

THIS INSTRUMENT PREPARED BY:
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1205 Manatee Avenue West
Bradenton, FL 34205

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
GARDEN LAKES VILLAGE, SECTION 1, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That heretofore GARDEN LAKES VILLAGE, SECTION 1, A CONDOMINIUM, was formed by the recording of Declaration of Condominium in Official Record Book 1064, Pages 1234 et. seq., as amended, in the Public Records of Manatee County, Florida.

Pursuant to 718.110 (1), Florida Statutes, the Declaration of Condominium of Garden Lakes Village, Section 1, a Condominium, is hereby amended and restated in its entirety by the recording of this Amended and Restated Declaration of Condominium of Garden Lakes Village, Section 1, a Condominium (“Amended and Restated Declaration”). The purpose of these Amended and Restated Declaration is to incorporate all amendments to the original Declaration into one document.

ARTICLE I. Submission Statement: Developer, the owner of the lands and appurtenances hereinafter described and defined, hereby submits to condominium ownership pursuant to the Chapter 718, Florida Statutes, 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 1, A CONDOMINIUM-BOUNDARY (Lands 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 on Exhibit A as “INGRESS-EGRESS EASEMENT- Private Entrance Road from 37th Street East to Garden Lakes Village, Section 1, a Condominium,” which shall be appurtenant to the lands described in Section 1.1. Together with a temporary non-exclusive easement for the above purposes across, under and through the lands described and designated on Exhibit “A” as “37th Street East Access Easement”, which easement shall be appurtenant to the lands described in Section 1.1 until such time as the lands described in said easement are dedicated to the public and accepted by the Board of County Commissioners of Manatee County, at which time said temporary easement shall terminate.

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 Village, Section 1, A Condominium.” Said easements, together with the easements described in Section 1.2, are

Private Roads as hereinafter defined, and are designated by street name as Garden Lakes Majestic, Garden Lakes Oak and Garden Lakes Clenet. The reservation is in favor of 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 1, 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 Chapter 718, Florida Statutes, hereinafter called 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, plats 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 Component and Community Associations which are assessed against the unit owners under authority of the Condominium Act or this Declaration.

3.3 Association: "Association" means Garden Lakes Village 1 Component Association, Inc., a non-profit corporation, and its successors, which is and shall be the legal entity responsible for the operation of this Condominium.

(a) "Association" means, in addition to any entity responsible for the operation of common elements owned in undivided shares by unit owners, any entity which operates or maintains other real property in which unit owners have use rights, where membership in the entity is composed exclusively of unit owners or their elected or appointed representatives and is a required condition of unit ownership.

(b) "Association property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the association for the use and benefit of its members

3.4 By-Laws: “By-Laws” means the By-Laws of the Component Association as amended from time to time.

3.5 Board: “Board” means the Board of Directors of the Component 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 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 Component 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, of 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 (1982 Supplement) 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 of the Public Records of Manatee County, Florida, together with all amendments and supplements thereto.

3.17 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.

3.18 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.

3.19. 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.

3.20 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.

3.21 Limited Private Road: “Limited Private Road” shall mean and refer to those roads or rights of way located wholly within Garden Lakes Courtyards Villas if such road or right of way is designated in the documents establishing Garden Lakes Courtyards Villas as a limited private road, in which event such road shall be maintained by Garden Lakes Courtyards Villas.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 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.

3.27 Voting Certificate: "Voting Certificate" means a document which designates one of the record title holders, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a condominium unit that is owned by more than one owner or by any entity. Voting certificate may be required annually.

ARTICLE IV. Development Plan: The development plan is to establish and develop this Condominium in a single phase comprised of twenty-five (25) land condominium units, in which will be located twenty-five (25) 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 the 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 and or Florida Statutes. 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 of 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 as 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 liquefied 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 of 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 Component 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 Component 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.

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) Common Surplus: An undivided share in the common surplus.
- (d) Common Facilities: The right to use, occupy and enjoy common facilities of this Condominium, subject to the provisions of the Declaration, 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.
- (e) 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 Component Association, individual or collective unit owners, 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-conditioners or heating equipment of installations located without the unit boundaries.

6.3 Encroachments: If a unit or a limited common element, shall encroach upon any common element or 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 Component 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 therefore 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, common elements and limited common elements, utility services, and for the implementation of any of the maintenance or repair obligations of the Component Association, the unit owners and the Community Association.

6.6 Easements for Garden Lakes: 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 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 Component Association, on its behalf and on behalf of all unit owners (each of whom hereby appoints the Component 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 Component 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 purpose 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 Component 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 Component Association. Furthermore, The Component 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, even though such specific reservation and exception is not mentioned therein. 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. The Component Association shall be deemed to have the 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.

6.7 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.

6.8 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 Component Association, unless such tree is diseased, in addition, the Component Association must refer to Article 9.12 of the Garden Lakes Community Association Declaration of Covenants, Conditions and Restrictions for Garden Lakes.

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 Section 718.104(4)(e), Florida Statutes (1982 Supplement), a part of 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. 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 elements 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 Component 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 Component Association: The Component Association shall have responsibility for the maintenance, repair and improvements as provided in this section.

(a) Lawns and Landscaping: The Component 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 Component 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, fascia, soffits and eaves. The Component Association's responsibility is limited to cleaning, painting and staining of such exterior surfaces, and the making of routine minor repairs associated with such cleaning, painting and staining as determined by the Component Association Board of Directors.

(c) External Utility Services: The Component 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 Component 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 Component 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 Component 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 rest with the Component 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 as a result of, the carrying out of the maintenance responsibilities of the Component Association, or the negligence thereof, shall be repaired promptly by the Component 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 Component 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 Component 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 Component 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 Component Association may require unit owners to have roofs cleaned, and driveways sealed as determined by the Component Association Board of Directors. Any unit owner aggrieved by a decision of the Component Association to proceed under this section may, after receipt of notice from the Component 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 Component Association, and consent to the assessment of the cost thereof.

11.6 Alterations and Improvements:

(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, 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. 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. Nothing contained in this section shall be deemed to require written consent for maintenance, repair or replacement of existing common element facilities and improvements, nor shall the provisions hereof extend to betterments, as provided in the By-Laws. 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: 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 any part of the two-family building of which such dwelling forms a part, including but not limited to interior load bearing walls, partitions or columns, or any other structural elements in which partitions or columns, or any other structural elements in which easements exist under Section 6.5. 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 Component 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 such approval and without disturbing the rights of other unit owners or the Component 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 Component Association.

11.7 Fences: The exterior of fences enclosing courtyards shall be maintained and repainted or restained routinely by the Component 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 Component 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 Component 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 Component 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 collection additional or supplemental assessments to meet such needs and obligations of the Component Association. Common expenses may include amounts attributed or apportioned to the condominium pursuant to this Declaration.

12.2 Special Assessments: The Component 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 Component 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 Component Association for maintenance, repair or replacement that is the responsibility of the Component Association, or for the betterments, or any other item of cost or expense for which collection by special assessments is provided herein. Special assessments may also include amounts due the Component Association from unit owners for services or materials requested by the unit owner and purchased through the Component Association on behalf of those unit owners requesting such service or material.

12.3 Reserves: As part of its authority to make assessments, the Component 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 supplemental assessments shall be payable in such installments and at such times as may be fixed by the Component 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 up to the maximum amount allowed by law. All payments on account shall be applied first to late fees, 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 assessment, as the case may be, due and payable in full as to the delinquent unit owner.

12.5 Lien for Assessment: For further clarification, refer to F.S. 718.116 in its entirety and subsequent amendments. The Component 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. Likewise, the Component Association shall have a lien against each Condominium parcel for any unpaid special assessments with respect thereto, or against the unit owner thereof, and for interest thereon, in the same manner as liens for assessments. Such liens shall also secure reasonable attorney's fees incurred by the Component Association incident to the collection of such assessment or special assessment or enforcement of such liens. Said liens 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 for one year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in court as provided by the Condominium Act. Such claims of lien shall be signed and acknowledged by an officer of the Component Association or by the managing agent of the Component Association. Upon full payment, the party making the 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 Component Association in like manner as a foreclosure of a mortgage on real property. The Component Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien. Nothing contained herein shall relieve a unit owner from responsibility for such unpaid assessment and special assessments 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 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.

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

ARTICLE XIII. Component Association: The operation of the Condominium shall be by Garden Lakes Village 1 Association, Inc., a corporation not-for-profit under the laws of Florida, herein called the Component Association. A copy of the Articles of Incorporation of the Component Association is attached hereto as Exhibit B, and a copy of the By-Laws of the Component Association is attached hereto as Exhibit C.

13.1 Membership in Component Association: Each unit owner shall be a member of the Component Association, and no one who is not a unit owner shall be a member of the Component Association. Each unit owner agrees that he shall accept membership in the Component Association and agrees to be bound by this Declaration, the Articles of Incorporation and By-Laws of the Component Association and the rules and

regulations enacted pursuant thereto. Membership in the Component 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 Component Association. Voting rights and qualifications of voters are more fully set forth in the Articles and By-Laws.

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

13.4 Limitation Upon Liability of Component Association: Notwithstanding the duty of the Component Association to maintain and repair parts of the Condominium Property, the Component 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 Component Association, or caused by the elements or other owners or persons.

13.5 Relationship to the 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 of the Community Association for which the Community Association may establish assessments and shall have a lien for the collection of properly promulgated assessments upon each unit in this Condominium. This Condominium, however, is and shall remain an independent Component Condominium of Garden Lakes, and shall be managed and operated by its Board of the Association. As provided in Article 3.5 of the amended ByLaws, dated March 31, 1999 of the Community Association, the voting rights of the owners of units in this Condominium in the Community Association are established.

ARTICLE XIV. 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:

14.1 Authority to Purchase: The Component Association shall have the authority and the responsibility to insure the common elements and limited common elements. The Component 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 Component Association and all unit owners and their mortgages, as their interest may appear. The named insured shall be the Component 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 Component Association is authorized or directed to acquire pursuant to this Declaration shall be deemed a common expense.

14.2 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 the Component Association or be the responsibility of the Component Association, except as provided in Section 14.3(b).

14.3 Responsibility of the Component Association:

(a) Common Elements: The Component 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 insurance replacement value, and coverage for all personal property included within the common elements in an equal amount equal to its insurable replacement value, all as shall be determined annually by the Board of Directors of the Component Association. The Component 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 Component Association, including but not limited to, vandalism, and malicious mischief. In addition, the Component 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 Component 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 Component Association may 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 Component 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 Component 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, 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 but not limited to, vandalism and malicious mischief and other types of insurance that may from time to time be obtained by the Component Association for the Permitted Improvements shall insure all items deemed a part of the building under Section 718.111 (11) (a) of the Condominium Act as 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 conditioning and heating systems serving the Permitted Improvements, wherever located. 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

Component 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 14.2. All such insurance obtained by the Component Association shall be in an amount equal to the maximum insurable replacement value of each Permitted Improvement and be for the benefit of the Component 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 Component 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 Component Association. The Component 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 and permit the unit owner to obtain on his behalf coverage in amounts greater than that obtained by the Component Association.

14.4 Association as Agent: The Component 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 Component Association, and to execute and deliver releases upon the payment of claims, provided that no claims relating to any damage or destruction to Permitted Improvement for which the Component Association has purchased insurance pursuant to Section 14.3 (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 mortgage thereon. The Component Association may adjust claims against it covered by insurance policies purchased by the Component 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.

14.5 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 Component 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.

14.6 Payment of Proceeds: Proceeds of insurance carried by the Component Association pursuant to this Article shall be payable to the Component 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 Component Association, be paid to an insurance trustee in accordance herewith. (A unit shall be deemed "affected" if the damaged Permitted Improvement is a structure located at least in part upon or within such unit.) 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 Component Association or insurance trustee, as the case may be, in trust for the benefit of the Component Association, affected unit owners and mortgagees as their interest may appear, and shall be used and disbursed in accordance with Section 14.7. 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.

14.7 Disbursement of Proceeds: Insurance proceeds received by the Component 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, as provided by article XV. 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 Component 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 Component 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.

14.8 Deductible Responsibility: The Component Association is responsible for the per occurrence deductible.

ARTICLE XV. 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 XVI, and must result in a structure substantially the same in size, location and appearance as the Permitted Improvement that was damaged or destroyed.

15.1 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 shall 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 original structure, so long as the intent of the Declaration is not violated.

15.2 Liability For Assessments: Notwithstanding damage or destruction of the improvements to a unit, the unit owner shall remain liable to the Component 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 units 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 Component Association pursuant to this Article, the Component Association may, if the Board deems it advisable, borrow funds to complete such work, and assign as collateral therefore the assessment and lien rights of the Component Association with respect thereto and, if the Component Association has purchased a unit, grant a mortgage on such unit to secure a loan advanced for such purposes.

15.3 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.

15.4 Obligation to Rebuild: If any Permitted Improvement is substantially damaged or destroyed, it is the obligation of the owner or owners of the unit or units 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 the damage has occurred to such an extent that it is visible from the exterior 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 reconstruction 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 Component 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 16.5.

If the unit owner does not effect such restoration within the time limits hereafter set forth, the Component 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 Component Association shall provide such funds and collect all amounts so paid by special assessment against the unit and unit owner. If the Component 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 Component Association shall not replace any items which are not covered by insurance. If a unit owner commences restoration under plans approved under Article XVI, but fails to complete restoration, then the Component Association shall complete restoration according to the approved plans and specifications submitted by the unit owner.

15.5 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 may be deemed to have elected not to rebuild and the Component Association shall have the rights and duties hereinafter specified.

15.6 Component 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 Component 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 for assessments. Restoration by the Component Association shall be as otherwise provided in this Article. In addition, as provided in Section 15.2, the unit owner shall remain responsible for all other assessments in the same manner as if such damage or destruction had not occurred. The Component 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 Component Association shall own the title to any such unit, the assessments attributable to such unit shall be paid by the Component Association as a common expense of all units.

15.7 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 the time permitted hereby shall in no event exceed 180 days.

ARTICLE XVI. 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.

16.1 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 Architectural Review Committee 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 the terms established by the Board. 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.

16.2 Architectural Standards: The Architectural Review Committee may, from time to time, adopt and promulgate architectural standards for the Component 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 Component 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, i.e. Hurricane Shutter Specifications.

16.3 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 and Permitted Improvement is proposed by a unit owner for which architectural review is mandated by Section 11.6
- (b) Maintenance: Whenever any unit owner or the Component Association proposes to maintain or repair a unit and Permitted Improvement 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 Permitted improvements thereon.
- (c) Reconstruction: Whenever the improvements to a unit and permitted improvement 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.

16.4 Procedure: In all 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.

16.5 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.

16.6 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.

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

ARTICLE XVII. 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 was developed in sections or stages. The entire area comprising Garden Lakes will be subject to the Garden Lakes Community Association Documents, which provide minimum use restrictions for the entire development and provide for a Community Association to administer and enforce the Garden Lakes Community Association

Documents and carry out the responsibilities set forth therein. This Condominium is a part of Garden Lakes and therefore subject to the Garden Lakes Community Association Documents. It is not the intent of this Article to restate the Garden Lakes Community Association Documents, or the Articles or By-Laws of the Community Association. Rather, this Article is intended only to summarize portions of those documents, and to outline the relationship of this Condominium and its association to the Garden Lakes Community Association Documents, the Community Association and the overall Garden Lakes development.

17.1 Relationship: This Condominium is a separate Condominium established under the Condominium Act, and shall be managed and operated by its Association as herein provided. This Declaration, the Articles and By-Laws of its Association and the Condominium Act provide 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 Garden Lakes Community Association Documents, and therefore part of Garden Lakes. This Condominium is a Component Association of Garden Lakes.

17.2 Restrictions: The Garden Lakes Community Association Documents provide minimum use restrictions for Garden Lakes. The Garden Lakes Community Association Documents 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.

17.3 Community Association: The Garden Lakes Community Association Documents provide for a Community Association to administer the Garden Lakes Community Association Documents 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 Community Association to place a lien on such unit in accordance with the Garden Lakes Community Association Documents.

17.4 Community Association Duties: The Community Association will enforce the Garden Lakes Community Association Documents, 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 which are located only in Garden Lakes Courtyard Villas, shall be maintained by the Courtyard Villas. 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. The Community Association may also establish additional systems designated Community Service Systems under the Garden Lakes Community Association Documents, 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 Garden Lakes Community Association Documents 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.

17.5 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.

17.6 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 the Condominium are declared Common Property under the Covenants.

17.7 Reservations: The Community Association reserves for itself 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 there have been constructed designated bike paths through the common elements of this Condominium as a Community Service System and there are established drainage systems constructed which are likewise so designated. In addition, the Community Association has established, cable television or other electronic signal transmission lines through the Condominium property.

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

ARTICLE XIX. 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.

19.1 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 Component 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 Component Board in good faith finds that a strict adherence to the limitation of this section would impose a significant hardship upon the applicant. The Component 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.

19.2 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.

19.3 Commercial Use: 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 including but not limited to, lawn or garage sales; provided, however, that the Component 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.

19.4 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 of 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.

19.5 Masts and Antennae: Reference: Section 207 of the Telecommunications Act of 1996 and Associated Federal Communication Commission Regulations. All installations of this act must be approved by the Component Association Architectural Review Committee.

19.6 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. Each lease shall contain the agreement of the tenant to comply with the Garden Lakes Community Association Documents, 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 the acts, omissions or negligence of the

tenants and those claiming by, through or under him. All leases shall be subordinate to any lien filed by the Component Association. Leases must be approved in accordance with Article XX.

19.7 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, not to exceed 24 continuous hours. All temporary parking shall be restricted to concrete drives, carports, garages, parking spaces.

19.8 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, Component 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 the loading and unloading purposes only, not to exceed 24 continuous hours. 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. All permitted vehicles must be parked in the garage overnight. 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 Component Board, which shall exercise authority in a fair and equitable manner. The Component Board may distinguish between commercial vehicles permitted and those which are not by length, weight, appearance, condition and extent of advertising display.

19.9 Animals: Maintaining, keeping, boarding and raising animals for commercial purposes is prohibited. This regulation applies to all animals including livestock, poultry, pot-bellied pigs and reptiles of any kind or number. One pet per household is allowed. Any animal must be walked on a leash and excrement picked up immediately. At maturity, any animal may not exceed forty (40) pounds in weight and may not be taller than eighteen (18) inches in height at the shoulder. Guide dogs for the use of blind or hearing impaired residents are the exception. No pet may create a nuisance and must be controlled at all times. The Interview Committee must determine in writing if the prospective resident will comply with this restriction. An exception to the above may be made if it is determined that a bird caged in the residence will not be a nuisance. That pet may be approved and recommended to the Component Association Board of Directors. The Component Association Board has the final approval for any pets allowed in Garden Lakes. Any owner/resident possessing a permitted pet is deemed to have agreed to hold the Component Association and every other unit owner free and blameless from litigation because of loss, claim or liability of any kind arising by the keeping of such a pet within the Condominium. After once being notified of a 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.

19.10 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.

19.11 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.

19.12 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 occupancy of any unit in the 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 ever 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 this 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.

19.13 Guests: Guests of owners or occupants of units shall comply with all of the provisions of this Article XIX and reasonable rules and regulations adopted by the Component 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 Component Association, be required to leave the Condominium Property and the owners 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.

19.14 Regulations: Reasonable uniform regulations concerning and limiting the use of the Condominium Property may be made and amended from time to time by the Component 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 Component Association to all unit owners and residents of the Condominium.

ARTICLE XX. 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 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.

20.1 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 Component 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.

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

(a) Notice to the Component 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 Component Association of such intention, together with the name and address of the intended purchaser, lessee, donee, or trustee, and such other information as the Component 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 Component Association notice of the acquisition of the title, together with such other information concerning the unit owner and his acquisition as the Component Association may reasonably require, together with a certified copy of the instrument evidencing the unit owner's title, unless the requirement of the certification is waived by the Component 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 Component Association shall give to the Component 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 Component Association may reasonably require.

(iv) Failure to Give Notice: If any notice required to be given the Component 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 Component Association may, at its option and without notice, approve or disapprove of the transaction, transfer or ownership change. If the Component Association disapproves the transaction or ownership, the Component Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval: If the Component 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 Component Association pursuant to Section 20.2(a) (i), the Component Association shall have ten days after receipt of such notice and such other information as the Component 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 Component Association thereunto duly authorized. Such certificate 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 Component Association pursuant to Section 20.2(a) (ii) and (iii), then the Component Association shall have thirty days after the receipt of such notice and other information as the Component 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 officer or agents of the Component 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 Component Association, as set forth in Section 20.2 (a) (iv), and if the Component 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 Component Association to Act: If the Component 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 Component Association shall be deemed to have approved of such transaction and shall, upon written request therefore, issue an appropriate certificate of approval.

20.3 Disapproval by Component Association: If the Component Association shall timely disapprove a transfer of ownership of a unit, or an interest therein, the Component 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 Component Association shall follow the following procedures:

(a) Sale: If the proposed transaction is a sale, and if the notice of sale given by the unit owner so demanded, then within fifteen days after receipt of such notice and all other information reasonably

requested by the Component Association, the Component 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 Component Association, other than the Component 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 Component 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 Component Association.

(iii) If the Component Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser provided by the Component Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Component 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 or renewal of 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 Component 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 20.2 for approval or disapproval by Component Association, the Component 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 Component 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 or 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 Component Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Component Association shall default in his agreement to purchase, then notwithstanding Component Association disapproval, then such disapproved transfer or ownership shall be deemed to have been approved and the Component 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.

20.4 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 Component Association.

20.5 Approval Standards: The Component Association shall administer its approval and disapproval authority under this article in a fair, equitable and uniform manner. Each person will abide by the provisions of this Declaration and all applicable rules and regulation 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.

20.6 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. Approval shall be required by the Component 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.

20.7 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.

20.8 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 Component Association. Anything herein to the contrary notwithstanding, any transfer requiring Component Association approval under this Article shall, in the absence of record evidence of disapproval by the Component Association, be conclusively deemed approved six (6) months after the date of recordation of the instrument effecting such transfer.

20.9 Fees for Review: The Component 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. No charge shall be made in connection with extension or renewal of a lease.

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

21.1 Authority: The Component 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 Component Association's lien for delinquent assessments or Special Charges, where the bid of the Component Association does not exceed the amount found due the Component Association, or may purchase the unit in lieu of foreclosure of such lien if the consideration therefore does not exceed the amount of such lien. When authorized by affirmative vote of owners of not less than 75% of the units, or prior written approval of owners of not less than 75% of the units, the Component 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 Component Association; or any other judgment lien or lien attaching to the unit by operation of law.

21.2 Restriction: The Component Association shall not purchase any unit itself pursuant to Article XX. The Component 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.

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

ARTICLE XXII. Compliance, Default and Enforcement: Each unit owner and the Component 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 Component Association shall likewise comply with the provisions of the Condominium Act. A failure or default in compliance therewith shall entitle the Component 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.

22.1 Enforcement: The provisions of this Declaration, the By-Laws and rules and regulations of the Component Association duly adopted may be enforced by the Component Association of any unit owner by such remedies and means as are 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 Component Association may impose a special assessment for non-compliance and default, as set forth from time to time in the By-Laws.

22.2 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 Component 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 the limited common elements.

22.3 Costs and Attorney's Fees: In any proceeding or action arising because of an alleged failure or a unit owner or the Component Association to comply with the terms of this Declaration, the Articles and By-Laws of the Component 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 minor technical violation with an intention to harass.

22.4 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 Component Association adopted pursuant thereto, as they may exist from time to time, and the Condominium Act, unless such unit shall first have filed in writing with the Board a request for the Component Association to enforce such alleged breach or violation, and the Component Association shall have failed to enforce such alleged violation. If the Component Association takes no action within 20 days after receipt of such application, then the Component Association shall be deemed to have failed to act and such unit owner may proceed as otherwise authorized. If within such time the Component 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.

22.5 Non-waiver of Rights: The failure of the Component Association or any unit owner, 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 XXIII. Amendments: Subject to other provisions of this Declaration relative to Amendment, which provisions are excepted from the terms of this Article, this Declaration and the By-Laws of the Component Association may be amended in the following manner:

23.1 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.

23.2 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 Component 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 19 of the units; or

(b) By the affirmative approval of the owners of not less than 20 units in the Component Condominium.

23.3 Consideration and Voting: Upon proposal of an amendment as provided in Section 23.2, 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 Component Association members to be held not sooner than fifteen days nor later than sixty days therefore 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.

23.4 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 the deed.

23.5 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.

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

24.1 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.

24.2 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.

24.3 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 XXV. 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 Component Association for the items provided in this Article shall have the following rights:

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

25.2 Notice of Meetings: To be given written notice by the Component 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 Component Association, which notice shall state the nature of the amendment being proposed.

25.3 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.

25.4 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.

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

ARTICLE XXVI. Notices: Whenever a notice is provided for in any of the Component Condominium documents, such notice shall be in writing and shall be addressed to the Component Association at the mailing address of the Component 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 Component Association. The Component 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 Component Association. Notice 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 notice, such notice shall be mailed registered or certified with return receipt requested, or delivered in person with either a written acknowledgment of receipt therefore or an affidavit of delivery by the person delivering same.

ARTICLE XXVII. 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, may be amended from time to time.

ARTICLE XXVIII. Miscellaneous Provisions.

28.1 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.

28.2 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 and permitted improvements.

28.3 Severability: If any of the provisions of this Declaration or of the articles of Incorporation or by-Laws of the Component 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.

28.4 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 the 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.

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

28.6 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.

CERTIFICATE

The undersigned officers of the Garden Lakes Village 1 Association, Inc., a Florida corporation not-for-profit, do hereby certify that the foregoing Amended and Restated Declaration of Garden Lakes Village 1, a Condominium, were duly proposed and approved by 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.

AMENDED 995501

CONDOMINIUM BOOK 27, PAGE 92

GARDEN LAKES VILLAGE, SECTION 1, A CONDOMINIUM

A CONDOMINIUM SECTION 17, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

INGRESS-EGRESS EASEMENT - Garden Lakes Village, Section 1, A Condominium

From the Northwest corner of Section 17, Township 35 South, Range 18 East, Manatee County, Florida, as a Point of Reference; thence S.00°17'06"E., along the East line of said section, 1327.84 feet to the Southeast corner of the Northeast quarter of the Northeast quarter thereof; thence N.25°52'31"W., along the South line of said quarter-quarter 761.52 feet to a point on the Westerly right-of-way line of 37th Street East (a 66-foot proposed right-of-way); thence along said right-of-way by the arc of a curve to the left, concave to the Northeast, Radius 358.00 feet, Arc 216.84 feet, Chord S.43°34'47"E., 213.54 feet to a point on the West line of Garden Lakes Majestic (a variable width right-of-way); thence along said West line by the following four (4) courses:

- 1) S.41°52'32"E., 164.89 feet to a Point of Curve;
2) along the arc of a curve to the Right, Radius 30.00 feet, Arc 42.89 feet, Chord S.8°51'04"E., 59.33 feet to a Point of Tangent;
3) S.2°51'24"E., 43.6 feet;
4) S. 2°08'15"W., 22.80 feet to a point on a curve;
5) along the arc of a curve to the Right, concave to the Southwest, Radius 3.00 feet, Arc 2.42 feet, Chord S.29°06'12"E., 1.82 feet to a Point of Compound Curve;
6) along the arc of a curve to the Right, Radius 17.00 feet, Arc 16.97 feet, Chord S.47°54'30"W., 15.74 feet to a Point of Tangent;
7) S.49°54'28"W., 29.74 feet to a Point of Curve;
8) along the arc of a curve to the Left, Radius 220.00 feet, Arc 201.24 feet, Chord S.43°01'09"E., 194.30 feet

From a Point of Beginning; thence S.61°44'39"E., 40.89 feet to a point on the East line of said Garden Lakes Majestic; thence along said East line by the following four (4) courses:

- 1) along the arc of a curve to the Left, concave to the East, Radius 110.00 feet, Arc 115.25 feet, Chord S.15°02'06"E., 110.00 feet to a Point of Tangent;
2) S.45°10'03"E., 101.89 feet to a Point of Curve;
3) along the arc of a curve to the Right, Radius 110.00 feet, Arc 170.43 feet, Chord S.21°47'07"W., 165.19 feet to a Point of Tangent;
4) S.84°52'12"W., 104.41 feet;

thence N.68°13'00"W., 40.00 feet to a point on the West line of said Garden Lakes Majestic; thence S.81°57'07"W., along said West line 9.28 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 15.00 feet, Arc 23.56 feet, Chord N.43°32'09"W., 21.21 feet to a Point of Tangent; thence along the South line of Garden Lakes Cleet (a 30-foot private roadway); thence S.88°32'09"W., along said South line, 103.85 feet; thence N.00°00'00"E., 30.01 feet to the North line of said Garden Lakes Cleet; thence S.88°32'09"E., along said North line 104.83 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 15.00 feet, Arc 23.56 feet, Chord N.44°27'31"E., 21.21 feet to a Point of Tangent on the West line of said Garden Lakes Majestic; thence along said West line by the following five (5) courses:

- 1) S.81°01'51"E., 15.20 feet to a Point of Curve;
2) along the arc of a curve to the Left, Radius 170.00 feet, Arc 137.97 feet, Chord N.21°43'27"W., 134.21 feet to a Point of Tangent;
3) S.45°31'43"W., 161.89 feet to a Point of Curve;
4) along the arc of a curve to the Right, Radius 150.00 feet, Arc 110.49 feet, Chord N.23°58'00"W., 106.01 feet to a Point of Reverse Curve;
5) along the arc of a curve to the Left, Radius 15.00 feet, Arc 18.42 feet, Chord N.28°09'10"W., 15.24 feet to a Point of Reverse Curve,

the same being the South and West line of Garden Lakes Oak (a 30-foot private roadway); thence along said South, West, North, and East line of Garden Lakes Oak by the following eight (8) courses:

- 1) along the arc of a curve to the Right, Radius 285.00 feet, Arc 358.03 feet, Chord N.17°11'21"W., 335.00 feet to a Point of Tangent;
2) S.21°11'40"W., 163.43 feet to a Point of Curve;
3) along the arc of a curve to the Right, Radius 45.00 feet, Arc 164.93 feet, Chord N.75°11'43"E., 86.93 feet to a Point of Tangent;
4) S.25°42'30"W., 65.35 feet to a Point of Curve;
5) along the arc of a curve to the Right, Radius 47.00 feet, Arc 24.61 feet, Chord S.13°43'04"W., 24.33 feet to a Point of Tangent;
6) S.21°11'40"E., 164.87 feet to a Point of Curve;
7) along the arc of a curve to the Left, Radius 255.00 feet, Arc 310.16 feet, Chord N.36°02'27"W., 291.39 feet to a Point of Compound Curve;
8) along the arc of a curve to the Left, Radius 15.00 feet, Arc 24.01 feet, Chord N.42°12'52"E., 21.33 feet to the aforementioned Point of Beginning.

GARDEN LAKES VILLAGE, SECTION 1, A CONDOMINIUM - BOUNDARY (Land submitted hereby to condominium)

From the Northeast corner of Section 17, Township 35 South, Range 18 East, Manatee County, Florida, as a Point of Reference; thence N.89°51'25"W., along the North line of said section, 1328.05 feet to the Northwest corner of the Northeast quarter of the Northeast quarter thereof; thence S.00°08'38"E., along the West line of said quarter-quarter, 1329.90 feet to the Southwest corner of said quarter-quarter, the Point of Beginning; thence S.89°58'31"E., along the South line of said quarter-quarter, 146.19 feet; thence N.46°52'44"E., 56.78 feet; thence S.86°51'23"E., 141.43 feet; thence S.40°33'30"E., 341.43 feet; thence S.15°08'15"W., 158.42 feet; thence S.01°11'40"E., 73.79 feet; thence S.49°10'08"E., 65.70 feet; thence S.54°57'28"E., 79.01 feet to a point on the West line of Garden Lakes Majestic (a 60-foot private roadway); thence along said right-of-way along the arc of a curve to the left, concave to the Southeast, Radius 220.00 feet, Arc 106.23 feet, Chord S.31°35'17"W., 108.11 feet; thence S.61°44'39"E., 40.89 feet; thence S.80°12'18"E., 131.40 feet; thence S.45°02'05"E., 85.00 feet; thence S.32°19'03"E., 102.85 feet; thence S.19°41'28"E., 104.53 feet; thence S.08°56'24"E., 59.26 feet; thence S.00°00'00"W., 118.60 feet; thence N.88°43'03"W., 295.07 feet; thence S.00°00'00"E., 180.00 feet; thence S.90°00'00"W., 70.00 feet; thence N.45°00'00"W., 275.00 feet; thence S.90°00'00"W., 200.00 feet; to a point on the West line of the Southeast quarter of the Northeast quarter of said section; thence N.00°06'38"W., along said West line 660.00 feet to the aforementioned Point of Beginning.

INGRESS-EGRESS EASEMENT - Private Entrance Road from 37th Street East to Garden Lakes Village, Section 1, A Condominium

From the Northeast corner of Section 17, Township 35 South, Range 18 East, Manatee County, Florida, as a Point of Reference; thence S.00°17'06"E., along the East line of said section, 1327.84 feet to the Southeast corner of the Northeast quarter of the Northeast quarter thereof; thence N.89°58'31"W., along the South line of said quarter-quarter, 761.52 feet to a point on the Westerly right-of-way line of 37th Street East (a 66-foot proposed right-of-way); thence along said Westerly right-of-way line by the arc of a curve to the left, concave to the Northeast, Radius 358.00 feet, Arc 216.84 feet, Chord S.43°34'47"E., 213.54 feet to a Point of Beginning on Garden Lakes Majestic (a variable width private road); thence continue along the same curve, having an arc of 70.11 feet, Chord S.66°31'32"E., 70.00 feet; thence S.23°13'53"W., 257.19 feet to a point on a curve; thence along the arc of a curve to the left, concave to the South, Radius 45.00 feet, Arc 15.77 feet, Chord S.88°44'19"W., 15.65 feet to a Point of Reverse Curve; thence along the arc of a curve to the Right, Radius 57.00 feet, Arc 40.16 feet, Chord N.81°10'42"W., 39.17 feet to a Point of Reverse Curve; thence along the arc of a curve to the Left, Radius 42.00 feet, Arc 33.46 feet, Chord N.67°21'11"W., 32.36 feet to a Point of Tangent; thence S.69°49'26"W., 18.65 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 180.00 feet, Arc 172.34 feet, Chord S.42°23'30"W., 165.84 feet; thence N.61°44'39"W., 40.89 feet to a point on a curve; thence along the arc of a curve to the Right, concave to the Southeast, Radius 220.00 feet, Arc 201.24 feet, Chord N.43°37'09"E., 194.30 feet to a Point of Tangent; thence N.69°49'26"E., 29.74 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 17.00 feet, Arc 16.97 feet, Chord N.42°14'52"E., 15.74 feet to a Point of Compound Curve; thence along the arc of a curve to the Left, Radius 3.00 feet, Arc 3.12 feet, Chord N.30°06'12"W., 2.82 feet; thence N.15°08'15"E., 37.00 feet; thence S.74°51'45"E., 8.36 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 10.00 feet, Arc 42.89 feet, Chord N.64°11'04"E., 39.33 feet to a Point of Tangent; thence N.21°13'53"E., 164.89 feet to the aforementioned Point of Beginning.

CERTIFICATE:

I, Edward C. Ahlf, the undersigned Registered Land Surveyor, authorized to practice in the State of Florida, in compliance with Section 718.104(4)(a), Florida Statutes (718) SUPPL do hereby certify that the construction of the improvements described in this condominium plat of Garden Lakes Village, Section 1, A Condominium, consisting of Sheets 1 through 8, is substantially complete so that this material, together with the provisions of the declaration relating to matters of survey describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from said materials.

GEORGE F. YOUNG, INC.

Edward C. Ahlf
Florida Surveyor's Registration #3973

OFFICE OF

GEORGE F. YOUNG, INC.

CIVIL ENGINEERS - ARCHITECTS - LAND SURVEYORS
6108 26TH STREET WEST
BRADENTON, FLORIDA 33507

BK 1889 PG 7961 38 of 65

Manatee Boulevard 31, 1942. Adjacent units 8, 12, 23, and 33 occupied
Title, recorded sheet 4.

GARDEN LAKES VILLAGE, SECTION 1, A CONDOMINIUM

A CONDOMINIUM SECTION 17, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

INGRESS-EGRESS EASEMENT - Garden Lakes Village, Section 1, A Condominium

GARDEN LAKES VILLAGE, SECTION 1, A CONDOMINIUM - BOUNDARY (Land substituted hereby to condominium)

Condo BK 15 Pg 54

From the Northeast corner of Section 17, Township 35 South, Range 18 East, Manatee County, Florida, as a Point of Reference; thence S.00°17'06"W., along the East Line of said section, 1327.94 feet to the Southeast corner of the Northeast quarter of the Northeast quarter thereof; thence N.89°58'31"W., along the South line of said quarter-quarter 761.52 feet to a point on the Westerly right-of-way line of 37th Street East (a 66-foot proposed right-of-way); thence along said right-of-way by the arc of a curve to the left, concave to the Northeast, Radius 358.00 feet, Arc 216.84 feet, Chord S.43°24'47"E., 213.54 feet to a point on the West Line of Garden Lakes Majestic (a variable width right-of-way); thence along said West line by the following eight (8) courses:

- 1) S.23°13'53"W., 164.89 feet to a Point of Curve;
- 2) along the arc of a curve to the Right, Radius 90.00 feet, Arc 42.89 feet, Chord S.64°11'04"W., 99.33 feet to a Point of Tangent;
- 3) N.74°51'43"W., 4.56 feet;
- 4) S.15°08'15"W., 37.00 feet to a point on a curve;
- 5) along the arc of a curve to the Right, concave to the East, Radius 7.00 feet, Arc 3.12 feet, Chord S.30°04'12"E., 2.82 feet to a Point of Compound Curve;
- 6) along the arc of a curve to the Right, Radius 17.00 feet, Arc 14.37 feet, Chord S.42°14'37"W., 15.74 feet to a Point of Tangent;
- 7) S.69°49'26"W., 29.74 feet to a Point of Curve;
- 8) along the arc of a curve to the Left, Radius 220.00 feet, Arc 201.24 feet, Chord S.43°37'09"W., 194.30 feet

for a Point of Beginning; thence S.61°44'39"W., 107.89 feet to a point on the East line of said Garden Lakes Majestic; thence along said East line by the following four (4) courses:

- 1) along the arc of a curve to the Left, concave to the East, Radius 110.00 feet, Arc 115.19 feet, Chord S.15°02'06"W., 110.00 feet to a Point of Tangent;
- 2) S.45°02'03"W., 101.89 feet to a Point of Curve;
- 3) along the arc of a curve to the Right, Radius 710.00 feet, Arc 130.43 feet, Chord S.21°47'07"W., 146.79 feet to a Point of Tangent;
- 4) S.01°27'58"W., 104.41 feet;

thence N.88°43'03"W., 40.00 feet to a point on the West line of said Garden Lakes Majestic; thence N.01°27'51"W., along said West line 9.28 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 15.00 feet, Arc 23.54 feet, Chord N.43°32'09"W., 21.21 feet to a Point of Tangent, the same being on the South line of Garden Lakes Majestic (a 30-foot private roadway); thence N.88°39'09"W., along said South line, 103.85 feet; thence N.00°00'00"W., 30.01 feet to the North line of said Garden Lakes Majestic; thence S.88°32'09"W., along said North line 104.62 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 15.00 feet, Arc 23.54 feet, Chord N.48°27'51"W., 21.21 feet to a Point of Tangent on the West line of said Garden Lakes Majestic; thence along said West line by the following five (5) courses:

- 1) N.01°27'51"W., 33.25 feet to a Point of Curve;
- 2) along the arc of a curve to the Left, Radius 170.00 feet, Arc 137.97 feet, Chord N.21°47'07"W., 124.31 feet to a Point of Tangent;
- 3) N.45°02'03"W., 101.89 feet to a Point of Curve;
- 4) along the arc of a curve to the Right, Radius 130.00 feet, Arc 110.48 feet, Chord N.23°56'00"W., 108.01 feet to a Point of Reverse Curve;
- 5) along the arc of a curve to the left, Radius 15.00 feet, Arc 18.42 feet, Chord N.38°00'28"W., 17.28 feet to a Point of Reverse Curve.

the same being the South and West line of Garden Lakes Oak (a 30-foot private roadway); thence along said South, West, North, and East line of Garden Lakes Oak by the following eight (8) courses:

- 1) along the arc of a curve to the Right, Radius 283.00 feet, Arc 358.00 feet, Chord N.37°11'21"W., 333.00 feet to a Point of Tangent;
- 2) N.01°11'40"W., 165.45 feet to a Point of Curve;
- 3) along the arc of a curve to the Right, Radius 45.00 feet, Arc 164.93 feet, Chord S.75°11'40"W., 88.93 feet to a Point of Tangent;
- 4) S.28°48'20"W., 35.35 feet to a Point of Curve;
- 5) along the arc of a curve to the Right, Radius 47.00 feet, Arc 24.41 feet, Chord S.13°48'20"W., 24.31 feet to a Point of Tangent;
- 6) S.01°11'40"W., 36.87 feet to a Point of Curve;
- 7) along the arc of a curve to the Right, Radius 225.00 feet, Arc 338.16 feet, Chord S.36°08'22"W., 281.80 feet to a Point of Compound Curve;
- 8) along the arc of a curve to the left, Radius 23.00 feet, Arc 24.81 feet, Chord N.63°15'53"W., 21.31 feet to the aforementioned Point of Beginning.

From the Northeast corner of Section 17, Township 35 South, Range 18 East, Manatee County, Florida, as a Point of Reference; thence N.89°53'23"W., along the North line of said section, 1328.05 feet to the Northeast corner of the Northeast quarter of the Northeast quarter thereof; thence S.00°04'36"E., along the West line of said quarter-quarter, 1329.90 feet to the Southwest corner of said quarter-quarter, the Point of Beginning. Thence S.89°58'31"W., along the South line of said quarter-quarter, 146.19 feet; thence N.46°52'44"E., 36.78 feet; thence S.86°51'23"E., 141.43 feet; thence S.40°35'30"W., 141.43 feet; thence S.15°08'15"W., 37.00 feet; thence S.01°11'40"W., 73.79 feet; thence S.49°10'00"W., 66.70 feet; thence S.54°57'28"E., 79.01 feet to a point on the West line of Garden Lakes Majestic (a 40-foot private roadway); thence along said right-of-way along the arc of a curve to the Left, concave to the Southeast, Radius 220.00 feet, Arc 109.13 feet, Chord S.31°30'17"W., 108.11 feet; thence S.61°44'39"E., 40.89 feet; thence S.00°22'10"E., 131.40 feet; thence S.45°02'03"E., 85.00 feet; thence S.37°10'03"E., 102.95 feet; thence S.19°41'24"W., 104.51 feet; thence S.08°56'24"E., 59.26 feet; thence S.00°00'00"W., 118.60 feet; thence N.88°43'03"W., 295.07 feet; thence N.00°00'00"W., 100.00 feet; thence N.90°00'00"W., 70.00 feet; thence N.45°00'00"W., 275.00 feet; thence N.90°00'00"W., 200.00 feet, to a point on the West line of the Southeast quarter of the Northeast quarter of said section; thence N.00°06'38"W., along said West line 600.00 feet to the aforementioned Point of Beginning.

INGRESS-EGRESS EASEMENT - Private Entrance Road from 37th Street East to Garden Lakes Village, Section 1, A Condominium

From the Northeast corner of Section 17, Township 35 South, Range 18 East, Manatee County, Florida, as a Point of Reference; thence S.00°17'06"W., along the East line of said section, 1327.94 feet to the Southeast corner of the Northeast quarter of the Northeast quarter thereof; thence N.89°58'31"W., along the South line of said quarter-quarter, 761.52 feet to a point on the Westerly right-of-way line of 37th Street East (a 66-foot proposed right-of-way); thence along said Westerly right-of-way line by the arc of a curve to the left, concave to the Northeast, Radius 358.00 feet, Arc 216.84 feet, Chord S.43°24'47"E., 213.54 feet to a Point of Beginning on Garden Lakes Majestic (a variable width private road); thence continue along the same curve, having an arc of 70.11 feet, Chord S.46°31'52"E., 70.00 feet; thence S.23°13'53"W., 257.19 feet to a point on a curve; thence along the arc of a curve to the left, concave to the South, Radius 45.00 feet, Arc 15.77 feet, Chord S.86°44'19"W., 15.63 feet to a Point of Reverse Curve; thence along the arc of a curve to the Right, Radius 30.00 feet, Arc 40.16 feet, Chord N.81°10'42"W., 39.17 feet to a Point of Reverse Curve; thence along the arc of a curve to the Left, Radius 47.00 feet, Arc 33.46 feet, Chord N.87°21'11"W., 32.56 feet to a Point of Tangent; thence S.69°49'26"W., 18.65 feet to a Point of Curve; thence along the arc of a curve to the South, Radius 180.00 feet, Arc 172.34 feet, Chord S.42°23'40"W., 163.84 feet; thence N.81°44'39"W., 40.89 feet to a point on a curve; thence along the arc of a curve to the Right, concave to the Southeast, Radius 220.00 feet, Arc 201.24 feet, Chord N.43°37'09"E., 194.30 feet to a Point of Tangent; thence N.69°49'26"W., 29.74 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 17.00 feet, Arc 14.37 feet, Chord N.42°14'37"W., 15.74 feet to a Point of Compound Curve; thence along the arc of a curve to the Left, Radius 3.00 feet, Arc 3.12 feet, Chord N.30°06'12"W., 2.82 feet; thence N.15°08'15"W., 37.00 feet; thence S.74°51'43"W., 4.56 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 30.00 feet, Arc 48.89 feet, Chord N.64°11'04"E., 39.33 feet to a Point of Tangent; thence N.23°13'53"W., 164.89 feet to the aforementioned Point of Beginning.

CERTIFICATE:

I, Edward C. Hill, the undersigned Registered Land Surveyor, authorized to practice in the State of Florida, in compliance with Section 718.104(4)(e), Florida Statutes, 1987 SUPPL. do hereby certify that the construction of the improvements described in this condominium plat of Garden Lakes Village, Section 1, A Condominium, consisting of Sheets 1 through 4, is substantially complete so that this material, together with the provisions of the declaration relating to matters of survey describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from said materials.

GEORGE F. YOUNG, INC.

Edward C. Hill
Florida Surveyor's Registration #3975

OFFICE OF

GEORGE F. YOUNG, INC.

CIVIL ENGINEERS - ARCHITECTS - LAND SURVEYORS
6108 26TH STREET WEST
BRADENTON, FLORIDA 33507

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OF

GARDEN LAKES VILLAGE 1 ASSOCIATION, INC.
A Corporation Not For Profit

JUL 25 2 12 PM '88
TALLAHASSEE, FLORIDA

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 1 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 (1982 supplement), which Chapter 718 is hereinafter called the Condominium Act, for the operation of Garden Lakes Village, Section 1, 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.

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(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

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(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

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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.

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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

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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 14th day of July, 1983.

FIRST COMMUNITIES OF BRADENTON, INC., a Florida corporation

Sandra T. Balderson By: [Signature]
(Law R. Brouha) Christopher King, President

ACCEPTANCE BY REGISTERED AGENT

The undersigned, Christopher King, hereby accepts designation as Registered Agent and Resident Agent of the foregoing corporation. Dated this 14th day of July, 1983.

[Signature]
Christopher King

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14th day of July, 1983, by Christopher King, individually and as President of First Communities of Bradenton, Inc., a Florida corporation, on behalf of the corporation.

Sandra T. Balderson
Notary Public
My Commission Expires: 4-28-84

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EXHIBIT "C"

This instrument prepared by:
Stephen W. Thompson, Esquire
Florida Bar No. 0509310
Porges, Hamlin, Knowles & Prouty, P.A.
1205 Manatee Avenue West
Bradenton, Florida 34205

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AMENDED AND RESTATED
BY-LAWS OF
GARDEN LAKES VILLAGE 1 ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That heretofore GARDEN LAKES VILLAGE 1 CONDOMINIUM, was formed by the recording of Declaration of Condominium in Official Record Book 1064, Page 1242, as amended, in the Public Records of Manatee County, Florida.

Pursuant to Section 718.110(1), Florida Statutes, the By-Laws of Garden Lakes Village 1 Association, Inc., previously recorded in Official Record Book 1064, Page 1287, as amended, is hereby amended and restated in its entirety by the recording of this Amended and Restated By-Laws of Garden Lakes Village 1 Association, Inc. ("Amended and Restated By-Laws"). The purpose of these Amended and Restated By-Laws is to incorporate all amendments to the original By-Laws into one document.

ARTICLE I. IDENTIFICATION

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

1.2 Purpose: The Association has been organized for the purpose of operating one or more Condominiums pursuant to Chapter 718, Florida Statutes (1982 Supplement), hereinafter called the "Condominium Act." The initial condominium to be operated by the Association is Garden Lakes Village 1, a Condominium, located in Manatee County, Florida. The Association shall also operate any additional sections of Garden Lakes 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 Component Association shall be at 5499 37th Street East, Bradenton, Florida.

1.5 Fiscal Year: The fiscal year of the Component 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 Component Association shall consist of all of the record owners of units in this Condominium operated by the Component Association.

2.2 Change of Membership: Change of membership in the Component 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 approval of the Component Association to such change in ownership as required in the Declaration. Upon the happening of the two (2) aforementioned events, the owner established by such instrument shall thereupon become a member of the Component Association, and the membership of the prior owner shall be terminated.

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 Component 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 Component 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 Component 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 Component 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 Component 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 Component Association.
- (e) Partnership: If 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 Component 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 Component 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 Component 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 Component 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 of that unit and filed with the Secretary of the Component Association.
- (j) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. The unit shall not be counted in determining a quorum, unless all owners of that unit 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 Component 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 a Component Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at a Component 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 Component 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. 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, or combination thereof, 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 60 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 units in the Component 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 Component 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 on the official Bulletin Board of the Component Association 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 Component 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 Component 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 recess 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.

ARTICLE V. DIRECTORS

5.1 Number: The affairs of the Component 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:

- (a) Election of Directors shall be held at the annual meeting of the members.
- (b) The election shall be by ballot, pursuant to Florida Statute 718.112(d)(3).
- (c) Any Director may be recalled and removed from office pursuant to Florida Statute 718.112 (j) "recall of board members" as amended.

5.3 Term: The term of each Director's service shall be established as a system of staggered two (2) year terms of office.

5.4 Qualifications: All Directors shall be members of the Component Association. 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.

5.6 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Component 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 Component Association shall be deemed to have resigned if he transfers his unit so that he ceases to be a member of the Component Association. If three (3) consecutive unexcused absences from regular Board meetings occur, it 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 Meeting: 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' meeting 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 Recessed Meeting: If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may recess the meeting from time to time until a quorum is present. At any recessed 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 seventy two (72) hours or three days 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 Component Association.

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/Member Comments
- (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 Component Association and operation of the Condominium, except as may be reserved or granted to the unit owners, or a specific committee or committees of the Component 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 fifteen (15) 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 special assessment of a sum not to exceed \$100.00 (one hundred dollars) per offense with a maximum of \$1000.00 against the unit owner. Each day during which the violation continues shall be deemed a separate offense. Such special assessment 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 Component Association in the same manner as any other lien; provided that before foreclosure of any lien arising from a fine, special assessment, 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.

6.3 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Component Association to carry out the powers and duties of the Component 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 Component 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 Component 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 a simple majority of the units in the Component 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 a simple majority of the units in the Component 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 Component Association and operation of the Component 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 Component 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 be deemed to restrict the authority of the President of the Component Association from appointing advisory committees not inconsistent with committees created by the Board of Directors.

6.7 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 Component 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 office of the Component Association. He shall have all of the powers and duties which are usually vested in the office of President of a Component 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 Component 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 Component Condominium documents. He shall keep the records of the Component Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a Component 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, in cooperation with the duly appointed Component Association Manager (C.A.M.), if one exists, shall have the custody of all the property of the Component Association including funds, securities and evidences of indebtedness. He shall keep the books of the Component 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 Component 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 Component Association, nor preclude contracting with a Director for the management of the Condominium.

7.7 Indemnification of Directors and Officers: Every Director and every officer of the Component Association shall be indemnified by the Component 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 Component 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 Component Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

8.1 Accounting: Receipts and expenditures of the Component 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 sub classifications 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 Component Association for the benefit of the Component 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 Component 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 Component Association has had the opportunity to direct that same be deemed a proposed improvement. The Component 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 31 preceding the year for which the assessment is made. Such assessments shall be due in four (4) equal quarter annual installments or twelve (12) equal installments as determined by the Component Board for the year for which the assessments are made. It shall not be necessary for the Component Condominium Board to notice the dates of the assessments. 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 quarterly or monthly payments thereon shall be due from the 1st day of each quarter or 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 quarter or month next following the quarter or 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 Component Association. Special assessments may be made from time to time by the Board as provided in Section 12.2 of the Declaration, with Component 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 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 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 Component 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 Component Association shall be in an FDIC insured bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Component Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the appropriate resolution of the Board of Directors. Funds of the Component 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 Component Association, a report of the accounts of the Component 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.

8.10 Fidelity Bonds: Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for the Component 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 Component 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 Component Association, the Board of Directors and Committees of the Component Association when not in conflict with Declaration, Articles of Incorporation or these By-Laws.

ARTICLE X. TRANSFER OF UNITS

The Board of Directors of the Component Association is empowered to approve or disapprove of transferees of Component Condominium units and the Board shall make reasonable rules, regulations and standards consistent with the Declaration, governing the approval or disapproval of transfers in the Condominium, which regulations and standards shall be designed to maintain a community of congenial residents. However, no person shall be denied the right to purchase or lease a unit because of race, religion, sex or national origin.

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 Component Association and a copy of the Amendment is recorded in the books of the Component Association.

ARTICLE XII. ARBITRATION

Internal disputes arising from the operation of the Component Condominium among unit owners, the Component 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 XIII. MISCELLANEOUS

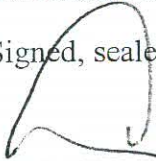
The provisions of these By-Laws shall be construed together with the Declaration of Condominium and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration, the provisions of the Declaration shall control. The provisions hereof shall be liberally construed to grant to the Component Association sufficient practical authority to operate the Component 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.

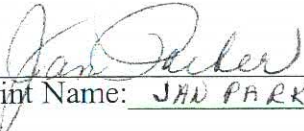
CERTIFICATE

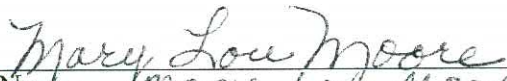
The undersigned officers of the Garden Lakes Village 1 Association, Inc., a Florida corporation not-for-profit, do hereby certify that the foregoing By-Laws of Garden Lakes Village 1 Association, Inc., were duly proposed and approved by the affirmative approval of not less than 75% of the entire membership of the Board, and by the owners of not less than 75% of the units.


IN WITNESS WHEREOF, the Board of Directors of Garden Lakes Village 1 Association, Inc., have caused these By-Laws to be signed in its name this 3rd day of September, 2003.

Signed, sealed and delivered


Print Name: Cathy D McMullen


Print Name: JAW PARKER

By: 
Print Name: MARY LOU MOORE
Its: : PRESIDENT

Attest: 
As its Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 3rd day of September, 2003, by Mary Lou Moore and Anne LaCiera as President and Secretary, respectively, of Garden Lakes Village 1 Association, Inc., a Florida Corporation not-for-profit, on behalf of the corporation. They are personally known to me or who have produced _____ (type of identification).

Warren Weil
Notary Public, State of Florida

