorized by the Condominium Act, in land, and the Permitted Improvements are located within the units. This Condominium is one of a series of condominiums planned by Developer to form a part of Garden Lakes, a planned residential community, subject to the Covenants, as hereinafter provided. Each of the separate condominiums or other development forms within Garden Lakes will be a separate but Component Community of Garden Lakes. The Community Association will administer the Covenants and own and maintain and operate the Common Property and certain Community Service Systems, which will serve all of the Component Communities of Garden Lakes. The Association will manage and administer this condominium as hereinafter provided. There will be no conventional recreational facilities within this condominium, although Developer plans to develop recreational facilities as part of the Common Property available to all residents of Garden Lakes, managed by the Community Association under the Covenants. As hereinafter provided, owners of units in this condominium will be members of the Community Association; and the units in this condominium shall be subject to assessment by and liens in favor of the Community Association as provided in the Covenants. There will be no time-share estates created with respect to any units in this condominium.

ARTICLE V. Unit Boundaries, Identification of Units, Permitted Improvements and Utility Services: Each unit shall consist of a discrete area of land, as permitted by the Condominium Act. As hereinafter provided, as part of the development developer shall construct certain Permitted Improvements and structures located within and upon each condominium unit, and no other improvements shall be permitted upon any unit except in accordance with this Declaration.

5.1 Upper and Lower Boundaries: The upper and lower boundaries of each unit shall be determined in the same manner as provided from time to time by the law of Florida then in force for the determination of boundaries of an owner in fee simple of a parcel of real property.

5.2 Perimetrical Boundaries: The perimetrical boundaries of each unit shall be the vertical projections of the unit boundary lines, as depicted on the survey, plat and plot plan attached hereto as Exhibit A, or amendments thereto.

5.3 Permitted Improvements: The only improvements permitted to the units, which shall herein be known as "permitted improvements", shall be one-story, single family dwelling units, constituting a complete integrated architectural and structural living unit. No such Permitted Improvements shall be attached to any other Permitted Improvement on another unit. Each separate single family residential unit shall be located within and upon a separate condominium unit. Each condominium unit shall be deemed one in land only, as permitted by the Condominium Act, even though such unit shall have located within and upon it a single family structure, which shall become a part of the condominium unit. Easements for support, maintenance and encroachments shall be as hereinafter provided. As part of the development plan, Developer shall construct such Permitted Improvements to completion and the only improvements which shall be considered Permitted Improvements to any unit shall be the improvements initially established by Developer and replacements thereof, and such alterations or improvements as may be permitted by this Declaration. All other improvements shall be prohibited, and may be required to be removed.

5.4 Utility Services, Internal: The improvements, devices, installations, appliances and facilities, whether located within or without the boundaries of a unit, furnishing utility services only to such unit shall be deemed a part of the unit from the point of disconnection or detachment from the improvements, devices, installations, appliances or facilities deemed external

utility services under Section 5.5. The points of such disconnection or detachment for such utility services are as follows:

(a) Water: The point or points at which water lines enter the exterior surface of a Permitted Improvement, or break the vertical downward projection of an exterior wall of a Permitted Improvement.

(b) Sewer: The point or points at which sewer lines enter the exterior surface of a Permitted Improvement, or break the vertical downward projection of an exterior wall of a Permitted Improvement.

(c) Electric Power: The point at which the electrical service enters the service panel providing service to a particular unit.

(d) Telephone, Cable Television, Master Antenna Television and Other Communication Systems: The point at which such lines enter the exterior surface of a Permitted Improvement.

(e) Gas: The point at which the gas line enters the meter, or if the gas service is from liquified gas, the point at which a gas line leaves a gas tank serving more than one unit, or the entire gas system if the tank and lines serve only one unit.

(f) Drainage: All Drainage facilities shall be external and common elements except drainage services installed by or on behalf of the unit owner in accordance with the terms of this Declaration for the exclusive benefit of his unit; provided, however, that drainage facilities that are a part of a Community Service System or are deemed Common Property under the Covenants shall not, per se, be deemed common elements.

(g) Other: Other utility services shall be deemed external to the point within a unit boundary at which the particular improvement, device, appliance, installation or facility serves only the unit in which it is located.

5.5 Utility Services, External: The improvements, devices, installations, appliances and facilities furnishing utility services and located within the Condominium Property, including those within unit boundaries, shall be common elements to the point of disconnection or detachment at which same become part of a unit under Section 5.4. Utility services deemed common elements under this section shall be maintained by the Association pursuant to Section 11.1, unless otherwise provided. Provided, however, that any external utility service that may be part of a Community Service System or deemed Common Property under the Covenants shall not be a common element, and the maintenance thereof shall be that of the Association only to the extent that maintenance thereof is not the responsibility of the Community Association.

5.6 Identification of Units: Each unit shall be given an identifying number or letter, or combination thereof, which shall be depicted on the plat. No unit shall bear the same identifying designation as any other unit. The identifying number and/or letter of a unit is also the identifying designation of the Condominium Parcel of which such unit forms a part. Developer may utilize a system of designating units by a number or letter or combination, following such designation by a street name for better identification of the location of the unit. If Developer does elect to incorporate the street name in the designation of a unit, it shall not be necessary for the street name to be reflected on the plat, and the failure to include the street name in any deed, mortgage, contract, lease, or other document shall not diminish or impair the validity and effectiveness of same. If within the Condominium any two units bear the same number, but have different identifying street names, the failure to include such street name may be corrected of record by an affidavit of any officer of the Developer or the Association, attesting that the party or parties to

such document have the designated interest in but one unit within the condominium bearing the number indicated.

5.7 Condominium Parcel: Each Condominium Parcel shall include a unit together with the following appurtenances and any other appurtenances now or hereafter provided for in this Declaration or the Condominium Act:

(a) Common Elements: An undivided share in the common elements, as set forth in Article VIII.

(b) Limited Common Elements: The exclusive right to use all limited common elements appurtenant to such unit.

(c) Association Membership: Membership in the Association.

(d) Common Surplus: An undivided share in the common surplus.

(e) Common Facilities: The right to use, occupy and enjoy common facilities of this Condominium, subject to the provisions of the Declaration, the By-Laws, rules and regulations and the Condominium Act, and rights, easements, servitudes and licenses inuring to the parcel as a Residential Unit under the Covenants.

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

5.8 External Appliances and Fixtures: All air-conditioning and heating equipment, appliances, devices and installations located outside the unit boundaries, if any, including any such item deemed part of an internal utility service, together with all ducts, conduits, condensate lines, electrical connections and other items part of such system shall be deemed a limited common element appurtenant to the unit served thereby, and be maintained by the owner of such unit.

ARTICLE VI. Easements: The following easements are established and reserved over, across, under and through the Condominium Property, the condominium units and the common elements and limited common elements, each to be a covenant running with the land of the Condominium Property, and in favor of the Association, individual or collective unit owners, the Developer, governments having jurisdiction, suppliers of utility services, the public, third parties, the Community Association and owners and occupants of adjacent lands, as the context may require:

6.1 Ingress and Egress: Non-exclusive rights-of-way by vehicle or on foot in, to, over and upon the roads, drives, streets, driveways, walks and paths, whether shown on any exhibit hereto or any Amendment thereto or not, as same may be initially located or as they may be built or relocated in the future, for all reasonable and usual purposes for which such roads, drives, streets, driveways, walks and paths are commonly used, and to provide ingress to and egress from each unit and all and singular the common elements and limited common elements. This easement shall not be construed to grant or create the right or privilege to park any vehicle on any part of the Condominium Property not designated as a parking area.

6.2 Utilities and Duct Work: Easements as may be required, desirable or necessary for the furnishing of utility services to any one or more units, the common elements, limited common elements, the Condominium Property generally and adjacent lands not forming a part of the Condominium. Such easements shall include, but not be limited to, such easements as may be shown on exhibits to this Declaration and Amendments hereto. Easements shall exist in all common elements and within units for utility services, external, and an easement in gross is hereby granted in all common

elements for utility services in favor of governments having jurisdiction, suppliers of utility services, the Community Association and owners and occupants of adjacent lands. Also such easements as may be required, desirable or necessary for duct work and condensate lines for the furnishing of air-conditioned, cooled or heated air to the units from air-conditioning or heating equipment or installations located without the unit boundaries. Easements reserved hereunder shall include access easements over the common elements for installing, reading, repairing, maintaining and replacing meters, lines and other facilities supplying utilities to the Condominium Property.

6.3 Encroachments: If a unit or a limited common element shall encroach upon any common element or other limited common element, or upon any other unit by reason of original construction or by the non-purposeful or non-negligent act of the unit owner, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist. If any common elements or limited common elements shall encroach upon a unit as a result of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element or limited common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist. Likewise, if any unit or common element shall encroach upon any Common Property or Community Service System owned or operated by the Community Association, or if any such Common Property or Community Service System shall encroach upon any unit or common element, then an easement appurtenant to such unit, common element, Common Property or Community Service System, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

6.4 Permitted Improvement Encroachments: In addition to the provisions of Subsection 6.3, a Permitted Improvement may encroach upon, into, under or over any contiguous condominium unit, common element or limited common element. Without limitation, the easements created hereby contemplate intrusion of foundations, footings, slabs, walls, attachments, structural protrusions and roof overhang of Permitted Improvements which are substantially located upon one unit into, under or over an adjacent unit or portions of the common elements or limited common elements. Developer contemplates such encroachment shall or may be created in the construction of Permitted Improvements, and such encroachments and the easements therefor shall be permitted whether created intentionally or unintentionally as part of original construction.

6.5 Maintenance: Such easements as may be reasonably necessary or desirable are provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of the units, Permitted Improvements, common elements and limited common elements, utility services, and for implementation of any of the maintenance or repair obligations of the Association, unit owners and the Community Association.

6.6 Structural Support: Each unit owner shall have easements in other units and common elements and limited common elements, including easements for structural support, stability and integrity of the Permitted Improvements, including but not limited to, easements for lateral and subjacent support, easements for the support and stability provided by all load bearing walls, columns, beams, trusses, slabs, foundations and footings. No unit owner shall do, cause or permit to be done any act in and about his unit and the building located thereon which shall impair the structural stability and integrity of any other unit or other Permitted Improvement, or otherwise violate the provisions of this Section or of this Declaration.

6.7 Easements for Garden Lakes: Easements, licenses, and servitudes are hereby reserved through all parts of the Condominium Property except those actually occupied by a Permitted Improvement, for the purposes set forth in Article IV of the Covenants, the same being reserved in favor of Developer and the Community Association. Such easements, and rights so reserved shall include, but not be limited to, those specifically described or contemplated herein or by the Covenants; those located or designated on the plat; those established by construction by Developer as part of the development

of Garden Lakes, whether so designated or located or not, and those additional Community Service Systems which may be established from time to time by the Community Association provided that such systems established by the Community Association shall not unreasonably interfere with the use and enjoyment of the Condominium Property by the unit owners in this condominium. All private roads shown on the plat hereof shall be part of the Common Property of Garden Lakes, and are subject to the non-exclusive rights of others in accordance with the Covenants. In addition, there is reserved an easement in gross through all parts of the Condominium except those actually occupied by a Permitted Improvement for the purposes set forth in Article IV of the Covenants, the same being reserved in favor of the Community Association. In addition the Association, on its behalf and on behalf of all unit owners (each of whom hereby appoints the Association as his attorney in the fact for this purpose) shall have the right to grant additional access, utility service or other easements, or to relocate existing easements or facilities, in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or for the general health or welfare of the unit owners, or for the purposes of carrying out any provisions of this Declaration or the Covenants, or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the units for their intended purposes. The Association, on behalf of itself and all unit owners (as such owners' attorney-in-fact) shall also have the right to transfer title to utility related equipment, facility or material to any public utility governed company, governmental agency or the Community Association if same is assuming the obligation to maintain such equipment, facilities or material. Bills of sale may be granted for items of personal property owned or by the Association. Furthermore, the Association shall have the authority to take any other action on behalf of itself and all unit owners, as their attorney-in-fact, to satisfy the reasonable requirements of any such transferees. All easements hereby reserved shall be deemed expressly reserved and excepted from each and every conveyance, mortgage, lease or other transfer of a unit, or any interest therein, by Developer, even though such specific reservation and exception is not mentioned therein. Developer may elect to assign the easements or reservation rights hereunder, or include same in additional developments. The private roads storm water management system and such other Community Service Systems as may now exist or hereafter be established shall be for the benefit and use of all owners and occupants within Garden Lakes, their guests, invitees and licensees, and, where applicable, for the use and benefit of any and all emergency vehicles. Any easement reserved herein may be exercised or assigned by Developer during the time it or its assigns is developing Garden Lakes. The Developer, during such time, and the Association thereafter shall be deemed to have full right and authority on behalf of the unit owners to grant such easements, licenses and rights as may be necessary for the Community Association to carry out the establishment and operation of Community Service Systems and to meet the other objectives contained in Article IV of the Covenants.

6.8 Developer: Until such time as Developer has completed the Condominium and sold all of the units contained within the Condominium Property, easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required, convenient or desired by Developer for the completion of the development of the Condominium and the sale of the units. Likewise, such easements are also reserved to the Developer for the development of adjacent lands not part of the Condominium Property, which is or may be a part of Garden Lakes. Neither the unit owners nor the Association shall interfere in any way with such completion and sale. Pursuant to Section 6.7, Developer reserves unto itself, its successors and assigns, the right to grant easements over any of the common elements to be used for or in connection with any other Component Community within Garden Lakes, or as part of the Common Property or any Community Service System operated by the Community Association.

For as long as there are any unclosed units within Garden Lakes, Developer and its designee shall have the right to use any units and common elements in order to establish, modify, maintain and utilize, as it deems appropriate, model apartments and sales and other offices. Without limiting the generality of the foregoing, Developer and its designee may show model units and the common elements to prospective purchasers and tenants of units, erect on the Condominium Property signs and other promotional material to advertise units for sale or lease and take all other action helpful or useful for sales, leases, promotion and administration of the Condominium and the Garden Lakes project.

6.9 Adjacent Property: Easements for access, ingress, egress, utilities and drainage are hereby reserved over the private roads of this condominium, and over the utility and drainage easements located herein or otherwise reserved herein to provide access, utilities and drainage to properties adjacent to Garden Lakes that are not a part of Garden Lakes, but which could become a part of Garden Lakes pursuant to Section 2.2(a) of the Covenants.

6.10 Trees: Easements shall exist for the continued existence, growth, maintenance, repair and replacement of trees and other natural plant life, including the canopy and root system, throughout the Condominium Property, whether such tree is located in whole or in part within the Condominium Property, or within an adjacent Component Community of Garden Lakes or upon Common Property of Garden Lakes. No trees primarily located within a given unit may be removed without the consent of the Association, unless such tree is diseased.

ARTICLE VII. Survey, Plot Plan and Graphic Description:
There is attached hereto and made a part hereof a survey, plot plan and graphic description showing the units, common elements and, in some instances, limited common elements, their location and approximate dimensions which, together with this Declaration, is in sufficient detail to identify the units, common elements and limited common elements. Each such Exhibit is or shall be certified to as required by the Condominium Act. Substantial completion shall be deemed to exist at such time as the surveyor can physically locate and identify unit and common element boundaries as above provided, and said certificate shall not necessarily imply that all Permitted Improvements have been constructed to completion. Certification of substantial completion of Permitted Improvements may be made either by certificate attached to or forming a part of an amendment to this Declaration or by certificate attached to a deed from Developer to a purchaser of a unit, attesting to the substantial completion of such Permitted Improvement. If at any time the actual physical location of any unit, Permitted Improvement, building or other improvement or easement does not completely coincide with the location, dimensions, configuration, size or relative location thereof as reflected on Exhibit A, or amendments thereto, then the actual physical location shall control, and any such variance shall not be deemed inconsistent with this Declaration and shall fall within the easement provisions of Article VI.

ARTICLE VIII. Undivided Shares in the Common Elements:
Each unit shall have as an appurtenance thereto an equal, undivided share in the common elements.

ARTICLE IX. Percentage and Manner of Sharing Common Expenses and Owning Common Surplus: Each unit and unit owner shall be responsible for the common expenses and own the common surplus in percentages equal to the undivided shares in the common elements from time to time existing, as determined pursuant to Article VIII.

ARTICLE X. Limited Common Elements: The air-conditioning and heating equipment and systems described in Section 5.8, shall be limited common elements appurtenant to the unit to which they are adjacent or serve. Any fenced or other enclosed garden areas or courtyards adjacent to units shall be limited common elements for the exclusive use of the unit to which they are contiguous. If a paved driveway connects a unit with a private road, the paved driveway, as built originally or as rebuilt or relocated, is and

shall be a limited common element reserved for the exclusive use of the unit to which it is contiguous and serves. Limited common elements established by construction shall exist as appurtenances, whether or not they are graphically depicted on an exhibit hereto. The exclusive right of use of each such limited common element shall pass as an appurtenance to the unit to which it is appurtenant, whether specifically mentioned or not, and the right to use such limited common element may not be separated from the unit to which it is appurtenant.

ARTICLE XI. Maintenance, Alterations and Improvements:
Responsibility for the maintenance of the Condominium Property and limitations upon its alteration and improvements shall be as provided herein:

11.1 Common Elements and Limited Common Elements: The maintenance, repair and replacement of the common elements, other than limited common elements, shall be the responsibility of the Association, and the expense connected therewith shall be a common expense, except as herein otherwise provided. Any items, improvements or installations, deemed limited common elements pursuant to Article X shall be maintained, repaired and replaced by the owner of the unit to which such limited common elements are appurtenant, at his expense, except as may be provided in Section 11.3.

11.2 Units: The maintenance, repair and replacement of the units, including Permitted Improvements located thereon, shall be the responsibility of the unit owner, at his sole expense, except as provided in Section 11.3. The responsibility of the unit owner shall include, but not be limited to all surfaces, structures, fixtures, equipment, installations, devices, appliances and internal utility services forming a part of the unit or located within the unit boundaries, except as provided in Section 11.3.

11.3 Maintenance of Units by the Association: The Association shall have responsibility for the maintenance, repair and replacement of certain parts of the units and Permitted Improvement as provided in this section.

(a) **Lawns and Landscaping:** The Association shall maintain, repair and replace the lawn and landscaping within the units, but outside the exterior walls of the permitted improvements, excluding, however, any landscaping within a substantially enclosed courtyard or terrace.

(b) **Exterior Surfaces:** The Association shall maintain the exterior surface of the structural walls of the Permitted Improvements, including decorative or functional shutters, walls or fences, exterior surface of outside doors, facia, soffits and eaves. The Association's responsibility is limited to periodic cleaning, painting and staining of such exterior surfaces, and the making of routine minor repairs associated with such periodic cleaning, painting and staining.

(c) **External Utility Services:** The Association shall also be responsible for the maintenance, repair and replacement of all installations, equipment, fixtures, devices and appliances for the furnishing of external utility services that may be located within a unit but which serve any part of the Condominium Property other than the unit within which such facility is located.

(d) **Limitation:** Nothing contained herein shall obligate the Association to maintain the interior of any exterior walls, doors, windows, glass in windows or doors, screens, roofs or any conduit, duct, plumbing, wiring or other facility for the furnishing of internal utility services to a unit, all of which shall be the responsibility of the unit owner under Section 11.2.

All costs of the Association carrying out its maintenance responsibilities under this Section shall be a common expense. As a

guide to the interpretation of this Section, and the resolution of any dispute between a unit owner and the Association hereunder, it is the purpose of this Section to assure to all unit owners that all visible portions of the units and the Permitted Improvements thereon shall be maintained in a uniform manner in a good state of repair, thereby better assuring the attractiveness and value of the Condominium Property as a whole. This Section is predicated upon the belief that such level of maintenance can best be assured if it rests with the Association as a common expense. It is not the purpose hereof, however, to relieve the unit owner of his underlying responsibility for maintenance of the Permitted Improvements located upon his unit except as may be herein specifically provided.

11.4 Incidental Damage: Any damage to any unit caused by or a result of, the carrying out of the maintenance responsibilities of the Association, or the negligence thereof, shall be repaired promptly by the Association as a common expense. Any damage to any part of the common elements or any unit caused by or the result of any intentional or negligent act of a unit owner, his family, agents, contractors, invitees or licensees, or by such unit owner in carrying out his maintenance responsibilities shall be repaired promptly at the expense of such unit owner.

11.5 Failure to Maintain: The Association and its agents may enter any unit upon reasonable notice and during reasonable hours to inspect such unit, and if a unit owner has failed to maintain or repair or reconstruct his unit or Permitted Improvements as required hereby, after notice the Association may perform such maintenance and make such repairs or reconstruction that the unit owner has failed to perform and make. All costs of such maintenance, repairs or reconstruction shall be assessed to the particular unit owner as a special assessment and may be collected and enforced in the same manner as any other assessment. Until so collected, such costs shall be treated as a common expense. The Association may, in its discretion, establish uniform levels of maintenance and upkeep for units and Permitted Improvements, and may rely upon such standards in carrying out its responsibilities hereunder. Without limiting the generality of the foregoing, the Association may require unit owners to have roofs cleaned periodically as needed, and driveways sealed. Any unit owner aggrieved by a decision of the Association to proceed under this section may, after receipt of notice from the Association of its intent to proceed, appeal same to the Architectural Review Committee, whose decision shall be final. Failure to appeal within ten (10) days of receipt of such notice shall be deemed a waiver of objections and consent to the performance of such maintenance and repair by the Association, and consent to the assessment of the cost thereof.

11.6 Alterations and Improvement:

(a) **To Common Elements and Limited Common Elements:** After the completion of the improvements included in the common elements and limited common elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no substantial alteration or further improvement in the common elements or limited common elements without the approval in writing of the owners of not less than 75% of the units in the Condominium. Any such alteration or improvement which is so approved by such requisite majority of owners as provided herein shall not interfere with the rights of any unit owner, without his specific consent. No portion of the cost of such alteration or improvement shall be assessed against any unit owner who did not approve of such alteration in writing. The total cost of any such alteration or improvement so approved shall be assessed against and paid by those unit owners who approved of such alteration or improvement, in proportion to their ownership interests under Article VIII. Any alteration or improvement made under the provisions of this section shall not result in any change in the undivided interests or rights of the unit owners in the common elements, notwithstanding non-contribution by certain unit owners to such alteration or

improvement. Nothing contained in this section shall be deemed to require such written consent for maintenance, repair or replacement of existing common element facilities and improvements, nor shall the provision hereof extend to betterments, as provided in the By-Laws. Notwithstanding the non-liability of owners not approving of such alterations or improvements for the cost of same, all unit owners shall be liable for the common expense of maintenance of the common elements as so altered or improved, whether or not they approve of the alteration or improvement. Unit owners shall not enclose, paint or otherwise decorate, alter, landscape or change the appearance or structure of any part of the common elements and limited common elements except as may be herein specifically authorized.

(b) To the Units: Except as otherwise reserved by the Developer, no unit owner shall make any alteration or improvement to his unit except in accordance with this section. A unit owner may make alterations and improvements to the interior of the Permitted Improvements located upon his unit, so long as such alterations or improvements do not impair the structural integrity of the Permitted Improvements. A unit owner may not expand, enlarge, relocate or add to the Permitted Improvement originally located upon his unit. Any other alterations or improvements to a unit may be made only if prior approval in writing is obtained from the Association in accordance with the Architectural Review Provisions hereof. If an owner has received written approval, then the unit owner may make such alteration or improvement at his sole expense, provided that all work shall be done solely in accordance with such approval and without disturbing the rights of other unit owners or the Association, and provided further that all alterations or improvements shall be in compliance with all existing and applicable governmental codes and regulations, and does not cause any increase in any insurance premium to be paid by the Association.

11.7 Fences: The exterior of fences enclosing courtyards shall be maintained and repaired or restained routinely by the Association as a common expense in the same manner as the exterior surface of Permitted Improvements. Responsibility for the structural repair, maintenance and replacement of such fences shall rest with the unit owner whose courtyard is enclosed thereby. The unit owner may decorate the portion of any such fence so long as it does not interfere or affect the appearance of such fence from the outside, its structural stability or integrity.

ARTICLE XII. Assessments: The Association shall have the authority to make, collect and enforce assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws:

12.1 Common Expenses: Each unit owner shall be liable for a share of the common expenses, as provided in Article IX. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and shall establish assessments against unit owners to meet such estimate. Should the Association, through its Board of Directors, determine at any time that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional or supplemental assessments to meet such needs and obligations of the Association. Common expenses may include amounts attributed or apportioned to the Condominium pursuant to this Declaration.

12.2 Special Assessments: The Association, through its Board of Directors, may from time to time levy special assessments against units. Such special assessments may include, but shall not be limited to, assessments against individual unit owners for costs and expenses incurred by the Association in fulfilling obligations of such unit owner as provided herein. Special assessments may also include alteration or improvements to the common elements, approved as provided in Article XI, costs of repair and reconstruction as

provided in Article XVI, and may include substantial, non-recurring items of expense incurred or to be incurred by the Association for maintenance, repair or replacement that is the responsibility of the Association, or for betterments, or any other item of cost or expense for which collection by special assessment is provided herein. Special assessments may also include amounts due the Association from unit owners for services or materials requested by the unit owner and purchased through the Association on behalf of those unit owners requesting such service or material.

12.3 Reserves: As part of its authority to make assessments, the Association, through its Board of Directors, may establish reasonable contingency reserves for the protection of the members and the Condominium Property including but not limited to reserves for replacements and repair, operating reserves to cover deficiencies in collection and otherwise.

12.4 Payment of Assessments: Ordinary, regular or annual assessments for common expenses shall be established annually, and be due and payable quarter-annually in advance on the first day of January, April, July and October of each year. All additional, supplemental or special assessments shall be payable in such installments and at such times as may be fixed by the Association at the time of the establishment of such assessment amount. All assessments and installments thereof paid on or before ten days after the day on which same shall become due shall not bear interest, but all sums not so paid within such ten day period shall bear interest from the date originally due until paid at the rate of 15% per annum. All payments on account shall be applied first to interest, and then to the assessment payment first due. If any assessment or installment thereof remains unpaid thirty days after the same shall become due, the Board may declare the entire remaining amount of such annual assessment or supplemental or special assessment, as the case may be, due and payable in full as to the delinquent unit owner.

12.5 Lien for Assessment: The Association shall have a lien against each Condominium parcel for any unpaid assessments, with respect thereto, or against the unit owner thereof, and for interest thereon, as provided by the Condominium Act. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording a claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, in the Public Records of Manatee County, Florida, and said lien shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a record satisfaction of such lien. Liens for assessment may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien. If an institutional first mortgage shall obtain title to a unit as a result of a foreclosure of a first mortgage, or as a result of a conveyance in lieu of foreclosure of such first mortgage, then such institutional mortgagee shall not be liable for assessments pertaining to such unit or Condominium parcel which became due prior to the acquisition of title by said institutional mortgagee, except for such assessments as are secured by a claim of lien recorded prior to the recording of such institutional mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expense collectible from all unit owners including the person or institution acquiring title to such unit through such foreclosure or a conveyance in lieu of such foreclosure, its successors and assigns. Nothing contained herein shall relieve a unit owner from responsibility for such unpaid share for the period of time he owned such unit, and same may be collected by suit for damages. An institutional mortgagee acquiring title to

a Condominium parcel as a result of a foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, be excused from the payment of the share of expenses and assessments attributable to such unit, whether or not such parcel be occupied.

12.6 Developer's Obligation to Pay Assessments: Except as provided in Section 12.5 and in this section, no unit owner may be excused from the payment of his proportionate share of the common expenses and other assessments, unless all unit owners are likewise excused from such payment. As authorized by Section 718.116(8)(b) of the Condominium Act, the Developer or its successors in interest as Developer, shall be excused from the payment of its share of common expenses for those units owned by it and in all other respects during the period of time that it shall guarantee the assessment for common expenses of the Condominium (imposed upon unit owners other than Developer) shall not increase over a stated amount per month per unit, and obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at guaranteed levels receivable from other unit owners. Developer's guarantee of assessments as aforesaid shall commence upon recordation of this Declaration and shall terminate when control of the Association is relinquished in accordance with Section 14.3. Developer's guarantee shall be applicable to assessments made under Sections 12.1 and 12.2 of this Declaration, except such guarantee shall not relieve a unit owner from liability for any special assessment for betterments or improvements to which such unit owner has consented, or for services or materials for which he has subscribed or for liabilities or obligations such unit owner has failed to meet and for which a special assessment may be assessed..

12.7 Certificate of Unpaid Assessments: Any unit owner has the right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his unit. The Association shall, as part of its review procedure for the transfer of units pursuant to Article XXI, automatically include such certificate when issuing any approval. The Association may condition approval to the transfer unit upon the payment of any delinquent assessments with respect to such unit.

ARTICLE XIII. Association: The operation of the Condominium shall be by Garden Lakes Village 2 Association, Inc., a corporation not-for-profit under the laws of Florida, herein called the Association. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit B, a copy of the By-Laws of the Association is attached hereto as Exhibit C.

13.1 Membership in Association: Each unit owner shall be a member of the Association, and no one who is not a unit owner shall be a member of the Association. Each unit owner agrees that he shall accept membership in the Association and agrees to be bound by this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules and regulations enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership of a Condominium parcel, and may not be transferred separate and apart from a transfer of ownership of the unit. Membership shall likewise automatically terminate upon a sale or transfer of the parcel, whether voluntary or involuntary.

13.2 Voting Rights: Each unit owner is entitled to one vote in the Association. Voting rights and qualifications of voters are more fully set forth in the Articles and By-Laws.

13.3 Authority: The Association shall have all of the powers and authority reasonably necessary to operate the Condominium in accordance with this Declaration, the By-Laws and Articles of Incorporation of the Association, as they may be from time to time amended. The Association shall also have all of the powers, authorities and duties of an Association as set forth in the Condominium Act.

13.4 Limitation Upon Liability of Association:

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by latent conditions of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

13.5 Relationship to Community Association: This Condominium is a Component Community of Garden Lakes, pursuant to the Covenants, and each owner of a unit in this Condominium is a member of the Community Association. The Community Association has certain authority and responsibilities set out in the Covenants, including but not limited to the maintenance of Common Property for which the Community Association may establish assessments and shall have a lien upon each unit in this Condominium. This Condominium, however, is and shall remain an independent Component Community of Garden Lakes, and shall be managed and operated by the Association. As provided in the Covenants, and the Articles and Bylaws of the Community Association, the voting rights of the owners of units in this Condominium in the Community Association shall be irrevocably delegated to the Board of the Association, and the members of the Board of the Association shall represent the owners of units in this Condominium at all meetings of the members of the Community Association. As to matters for which a direct vote of all members is required or requested under the Covenants, Articles or By-Laws of the Community Association, the matter shall be submitted to the members of this Association in a satellite meeting, and to each Association operating a Component Community of Garden Lakes, for a vote. The votes actually cast in the numbers cast for and against any proposition shall be binding upon the Board, and shall be reported to and voted in the meeting of the Community Association as such positive and negative votes in the numbers actually voted. In all other matters the members of the Board, as delegate members of the Community Association, shall be free to vote the number of votes that the owners in this Condominium have in the Community Association as they may determine.

ARTICLE XIV. Rights of Developer: Notwithstanding the general provisions of this Declaration, the Developer and its successors or assigns as such Developer, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Condominium and Garden Lakes. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer, but shall not be deemed exclusive.

14.1 Construction and Maintenance: The Developer, its designees, contractors, successors and assigns, shall have the right in its and their sole discretion from time to time to enter the Condominium property and to take all actions necessary or convenient for the purpose of completing construction and development of the Condominium, and any all parts thereof, or to make any Permitted Improvements to the units allowable or contemplated hereby, and to carry out necessary repair, maintenance and replacement that may be the responsibility of the Developer or of the Association, if the Association fails to do so, or for the purpose of the construction and completion of Garden Lakes, provided that such activity is conducted in a reasonable manner at reasonable times and does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment of the unit owners of the Condominium Property.

14.2 Use and Sale of Units: As provided in Section 12.6, Developer is exempt from the payment of assessments under the conditions therein provided. Notwithstanding anything contained in this Declaration to the contrary, Developer shall have the authority to sell, lease or rent units to any persons approved by it, without approval of the Association to such transfer. Developer also reserves the right to retain, or sell and lease back, and use as sales offices, promotion and developmental offices and models any units, common elements and limited common elements retained or owned

by it, or the use of which has been reserved by the Developer by contract or otherwise. Developer shall have the right to transact on Condominium Property any business necessary to consummate the development of the Condominium and sale of units, including the right to have signs and employees in Developer offices and to use the common elements to show the Condominium Property. The sales office, signs and all other items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. Developer's rights hereunder shall continue so long as it, or its successors or assigns, is actively developing Garden Lakes.

14.3 Control of Association: Developer reserves the right to maintain control of the Association under the Condominium Act and in accordance with this section. Unit owners other than developer shall be entitled to elect not less than a majority of the members of the Board upon the earliest to occur of the following events:

(a) Three years after fifty percent (50%) of the units that will be operated by the Association have been conveyed to Purchasers; or

(b) Three months after ninety percent (90%) of the units that will be operated by the Association have been conveyed to Purchasers; or

(c) When all units that will be operated by the Association have been completed, some of them have been conveyed to Purchasers and none of the others are being offered for sale by Developer in the ordinary course of its business; or

(d) When some of the units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of its business.

Developer reserves the right to transfer Association control to unit owners at any time. Provisions for the right of unit owners to elect members of the Board while the Developer is in control, and provisions relating to Developer's right to designate members of the Board after it has relinquished control as set forth in the By-Laws.

14.4 Amendments to Declaration and Other Documents:

Developer reserves the right to amend this Declaration, the Articles or By-Laws of the Association, to correct scrivener's errors in such documents or errors in the exhibits or to amend exhibits hereto to conform to post construction survey of the common elements and units, such amendments to be made without the necessity of joinder therein by any unit owners, the Association or the holder of any mortgage or other lien on any part of the Condominium Property. Amendments that contain exhibits revised to conform to post construction surveys need not contain the joinder of the owners of affected units and liens thereon if such post construction, or "as-built" surveys only reflect a non-substantial adjustment in the location, configuration or size of one or more buildings or the concomitant alteration of common elements. Until such time as Developer has transferred complete control of the Association to the members pursuant to Section 14.3, Developer may amend this Declaration, the Articles and the By-Laws in any manner not expressly prohibited herein or by the Condominium Act without approval of the Association, any unit owners or any mortgagee or other lien holder, provided that such amendment does not, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of unit owners who do not consent in writing. Execution and recording of any amendment by Developer pursuant hereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of unit owners who did not join in or consent to such execution, and any such amendment shall be effective unless subsequently rescinded. Such amendments may alter the location, configuration or size of any unit if the record owner of such unit and any liens thereon joins in

the execution thereof. No such amendment shall, however, change the configuration or size of any unit not owned by Developer in any material fashion, or materially alter or modify the appurtenances to any unit not owned by Developer, or change the percentage by which the owners share the common expense and own the common elements except with the consent of all affected unit owners of record and all record owners of mortgages or liens thereon. Such amendment by Developer shall be in addition to the authority granted the Board to amend pursuant to Section 24.5. Any ownership interest, mortgage or other interest in any unit shall attach to such unit as same may be relocated, reconfigured or resized by amendment pursuant hereto without the necessity of any modification or correction of such mortgage or other instrument creating such interest, and the mortgage, ownership or other interest shall attach solely to the unit as so relocated, reconfigured or resized without the necessity for any conveyance or release of any interest as to those portions of the Condominium Property within the unit as previously located, configured or sized.

14.5 Right of Transfer: Developer reserves the right to transfer to the Community Association as Common Property thereof, or as a Community Service System, any private roads, streets, drives, paths, rights-of-way or easements shown on Exhibit A, as it may be amended, forming a part of the Condominium Property and used by the unit owners of this Condominium and owners or residents of units within Garden Lakes for a period of seven (7) years from the date of recordation of this Declaration. In addition, Developer may transfer and grant to the Community Association all such easements, licenses, rights, reservations, uses, equipment, facilities, fixtures, appliances, equipment and installations located within the Condominium Property that may be reasonably used or useful as Common Property or as a part of a Community Service System operated by the Community Association pursuant to the Covenants, such rights to exist for a period of seven (7) years from the date of recordation of the Declaration. Such rights shall be paramount to the rights of the Association, the unit owners and the owners of any mortgage or other lien on any part of the Condominium Property, and Developer, its successor and assigns, may execute such instruments as may be necessary or desirable to effect such transfer or designation as Common Property without the joinder or consent of the Association, any unit owner or any such mortgagee or lien holders.

14.6 Other Reservations: Developer reserves any other rights, privileges, immunities and exemptions provided it by the terms of this Declaration, the Articles or By-Laws of the Association or the Condominium Act.

14.7 Non-Amendment: This article shall not be amended without the written consent of the Developer, so long as Developer holds any units for sale, nor shall Section 14.5 be amended without such consent until seven (7) years after the date of recordation of this Declaration.

ARTICLE XV. Insurance: Insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the unit owners shall be governed by the following provisions:

15.1 Authority to Purchase: The Association shall have the authority and the responsibility to insure the common elements and limited common elements. The Association shall have the authority as herein provided to insure the units and Permitted Improvements located thereon and therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees, as their interest may appear. The named insured shall be the Association individually, and as agent for the unit owners without naming them, and as agent for their mortgagees. All premiums and charges for insurance which the Association is authorized or directed to acquire pursuant to this Declaration shall be deemed a common expense.

15.2 Responsibility of Unit Owners: Each unit owner shall be responsible for casualty and liability insurance, at his own expense, upon his unit and the improvements located therein, and upon his personal property and living expenses, and no such insurance shall be provided by Association or be the responsibility of the Association, except as provided in Section 15.3(b).

15.3 Responsibility of the Association:

(a) Common Elements: The Association shall obtain and pay for, as a common expense, casualty insurance upon all buildings and improvements included within the common elements in an amount equal to the insurable replacement value, and coverage for all personal property included within the common elements in an amount equal to its insurable replacement value, all as shall be determined annually by the Board of Directors of the Association. The Association shall also insure tangible personal property owned by it. Coverage shall afford protection against loss or damage by fire or other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings and improvements and property similar in construction, location and use as those covered by the Association, including but not limited to, vandalism, and malicious mischief. In addition, the Association shall obtain and pay for, as a common expense, public liability insurance coverage for the common elements and limited common elements of the Condominium, in such amounts and in such coverage as may from time to time be determined by the Board of Directors of the Association. Such policy or policies shall have cross liability endorsements to cover liabilities of the unit owners as a group to a unit owner. The Association shall also carry workman's compensation insurance in an amount sufficient to meet the requirements of Florida law, and such other insurance in such other amounts as the Board of Directors shall from time to time determine to be desirable.

(b) Permitted Improvements: Notwithstanding that Permitted Improvements are located within units, because there is a community of interest within the Condominium to assure to all unit owners that proper insurance is maintained with respect to the Permitted Improvements, the Association shall have the exclusive authority and responsibility as herein provided to obtain casualty insurance upon the Permitted Improvements. Such authority is deemed necessary to assure to each unit owner that the Permitted Improvements which he owns will be adequately insured, and that all Permitted Improvements can and will be reconstructed or rebuilt in accordance with the original development plan after damage, so that the value and appearance of the units within the Condominium will be continued and enhanced. Accordingly, the Association shall purchase and keep in force, as agent for the unit owners and their mortgagees, casualty insurance covering the Permitted Improvements in the Condominium. Such insurance, which may be in the form of one or more master policies or individual policies on each structure, or any combination thereof, shall be in a company or companies authorized to do business in Florida and in good standing with the State of Florida, as selected from time to time by the Board. Such insurance shall afford protection against loss or destruction by fire, or other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the Permitted Improvements, including but not limited to, vandalism and malicious mischief and other types of insurance that may from time to time be required to obtain institutional financing. The casualty insurance obtained by the Association for the Permitted Improvements shall insure all items deemed a part of the building under Section 718.111(9)(b) of the Condominium Act as it presently exists. Such hazard insurance shall also include any portions of internal utility services physically located outside a Permitted Improvement, whether within or without a unit, and those portions of air conditioning and heating systems serving the Permitted Improvements, wherever located. Such casualty insurance obtained by the Association for

the Permitted Improvements need not, however, insure carpet, appliances, cabinetry or interior finish of the Improvements, unless the Board deems it in the best interest of the unit owners. The Board shall advise unit owners from time to time of the elements of the Permitted Improvements, if any, which are not insured by the Board. The Association shall not insure personal property or living expenses or public liability insurance with respect to the Permitted Improvements, all of which shall be the responsibility of the unit owner as provided in Section 15.2. All such insurance obtained by the Association shall be in an amount equal to the maximum insurable replacement value of each Permitted Improvement and be for the benefit of the Association, the unit owners owning an interest in such Permitted Improvement and their mortgagees, as their interests may appear. The premiums and charges for such insurance shall be paid by the Association as a common expense.

Each unit owner shall have the right, at his expense, to secure insurance against casualties not covered by policies obtained by the Association and to require that the Association obtain on his behalf coverage in amounts greater than that obtained by the Association, subject to the maximum limitations imposed by the insurance company or companies writing such insurance. The Association shall notify each unit owner on or before each renewal date of the company or companies, hazards covered and amount of insurance with respect to the improvements to his unit, and shall furnish the unit owner with the policy or policies, or a duplicate thereof, or certificate of such insurance. At any time upon written request of a unit owner, the Association shall obtain increased limits as herein provided and limited, and the additional cost thereof shall be billed to and collected from the unit owner as a special assessment.

15.4 Association as Agent: The Association is irrevocably appointed agent for each owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided that no claims relating to any damage or destruction to a Permitted Improvement for which the Association has purchased insurance pursuant to Section 15.3(b) shall be settled without the written consent of the unit owner or owners whose Improvements have been damaged or destroyed and the owners of any institutional mortgages thereon. The Association may adjust claims against it covered by insurance policies purchased by the Association; provided, however, that no liability claims in which there is liability asserted against any one or more unit owners shall be settled without the consent of such unit owner or owners.

15.5 Mortgagees: So long as any institutional mortgagee shall hold a first mortgage upon a unit in the Condominium, the primary institutional first mortgagee shall have the right to obtain and pay for such policies and shall thereupon be subrogated to the assessment and lien rights of the Association for the premiums so paid. This section shall be construed as a covenant for the benefit of, and may be enforced by, any institutional mortgagee. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property encumbered by said mortgage waives the right to such proceeds, if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing contained herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amount actually used for repair, replacement or reconstruction of the property subject to the mortgage be distributed to the mortgagee and the unit owner as their interest may appear. The owner and the holder of any institutional first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or

replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld. Nothing contained herein shall permit such mortgagee to require such rebuilding or reconstruction that would otherwise violate the provisions of Declaration.

15.6 Payment of Proceeds: Proceeds of insurance carried by the Association pursuant to this Article shall be payable to the Association or an insurance trustee, as determined hereunder. Proceeds with respect to damage to a Permitted Improvement shall, upon written request of the owner of any unit affected or an institutional first mortgagee of any such unit, or at the election of the Association, be paid to an insurance trustee in accordance herewith. The insurance trustee shall be an institution possessing trust powers having an office in Manatee County, Florida, which shall be selected by the Board. Proceeds shall be held by the Association or insurance trustee, as the case may be, in trust for the benefit of the Association, affected unit owners and mortgagees as their interest may appear, and shall be used and disbursed in accordance with Section 15.7. The insurance trustee shall not be liable for payment of premiums nor for the renewal or sufficiency of the policies or the failure to collect any insurance proceeds. The duties of the insurance trustee shall be only to receive such proceeds as are paid and transferred to it, and hold and disburse same in accordance herewith.

15.7 Disbursement of Proceeds: Insurance proceeds received by the Association or an insurance trustee shall be used first to pay the expenses and charges of the insurance trustee, if any, and then to defray the cost of repairing, rebuilding and reconstructing the damaged portions of the Condominium, including Permitted Improvements, as provided by Article XVI. Any proceeds remaining after defraying such costs shall be distributed to the unit owners and their mortgagees as their interest may appear. It shall be sufficient for any such surplus to be paid jointly to such unit owner and his mortgagee. In making any disbursement hereunder to unit owners and their mortgagees, the insurance trustee may, in the absence of written notice to the contrary, rely upon a certificate of the Association made by one of its executive officers and attested by another officer as to the names of the unit owners, their mortgagees and their respective shares of the distribution and any liens or other charges of the Association against such shares. The provisions of this section shall be Covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

ARTICLE XVI. Reconstruction or Replacement: If any Permitted Improvements are substantially damaged or destroyed, it is the obligation of the owner of the unit or units upon which the damage Permitted Improvements are located to repair, rebuild or reconstruct the Permitted Improvements as soon after the casualty as practical. All repair, replacement and reconstruction must be in substantial conformity with the original plans, dimensions, location, materials, design and appearance of the damaged or destroyed Permitted Improvements. Such repair, replacement or reconstruction must be in accordance with plans and specifications approved pursuant to Article XVII, and must result in a structure substantially the same in size, location and appearance as the Permitted Improvement that was damaged or destroyed.

16.1 Variances. With approval of the Architectural Review Committee, a unit owner may rebuild with a different interior floor plan from that originally located on the unit, and the plans and specifications may vary to conform with new provisions of applicable building codes, take advantage of new materials not inconsistent with the character of the Condominium, and exhibit minor deviation from the original structure, so long as the intent of the Declaration is not violated.

16.2 Liability For Assessments: Notwithstanding damage or destruction of the improvements to a unit, the unit owner shall remain liable to the Association for all assessments in connection

with such unit. Such liability shall continue unabated, even though such unit is not fit for occupancy or habitation or even though Permitted Improvements to such unit have not been reconstructed. In addition to liability for other assessments, such unit may be liable for special assessments in connection with said unit in accordance with the provisions of this Article. In connection with any reconstruction or repair undertaken by the Association pursuant to this Article, the Association may, if the Board deems it advisable, borrow funds to complete such work, and assign as collateral therefor the assessment and lien rights of the Association with respect thereto and, if the Association has purchased a unit, grant a mortgage on such unit to secure a loan advanced for such purposes.

16.3 Removal of Debris: As soon as practical after damage or destruction, the unit owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the unit no later than 30 days after the date upon which the casualty occurred. Provided, however, that nothing shall be removed that will violate the provisions of Section 6.7.

16.4 Obligation to Rebuild: If any Permitted Improvement is substantially damaged or destroyed, it is the obligation of the owner or owners of the unit on which said Permitted Improvement is located, to repair, rebuild or reconstruct such Permitted Improvements in accordance with this Article. For the purposes of this Declaration, the term "substantially damaged" and similar terms shall mean that damage has occurred to such an extent that it is visible from the exterior of the improvements; it has weakened or damaged load bearing walls or otherwise impaired the structural integrity or stability of the improvement; the building is no longer weather tight; the improvement is not habitable; or the damage is sufficient to make the improvement in violation of applicable governmental housing codes. In all events, an improvement shall be deemed substantially damaged if the estimated cost of rebuilding, repairing or reconstructing such improvement exceeds 14% of the replacement value of such improvement. In the event of any dispute over whether or not there has been substantial damage, the Association shall have the right to make or cause to be made an inspection, and the Architectural Review Committee may make a determination that such substantial damage has occurred, which determination shall be final except for the appeal procedure provided in Section 17.5

If the unit owner does not effect such restoration within the time limits hereafter set forth, the Association has the right and obligation to restore or complete the restoration of such Permitted Improvements. The cost of such restoration shall be paid first from the proceeds of insurance received with respect to such improvement, and to the extent such proceeds may be insufficient, by the unit owner. Upon failure of the unit owner to provide additional funds needed to complete such restoration, the Association shall provide such funds and collect all amounts so paid by special assessment against the unit and unit owner. If the Association restores an improvement it shall effect such restoration so that the restored structure is substantially identical to the one damaged or destroyed, except that the Association shall not replace any items which are not covered by insurance. If a unit owner commences restoration under plans approved under Article XVII, but fails to complete restoration, then the Association shall complete restoration according to the approved plans and specifications submitted by the unit owner.

16.5 Failure to Rebuild: A unit owner shall, within 30 days of the date of the casualty notify the Board in writing of his intention to rebuild or reconstruct. Failure to so notify shall be deemed evidence of such unit owner's intention not to rebuild or reconstruct. Such unit owner shall initiate architectural review for such rebuilding or reconstructing within 30 days after such notification, and shall commence rebuilding or reconstruction within

60 days after final approval and prosecute same to completion. If for any reason the unit owner does not initiate Architectural Review, commence or diligently pursue rebuilding or reconstruction within the time limits established by this section, then he shall be deemed to have elected not to rebuild and the Association shall have the rights and duties hereinafter specified.

16.6 Association Rights and Responsibilities: If a unit owner shall fail to comply with any of the provisions of this Article, whether concerning the removal of debris, a restoration of improvements or otherwise, then the Association may perform such acts as are the responsibility of the unit owner, and the cost of same as to the extent insurance proceeds are not available shall be treated initially as a common expense, but charged against the unit owner as a special assessment, collectable and enforceable by lien and otherwise as generally provided for assessments. Restoration by the Association shall be as otherwise provided in this Article. In addition, as provided in Section 16.2, the unit owner shall remain responsible for all other assessments in the same manner as if such damage or destruction had not occurred. The Association shall have the right, but not the obligation, to purchase the unit so damaged from the unit owner, to hold it for a reasonable period of time, to resell it, and to cause the improvements thereon to be rebuilt or reconstructed in compliance with the terms of this Declaration, and then to resell such unit. During the time that the Association shall own the title to any such unit, the assessments attributable to such unit shall be paid by the Association as a common expense of all units.

16.7 Extensions of Time: Upon written application of a unit owner, any of the time periods set forth in this Article may be extended by the Board of Directors for good cause shown; provided, however, that the aggregate extension of time permitted hereby shall in no event exceed 90 days.

ARTICLE XVII. Architectural Review: Although the units in the Condominium are in land, each unit has Permitted Improvements upon it, the design and construction of which are fundamental to the character of the Condominium. In order to assure that the architectural character and quality of the Condominium is continued, any unit owner desiring to make any significant alteration to his unit or Permitted Improvements must do so only in strict accordance with approvals granted after Architectural Review. Architectural Review shall be applicable as provided in this Article, and where otherwise provided in this Declaration.

17.1 Architectural Review Committee: For the purposes of carrying out the Architectural Review process, there is hereby established an Architectural Review Committee. The Architectural Review Committee shall consist of not less than three nor more than seven members, and shall initially consist of three (3) persons. Each member of the Architectural Review Committee shall be appointed by the Board. A member of the Board, and if the Board determines it may also be a member of the Board, and if the Board determines it may sit as the Architectural Review Committee. Members of the Architectural Review Committee shall serve for terms established by the Board. Until the Developer transfers control of the Association to the unit owners, the Developer shall serve as the Architectural Review Committee. The composition of the Committee, procedures for selection of chairman and other matters internal to the operation of the Architectural Review Committee shall be as provided by the By-Laws.

17.2 Architectural Standards: The Architectural Review Committee may, from time to time, adopt and promulgate architectural standards for the Condominium community. The architectural standards may not be contrary to the provisions of this Declaration or the By-Laws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Condominium. All architectural standards shall be adopted and applied on a uniform basis, and may

be revised or expanded from time to time to take cognizance of new materials, techniques and proposals.

17.3 When Architectural Review Required: Architectural review shall be required in each of the following circumstances:

(a) Alteration: Whenever any alteration or improvement to a unit is proposed by a unit owner for which architectural review is mandated by Section 11.6.

(b) Maintenance: Whenever any unit owner or the Association proposes to maintain or repair a unit in any manner that will result in the application or use of materials of a significantly different type, shape, color or quality than those originally used in the unit and the improvements thereon.

(c) Reconstruction: Whenever the improvements to a unit have been substantially damaged or destroyed in whole or in part, by casualty or otherwise, and reconstruction plans and specifications are proposed under Article XVI.

(d) Other Circumstances: Whenever otherwise provided for by the Declaration, By-Laws or rules or regulations adopted pursuant thereto.

17.4 Procedure: When the Architectural Review Committee has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvement, the unit owner or Association may comply with such standards without further approval. In all other situations, there shall be submitted to the Architectural Review Committee a written application setting forth plans, colors, materials and other specifications for the activity for which Architectural Review is required. The Architectural Review Committee may request additional and supplementary information. The Architectural Review Committee shall, within 30 days after receipt of such application and additional information, either approve or disapprove, or approve in part and disapprove in part, the application. The Committee shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval, where required.

17.5 Appeal: Unless the Board is serving as the Architectural Review Committee, any person aggrieved by a decision of the Architectural Review Committee may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a Notice of Appeal in writing with the Board specifying the portions of the decision appealed. Such Notice shall be filed not later than 10 days after the date on which the decision of the Architectural Review Committee is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within 30 days, at which it may affirm, reverse or modify the decision of the Architectural Review Committee. Failure of the Board to act within such 30 day period shall be deemed a decision in affirmation of the party appealing as to the point appealed. For the purposes of this section, an aggrieved party may be the applicant or any three or more unit owners.

17.6 Rules and Regulations; Fees: The Architectural Review Committee may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for Architectural Review. In no event shall the maximum fee for any form of review exceed the sum of \$150.00.

17.7 Records: The Association, shall maintain records of all Architectural Review proceedings.

ARTICLE XVIII. Garden Lakes: This Condominium is one of a series of component communities intended to form a part of Garden Lakes. Garden Lakes is a Planned Residential Community that will be

developed in sections or stages. The entire area comprising Garden Lakes will be subject to the Covenants, which provide minimum use restrictions for the entire development and provide for a Community Association to administer and enforce the Covenants and carry out the responsibilities set forth therein. This Condominium is a part of Garden Lakes and therefore subject to the Covenants. It is not the intent of this Article to restate the Covenants, or the Articles or By-Laws of the Association. Rather this Article is intended only to summarize portions of those documents, and to outline the relationship of this Condominium and the Association to the Covenants, the Community Association and the overall Garden Lakes development.

18.1 Relationship: This Condominium is a separate Condominium established under the Condominium Act, and shall be managed and operated by the Association as herein provided. This Declaration, the Articles and By-Laws of the Association and the Condominium Act provide for the rights and responsibilities of the unit owners and the Association with respect to one another, and provide for the operation of this Condominium. This Condominium is located upon property that is subject to the Covenants, and therefore part of Garden Lakes. This Condominium is a Component Community of Garden Lakes.

18.2 Development of Garden Lakes: While Developer plans that Garden Lakes shall be comprised primarily of a mix of villas and village type condominiums, Developer reserves the right to develop Garden Lakes or any part thereof with other types of condominium developments, as sub-divisions, cooperatives or any other type of development permitted under the Covenants and by applicable governmental land use regulation. The Developer is not obligated to complete all or any part of Garden Lakes, and may modify the size, location or description of any Component Community. Lands intended to be developed as part of Garden Lakes which are not brought under the Covenants may nevertheless enjoy non-exclusive easements over property forming a part of Garden Lakes, including access over private roads located within Garden Lakes.

18.3 Restrictions: The Covenants provide minimum use restrictions for Garden Lakes. The Covenants may provide different restrictions for different portions of Garden Lakes. In addition, the documents establishing each Component Community of Garden Lakes, including this Declaration, may establish additional use restrictions applicable only to the particular Component Community.

18.4 Community Association: The Covenants provide for a Community Association to administer the Covenants and the overall planned community of Garden Lakes. The Community Association will also own, manage and operate certain Common Property for the use and benefit of all owners and residents of Garden Lakes and their guests. Each unit owner in this Condominium shall, upon acquiring ownership of a unit, automatically become a member of the Community Association, and each owner's unit shall be subject to levy of assessments by the Community Association and the right of the Community Association to place a lien on such unit in accordance with the Covenants. Each unit owner in this Condominium shall be deemed to have delegated and granted an irrevocable proxy to the Board for purposes of voting in the Community Association. It is not Developer's intent in so providing to disenfranchise owners in component communities, but rather to facilitate meetings of the Community Association by limiting active voting upon issues presented to Board Members of the associations operating component communities. The Covenants provide that upon certain matters a vote must be taken within this Condominium. In such instances the Board

must report those votes in the same numbers cast to the Community Association.

18.5 Community Association Duties: The Community Association will enforce the Covenants, own, manage and operate the Common Property and shall be responsible for the maintenance, repair and replacement of the primary recreational facilities for Garden Lakes, and shall maintain the private roads within Garden Lakes and its Component Communities. (Certain limited private roads may be located in Garden Lakes. Limited private roads shall, if so designated in the Component Community documents, be maintained by the Association operating the Component Community in which such limited private road is located. All roads shall be deemed private roads unless specifically designated limited private roads.) The Community Association shall likewise be responsible for storm water management throughout all Garden Lakes, including this Condominium, and certain rights, easements and licenses are reserved herein in favor of the Community Association and in favor of Developer, some of which may be assigned or transferred to the Community Association. The Community Association may also establish additional systems designated Community Service Systems under the Covenants, which shall be broadly construed and include materials, services and systems beneficial to all of the owners and residents of Garden Lakes. Certain Community Service Systems, such as storm water management, recreational facilities, roads, utility easements and street lighting shall be operated and furnished by the Community Association on a mandatory basis. Other Community Service Systems may be offered on a voluntary basis either to individual unit owners within Garden Lakes or to individual associations operating Component Community. Examples of optional Community Service Systems, which should not be considered to be exclusive, would be pest control service offered to individual unit owners by the Community Association at a bulk rate, and lawn maintenance services or accounting or other administrative support programs offered to Associations operating Component Community on an optional basis. It is the intent of this Declaration and the Covenants that individual unit owners and Component Associations may be provided the option of taking advantage of economies available through the Community Association, while at the same time assuring that certain fundamental services best performed by the Community Association shall be the obligation of the Community Association pursuant to the Covenants.

18.6 Assessments and Lien Rights: The Community Association, through the Covenants, has the authority to levy assessments against unit owners in this Condominium and the owners of residential units in other Component Community of Garden Lakes for the defrayal of common community expenses, including but not limited to the maintenance, repair and replacement of the Common Property and the carrying out of obligations to own, manage or operate mandatory Community Service Systems. The Community Association may, but is not obligated to, delegate collection responsibility to the Associations operating Component Communities. The Community Association also has the authority to levy special assessments against unit owners and units in this Condominium to reimburse the Community Association for costs in bringing such owner or unit into compliance with the Covenants. Such lien rights also exist for improvement assessments approved under the Covenants, and for service assessments for services or materials obtained by the Community Association for the use and benefit of a particular unit owner or his unit at his request.

18.7 Private Roads: Access to and through this Condominium from public roads is over private roads which are to be maintained by the Community Association as a common expense of all of Garden Lakes. The common elements of this Condominium may include fee simple title to such private roads, subject to easements, or may include only perpetual non-exclusive easements over such roads, or a combination thereof. As private roads are extended through Garden Lakes, the owners of units in this Condominium and their guests shall under the Covenants have easement rights in all private roads

in Garden Lakes. Under the Covenants the unit owners in this Condominium shall be required to contribute to the maintenance of all private roads in Garden Lakes. The private roads shown on the plat of this Condominium are declared Common Property under the Covenants.

18.8 Reservations: Developer establishes and hereby reserves for itself and the Community Association such easements, licenses and rights over, through and under the Condominium property as may be reasonably necessary or desirable for the establishment and maintenance of any Community Service System. Such easements shall, as provided in Section 6.7, be in gross through all parts of the Condominium property other than those actually occupied by Permitted Improvements, provided that the establishment of same does not unreasonably interfere with the operation of the Condominium or the use of the Condominium property for the purposes for which it was intended. By way of example only, it is intended that pursuant to this Section and Section 6.7 the Developer may construct and designate bike paths through the common elements of this Condominium as a Community Service System and may establish drainage systems which are likewise so designated. In addition, the Community Association may establish, locate and maintain cable television or other electronic signal transmission lines through the Condominium property.

ARTICLE XIX. Reserved: this article is intentionally omitted and hereby reserved for additional provisions that may be added by amendment.

ARTICLE XX. Protective Covenants: In accordance with this Declaration, the use of the Condominium Property shall be in accordance with the following protective Covenants and use restrictions.

20.1 Use and Occupancy of Units: Each unit shall be used and occupied for single-family, private residential purposes only, except as otherwise expressly provided herein. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed four (4) persons for a two (2) bedroom Permitted Improvement upon a unit. The Board, however, is authorized and empowered to permit a greater number of persons to occupy a unit upon application of the unit owner if the Board in good faith finds that stricted herein to the limitations of this section would impose a significant hardship upon the applicant. The Board shall administer the authority hereby granted in a fair, uniform and reasonable manner, and in reaching decisions hereunder may take into consideration whether or not the need for occupancy by a greater number of persons than otherwise authorized could reasonably have been foreseen by the unit owner prior to the acquisition of a unit subject to this restriction.

20.2 Common Elements: The common elements shall be only for the purposes for which they are intended, being specifically the use and enjoyment of the unit owners and occupants, their guests and invitees, and for the furnishing of utility services, ingress and egress and recreational facilities for the enjoyment of the unit owners, consistent with the provisions of this Declaration, subject, however, to the easement and other rights created or reserved in favor of other owners, residents and occupants of Garden Lakes or the Community Association.

20.3 Commercial Use: Subject to the Developer's reservation of rights, no part of the Condominium Property shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that the Association shall have the right to provide or authorize such services on the common elements as it

deems appropriate for the enjoyment of the common elements and for the benefit of the unit owners.

20.4 Nuisances: No nuisance shall be allowed upon the Condominium Property, nor shall any practice or use be allowed which is a source of annoyance to the residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. No unit owner shall permit or cause any use of his unit or of the common elements which shall increase the rate or premium of insurance upon any portion of the Condominium Property. Further, no immoral, improper, offensive or unlawful use shall be made of the Condominium Property or of any part thereof and all valid laws, zoning ordinances and regulations of Governmental bodies having jurisdiction thereof shall be observed by all unit owners and by the Association.

20.5 Masts and Antennae: No mast or antenna, or other similar structure, for the transmitting or receiving of radio or television signals shall be erected, permitted or maintained upon the exterior of any building or elsewhere within the Condominium Property except that one or more master antennae may be erected by the Developer, the Association or the Community Association if it is in accordance with the Covenants.

20.6 Leasing: No unit may be leased unless the entire unit is leased to the same tenant, and no part of a unit may be subleased. No unit may be leased for a period of less than four (4) months. New lease terms may not commence more than once in each calendar year. An assignment of a lease by a tenant shall be considered as terminating the existing lease as of the date of assignment and commencing a new lease for purposes of this Declaration. Each lease shall contain the agreement of the tenant to comply with the Covenants, this Declaration and all other agreements and documents governing or affecting the Condominium, and if the lease does not so provide it shall be deemed to include such provision. Each tenant will be jointly and severally liable with the unit owner for any damages to the common elements or other injuries or damage caused by the acts, omissions or negligence of the tenants and those claiming by, through or under him. Such tenant shall likewise be liable jointly and severally with the unit owner for any special assessments levied against the unit arising out of matters occurring during the tenancy of such tenant. All leases shall be subordinate to any lien filed by the Association. Leases must be approved in accordance with Article XXI.

20.7 Recreational Vehicles: No trailer, camper, motor home, boat, boat trailer, canoe, motorcycle, motorscooter, go-cart or other novelty vehicle or recreational vehicle or similar equipment shall be permitted to remain upon any portion of the Condominium Property, other than for temporary parking, unless parked in an enclosed garage. Temporary parking shall mean the occasional parking of such vehicles belonging to or being used by owners or their guests for loading and unloading purposes only. All temporary parking shall be restricted to paved drives, carports, garages, parking spaces.

20.8 Other Vehicles: No commercial trucks, vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain upon any portion of the Condominium Property other than for temporary parking. Any truck or van with commercial language on the exterior or commercial advertising displayed from the vehicle shall be deemed a commercial vehicle. Temporary parking as to commercial vehicles shall mean the parking of such vehicles while being used in the furnishing of services to the unit owners, Association or Community Association. As to any commercial vehicle owned by a unit owner or guest of a unit owner, temporary parking shall refer to the occasional parking required for loading and unloading purposes only. Non-commercial trucks, vans, and van type campers may be permitted only if parked in an enclosed garage, and such vehicles shall not be parked upon any driveway, common element or limited common element. No vehicle shall park on a private road or limited private road, or any grass or landscaped area within the Condominium. No unit owner may park or store more than two permitted vehicles per unit within the Condominium other than for

temporary parking. This provision shall not be considered as restricting the parking of permitted vehicles belonging to occasional transient guests of unit owners or residents. Commercial trucks and vans may be permitted to be parked within enclosed garages only upon express prior approval of the Board, which shall exercise its authority in a fair and equitable manner. The Board may distinguish between commercial vehicles permitted and those which are not by length, weight, height, appearance, condition and extent of advertising display.

20.9 Animals: The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any unit or upon the common elements, except that the keeping of small, orderly domestic pets, (e.g. dogs, cats, or caged birds) not to exceed one (1) per unit without the approval of the Board is permitted, subject to the rules and regulations adopted by the Board; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding, and provided further, that any such pet causing, creating or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the condominium property upon ten (10) days written notice from the Board to the owner or other person responsible for such pet and the owner of the unit in which such person resides, if the owner is not also the person responsible for such pet. Such pets shall not be permitted upon the common elements unless accompanied by the person responsible for such pet. The Board may adopt rules requiring such pets either be carried or leashed. Any unit owner or other resident who keeps or maintains any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association, each unit owner and the Developer free and harmless from any loss, claim or liability of any kind or character of whatever arising by the keeping or maintaining of such pet within the condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board may establish reasonable fees for registration of pets, not to exceed the reasonable costs incurred by the Association resulting from the presence of such pets and the administration of this Section. Until further provided by regulation of the Association approved by the owners of two-thirds of all units, no dog or cat shall be permitted whose weight exceeds forty-two pounds. The restrictions of this section shall not apply to a domestic pet trained to assist a blind or hearing impaired unit owner or resident, such as a "seeing eye dog" provided that the owner of such pet registers the same with the Board and furnishes reasonable evidence of the existence of the handicap or the impairment of the resident, and the training and certification of the pet. No such trained animal may, nevertheless, become a source of annoyance or nuisance, but in making any determination with respect to such pet the Board shall give special consideration to the nature of complaints about such pet, its particular training and its usefulness to the handicapped resident, and no such trained guide dog or other pet shall be required to be removed except upon the clear and convincing evidence that it constitutes a completely unreasonable annoyance or disturbance to other unit owners and residents or that it is vicious. Unit owners and residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up such excrement promptly shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. In addition, after once being notified of the violation, if it is repeated, the Board may levy a fine in accordance with Section 6.2 of the By-Laws, which fines shall be a special assessment against the unit owner.

20.10 Other Structures: Other than the improvements located upon the Condominium Property in accordance with the provisions of this Declaration, no other structure of any nature, whether a shed, shack, tent, barn, storage area or other building however designated shall be permitted upon the Condominium Property. The provisions hereof shall apply to such structures, whether temporary or permanent in nature.

20.11 Miscellaneous Restrictions: No machine or apparatus of any sort shall be used or maintained in any unit which causes interference with television or radio reception in other units or other parts of Garden Lakes. All trash, rubbish and garbage must be placed within appropriate containers for the material being stored. No unit owner may store or permit to be accumulated upon his unit any materials visible from other units or the common elements.

20.12 Children: Persons who have not attained the age of 18 shall not be permitted to reside on the Condominium Property or within the units. Nothing contained herein shall prohibit children under the age of 18 from temporary visitation with unit owners or occupants. During periods of such temporary visitation by children, the unit owner or other occupant shall be responsible for the conduct of such children, and shall assure that such children do not become a source of unreasonable annoyance or disturbance to other unit owners.

20.13 Guests: Guests of owners or occupants of units shall comply with all of the provisions of this Article XX and reasonable rules and regulations adopted by the Association as well as applicable portions of the covenants. Any guest who persistently violates such restrictions, rules or regulations may, at the direction of the Association, be required to leave the Condominium Property and the owner of such unit being occupied or visited by such guest shall be responsible for any damage to the common elements or other units committed by such guest, and shall see to it that such guest complies with such restrictions, rules and regulations.

20.14 Regulations: Reasonable uniform regulations concerning and limiting the use of the Condominium Property may be made and amended from time to time by the Association, as provided by its Articles of Incorporation and By-Laws, and such regulations may include regulations in implementation of this Article as well as others. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the Condominium.

20.15 Proviso: Anything herein contained to the contrary notwithstanding, until such time as the Developer has closed the sale of all units of the Condominium, and completed all improvements, neither the unit owners nor the Association, nor the use restrictions of this Declaration, shall interfere with the completion of the contemplated improvements and the sale of the units by the Developer and such agents as the Developer may appoint. Developer may make such use of the unsold units and common elements as may facilitate such completion and sale as elsewhere provided, and may continue to use portions of the Condominium Property in accordance with the reservations contained in Section 14.2.

ARTICLE XXI. Transfer of Units: In order to maintain a community of congenial residents and protect the value of the Condominium Property, and in order to assure insofar as possible the financial ability of each unit owner to pay assessments against his unit, the transfer of units by any owner other than the Developer shall be subject to the following restrictions, so long as the Condominium Property shall be subject to the Condominium form of ownership under the laws of Florida.

21.1 Restrictions on Transfer and Acquisition: No unit owner or other person may either transfer or acquire title to or any interest in any unit, or having so acquired such interest, continue to hold such ownership of any such interest, except with approval of the Association in accordance with the provisions of this Article. Without limitation, the provisions of this Article shall apply to

any transfer of a unit or any interest therein, whether made by sale, lease for any period of time, gift, devise, inheritance, transfer to or from a trustee, mortgage, transfer by enforcement of lien or other involuntary transfer by operation of law, or any other voluntary or involuntary transfer of any such interest. Transfers contemplated hereby shall include, but not be limited to, the transfer and creation of remainder or other future interests, creation of life estates, distribution by trustees, creation of joint or common ownership interests, with or without survivorship rights, and any other transfer or transaction or act by which title to or any interest in a unit either is transferred or may be subject to automatic transfer upon the occurrence or non-occurrence of an event yet to transpire.

21.2 Procedure for Association Review: The procedures for review and approval or disapproval by the Association of any transfer subject to this Article shall be as provided in this Section:

(a) Notice to the Association:

(i) Sale, Lease, Gift or Transfer in Trust: A unit owner intending to sell or lease his unit, or any interest therein, or intending to make a gift of such unit or interest therein, or to transfer any interest to a trust, shall give notice to the Association of such intention, together with the name and address of the intended purchaser, lessee, donee, or trustee, and such other information as the Association may reasonably require the notice of a sale to be accompanied by a copy of the executed proposed contract for sale.

(ii) Devise, Inheritance or Distribution by Trust: A unit owner who has obtained his title, or interest in a unit, by devise, inheritance, distribution of a beneficial interest under a trust or by any other manner not heretofore considered, shall give the Association notice of the acquisition of the title, together with such other information concerning the unit owner and his acquisition as the Association may reasonably require, together with a certified copy of the instrument evidencing the unit owner's title, unless the requirement of certification is waived by the Association.

(iii) Acquisitions Without Approval: Any owner of a unit or any interest therein who has obtained title in such a manner that his predecessor in interest has not complied with the terms of this Section and given notice to the Association shall give to the Association notice of the acquisition of his title or interest therein, together with such other information concerning the unit owner and the nature of his acquisition as the Association may reasonably require.

(iv) Failure to Give Notice: If any notice required to be given the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, or any interest therein, the Association may, at its option and without notice, approve or disapprove of the transaction, transfer or ownership change. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval: If the Association approves of a transfer or transaction, it shall do so within the time limits and according to the provisions of this subsection:

(i) Sale, Lease, Gift or Transfer in Trust: If the proposed transaction is one for which notice has been given the Association pursuant to Section 21.2(a)(i), the Association shall have ten days after receipt of such notice and such other information as the Association may require within which either to approve or disapprove of the proposed transaction. If approved, the

approval shall be stated in a certificate executed by officers or agents of the Association thereunto duly authorized. Such certificates of approval shall be in recordable form. If such proposed transaction is not to be evidenced by an instrument in recordable form, then such certificate of approval shall not be issued in recordable form. In either event, such certificate shall be delivered to the person giving notice and requesting approval, or to the other party to the transaction if authorized by the unit owner.

(ii) Other Acquisitions: If the transaction is one for which notice has been given to the Association pursuant to Section 21.2(a)(ii) and (iii), then the Association shall have thirty days after receipt of such notice and other information as the Association may require within which either to approve or disapprove of such transaction and the continuance of the unit owner's ownership interest in the unit. If approved, the approval shall be stated in a certificate of approval executed by the officers or agents of the Association thereunto duly authorized in recordable form and delivered to the unit owner.

(iii) Failure to Receive Notice: If notice is not given to and received by the Association, as set forth in Section 21.2(a)(iv), and if the Association thereafter approves of such transaction, it shall issue its certificate of approval in the same manner and the same form as though proper notice had been given.

(c) Failure of Association to Act: If the Association does not either approve or disapprove of a transfer of interest in a unit within the time limits provided by this section, then after the expiration of such time period the Association shall be deemed to have approved of such transaction and shall, upon written request therefor, issue an appropriate certificate of approval.

21.3 Disapproval by Association: If the Association shall timely disapprove a transfer of ownership of a unit, or an interest therein, the Association shall notify the applicant and the unit owner, if different from the applicant, of the disapproval within the time period allowed for approval and disapproval. In addition, the Association shall follow the following procedures:

(a) Sale: If the proposed transaction is a sale, then within fifteen days after receipt of the request for approval and a copy of the executed proposed contract and all other information reasonably requested by the Association, the Association shall deliver or deposit in the mails, by certified or registered mail, return receipt requested, addressed to the unit owner an agreement to purchase by a purchaser approved by the Association, other than the Association itself, who will purchase and to whom the unit owner must sell the unit or interest therein upon the following terms:

(i) The price to be paid shall be that stated in the disapproved contract to sell, and the notice shall be accompanied by a deposit check in the amount of the deposit reflected in such contract. All other terms shall be the same as those provided for in the disapproved contract, except that the closing date shall be not less than thirty days after the delivery or mailing of said agreement to purchase.

(ii) The unit owner may, at his option, within ten days after receipt of such agreement from the Association, elect not to proceed with the sale of the unit either to the purchaser proposed by such owner, or the purchaser proposed by the Association.

(iii) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser provided by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish the certificate of approval as herein

elsewhere provided for such transactions.

(b) Lease: If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing and the lease shall not be permitted. For the purpose of this article, a lease with a fixed term of more than fifty years shall be treated in the same manner as a proposed sale.

(c) Gift, Devise, Inheritance, Distribution by Trust or Other Acquisition: If the Association has disapproved a transaction or acquisition other than in the circumstances provided for by subsections (a) and (b) of this section, including without limitation instances of gift, devise, inheritance, distribution by a trust or acquisition of title to a unit or any interest therein by any other voluntary or involuntary procedure, then within the time permitted by Section 21.2 for approval or disapproval by Association, the Association shall deliver or place in the mails, certified or registered mail, return receipt requested, addressed to the unit owner an agreement to purchase by a purchaser, being a person who will purchase approved by the Association and to whom the unit owner must sell the unit or the interest therein transferred or acquired, upon the following terms.

(i) The sales price for the interest shall be the fair market value thereof determined by agreement between the owner of such interest and the purchaser within thirty days from the delivery of mailing of such agreement, and in the absence of an agreement as to price, the price shall be determined by arbitration, in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two appraisers appointed by the American Arbitration Association. The arbitrators shall base their determination upon average of their separate appraisals of the unit, or interest therein. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within fifteen days following the determination of the sales price.

(iv) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding prior Association disapproval, then such disapproved transfer or ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere herein provided.

(v) Anything herein contained to the contrary notwithstanding, in the event of a proposed but incomplete gift, or transfer to a trustee, the unit owner shall have the option of withdrawing such proposal.

21.4 Corporate or Partnership Owners: Inasmuch as a unit may be used only for residential purposes and a corporation or partnership cannot occupy a unit for such purpose, if a unit owner or proposed owner of a unit or any interest therein is a corporation or partnership, the approval of ownership by the corporation or partnership may be conditioned upon the requirement that all persons who shall occupy the unit pursuant to such ownership shall also be approved by the Association.

21.5 Mortgages: No unit owner may mortgage his unit or any interest therein without the approval of the Association, other than a mortgage to an institutional mortgagee, the Developer, or the successors in interest to the Developer. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld. Nothing herein contained shall prevent the owner of a unit from receiving a purchase money mortgage as part

of the consideration for an approved sale of his unit, or an interest therein. The granting of any mortgage without approval of the Association shall not invalidate such mortgage, but if the mortgagee or anyone else claiming through such mortgagee shall require title to the unit as a result of foreclosure, deed in lieu of foreclosure or otherwise, the person acquiring an ownership interest in the unit shall give notice pursuant to Section 21.2(a)(iii), and the Association may proceed thereafter to approve or disapprove as otherwise provided.

21.6 Approval Standards: The Association shall administer its approval and disapproval authority under this article in a fair, equitable and uniform manner. In making its determination, the Association shall consider the apparent ability of the proposed owner to meet the financial obligations of unit ownership and membership in the Association; the probable willingness and likelihood that each person will abide by the provisions of this Declaration and all applicable rules and regulations pertaining to the unit; and such other factors as may be relevant to the maintenance and operation of the Condominium Property in a harmonious manner.

21.7 Exceptions: The provisions of this article shall not apply to a transfer to or purchase by an institutional mortgagee acquiring its title as a result of owning a mortgage upon a unit, whether such title is acquired through foreclosure proceedings or by deed in lieu of foreclosure. Similarly, the provisions of this article shall not apply to a transfer to or purchase by the Developer, or a transfer sale or lease by the Developer. Further, approval shall not be required by the Association of a purchaser who acquires title to a unit at a duly advertised public sale, with open bidding, which is conducted pursuant to law, including but not limited to execution sales, foreclosure sales, judicial sales and tax sales.

21.8 Separation of Unit Prohibited: Any sale or transfer of a unit, or interest therein shall include all of the appurtenances thereto, whether so stated or not, and no appurtenance may be severed from a unit and sold, transferred or otherwise dealt with separate and apart from the unit to which it is appurtenant. No unit may be partitioned or further subdivided; provided, however, that this provision shall not be deemed to prevent ownership of a unit in undivided interests. All references to units shall, where the context requires, be construed to refer to the Condominium parcel of which the unit is a part.

21.9 Unapproved Transactions: Any devise, conveyance, mortgage, lease or other transfer which is not authorized or approved pursuant to the terms of this Declaration shall be voidable, unless subsequently approved by the Association. Anything herein to the contrary notwithstanding, any transfer requiring Association approval under this Article shall, in the absence of record evidence of disapproval by the Association, be conclusively deemed approved six (6) months after the date of recordation of the instrument effecting such transfer.

21.10 Fees for Review: The Association may charge a preset fee in connection with the review for purposes of approval or disapproval pursuant to this article. In no event shall such fee exceed the maximum fee permitted under the Condominium Act in effect at the time of application, which at the time of creation of this Condominium is \$50.00. No charge shall be made in connection with extension or renewal of a lease.

ARTICLE XXII. Purchase of Units by Association: The Association shall have the power to purchase units, subject to the following provisions and limitations:

22.1 Authority: The Association may, upon determination by its Board without approval of the membership, purchase a unit at any public sale resulting from a foreclosure of the Association's lien

for delinquent assessments, where the bid of the Association does not exceed the amount found due the Association, or may purchase the unit in lieu of foreclosure of such lien if the consideration therefor does not exceed the amount of such lien. When authorized by affirmative vote of owners of not less than 75% of the units, or the prior written approval of owners of not less than 75% of the units, the Association may bid upon and purchase a unit as a result of a sale of the unit pursuant to the foreclosure of a lien upon the unit for unpaid taxes; the lien of any mortgage; the lien for unpaid assessments other than those due the Association; or any other judgment lien or lien attaching to the unit by operation of law.

22.2 Restriction: The Association shall not purchase any unit itself pursuant to Article XXI. The Association may, by vote of a two-thirds majority of all unit owners, purchase and hold one unit for the use and occupancy of a resident manager.

22.3 Common Expense: All costs incurred by the Association in exercising any of its authority under this Article shall be deemed a common expense and collected by regular or special assessment.

ARTICLE XXIII. Compliance, Default and Enforcement: Each unit owner and the Association shall be governed by and shall comply with the terms, provisions, restrictions and limitations of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations adopted pursuant thereto, and with said documents and regulations as they may be amended from time to time. Each unit owner and the Association shall likewise comply with the provisions of the Condominium Act. A failure or default in compliance therewith shall entitle the Association or other unit owners to enforce the provisions of such documents in the manner provided in this Article, which provisions shall be in addition to other remedies provided in this Declaration and the Condominium Act.

23.1 Enforcement: The provisions of this Declaration, the By-Laws and rules and regulations of the Association duly adopted may be enforced by the Association of any unit owner by such remedies as may be provided by the Condominium Act or such other remedies and means as are provided by the laws of Florida, including but not limited to actions for damages or for injunctive relief, or both, or actions for declaratory judgments. In addition, the Association may impose reasonable fines for non-compliance and default, as set forth from time to time in the By-Laws.

23.2 Negligence or Intentional Acts: A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary as a result of his intentional acts or of his neglect or carelessness, or by that of any member of his family, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rate occasioned by the use, misuse, occupancy or abandonment of a unit or of the common elements or of the limited common elements.

23.3 Costs and Attorney's Fees: In any proceeding or action arising because of an alleged failure of a unit owner or the Association to comply with the terms of this Declaration, the Articles and By-Laws of the Association, or the rules and regulations adopted pursuant thereto, and the documents and regulations as they may be from time to time amended, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorney's fees as may be awarded by the court; provided, however, that a court of competent jurisdiction, in its sound discretion may refuse to award attorney's fees to the prevailing party if it finds that the proceeding was not maintained in good faith or was brought in connection with a minor technical violation with an intention to harass.

23.4 Administrative Remedy: Anything contained herein to the contrary notwithstanding, no unit owner shall be authorized

hereby to maintain any action in a court of competent jurisdiction against any other unit owner for an alleged violation or non-observance of the provisions of this Declaration, the By-Laws and rules and regulations of the Association adopted pursuant thereto, as they may exist from time to time, and the Condominium Act, unless such unit owner shall first have filed in writing with the Board a request for the Association to enforce such alleged breach or violation, and the Association shall have failed to enforce such alleged violation. If the Association takes no action within 20 days after receipt of such application, then the Association shall be deemed to have failed to act and such unit owner may proceed as otherwise authorized. If within such time the Association, by majority vote of its Board, declines to take any steps to enforce such alleged violation, then no such action for enforcement shall be maintained unless brought by not fewer than three unit owners. The provisions of this Section shall not apply to circumstances in which immediate injunctive relief is necessary to give effect to the provisions of such documents. The purpose of this provision is to secure substantial meaningful compliance while minimizing the possibility of harassment of any one or more unit owners by another unit owner for alleged minor technical violations, and the provisions hereof shall be construed to give effect to this intent.

23.5 Non-Waiver of Rights: The failure of the Association or any unit owner, or of the Developer, to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

ARTICLE XXIV. Amendments: Subject to other provisions of this Declaration relative to Amendment, including but not limited to the authority of the Developer to amend, which provisions are excepted from the terms of this Article, this Declaration and the By-Laws of the Association may be amended in the following manner:

24.1 Notice: Notice of a proposed amendment and the subject matter thereof shall be included in the notice of any meeting at which such proposed amendment is considered.

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

(a) The affirmative approval of not less than 75% of the entire membership of the Board, and by the owners of not less than 75% of the units; or

(b) By the affirmative approval of the owners of not less than 80% of the total number of units in the Condominium.

24.3 Consideration and Voting: Upon proposal of an amendment as provided in Section 24.2, the President, or in the event of his refusal or failure to act, the Board of Directors or any member thereof shall call a meeting of the Association members to be held not sooner than fifteen days nor later than sixty days thereafter for the purpose of considering such proposed amendment. Directors and members not present at the meeting considering the proposed amendment may express their approval or disapproval in writing, provided that such writing must be delivered to the Secretary prior to the commencement of such meeting.

24.4 Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the unit owners of record in the manner required for the execution of a deed.

24.5 Reservation by Developer: The Developer reserves the right to amend this Declaration pursuant to Article XIV as therein

provided, and to amend this Declaration and By-Laws as may be otherwise provided in this Declaration. In addition, until such time as the Developer has transferred complete control of the Association to the members pursuant to Section 14.3, this Declaration and the By-Laws may be amended by affirmative resolution of the entire Board of Directors of the Association without any notice, meeting or approval of the unit owners as otherwise generally provided in this Article. An amendment so adopted may change the location or configuration of any Condominium unit if the owner of such unit and any liens thereon joins in the execution of such amendment. Except as herein specifically authorized, however, no such amendment shall materially alter or modify the appurtenances to any unit or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, nor shall it increase the maximum number of units permissible nor substantially alter the development plan for the Condominium.

24.6 Proviso: Provided, however, that no amendment shall discriminate against any unit owner, nor against any unit, or class or group of unit owners or units, unless the unit owners so affected and their mortgagees, if any, shall unanimously consent in writing; and no amendment shall alter any unit, except as herein specifically provided; nor reduce the share of the common expenses, unless the owner of the units concerned and all record owners of mortgages on such units shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in any provision specifically providing that it may not be amended, nor shall any amendment make any change in the nature of the improvements and the character of the Condominium as a residential community unless all the unit owners of record and all of the owners of record of all mortgages upon units in the Condominium shall join in the execution of the amendment. No amendment shall make any change which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer.

24.7 Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted and in what manner the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities required for a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Manatee County, Florida.

ARTICLE XXV. Termination: The Condominium may be terminated in any manner provided by the Condominium Act or pursuant to this Article:

25.1 Agreement: The Condominium may be terminated at any time by the agreement in writing of all of the owners of record of the Condominium Property and by all of the record owners of mortgages upon the units therein.

25.2 Effect of Termination: Upon termination of the Condominium, the Condominium Property shall be owned in common by the unit owners in the same undivided shares as each owner previously owned in the common elements. Any interest in a unit owned by one other than a unit owner, as that term is defined herein, shall not be impaired by such termination, but shall be transferred to the undivided share in the Condominium Property attributable to the unit in which the interest existed prior to termination. All liens shall be transferred to the undivided share in the Condominium Property attributable to the unit originally encumbered by the lien in its same priority.

25.3 Non-Amendment: This Article shall not be amended without written consent of all unit owners and the owners of record of all mortgages upon units in the Condominium.

ARTICLE XXVI. Additional Rights of Institutional Mortgagees: In addition to any rights provided elsewhere in this

Declaration, any institutional mortgagee who makes a request in writing to the Association for the items provided in this Article shall have the following rights:

26.1 Annual Financial Statements: To be furnished with at least one copy of the annual financial statement and report and budget of the Association, which may be prepared by the Association, including detailed statements of receipts and expenditures.

26.2 Notice of Meetings: To be given written notice by the Association of the call of a meeting of the unit owners to be held for the purpose of considering any proposed amendment to this Declaration or the By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

26.3 Notice of Default: To be given written notice of any default by the owner of any unit encumbered by a mortgage held by such institutional mortgagee in the performance of such unit owners obligations under the Declaration, Articles, By-Laws or regulations, which is not cured within 30 days.

26.4 Insurance Endorsements: To be given an endorsement of the policies covering the common elements, limited common elements and the units, if applicable, which endorsement shall require that such institutional mortgagee be given any notice of cancellation provided for in such policy.

26.5 Examination of Books and Records: Upon reasonable notice to examine the books and records of the association during normal business hours.

ARTICLE XXVII. Notices: Whenever a notice is provided for in any of the Condominium documents, such notice shall be in writing and shall be addressed to the Association at the mailing address of the Condominium Property in Manatee County, Florida, or at such other address as may hereafter be provided. Notice to a unit owner shall be sent to the mailing address of such unit owner as reflected on the records of the Association. The Association or Board may designate a different address or addresses for notices to them respectively, giving written notice of such change of address to all unit owners at such time. Any unit owner may designate a different address or addresses for notice to him by giving written notice of his change of address to the Association. Notices as addressed provided herein shall be deemed delivered when mailed by United States mail, postage prepaid. Whenever specifically provided herein, or whenever a time period or obligation shall commence to run from receipt of a notice, such notice shall be mailed registered or certified with return receipt requested, or delivered in person with either a written acknowledgment of receipt therefor or an affidavit of delivery by the person delivering same.

ARTICLE XXVIII. Covenants: The provisions of this Declaration and the By-Laws and the rights, obligations and easements established thereby, shall be deemed to be Covenants and equitable servitudes running with the land so long as the land remains subject to the condominium form of ownership, and shall enure to the benefit of and be binding upon each and every of the unit owners, their respective heirs, personal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees and all others claiming by, through, under or against them. By the recording or acceptance of a deed conveying a unit or any interest therein or any ownership interest in or lien against the property whatsoever, the persons to whom such unit or interest is so conveyed or transferred shall be deemed to have accepted and agreed to be bound by, and subject to all of the provisions of the Condominium Act, this Declaration and the By-Laws and the rules and regulations adopted pursuant thereto, as such documents, other than the Condominium Act, may be amended from time to time.

ARTICLE XXIX. Miscellaneous Provisions:

29.1 Exemption From Liability: No owner of a unit may

exempt himself from liability for assessments against such unit by waiver of the use and enjoyment of any of the common elements or by the abandonment of his condominium unit.

29.2 Taxation: The owner of each Condominium parcel shall return the same for the purposes of ad valorem taxes with the Property Appraiser of Manatee County, or with such other future legally authorized governmental officer or authority having jurisdiction over such matters. Each unit owner shall be solely responsible for all taxes and special governmental assessments that are separately assessed against his condominium parcel.

29.3 Severability: If any of the provisions of this Declaration or of the Articles of Incorporation or By-Laws of the Association or rules or regulations adopted pursuant thereto, or any amendments thereto, or of the Condominium Act, shall be held invalid, in whole or in part, by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions of such documents.

29.4 Interpretation: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration and the By-Laws shall be liberally construed to effect the purpose of creating a uniform plan for the operation of a Condominium. This Declaration, the Articles of Incorporation and By-Laws, the exhibits hereto, amendments hereto, and regulations adopted shall be construed under the laws of Florida.

29.5 Captions: The captions used throughout this Declaration are for convenience only and have no significance in the interpretation of the body of this Declaration.

29.6 Reference to this Document: This document may be referred to as the Declaration or Declaration of Condominium with or without reference to the name of the Condominium in any document or instrument pertaining hereto.

IN WITNESS WHEREOF, Developer has caused this Declaration of Condominium and Protective Covenants to be executed in its name by its general partners this 4th day of October, A.D. 1984.

Signed, sealed and delivered in the presence of:

FIRST COMMUNITIES OF BRADENTON, INC., a Florida corporation

Kathleen W. Varnadore
STATE OF FLORIDA
COUNTY OF MANATEE

By: Christopher King
President

The foregoing instrument was acknowledged before me the 4th day of October, 1984, by Christopher King, President of First Communities of Bradenton, Inc., a Florida corporation, on behalf of the corporation.

Kathleen W. Varnadore
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 22 1984
BONDED THRU GENERAL INSURANCE UND

This instrument prepared by:

David K. Deitrich
Dye, Scott & Deitrich, P.A.
P.O. Box 9480
Bradenton, Florida 33506
(813) 748-4411

31565

AMENDMENT NUMBER ONE
TO
DECLARATION OF CONDOMINIUM
OF
GARDEN LAKES VILLAGE, SECTION 2, a condominium

KNOW ALL MEN BY THESE PRESENTS, that First Communities of Bradenton, Inc., a Florida corporation, herein called the "Developer", hereby amends the Declaration of Condominium and Protective Covenants for GARDEN LAKES VILLAGE, Section 2, a condominium, recorded in Official Records Book 1093, Pages 2-70, inclusive, of the Public Records of Manatee County, Florida. This Amendment is made pursuant to said Declaration and the Condominium Act. The Declaration is amended as follows:

(1) There is attached hereto as Exhibit A an amended survey, plat and plot plan, which amended survey, plat and plot plan supersedes, modifies and amends that certain survey, plat and plot plan for Section 2 of said Condominium heretofore filed. All references in the Declaration, as heretofore, hereby or hereafter amended shall, unless further amended, refer to the attached Exhibit "A" as to Section 2. For reference, the survey, plat and plot plan hereby amended appears as an exhibit to the original Declaration, and is of record in Condominium Book 17, Pages 27-29, inclusive.

(2) In all other respects, said Declaration of Condominium, as heretofore and hereby amended, is hereby ratified and confirmed.

(3) Developer represents that it has not transferred control of the Association.

IN WITNESS WHEREOF, that said First Communities of Bradenton, Inc., has caused this Amendment to be executed in its name by an officer thereunto duly authorized this 12 day of July, 1985.

Signed, sealed and delivered in the presence of:

FIRST COMMUNITIES OF BRADENTON, INC.
a Florida corporation

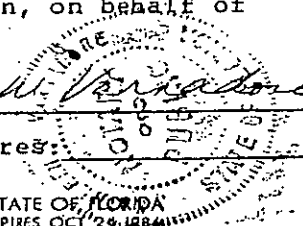
James C. Beddell
Kathleen W. Veradore

By: William B. Whidden
WILLIAM B. WHIDDEN
Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 12th day of July, 1985, by William B. Whidden, Vice President of First Communities of Bradenton, Inc., a Florida corporation, on behalf of the corporation.

Kathleen W. Veradore
Notary Public
My Commission Expires: _____



This Instrument Prepared by:

Stephen R. Dye, Esquire of
Dye, Scott & Deitrich, P.A.
P. O. Box 9480
Bradenton, Florida 33506
(813) 748-4411

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 29 1984
SUSCEIVED THRU GENERAL INSURANCE UND...

O.R. 1117 PG 2464

For Condominium Plot Plan See: Condo Bk 18 Pgs 158 thru 160

AMENDMENT NO. 3
TO
THE DECLARATION OF CONDOMINIUM
OF
GARDEN LAKES VILLAGE SECTION 2,
a Condominium

THIS AMENDMENT, made this 28^D day of April, 1993, by GARDEN LAKES VILLAGE 2 ASSOCIATION, INC., a Florida corporation not for profit ("Association"), whose mailing address is 5499 37th Street E., Suite 5, Bradenton, Florida 34203.

WITNESSETH:

WHEREAS, Association is the legal entity charged with the duty and the power to administer, preserve, maintain, manage and control the condominium known as Garden Lakes Village, Section 2, a condominium, which Declaration is of record in Official Records Book 1093 at Pages 2 - 70, inclusive, of the Public Records of Manatee County, Florida, as amended ("Declaration"); and

WHEREAS, Developer is no longer in control of Association;
and

WHEREAS, GARDEN LAKES VILLAGE, SECTION 2 was originally developed as a retirement community with minimum age restrictions;
and

WHEREAS, the Fair Housing Amendments Act of 1988 (Public Law 100-430, as amended) ("Act") placed prohibitions on age restrictions with regard to housing developments, however the Act provided for certain exemptions from such prohibitions for, "Housing for Older Persons"; and

WHEREAS, Association has studied the Act and believes that with the addition of an amendment to the Declaration as set forth herein, that this condominium shall be entitled to an exemption from the prohibition on age restrictions as contained in the Act.

NOW, THEREFORE, in accordance with Article XXIV of the Declaration, the Declaration is hereby amended as follows:

1. Article XX, Section 20.12 entitled "Children" is hereby changed in its entirety and retitled "Retirement Community/Housing for Older Persons" as follows:

"20.12 Retirement Community/Housing for Older Persons:
This Condominium was developed as a retirement community. It is the express intent of the Association that this Condominium be exempt from the prohibitions against age restrictions contained in the Fair Housing Amendments Act of 1988 (Public Law 100-430, as amended) as "Housing for Older Persons". The Association provides significant facilities and services for the residents of this Condominium, specifically designed to meet the physical and social needs of older persons, including but not limited to a safe and accessible physical environment, comprehensive maintenance of homes and recreation facilities, maintenance of common property, landscaping and lawn care, street lighting, enhanced security and safety programs, comprehensive medical and health care programs, local transportation to social and educational events; social and recreational facilities, and programs, all designed for older persons. THE FOLLOWING MINIMUM AGE RESTRICTION SHALL APPLY TO ALL UNITS IN THIS CONDOMINIUM: At least one of the occupants of each and every unit in this Condominium must be 55 years of age or older. The Association reserves the right to disapprove of any sale, resale, lease or other

Return to: DYE & SCOTT, P.A.
P.O. BOX 9480
BRADENTON, FL 34206

occupancy of any unit in this Condominium which does not meet this criteria. The Association further reserves the right to promulgate rules, policies and procedures to enforce this provision. Furthermore, persons who have not obtained the age of 18 shall not be permitted to reside on the Condominium property or within the units. Nothing contained herein shall prohibit children under the age of 18 from temporary visitation with unit owners or occupants. During periods of such visitation by children, the unit owner or other occupant shall be responsible for the conduct of such children, and shall assure that such children do not become a source of unreasonable annoyance or disturbance to any other unit owners. In the event this provision or any part thereof is every determined to be unenforceable and/or in conflict with any law or regulation, or if this Condominium is determined ever to not be exempt from the Act, then the portion or part of this provision determined to be unenforceable, shall be void and the other remaining portions shall remain in effect, and in no event shall the Association be liable to unit owners, or others, because of its inclusion in the condominium documentation."

2. In all other respects, the said Declaration, as heretofore and hereby amended, is hereby ratified and confirmed.

3. Attached hereto as Exhibit "A" is a certificate executed by officers of the Association as required by Section 24.7 of the Declaration.

IN WITNESS WHEREOF, the said Garden Lakes Village 2 Association, a Florida corporation, not for profit, has caused this Amendment No. 3 to be executed in its name by its officers thereunto duly authorized this 28th day of April, 1993.

GARDEN LAKES VILLAGE 2 ASSOCIATION, INC.
a Florida corporation

BY: Stanley T. Slough (SEAL)
(print name) STANLEY T. SLOUGH
as PRESIDENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28th day of April, 1993, by Stanley T. Slough as president of of Garden Lakes Village 2 Association, Inc., on behalf of the corporation. He/~~she~~ is personally known to me or who has produced N/A as identification and who did/did not take an oath.

Warren Weil
Notary Public
(print name) WARREN WEIL
My Commission Expires: 9/28/93

BK 1405 PG 5567

**CERTIFICATION BY OFFICERS
OF ASSOCIATION**

THIS CERTIFICATE made this 28th day of April, 1993, by GARDEN LAKES VILLAGE 2 ASSOCIATION, INC., by and through its undersigned officers, who hereby certify and declare, as follows:

The undersigned officers for the Association hereby certify that Amendment No. 3 to the Declaration of Condominium for GARDEN LAKES VILLAGE SECTION 2 was duly adopted pursuant to Article XXIV of the said Declaration of Condominium.

The undersigned officers further certify that the Association has obtained unit joinders, certifications and consents to the above mentioned amendment and shall maintain same in the official records for the Association. The owners of each unit described below after having received and reviewed a copy of said amendment consented to the adoption of same and agreed to be bound by same and that same constituted a restrictive covenant on their unit which runs with the land, and the consent forms were executed with the formalities of a deed.

All units where the owners executed unit joinders are described as follows:

Units See Attached List

of: GARDEN LAKES VILLAGE, SECTION 2 a condominium according to Declaration thereof recorded in Condominium Book 1093, Page 2-70, as amended in the Public Records of Manatee County, Florida.

IN WITNESS WHEREOF, the officers for the Association have caused this Certification to be executed this 28th day of April, 1993.

Stanley T. Blough
President

ATTEST:

Thomas K. Milton
Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28th day of April, 1993, by Stanley T. Blough, President and Thomas K. Milton, Secretary of GARDEN LAKES VILLAGE 2 ASSOCIATION, INC. They are personally known to me or have produced WIT as identification, and who ~~did~~ did not take an oath.

Deanne Weid
Notary Public
(print name) Deanne Weid
My Commission Expires: 1/28/93

BK 1405 PG 5568

GARDEN LAKES VILLAGE 2

Unit #

- 26
- 28
- 29
- 30
- 31
- 32
- 35
- 36
- 37
- 38
- 39
- 40
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49

BK 1405 PG 5569 FILED AND RECORDED 05/08/1973 4:00PM RECORD VERIFIED
R. B. SPORE CLERK OF CIRCUIT COURT HAWAII COUNTY FL

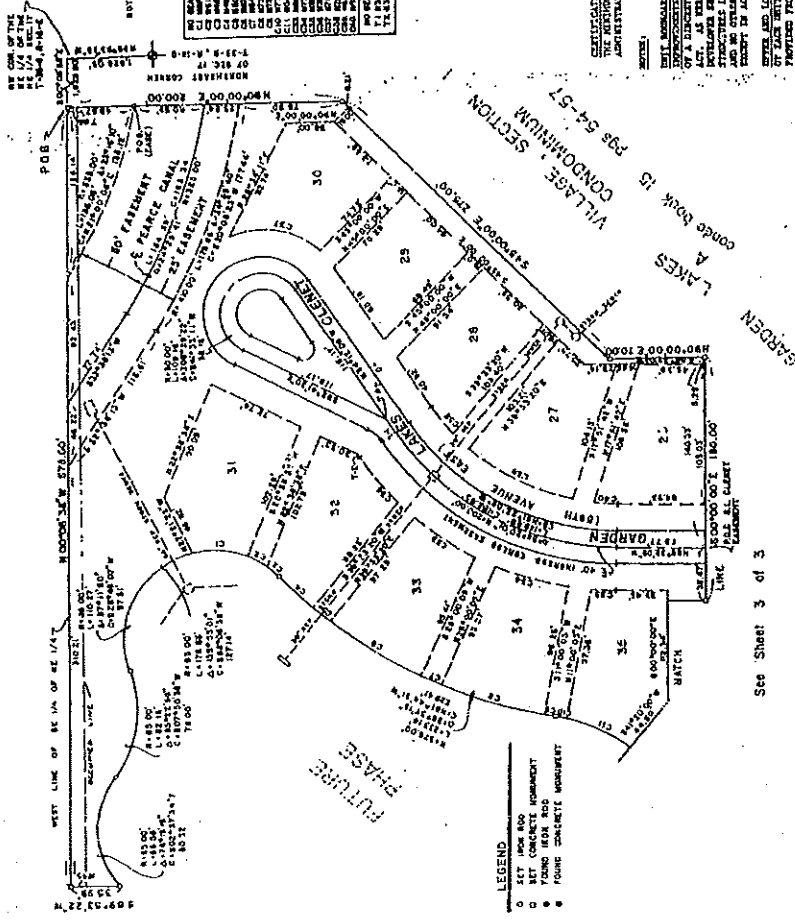
CONDOMINIUM BOOK 17, PAGE 21
GARDEN LAKES VILLAGE, SECTION 2, A CONDOMINIUM
 MANATEE COUNTY, FLORIDA
 SECTION 17, TOWNSHIP 35 SOUTH, RANGE 18 EAST
EXHIBIT "A"



PARTIAL SITE PLAN
 DATE: 7/1/50

BASE OF MEASURES IN THE EAST LINE OF THE SEC 17/35-18-43
 DATE: 1/1/50

NO.	BEARING	DISTANCE	AREA	PERIMETER
1	N 0° 0' 0" E	100.00	100.00	100.00
2	N 45° 0' 0" E	100.00	100.00	100.00
3	N 90° 0' 0" E	100.00	100.00	100.00
4	N 135° 0' 0" E	100.00	100.00	100.00
5	N 180° 0' 0" E	100.00	100.00	100.00
6	N 225° 0' 0" E	100.00	100.00	100.00
7	N 270° 0' 0" E	100.00	100.00	100.00
8	N 315° 0' 0" E	100.00	100.00	100.00
9	N 360° 0' 0" E	100.00	100.00	100.00
10	N 0° 0' 0" E	100.00	100.00	100.00



- LEGEND**
- ONE ROOM UNIT
 - TWO ROOM UNIT
 - FOUR ROOM UNIT
 - FOUR ROOM UNIT

See Sheet 3 of 3

DATE: 6/10/50
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

THESE MEASUREMENTS WERE OBTAINED BY THE SURVEYOR AND ARE SUBJECT TO THE USUAL VARIATIONS OF SUCH MEASUREMENTS. THE MEASUREMENTS OF THE SURVEYOR ARE SUBJECT TO THE USUAL VARIATIONS OF SUCH MEASUREMENTS. THE MEASUREMENTS OF THE SURVEYOR ARE SUBJECT TO THE USUAL VARIATIONS OF SUCH MEASUREMENTS.

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O.R. 1093 PG 0042

This page is being recorded because of a Clerk's error.

O.R. 1093 PG 0044

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of "GARDEN LAKES VILLAGE 2 ASSOCIATION, INC.", a corporation organized under the Laws of the State of Florida, filed on April 26, 1984, as shown by the records of this office.

The charter number of this corporation is N02768.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of April, 1984.



CER-101

George Firestone
Secretary of State

O.R. 1093 PG 0045

ARTICLES OF INCORPORATION

OF

GARDEN LAKES VILLAGE 2 ASSOCIATION, INC.
A Corporation Not For Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. NAME

The name of the corporation shall be "Garden Lakes Village 2 Association, Inc." For convenience the corporation shall herein be referred to as the "Association".

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111, Florida Statutes (1983), which Chapter 718 is hereinafter called the Condominium Act, for the operation of Garden Lakes Village, Section 2, a Condominium, located in Manatee County, Florida, and any additional sections of Garden Lakes Village if the Declaration for such designates this Association as the entity responsible for its operation.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: 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 of Incorporation, the Condominium Act or the Declarations of Condominium for the Condominiums operated by the Association.

3.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act and the Declarations, as amended from time to time, except as validly limited by these Articles of Incorporation and by the Declarations, in accordance with the Condominium Act, and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to such Declarations, as they may be amended from time to time, including but not limited to the following:

(a) To make and collect regular and special assessments against members as unit owners to defray the cost, expenses and losses of the Condominium and to make special assessments against members as Unit Owners for unpaid fines or for maintenance or repair which is the responsibility of the unit owner.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the Condominium property which shall include the irrevocable right to access to each unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any of the common elements therein, or accessible therein or therefrom, or for making an emergency repair therein, that may be necessary to prevent damage to the common elements, or to another unit or units, and to maintain and repair units where authorized by the Declaration.

EXHIBIT 3

O.R. 1093 PG 0046

(d) To purchase insurance upon the condominium property, and insurance for the protection of the Association and its members as unit owners.

(e) To reconstruct the improvements after casualty and to further improve the property, and to reconstruct improvements to units in accordance with the Declaration.

(f) To adopt and amend reasonable regulations respecting the use of the property in the Condominium.

(g) To approve or disapprove the transfer, mortgage, ownership and leasehold of units in the Condominium, as provided by the Declaration and the By-Laws of the Association.

(h) 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.

(i) To levy fines for violation of approved Condominium rules and regulations, or violations of the provisions of the Declaration, these Articles or the By-Laws, all as set forth in the By-Laws.

(j) To contract for the management of the Condominium and to delegate to such contractor such authority and duties as the Association deems appropriate, except as may be required by the Declaration of Condominium, the By-Laws or the Condominium Act to have the approval of the Directors or the membership of the Association.

(k) To employ personnel for reasonable compensation to perform the services required for the proper administration and operation of the purposes of the Association.

(l) To pay taxes and assessments which are liens against any part of the Condominium, other than the individual units, unless the individual unit or units are owned by the Association, and the appurtenances thereto, and to assess the same against the unit and the owner of the unit which is subject to such liens.

(m) To enter into agreements whereby it acquires leasehold memberships and other possessory or use interest in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use benefits of the unit owners.

(n) To purchase a unit or units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage, improve and convey the same.

(o) To enter into agreements for construction of recreation facilities, or buildings, or master T.V. antenna systems, and other amenities or facilities for the benefit of the unit owners and to borrow money for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.

(p) To amend the Declaration in accordance with the Condominium Act and the Declaration, and to add additional lands to the Condominium property.

(q) To enter into agreements with other Condominium or homeowner associations, or with the Garden Lakes Community Association, Inc., providing for shared expense of items of management, administration and/or maintenance, and to become a member of an organization of such associations

O.R. 1093 PG 0047

(r) To hold and cast the irrevocable proxies of the members of this Association as members of Garden Lakes Community Association, Inc., in accordance with the Covenants, Articles and By-Laws of said Garden Lakes Community Association, Inc., and to perform such other duties and functions as may be appropriate under the Covenants for Garden Lakes, provided same are not validly limited by the Declarations, these Articles, the By-Laws or the Condominium Act.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the respective Declarations, these Articles of Incorporation and the By-Laws of the Association.

3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration of Condominium, these Articles and the By-Laws of the Association.

ARTICLE IV. MEMBERS

4.1 Members: The members of the Association shall consist of all of the record owners of units in each condominium operated hereby, and upon termination of any Condominium, those who are members at the time of such termination and their successors and assigns.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a unit in any Condominium operated hereby and the delivery to the Association of a copy of such instrument, and approval of such transaction by the Association as required by the Declaration. The owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the By-Laws.

4.3 Limitation on a Transfer of Shares of Assets: 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 the member's unit.

4.4 Voting: The owner of each unit shall be entitled to one vote as a member of the Association, provided, however, there shall be no vote for any unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Owners owning more than one unit shall be entitled to one vote for each unit owned.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors. Directors shall be members of the Association except as otherwise provided.

5.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Election of Directors: The first election of Directors shall occur when unit owners other than the Developer own

15% or more of the units that will be operated ultimately by the Association. At such first election, held as provided by the Condominium Act, unit owners other than the Developer shall be entitled to elect 1/3 of the members of the Board of Directors. Subsequent elections shall be held pursuant to the requirements of the Condominium Act and as set forth in the By-Laws. Any vacancy occurring in the Board prior to the first election shall be filled by the remaining Directors.

5.4 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Developer and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

Christopher King	5511 39th Street East Bradenton, Fl. 33508
Glenn Bell	5700 Bee Ridge Road Sarasota, Fl. 33583
Jerri L. King	5700 Bee Ridge Road Sarasota, Fl. 33583

The initial Directors designated by Developer herein, and any Directors subsequently designated or appointed or elected by Developer need not be members of the Association. All other Board members shall be members.

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Christopher King President	5511 39th Street East Bradenton, Florida 33508
Glenn Bell Vice President	5700 Bee Ridge Road Sarasota, Florida 33583
Jerri L. King Secretary	5700 Bee Ridge Road Sarasota, Florida 33583
Jerri L. King Treasurer	5700 Bee Ridge Road Sarasota, Florida 33583

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Directors or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

ARTICLE VIII. BY-LAWS

8.1 By-Laws: The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the By-Laws and the Declarations of Condominium.

ARTICLE IX. AMENDMENTS

9.1 Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions contained in the Declarations and the Condominium Act:

(a) Notice of the subject matter or proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.

(b) A Resolution for the adoption of a proposed Amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approval must be by not less than 75% of the entire membership of the Board of Directors and by members owning not less than 75% of the units in each Condominium; or by members owning not fewer than 80% of the units in each Condominium. Directors and members not present, in person or by proxy, at the meeting considering Amendment, may express their approval in writing, provided such approval is delivered to the Secretary prior to the commencement of the meeting.

9.2 Alternative: In the alternative an Amendment may be made by an Agreement signed and acknowledged by all of the record owners of the units in the manner required for execution of a deed.

9.3 Limitation on Amendments: No Amendments shall make any changes in the qualification for membership, nor the voting rights of members, nor any change in Section 3.3 of Article III herein without the approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No Amendment shall be made which is in conflict with the Condominium Act of the State of Florida or the Declaration.

9.4 Certification: A copy of each Amendment shall be certified by the Secretary of State and recorded in the Public Records of Manatee County, Florida.

ARTICLE X. EXISTENCE

The term of the Association shall be perpetual.

ARTICLE XI. SUBSCRIBERS

The name and address of the subscriber of these Articles of Incorporation is as follows:

First Communities of Bradenton, Inc.
5511 39th Street East
Bradenton, Fl. 33508

ARTICLE XII. REGISTERED OFFICE AND AGENT

The Association shall have its Registered Office at 5511

39th Street East, Bradenton, Florida 33508, and hereby names Christopher King at that office as its Registered and Resident Agent. By affixing his signature hereto, the said Christopher King does hereby accept said designation and appointment and agrees to comply with the laws of Florida relating to such office, and the office of the Association shall be at said address.

IN WITNESS WHEREOF, the subscriber has caused this document to be executed in its name this 20th day of April, 1984.

FIRST COMMUNITIES OF BRADENTON,
INC., a Florida corporation

By: [Signature]
Christopher King, President

[Signature]
Lois R. Bowen

ACCEPTANCE BY REGISTERED AGENT

The undersigned, Christopher King, hereby accepts designation as Registered Agent and Resident Agent of the foregoing corporation. Dated this 20 day of April, 1984.

[Signature]
Christopher King

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 20 day of April, 1984, by Christopher King, individually and as President of First Communities of Bradenton, Inc., a Florida corporation, on behalf of the corporation.

Lois R. Bowen
Notary Public
My Commission Expires: 4-30-86

O. R. 1093 PG 0051

BY-LAWS

OF

GARDEN LAKES VILLAGE 2 ASSOCIATION, INC.
A Corporation Not for Profit

ARTICLE I. IDENTIFICATION

1.1 Identity: These are the By-Laws of Garden Lakes Village 2 Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association."

1.2 Purpose: The Association has been organized for the purpose of operating one or more Condominiums pursuant to Chapter 718, Florida Statutes (1983), hereinafter called the "Condominium Act." The initial Condominium to be operated by the Association is Garden Lakes Village Section 2, a Condominium, located in Manatee County, Florida. The Association shall also operate any additional sections of Garden Lakes Village if the Declaration of such Condominium therefor so provides. The term "Condominium" as used herein shall apply to the initial Condominium operated hereby, any additional condominium or all of them, as the context may require.

1.3 Multiple Condominium Operation: If the Association operates more than one condominium, then the Articles of Incorporation and these By-Laws shall, where the context requires, be applicable to each such condominium and, where the context requires, to all such condominiums. All reference in the Articles and herein to the Condominium, Declaration of Condominium, Condominium Property, Unit, Unit Owner, Common Elements, Common Expense, Common Surplus, Assessment, Budget and other such terms shall be deemed to refer to the initial condominium or a given additional condominium, as the context may require. Each condominium shall be operated, managed, budgeted and assessed by the Association as though it were the only condominium operated hereby, except as otherwise provided. All matters pertaining to meeting, notice, quorums, voting requirements, budgets and assessments shall be separately determined for each condominium, unless otherwise provided.

1.4 Office: The office of the Association shall be at 5511 39th Street East, Bradenton, Florida 33508, until otherwise changed by the Board of Directors.

1.5 Fiscal Year: The fiscal year of the Association shall be the calendar year.

1.6 Seal: The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation.

ARTICLE II. MEMBERS

2.1 Qualification: The members of the Association shall consist of all of the record owners of units in any Condominium operated by the Association.

2.2 Change of Membership: Change of membership in the Association shall be established by (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a unit in the Condominium; (b) the delivery to the Association of a certified copy of such instrument; and (c) the approval of the Association to such change in ownership as required in the Declaration. Upon the happening of all three such events, the owner established by such instrument shall thereupon become a member of the Association, and the membership of the prior owner shall be terminated. The Association may waive the requirement of certification of such copy if it desires.

EXHIBIT 4

O.R. 1093 PG 0052

2.3 Multiple Owners: When a unit is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each owner shall be a member of the Association by virtue of being a record owner of an interest in a unit. Lessees of units shall not be members. All matters of voting shall, however, be determined on a unit basis, as provided in Article III.

2.4 Restraint Upon Assignment of Membership, Shares and Assets: The membership of a unit owner, and the share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenant to his unit.

2.5 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by approved ownership as herein provided.

ARTICLE III. VOTING

3.1 Voting Rights: The member or members who are the record owners of each Condominium unit shall be collectively entitled to one (1) vote for each such unit in the Condominium, as provided in the Declaration and the Articles of Incorporation. If members own more than one unit, they shall be entitled to one vote for each unit owned. A unit vote may not be divided.

3.2 Voting Procedure: The single or multiple owners of each unit shall have one vote for each unit. All determination of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these By-Laws shall be made by reference to the number of units in the Condominium entitled to vote. Decisions of the Association shall be made by the owners of a majority of units represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, these By-Laws or the Condominium Act.

3.3 Quorum: A quorum shall exist when the owners of a majority of the units are present, either in person, by designated voting representative or by proxy.

3.4 Designation of Voting Representative: The right to cast the vote attributable to each unit shall be determined, established and limited pursuant to the provisions of this section:

- (a) Single Owner: If the unit is owned by one natural person, that person shall be entitled to cast the vote for his unit.
- (b) Multiple Owners: If a unit is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.
- (c) Life Estate with Remainder Interest: If a unit is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the unit. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a unit in fee in the same manner as the life tenants own the life estate.
- (d) Corporations: If a unit is owned by a corporation, the officers or employees thereof entitled to cast the vote for the unit shall be designated by a certificate

executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.

- (e) Partnership: If a unit is owned by a general or limited partnership, the general partner entitled to cast the vote for the unit shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.
- (f) Trustees: If a unit is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the unit. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the unit by a certificate executed by all trustees and filed with the Secretary of the Association.
- (g) Estates and Guardianships: If a unit is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such unit upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.
- (h) Tenants by the Entirety: If a unit is owned by a husband and wife as tenants by the entirety, they may designate a voting member in the same manner as other multiple owners. If no certificate designating a voting member is on file with the Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their unit without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their unit, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the unit may still be counted for purposes of a quorum.
- (i) Leases: If a unit is leased, the owner-lessor shall be entitled to cast the vote for the unit, except that the owner may designate a lessee as the person entitled to cast the vote for the unit by a certificate executed by all owners and filed with the Secretary of the Association.
- (j) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked, unless all owners required to execute such certificate are present, in person or by proxy, and such unit owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the unit is to be cast on that matter.
- (k) Limitation: If there has been a change in ownership of a unit, until such change has been approved by the Association as required by the Declaration, the vote attributable to such unit shall not be counted for any purpose.

3.5 Approval or Disapproval of Matters: Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed

by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

3.6. Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than ten proxies. In no event shall a proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

3.7. Method of Voting: Subject to the provisions of the Declaration, voting may be by roll call voice vote or by written ballot; provided that whenever written approval is required by the Declaration, or wherever any amendment to any Condominium document is proposed, or when any improvement, special assessment, election or regulation is put to a vote, the voting shall be by written ballot. Any vote to amend the Declaration relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be by secret ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays;" provided, that any five voting members, or the chairman, may require a roll call vote.

ARTICLE IV. MEETINGS OF MEMBERS

4.1. Annual Meeting: The annual meeting of the members shall be held during the month of March of each year on a day and at a time determined by the Board of Directors; provided that notice pursuant to Section 4.3 is given at least 30 days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members.

4.2. Special Meetings: Special meetings of the members shall be held whenever called by the President, or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting members entitled to cast votes for not fewer than 15% of the total number of units in the Condominium, unless a smaller percentage is provided for consideration of particular issues by the Condominium Act.

4.3. Notice of Meetings: Notice of all meetings of the members, stating the time, place and objects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. The notice for any meeting at which assessments against unit owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Such notice shall be given in writing to each member at his address, as it appears on the books of the Association, and shall be mailed or delivered not fewer than fifteen (15) days, nor more than sixty (60) days, prior to the date of the meeting, and by the posting in a conspicuous place on the Condominium property of a notice of the meeting at least fifteen (15) days, but not more than sixty (60) days, in advance of the date of the meeting. The notice to each member shall be furnished by personal delivery, or by mailing the same by either regular or certified mail to the member at his address as it appears on the books of the Association. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an owner. Proof of such mailing shall be given by

Affidavit of the person giving the notice and by the post office certificate of such mailing. Notice of meetings may be waived in writing before, during or after meetings. Provided, however, that notice of the annual meeting shall be given by mail, and notice thereof may be waived only in writing and prior to the date for the giving of such notice, in accordance with the Condominium Act.

4.4 Place: Meetings of the Association members shall be held on the Condominium Property or at such other place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.5 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.6 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Adjournment.

4.7 Action Without Meeting: Whenever the affirmative vote or approval of the members is required or permitted by the Declaration, Condominium Act or these By-Laws, such action may be taken without a meeting if members entitled to cast not fewer than 75% of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the Declaration, Articles of Incorporation and these By-Laws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all members who did not approve such action in writing within ten (10) days of such approval.

4.8 Proviso: Provided, however, that until the Developer has terminated its control of the Association and its affairs in accordance with the Declaration and the Condominium Act, the proceedings of all meetings of the members of the Association shall have no effect unless approved by the Board of Directors, except for the rights of the unit owners other than Developer to elect Directors and such other matters for which the Condominium Act requires the approval, consent, vote or other action by unit owners other than the Developer.

4.9 Meetings relating to Garden Lakes Community Association, Inc. All matters in which members of this Association shall be required or requested to cast individual votes as members of Garden Lakes Community Association, Inc., pursuant to the Articles and By-Laws of said Community Association, and the Declaration of Covenants, Conditions and Restrictions for Garden Lakes, shall be subject generally to the provisions of Article III and this Article IV with respect to the method of calling such meetings and the manner of voting at such meetings. Whenever the Board of this Association, which holds irrevocable proxies from those members of the Garden Lakes Community Association, Inc. which are also members of this Association, determines that the vote of such members is required or requested, such matter or matters may be considered at any regular or special meeting, or the action may be taken without a meeting upon written ballots delivered to the Board. As provided in

the Covenants, Articles and By-Laws of Garden Lakes Community Association, Inc., all votes so taken shall be reported in the numbers in which they are cast to the Garden Lakes Community Association, Inc. The provisions of this Section 4.9 shall be strictly limited to the function of this Association as a vehicle for voting by the members of this Association, not as members of this Association per se, but as members of the Garden Lakes Community Association, Inc.

ARTICLE V. DIRECTORS

5.1 Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number to be determined by the members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of members. Until otherwise determined by the members, there shall be three (3) Directors.

5.2 Election of Directors: The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual meeting of the members. A nominating committee of not less than three (3) nor more than five (5) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.
- (b) The election shall be by ballots, unless dispensed with by unanimous consent, and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the members of the Association at the same meeting.
- (d) The Developer shall be vested with the power to designate the initial Board of Directors, the members of which need not be owners of units in the Condominium. The initial Board of Directors shall serve until the first election of Directors. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.
- (e) The first election of Directors shall be held when unit owners other than Developer own 15% or more of the units that will ultimately be operated by the Association. Within sixty (60) days after such time the Association shall call a meeting of the unit owners and give not fewer than thirty (30) nor more than forty (40) days notice of such meeting. At such meeting, unit owners other than Developer shall be entitled to elect one-third of the members of the Board of Directors. The remainder of the Board of Directors shall be designated by Developer. The Directors elected and designated at the first election shall serve until the annual meeting date that is not less than eighteen (18) months following such election or until the unit owners other than Developer are entitled to elect a majority of the Board of members pursuant to the

Declaration, whichever first occurs, at which time the unit owners other than Developer shall elect the number of Directors to which they are entitled under the Declaration and Condominium Act, and Developer shall designate the remaining Directors.

(f) When the unit owners other than Developer are entitled to elect a majority of the Board of Directors pursuant to the Declaration, a special meeting shall be called and the unit owners other than Developer shall be entitled to elect a majority of the members of the Board of Directors and Developer shall designate the remaining members. Thereafter, Directors shall be elected annually at the annual meeting.

(g) Beginning with the election of Directors at which unit owners other than Developer are entitled to elect a majority of Directors, Developer shall, at its option, have the right to designate or elect that number of Directors determined by multiplying the total number of Directors times a fraction, the numerator of which is the number of units that will ultimately be operated by the Association, less the number of units owned by unit owners other than Developer, and the denominator of which is the total number of units that will ultimately be operated by the Association. Such number shall in no event be more than the number of Directors elected by the unit owners other than Developer, less one. Provided, that during the time Developer may designate or elect Directors under this Section 5.2(g), Developer shall be entitled to elect or designate at least one Director. All such rights shall continue so long as the Developer owns and holds for sale in the ordinary course of its business at least 5% of the units in the Condominium to be operated by the Association. Developer may waive its right to elect any one or more Directors under this paragraph, which waiver shall apply only to the specific election at which the waiver is made. If Developer does waive such right, the unit owners shall elect the Board member or members who would otherwise have been elected or designated by Developer.

5.3 **Term:** The term of each Director's service shall extend to the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.4 **Qualifications:** All Directors shall be members of the Association; provided, however, that any Director elected or designated by Developer pursuant to these By-Laws need not be members. An officer of any corporate owner and a general partner of any partnership owner shall be deemed members for the purposes of qualifying for election to the Board of Directors.

5.5 **Vacancies:** Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of Director he is replacing. Vacancies following removal of office pursuant to Section 5.2 (c) shall be filled as therein provided. Any vacancy in the Board of Directors occurring during the time that the Developer and unit owners other than Developer share authority to elect and designate Directors shall be filled in the manner in which the Director who has vacated his office was originally elected or designated; i.e. if elected by unit owners, the vacancy shall be filled by special election by unit owners other than Developer and if designated or elected by Developer, then Developer shall select and designate a person to fill such vacancy.

5.6 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who must be a member of the Association shall be deemed to have resigned if he transfers his unit so that he ceases to be a member of the Association. After the Developer has transferred control of the Association pursuant to the Declaration more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

5.7 Voting: All voting for the election of Directors shall be by unit as provided in Article III hereof.

5.8 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.9 Regular Meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the members of the Board.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third of the Directors.

5.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Condominium Act, the Declaration or these By-Laws.

5.13 Adjourned Meeting: If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes; provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Meetings Open: Meeting of the Board of Directors shall be open to all unit owners, and notices of such meeting shall be posted conspicuously forty-eight (48) hours in advance of such meeting for the attention of unit owners except in an emergency.

5.16 Presiding Officer: The presiding officer at Directors'

meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their members to preside.

5.17 Directors' Fees: Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Developer shall not be entitled to Directors' fees.

5.18 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Announcements.
- (i) Adjournment.

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion and duties necessary for the administration of the Association and operation of the Condominium, except as may be reserved or granted to the unit owners, Developer or a specific committee or committees of the Association by the Declaration, Articles of Incorporation, these By-Laws or the Condominium Act. The powers of the Board shall include, but shall not be limited to, the following:

6.1 General Powers: All powers specifically set forth in the Declaration, Articles of Incorporation and these By-Laws, and in the Condominium Act, and all powers incident thereto or reasonably to be inferred therefrom.

6.2 Enforcement and Fines: The Board of Directors shall enforce by legal means, provisions of the Condominium Act, Declaration of Condominium, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the property of the Condominium. In the event that the Board of Directors determines that any unit owner is in violation of any of the provisions of the Condominium Act, the Declaration, By-Laws, Articles or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall notify the unit owner of the nature of the violation. If said violation is not cured within five (5) days, or if said violation consists of acts or conduct by the unit owner, and such acts or conduct are repeated, the Board may levy a fine of a sum not exceeding \$25.00 per offense against the unit owner. Each day during which the violation continues shall be deemed a separate offense. Such fines shall be assessed as a special assessment against the unit owner and shall constitute a lien upon the unit, and may be foreclosed by the Association in the same manner as any other lien; provided that before foreclosure of any lien arising from a fine, the defaulting unit owner shall be entitled to a hearing before the Board, upon reasonable written notice, specifying the violations charged and may be represented by counsel; provided further that no fine may be levied in any event against the Developer.

6.3 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration, By-Laws and Condominium Act.

6.4 Employment: To employ, dismiss, control and contract for personnel and contractors for the administration of the Association and operation of the Condominium, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.5 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of the Condominium Property, subject to the Declaration, By-Laws and Condominium Act. Provided, however, that any rules or regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of the owners of not less than two-thirds (2/3) of the units in the Condominium. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of not less than two-thirds (2/3) of the units in the Condominium.

6.6 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and operation of the Condominium, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation, By-Laws and Condominium Act. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors. Nothing contained herein shall restrict the authority of the unit owners to create, elect and disband such committees, or from modifying the duties and responsibilities of such committees. Any such action of the unit owners shall not be amended or rescinded except by the unit owners. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board of Directors and the unit owners.

6.7 Record of Mortgages: The Board of Directors shall maintain a book, or other written record, of all holders of mortgages upon each unit. The holder of each mortgage shall be designated as either an "institutional mortgage" or not, as the case may be. Each unit owner must notify the Association of any mortgage on his unit, and the name and address of the mortgagee, within five (5) days after executing and delivering a mortgage on his unit. This record shall be open to inspection, or for copying, by all institutional mortgages holding mortgages on the Condominium Property, during normal business hours, but the record shall not be opened to the inspection of any others.

6.8 Cooperative Management and Operation: To enter into agreements with other condominium associations and with Garden Lakes Community Association, Inc. providing for the joint or cooperative implementation of Section 6.4, and cooperative purchasing agreements and contracting for maintenance, repair, insurance and other items of common expense. In entering such agreements, the Board shall have the authority to apportion the expenses incurred pursuant to such agreements, so long as such apportionment is made in good faith and in a fair, equitable and reasonable manner. Expenses incurred pursuant to such agreements, whether by direct attribution or such apportionment, shall be a common expense.

ARTICLE VII. OFFICERS

7.1 Officers and Election: The officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be pre-emptorily removed by a majority vote of all Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.2 President: The President shall be the chief executive officer of the Association. He shall have all of the powers and

duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint advisory committees from time to time, from among the members or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman at all Board and Membership meetings.

7.3 Vice President: The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.4 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors, and other notices required by law and the Condominium documents. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent. The minutes of all meetings of the members and the Board of Directors shall be kept in books available for inspection by members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years.

7.5 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and he shall perform all other duties incident to the office of Treasurer.

7.6 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium. No officer who is a designee of the Developer shall receive any compensation for his services.

7.7 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.8 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

8.1 Accounting: Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or betterments. The balance in this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:

- (i) Administration of the Association.
- (ii) Management fees.
- (iii) Maintenance.
- (iv) Rent for recreational and other commonly used facilities.
- (v) Taxes upon Association property.
- (vi) Taxes upon leased areas.
- (vii) Insurance.
- (viii) Security provisions.
- * (ix) Other expenses.
- (x) Operating capital.
- (xi) Fees payable to the Division of Florida Land Sales and Condominiums.

(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Capital Expenditures and Replacement: Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments: Reserves for betterments shall be used for capital expenditures for betterments as herein defined. Reserves for betterments shall be budgeted within the sole discretion of the Board of Directors.

(e) Additional Accounts: The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

8.2 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide funds for specifically proposed betterments and approved improvements.

8.3 Procedure: The Board of Directors shall adopt a budget in accordance with the Condominium Act, as same may be amended from time to time.

8.4 Betterments: Betterments shall mean and include the acquisition of tangible personal property by the Association for the benefit of the Association and its members, and shall also include the acquisition, installation and construction of things, as well as the performance of work, the result of which shall improve or enhance the value of the common elements or its use by the Condominium residents. Betterments shall not require increased maintenance to the extent that they will have a substantial impact on common expenses. Betterments shall be of a lesser magnitude than improvements, and shall not be subject to the restrictions of Article XI of the Declaration. By way of explanation only, and not by way of limitation, the following shall be deemed betterments: the installation of improved or additional street lighting; installation of additional landscaping; the widening of existing paved streets or walks, or the paving of new walks or paths; installation of improved

or additional barbeque or picnic facilities; construction of a fishing dock in a lake or stream; installation of a heating system for a pool; or the extension of an irrigation or sprinkling system. By contrast, improvements, as used in the Declaration, are intended to include the construction of new buildings or additions to the existing buildings, the installation of recreational facilities such as pools and tennis courts, and other activities that substantially alter the use of the common elements and impact upon maintenance expense. Betterments shall in no event exceed a total cost of Ten Thousand Dollars (\$10,000.00) in any fiscal year, nor shall any one project costing in excess of Two Thousand Five Hundred Dollars (\$2,500.00) be deemed a betterment, without the approval of unit owners owning a majority of the units in the Condominium. The Board of Directors may plan for and include within the budget amounts for betterments and may expend such amounts; provided, however, that the Association, by majority vote of those present at any meeting, may overrule the decision of the Board that a given budget item constitutes a betterment; and may require the same be treated as an improvement and approved as required by Article XI of the Declaration. It is the purpose of this section to permit the Board of Directors, within limitations and guidelines, to provide for enhancements to the Condominium Property that might otherwise be technically considered an improvement, and to provide both discretion to the Board, yet protect the right of the unit owners to require that the more restrictive improvement procedures be invoked. The cost for betterments shall not be incurred without notice to the members, either by way of inclusion in a budget, notice at a meeting, or otherwise, so that the members' right to object shall be secured. The determination of the Board to treat an item as one of betterment shall be conclusive after the Association has had the opportunity to direct that same be deemed a proposed improvement. The Association members shall be considered to have had an opportunity to take such action if there has been a regular or special meeting of the membership at the time of giving of such notice or within thirty (30) days thereafter, or if more than fifteen (15) days have elapsed after the giving of such notice and no request for a special meeting pursuant to Section 4.2 has been made. If such request for a special meeting is made, then the determination of the Board must await the conclusion of the special meeting called pursuant to such request. If any such meeting is held, and a majority does not direct that such proposed betterment be deemed an improvement, then thereafter the Board's determination to treat same as a betterment shall be conclusive.

8.5 Assessments: Regular annual assessments against a unit owner for his share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessment is made. Such assessment shall be due in four (4) equal quarter annual installments, which shall come due on the 1st day of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a supplemental assessment levied. The supplemental assessment shall be due on the 1st day of the month next following the month in which the supplemental assessment is made or as otherwise provided by the Board of Directors. The first regular assessment shall be determined by the Board of Directors of the Association. Special assessments may be made from time to time by the Board as provided in Section 12.2 of the Declaration, with Association approval where required. Notice of special assessments not previously approved by the unit owner shall be given to the unit owners. Unit owners may request a special meeting to reconsider such special assessment by filing a request therefor in accordance with Section 4.2 of these By-Laws. Such request shall be filed within fifteen (15) days of mailing or delivery of the notice of such special assessment. At any such special meeting called pursuant hereto, the owners of a

majority of the units may overrule, restrict, or otherwise modify the determination of the Board with respect to such special assessment. Nothing contained herein shall prohibit the Board of Directors from levying a special assessment for any bona fide emergency common expense that cannot be paid from the annual budget or contingencies or reserve funds.

8.6 Acceleration of Assessments: As provided in the Declaration, upon default in payment the Board may elect to accelerate remaining installments of annual, supplemental or special assessments, and such assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent unit owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.7 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from special assessments and funds in reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.8 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be co-mingled or kept in separate accounts, but any such co-mingling shall not alter the accounting designated pursuant to Section 8.1 hereof or Article XII.

8.9 Audit: After Developer transfers complete control of the Association, a report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made. At least every three years, the report shall include as audit by a certified public accountant.

8.10 Fidelity Bonds: Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the Board, not to be less than minimum amounts established by the Condominium Act, as it may be amended from time to time. The premiums on such bonds shall be paid by the Association as a common expense.

ARTICLE IX. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

ARTICLE X. TRANSFER OF UNITS

The Board of Directors of the Association is empowered to approve or disapprove of transferees of Condominium units and the Board shall make reasonable rules, regulations and standards consistent with the Declaration, governing the approval or disapproval of transferees in the Condominium, which regulations and standards shall be designed to maintain a community of congenial residents of good character and with sufficient financial ability to timely pay the assessments of the Association and taxes and other requirements for payments resulting from residence in the Condominium. However, no person shall be denied the right to purchase or lease a unit because of race, religion, sex or national

origin. Such standards, as to purchasers and lessees within the Condominium, shall be drafted by or under the direction of the first elected Board of Directors after the Developer relinquishes control of the Association, and even after Developer relinquishes control of the Association but is conducting sales of units in later stages of the Condominium, Developer shall attempt to maintain the congeniality and compatibility required to carry out the common purpose in this Condominium. However, if the Developer shall have any question regarding the sale or lease of any unit he may submit the name of the purchaser or lessee to the Board of Directors for approval, and if he so submits the name of a purchaser or lessee to the Board, Developer shall be bound by the Board's decision.

ARTICLE XI. AMENDMENT

These By-Laws may be amended in the manner set forth in the Declaration, and using procedures that incorporate the provisions of the Condominium Act, as same may be amended from time to time; provided, however, no Amendment shall discriminate against any unit owner, or against any unit or class or group of units unless the unit owners so affected shall consent. No Amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Amendments to the By-Laws shall not be effective until they have been certified by the officer of the Association and a copy of the Amendment is recorded in the books of the Association.

ARTICLE XII. MULTIPLE CONDOMINIUMS

12.1 General: As provided in Article I, if the Association operates more than one condominium, it shall, in general, operate, manage, budget and assess each condominium separately, and the Articles and these By-Laws shall be construed accordingly and in conjunction with the Declaration of the condominium to which the particular matter is related. Notwithstanding general observance of the independent legal status of each condominium, it is the purpose of having this Association operate more than one condominium to provide for common management and operation of the condominiums to the extent possible, thereby realizing consistency, economy and uniformity within condominiums of like nature. Accordingly, the Association shall operate the condominiums together with a single complex, observing the separate legal status where required.

12.2 Voting: Voting rights shall apply to units in all condominiums without differentiation except where otherwise provided by the Condominium Act, the Declarations, the Articles or these By-Laws. Where matters pertain solely to one condominium, only owners of units in that Condominium shall be entitled to vote, and notices, quorums and requisite majorities shall be determined solely by reference to the units in such Condominium. Where matters pertain to each Condominium, such as adoption of rules, amendment of the Articles or By-Laws or matters pertaining to items of common expense, then each Condominium must be represented by a quorum from that Condominium, and proposals must be approved by the required majority of units in each Condominium to be effective. Where matters pertain to common Association business, quorums and required majorities shall be determined by reference to all units in all Condominiums, as though they are one.

12.3 Meetings: Meetings shall generally be for all members, and notice thereof given as provided in Section 4.3. Special meetings may be called and notice provided solely for one Condominium if the matters to be considered apply only to that Condominium. Pursuant to Section 4.2, a meeting of the entire Association may be called upon request of owners of not less than 15% of all units in all Condominiums. Meetings pertaining to matters relating only to one condominium may be called upon the request of voting members entitled to cast votes for not fewer than 15% of the units in that Condominium. Provided that meetings may be called by a smaller percentage for consideration of particular issues as may be provided by the Condominium Act.

12.4 Directors: Each Condominium shall be entitled to have proportional representation on the Board, to the extent possible, although mathematical precision shall not be required. If the difference in number of units in the Condominium is 20% or less of the number of units in the largest condominium, each shall be entitled to an equal number of Directors, and the additional Director shall be elected in alternate years from each condominium, in a majority of units from any condominium so request. Voting shall be by all members entitled to vote without distinction as to where the condominium unit is located. If a condominium is entitled to any particular Board member, but no member from that condominium is nominated, then any member of the Association may be elected. Nothing contained herein shall require any one dealing with the Association or the Board to inquire into the election of Directors or compliance with this Section, and any Board elected by the members shall have and may exercise all powers and authorities of the Board.

12.5 Budget and Assessments: Separate budgets shall be adopted for each condominium, and funds shall not be co-mingled except after transfer to common accounts for shared costs. Separate assessments shall be made for each condominium. Provisions for unit owner approvals or disapprovals for budgets, assessments, improvements or betterments shall apply separately to each condominium except for betterments that are commonly applicable to more than one condominium. The term "Common Surplus" shall be determined separately for each condominium.

12.6 Joint Management: The Board shall allocate expenses incurred by it to the condominiums pursuant to this Section. Expenses directly attributable solely to one condominium shall be charged to that condominium only, as a common expense thereof. Other expenses that cannot readily be cost accounted, including but not limited to, administrative and routine maintenance cost, shall be apportioned between and among the condominiums on a fair, reasonable and equitable basis, and factors relied upon shall bear a reasonable relationship to the relative benefit to the separate condominiums. Such apportionment may be based upon the number of units in each condominium, or upon other factors if more appropriate. Any apportionment made in good faith by the Board, on such basis, shall be binding, and the portion thereof allocated to each condominium shall be a common expense thereof without the need for further cost accounting. Any items for which the method of sharing expenses is provided in the Declarations shall be shared in the manner provided in the Declarations.

ARTICLE XIII. ARBITRATION

Internal disputes arising from the operation of the Condominium among unit owners, the Association, their guests and assigns, may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to the Condominium Act. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrators' decision will be final. If judicial proceedings are taken after arbitration, the arbitrators' final decision will be admissible in evidence. Any party may seek enforcement of the arbitrators' final decision in a court of competent jurisdiction. Nothing contained herein shall prevent any party from proceeding as may be otherwise provided in the absence of agreement to submit the dispute to binding arbitration pursuant hereto. If the Florida Division of Land Sales and Condominiums no longer provides arbitrators, then the arbitration shall be conducted in such other manner as may be designated by the Condominium Act. If no such alternate provisions are made, then such arbitration may employ such arbitrators and procedures as the parties submitting such matter to arbitration may agree upon.

ARTICLE XIV. MISCELLANEOUS

The provisions of these By-Laws shall be construed together with the Declaration of Condominium and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration, the provisions of the Declaration shall control. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to operate the Condominium. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

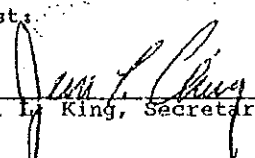
The foregoing was adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 4th day of Oct, 1984.

GARDEN LAKES VILLAGES 2 ASSOCIATION, INC.

Attest:

By:

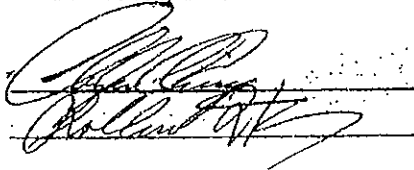

Christopher King, President


Jerri L. King, Secretary

JOINDER BY MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, that **CROSSLAND SAVINGS F.S.L.A.**, formerly First City Federal Savings & Loan Association, the owner and holder of that certain mortgage of record in Official Records Book 1086, Page 3261, of the Public Records of Manatee County, Florida, which mortgage encumbers the lands described in the attached Declaration of Condominium for Garden Lakes Village, Section 2, a Condominium, hereby consents to the Declaration of Condominium to which this consent is attached, in accordance with Chapter 718, Florida Statutes.

IN WITNESS WHEREOF, the said **CROSSLAND SAVINGS F.S.L.A.**, formerly First City Federal Savings & Loan Association, has caused this consent to be executed in its name this 4th day of October, 1984.



CROSSLAND SAVINGS F.S.L.A.,
formerly First City Federal
Savings & Loan Association

By: Donald Larouse

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4th day of October, 1984, by Donald Larouse as Vice President of **CROSSLAND SAVINGS F.S.L.A.**, formerly First City Federal Savings & Loan Association, on behalf of said Mortgagee.

Josephine L. Carlton
Notary Public
My commission expires: 8-28-88

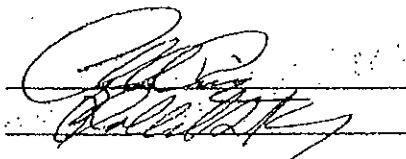
Notary Public, State of Florida at Large
My Commission Expires July 21, 1983

O.R. 1093 PG 0069

MORTGAGEE CONSENT

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL BAKER, as Successor-Trustee of BRADENTON-FT. MEYERS JOINT VENTURE LAND TRUST AGREEMENT, the owner and holder of a certain mortgage of record in Official Records Book 1086, Page 3298, of the Public Records of Manatee County, Florida, which mortgage encumbers the lands described in the attached Declaration of Condominium for Garden Lakes Village, Section 2, a Condominium, hereby consents to the Declaration of Condominium to which this consent is attached, in accordance with Chapter 718, Florida Statutes.

IN WITNESS WHEREOF, the said MICHAEL BAKER, as Successor-Trustee of BRADENTON-FT. MEYERS JOINT VENTURE LAND TRUST AGREEMENT, has hereunto set his hand and seal this 5th day of October, 1984.

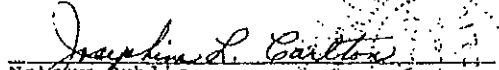


MICHAEL BAKER, as Successor-Trustee of BRADENTON-FT. MEYERS JOINT VENTURE LAND TRUST AGREEMENT

By: Michael Baker, Trustee

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 5th day of October, 1984, by MICHAEL BAKER, as Successor-Trustee of BRADENTON-FT. MEYERS JOINT VENTURE LAND TRUST AGREEMENT.


Notary Public
My commission expires: _____

Notary Public, State of Florida
My Commission Expires 02-28-1984

982975
FILED AND RECORDED
R.B. SHURE, CLERK
MANATEE COUNTY, FLA
OCT 5 4 11 PM '84

O. R. 1093 PG 0070

CERTIFICATE OF SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OF GARDEN LAKES VILLAGE, SECTION 2,
A CONDOMINIUM, MANATEE COUNTY, FLORIDA

380116

KNOW ALL MEN BY THESE PRESENTS: That the undersigned hereby certify that they are President and Secretary, respectively, of GARDEN LAKES VILLAGE 2 ASSOCIATION, INC., a not-for-profit Florida corporation, incorporated for the purposes of providing an entity for the operation of GARDEN LAKES VILLAGE, SECTION 2, A CONDOMINIUM, Manatee County, Florida.

The undersigned further certify that the Amendment appearing below amends the Declaration of Condominium of GARDEN LAKES VILLAGE, SECTION 2, A CONDOMINIUM, which Declaration appears in Official Records Book 1093, Page 2, of the Public Records of Manatee County, Florida, as amended by Amendment Number One, recorded in O.R. Book 1117, Page 2464 of the Public Records of Manatee County, Florida. The Amendment which appears below was adopted by the affirmative approval of not less than seventy-five percent (75%) of the entire membership of the Board of Directors of GARDEN LAKES VILLAGE 2 ASSOCIATION, INC., and by the owners of not less than seventy-five percent (75%) of the units, at a special meeting of the Board of Directors and the membership of GARDEN LAKES VILLAGE 2 ASSOCIATION, INC., duly held on December 14, 1989. The Amendment was proposed and adopted in accordance with the requirements of Article XXIV of the Declaration of Condominium of GARDEN LAKES VILLAGE, SECTION 2, Article XI of the Bylaws of GARDEN LAKES VILLAGE 2 ASSOCIATION, INC. and Chapter 718, Florida Statutes.

AMENDMENT

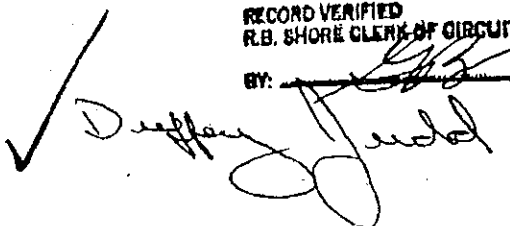
RESOLVED, that the Declaration of Condominium of GARDEN LAKES VILLAGE, SECTION 2, A CONDOMINIUM, is hereby amended in the following manner:

1. Article VIII, Subparagraph 8.9 of the Bylaws of Garden Lakes Village 2 Association, Inc., is amended to read as follows:

"8.9 Audit: After Developer transfers complete control of the Association, a report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each member not later than sixty (60) days following the end of the year for which the report is made."

RECORD VERIFIED
R.B. SHORE CLERK OF CIRCUIT COURT

BY: 

✓  109

O.R. 1291 PG 0794

