

This instrument prepared by:
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**THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF GARDEN LAKES VILLAGE, SECTION 1, A CONDOMINIUM**

WHEREAS, the Amended and Restated Declaration of Condominium of Garden Lakes Village, Section 1, a Condominium (the "Declaration") was recorded in Official Records Book 1889, Pages 7924 et seq., in the Public Records of Manatee County, Florida.

WHEREAS, the owners of the units in this condominium have found it necessary to amend this Declaration.

NOW THEREFORE, the owners of units in this condominium, as members of the Garden Lakes Village 1 Association, Inc. (the "Association"), voted to amend Article XIV, Sections 14.1, 14.2, 14.3, and 14.8 of the Declaration as follows:

(Words in strikethroughs are deletions from existing text. Underlined words are additions to existing text)

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

(c) Authority of the Component Association to Purchase Insurance on the Permitted Improvements: Notwithstanding that Permitted Improvements are located within units, because there is a community of interest within the Condominium to assure to all unit owners that proper insurance is maintained with respect to the Permitted Improvements, the Component Association shall have the exclusive authority and responsibility as herein provided to obtain casualty insurance upon any or all of the Permitted Improvements, if so determined by the Board of Directors of the Component Association upon reasonable notice. Such authority is deemed necessary to take advantage of financial conditions that benefit individual members, and to assure the members of the Component Association that to each unit owner, in the event that a unit owner may fail to obtain adequate insurance as required by this Article, the Component Association shall have the opportunity to purchase adequate insurance. This provision will assist in limiting under-insured or non-insured Permitted Improvements, that the Permitted Improvements which he owns will be adequately insured, and that all Permitted Improvements can and will be reconstructed or rebuilt in accordance with the original development plan after damage, so that the value and appearance of the units within the Condominium will be continued and enhanced. Accordingly, the Component Association shall

have the authority, but not the obligation, to purchase and keep in force, as agent for the unit owners and their mortgagees, casualty insurance covering any or all of the Permitted Improvements in the Condominium. Such insurance, if purchased by the Component Association, which may be in the form of one or more master policies or individual policies on each structure, or any combination thereof, shall be in a company or companies authorized to do business in Florida and in good standing with the State of Florida, as selected from time to time by the Board. Such insurance shall afford protection against loss or destruction by fire, or other hazards covered by the standard extended coverage endorsement, and such other risks, except flood insurance (rising water), as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the Permitted Improvements, including 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 charges for such insurance shall be paid by the Component Association as a common expense.~~ In the event that the Component Association elects to purchase such insurance on all of the Permitted Improvements, the costs of the premiums and deductibles shall be a common expense, unless otherwise determined by the Component Association. However, in the event that the Component Association elects not to purchase such insurance for all of the Permitted Improvements, and any unit owner fails to obtain insurance as required by the Component Association, the Component Association shall have the authority to purchase individual policies on such Permitted Improvements, with all of the costs, charges, premiums, and deductibles to be assessed against the individual unit. In the event that such assessments are not paid by the individual unit owner, the Component Association shall have the authority to file a lien against the unit, and to foreclose such lien and seek any and all legal or equitable remedies available by law to ensure collection.

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.

14.8 Deductible Responsibility: Except as otherwise provided herein, the Component Association is responsible for the per occurrence deductible for policies purchased by the Component Association when the Component Association has elected to purchase casualty insurance on all of the Permitted Improvements. Notwithstanding the foregoing, the individual unit owners shall be responsible for all hurricane deductibles associated with damage to his or her individual unit in the event that a hurricane causes damage that triggers the requirement to pay the hurricane deductible for the insurance policy associated with the particular unit.

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

CERTIFICATE OF AMENDMENT

The undersigned officers of the Garden Lakes Village 1 Association, Inc., a Florida not-for-profit corporation, hereby certify that this Amendment to the Amended and Restated Declaration of Condominium of Garden Lakes Village 1, a Condominium, was approved and adopted by the requisite number of owners as required by Article XXIII of the Declaration. The undersigned further certify that the Amendment to the Declaration was adopted in accordance with the condominium documents and applicable law.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 7th day of DECEMBER, 2006.

WITNESSES:
(two witnesses to President's Signature)

**GARDEN LAKES VILLAGE 1
ASSOCIATION, INC.**

Dorothy Erikson
Print Name: Dorothy Erikson

By: Mary Lou Moore
Print Name: MARY LOU MOORE
as its PRESIDENT

FRANCES ELLISON
Print Name: Frances Ellison

Attest:
By: [Signature]
Print Name: ARTHUR TOWNSENTONIS
as its Secretary

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 7th day of December, 2006, by Mary Lou Moore, as President of Garden Lakes Village 1 Association, Inc., and attested by Arthur Townsentonis, as Secretary of Association. They are personally known to me or have produced _____ as identification.

Warren Weil
Notary Public, State of Florida

My Commission Expires



WARREN WEIL
MY COMMISSION # DD 432801
EXPIRES: August 28, 2009
Bonded Thru Budget Notary Services