

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
KEVIN L. EDWARDS, ESQ.  
BECKER & POLIAKOFF, P.A.  
630 S. ORANGE AVENUE  
SARASOTA, FL 34236

OR BOOK 02250 PAGES 4757 - 4852  
MANATEE COUNTY CLERK COURT  
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**CERTIFICATE OF AMENDMENT  
REFLECTING THE ADOPTION  
OF THE  
COMBINED AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
AND  
AMENDED AND RESTATED BYLAWS  
FOR  
PARKWAY VILLAS, A CONDOMINIUM**

The undersigned officer of Parkway Villas Condominium Association, Inc., a Florida not for profit corporation organized and existing to operate and maintain Parkway Villas Condominium Association, according to the Declaration of Condominium thereof as recorded in O.R. 4681, pages 496, et seq. (Unit No. 1), O.R. 488, pages 686, et seq. (Unit No. 2), O.R. 509, pages 191, et seq. (Unit No. 3), O.R. 529, pages 687, et seq. (Unit No. 4), O.R. 550, pages 494, et seq. (Unit No. 5), and O.R. 583, pages 464 seq. (Unit No. 6), Public Records of Manatee County, Florida, hereby certify that:

1. The attached Combined Amended and Restated Declaration of Condominium, replacing the original Declaration and recently adopted amendments, was approved by not less than 75% of the units owners present and voting at a membership meeting held on February 25, 2008.
2. The attached Amended Articles of Incorporation, replacing the original Articles and recently adopted amendments, were approved by the requisite number of votes at a membership meeting held on February 25, 2008. The Amended Articles of Incorporation have been filed with the Florida Department of State.
3. The attached Amended and Restated Bylaws, replacing the original Bylaws and recently adopted amendments were approved by not less than 67% of the unit owners present and voting at a membership meeting held on February 25, 2008.

In witness whereof, the Association has caused this instrument to be executed by its authorized officer this 11<sup>th</sup> day of March, 2008, at Manatee County, Florida.

PARKWAY VILLAS CONDOMINIUM  
ASSOCIATION, INC.

Jacqueline A. Rak  
Witness Signature

BY: [Signature]  
Carlos Gutierrez, President

Jacqueline A. Rak  
Printed Name

Kathleen M. Block  
Witness Signature

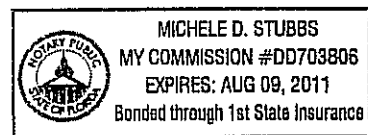
Kathleen M. Block  
Printed Name

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2008 by Carlos Gutierrez, as President of Parkway Villas Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public [Signature]  
Printed Name \_\_\_\_\_  
State of Florida \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

SAR\_DB: 158919\_1



**COMBINED AMENDED AND RESTATED**

**DECLARATION OF CONDOMINIUM**

**OF**

**PARKWAY VILLAS, A CONDOMINIUM, UNIT NO. 1  
PARKWAY VILLAS, A CONDOMINIUM, UNIT NO. 2  
PARKWAY VILLAS, A CONDOMINIUM, UNIT NO. 3  
PARKWAY VILLAS, A CONDOMINIUM, UNIT NO. 4  
PARKWAY VILLAS, A CONDOMINIUM, UNIT NO. 5  
PARKWAY VILLAS, A CONDOMINIUM, UNIT NO. 6**

**SUBSTANTIAL REWORDING OF DECLARATIONS OF CONDOMINIUM-  
SEE CURRENT DECLARATIONS OF CONDOMINIUM FOR CURRENT TEXT**

**RECITALS:**

These six condominiums were established by Declarations dated and recorded in the Manatee County Public Records as follows:

**Parkway Villas, a Condominium, Unit No. 1** was created by the Declaration of Condominium recorded at O.R. Book 468, Pages 496 *et seq.*, of the Public Records of Manatee County, Florida. The following land and improvements thereon, situate lying and being in the County of Manatee, being more particularly described as follows:

BEGIN AT THE S.W. CORNER OF LOT 1, BLK A, BAYSHORE GARDENS, SECTION NO. 35, AS RECORDED IN PLAT BOOK 13, PAGE 44, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTH R/W OF BAYSHORE GARDENS PARKWAY; THENCE S 89°30'30" W, ALONG SAID NORTH R/W, 240.00 FT.; THENCE N 00°30'00" W, PARALLEL TO THE WEST LINE OF SAID BLK A, BAYSHORE GARDENS, SECTION NO. 35, AND 240.00 FT. THEREFROM, 308.97 FT.; THENCE N 89°30'00" E PERPENDICULAR TO THE WEST LINE OF SAID BLK A, 80.00 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 155.00 FT., THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°09'58", 173.59 FT.; THENCE S44°40'20" E, 103.88 FT. TO THE INTERSECTION OF SAID LINE AND THE WESTERLY EXTENSION OF THE NORTH LINE OF BLK D OF SAID BAYSHORE GARDENS, SECTION NO. 35; THENCE N 89°30'00" E, ALONG SAID WESTERLY EXTENSION, 45.47 FT. TO THE N.W. CORNER OF LOT 8 OF SAID BLK D; THENCE S 00°30'00" E, ALONG THE WEST LINE OF SAID LOT 8, 108.00 FT. TO THE S.W. CORNER THEREOF, SAID POINT LYING ON THE NORTH R/W OF HOPKINS DRIVE WEST; THENCE S 89°30'00" W, ALONG SAID NORTH R/W, 45.31 FT.; THENCE S 00°30'00" E, 50.00 FT. TO THE N.E. CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN O.R. BOOK 308, PAGES 43, AND 44, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 89°30'00" W, ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 70.00 FT. TO THE N.W. CORNER THEREOF; THENCE S 00°30'00" E, ALONG THE WEST LINE OF SAID PARCEL OF LAND, 108.00 FT. TO THE S.W. CORNER THEREOF; THENCE N 89°30'00" E,

ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, 70.00 FT. TO THE N.W. CORNER OF LOT 1, OF SAID BLOCK A, BAYSHORE GARDENS, SECTION NO. 35; THENCE S 00°30'00" E, ALONG THE WEST LINE OF SAID LOT 1, 108.00 FT. TO THE P.O.B., BEING AND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLA. SUBJECT TO AN EASEMENT FOR UTILITIES FOR ALL FUTURE VILLAS OF PARKWAY VILLAS.

**Parkway Villas, a Condominium, Unit No. 2** was created by the Declaration of Condominium recorded at O.R. Book 488, Pages 686 *et seq.*, of the Public Records of Manatee County, Florida. The following described land and improvements thereon, situate lying and being in the County of Manatee, State of Florida, being more particularly described as follows:

BEGIN AT THE SOUTHWEST CORNER OF LOT 1, BLK A, BAYSHORE GARDENS, SECTION NO. 35, AS RECORDED IN PLAT BOOK 13, PAGE 44, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (SAID POINT ALSO LYING ON THE NORTH R/W OF BAYSHORE GARDENS PARKWAY), THENCE S 89°30'30" W, ALONG SAID NORTH R/W, 240.00 FT.; THENCE N 00°30'00" W, PARALLEL TO THE WEST LINE OF SAID BLK A, BAYSHORE GARDENS, SECTION NO. 35, AND 240.00 FT. THEREFROM, 308.97 FT. FOR A P.O.B; THENCE CONTINUE N 00°30'00" W 55.20 FT.; THENCE N 44°30'00" E, 216.77 FT.; THENCE N 89°30'00" E, PARALLEL TO THE NORTH LINE OF BLOCK "D" OF SAID BAYSHORE GARDENS, SECTION NO. 35, AND THE WESTERLY EXTENSION THEREOF, AND 171.45 FT. THEREFROM, 333.72 FT.; THENCE S 00°30'00" E. PERPENDICULAR TO SAID NORTH LINE OF SAID BLOCK "D," 81.48 FT.; THENCE N 89°30'00" E, PARALLEL TO THE NORTH LINE OF SAID BLOCK "D" AND 90.00 FT. THEREFROM, 36.26 FEET TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°58'18", 28.35 FEET; THENCE S 88°40'00" E, PERPENDICULAR TO THE WEST LINE OF LOT 1 OF SAID BLOCK "D"; BAYSHORE GARDENS, SECTION NO. 35, 91.75 FEET TO THE INTERSECTION OF SAID LINE AND THE WEST LINE OF SAID LOT 1; THENCE S 01°12'00" W, ALONG THE WEST LINE OF LOTS 1 AND 2 OF SAID BLOCK "D", 87.58 FT. TO THE COMMON CORNER OF LOTS 2, 3 AND 4 OF SAID BLOCK "D"; THENCE S 78°04'11" W, ALONG THE NORTHERLY LINE OF SAID LOT 4, 71.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 89°30'00" W, ALONG THE NORTH LINE OF SAID BLOCK "D" AND THE WESTERLY EXTENSION THEREOF, 325.47 FEET; THENCE N44°40'20" W, 103.88 FEET TO A POINT ON A CURVE, WHOSE RADIUS POINT LIES S 26°20'02" E, 155.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°09'58", 173.59 FEET; THENCE S 89°30'00" W, PERPENDICULAR TO THE WEST LINE OF SAID BLOCK "A", 80.00 FEET TO THE P.O.B., BEING AND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

**Parkway Villas, a Condominium, Unit No. 3** was created by the Declaration of Condominium recorded at O.R. Book 509, Pages 191 *et seq.*, of the Public Records of Manatee County, Florida. The following described land and improvements thereon, situate lying and being in the County of Manatee, State of Florida, being more particularly described as follows:

BEGIN AT THE COMMON CORNER OF LOTS 2, 3 AND 4, BLOCK "D", BAYSHORE GARDENS, SECTION NO. 35, AS RECORDED IN PLAT BOOK 13, PAGE 44, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE N01°12'00" E, ALONG THE WEST LINE OF LOTS 1 AND 2, OF SAID BLOCK "D", 87.58 FEET FOR A P.O.B.; THENCE CONTINUE N01°12'00" E ALONG SAID WEST LINE AND NORTHERLY EXTENSION THEREOF, 418.99 FEET TO A POINT ON THE WEST LINE OF LOT 22, BLOCK "D", BAYSHORE GARDENS, SECTION NO. 36, AS RECORDED IN PLAT BOOK 13, PAGE 53, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO LYING 10.0 FEET SOUTH OF THE S.E. CORNER OF LOT 21 OF SAID BLOCK "D"; THENCE N 88°49'20" W, PARALLEL TO THE SOUTH LINE OF SAID LOT 21, AND 10.0 FEET THEREFROM, 108.00 FEET TO THE INTERSECTION OF SAID LINE AND THE EAST R/W OF BROWN AVENUE NORTH; THENCE S 01°10'40" W, ALONG SAID EAST R/W, 0.87 FEET TO THE INTERSECTION OF SAID EAST R/W AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK "G", OF SAID SECTION NO. 36; THENCE S89°30'00" W, ALONG SAID SOUTH LINE AND EASTERLY EXTENSION THEREOF, 178.02 FEET; THENCE S00°30'00" E, PERPENDICULAR TO SAID SOUTH LINE, 90.00 FEET; THENCE N89°30'00" E, PARALLEL TO SAID SOUTH LINE, 15.00 FEET; THENCE S00°30'00" E, PERPENDICULAR TO SAID SOUTH LINE, 72.57 FEET; THENCE S24°50'20"E, 85.59 FEET TO THE INTERSECTION OF SAID LINE AND THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N 20°13'36" W, 160.92 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°43'36", 55.40 FEET TO THE P.T. OF SAID CURVE, THENCE S14°43'10"E, 104.52 FEET; THENCE N 89°30'00"E, 101.02 FEET; THENCE S 00°30'00" E, 81.48 FEET; THENCE N89°30'00" E, 36.26 FEET TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°58'18", 28.35 FEET, THENCE S88°48'00" E, PERPENDICULAR TO THE WEST LINE OF LOTS 1 AND 2, BLOCK "D", OF SECTION 35, 91.75 FEET TO THE P.O.B., BEING AND LYING IN SECTIONS 15 AND 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

**Parkway Villas, a Condominium, Unit No. 4** was created by the Declaration of Condominium recorded at O.R. Book 529, Pages 687 *et seq.*, of the Public Records of Manatee County, Florida. The following described land and improvements thereon, situate lying and being in the County of Manatee, State of Florida, being more particularly described as follows:

(SEE EXHIBIT "D," WHICH CONSISTS OF 2 PAGES, ATTACHED HERETO)

**Parkway Villas, a Condominium, Unit No. 5** was created by the Declaration of Condominium recorded at O.R. Book 550, Pages 494 *et seq.*, of the Public Records of Manatee County, Florida. The following described land and improvements thereon, situate lying and being in the County of Manatee, State of Florida, being more particularly described as follows:

(SEE EXHIBIT "E," WHICH CONSISTS OF 2 PAGES, ATTACHED HERETO)

**Parkway Villas, a Condominium, Unit No. 6** was created by the Declaration of Condominium recorded at O.R. Book 583, Pages 464 *et seq.*, of the Public Records of Manatee County,

Florida. The following described land and improvements thereon, situate lying and being in the County of Manatee, State of Florida, being more particularly described as follows:

(SEE EXHIBIT "F," WHICH CONSISTS OF 1 PAGE, ATTACHED HERETO)

Said Declarations were subsequently amended as follows:

Amendment recorded at O.R. Book 817, Page 555, Manatee County Public Records, relevant to Villas 1 through 6.

The submission of the lands to the condominium form of ownership by those documents and easements therein or otherwise created remain effective as do the legal descriptions, condominium plot plans and amendments thereto. This Combined Declaration does not merge the condominiums. Except as to the provisions noted, this Declaration supersedes and replaces the originals. The original Declarations, as amended heretofore, hereby, and hereafter to remain in effect for the purpose of legally describing the individual Condominium Parcels within the Condominiums operated by this Association, and for any other purpose necessary or appropriate by law.

By adoption of this Combined Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the original Declarations of Condominium and hereby restate the Declarations of Condominium and its Exhibits in its entirety. By adoption of this Combined Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act.

The names of the condominiums are: **Parkway Villas, a Condominium, Unit No. 1; Parkway Villas, a Condominium, Unit No. 2; Parkway Villas, a Condominium, Unit No. 3; Parkway Villas, a Condominium, Unit No. 4; Parkway Villas, a Condominium, Unit No. 5; and Parkway Villas, a Condominium, Unit No. 6.**

Parkway Villas, Unit 1 contains 21 Villas, Parkway Villas, Unit 2 contains 28 Villas, Parkway Villas, Unit 3 contains 30 Villas, Parkway Villas, Unit 4 contains 40 Villas, Parkway Villas, Unit 5 contains 47 Villas, Parkway Villas, Unit 6 contains 55 Villas.

**NOTE:** The initial Declarations of Condominium for the aforementioned condominiums were all recorded in the Public Records of Manatee County prior to January 1, 1977. As such, and in accordance with Section 718.111 (6), Florida Statutes (2007), an amendment to all of the said Declarations was recorded at O.R. Book 817, Page 555, et seq. of the Public Records of Manatee County for the purpose of operating all of the said condominiums as a single condominium for purposes of financial matters and reporting, including budgets, assessments, accounting, recordkeeping and similar matters.

1. **DEFINITIONS.** As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 **"Act" or "Condominium Act"** means the Condominium Act (Chapter 718, Florida Statutes), as it existed at the time of the creation of the Condominium, unless otherwise specified.

1.2 **"Articles"** means Articles of Incorporation as attached hereto as Exhibit "B."

1.3 **"Assessment"** means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Villa.

1.4 **"Association"** means PARKWAY VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, the entity responsible for the operation of the condominium.

1.5 **"Association Property"** means all real or personal property, owned or leased by the Association for the use and benefit of the Villa Owners. Association Property is described in Exhibit "A-1" attached hereto.

1.6 **"Board of Directors" or "Board" or "Directors"** means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration." Each Director must be a Villa Owner, or Primary Occupant (in case of Villas that designate a Primary Occupant), the spouse of a Villa Owner or Primary Occupant, the settler, grantor, or beneficiary of a trust described in Section 733.707, Florida Statutes (2007), which owns a Villa or the spouse of such party.

1.7 **"Building" or "Unit"** are used interchangeably in this Declaration and refer to and means the same thing as the term "Building" as defined in Section 718.111(11)(b) of the Act.

1.8 **"Bylaws"** mean the Bylaws of the Association as attached hereto as Exhibit "C."

1.9 **"Charge"** means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Villa Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.10 **"Common Elements"** mean and include:

1.10.1 The portions of the Condominium Property not included within the Villas.

1.10.2 Easements through Villas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Villas and the Common Elements.

1.10.3 An easement of support in every portion of a Villa which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Villas.

1.10.4 The property and installations required for the furnishing of utilities and other services to more than one Villa or to the Common Elements.

1.10.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

**1.11 "Common Expenses of the Association"** means those expenses for which all Villa Owners are liable to the Association, including, but not limited to, expenses of administration and operation of the Association and such other expenses as may be declared Common Expenses of the Association either by this Declaration, the Articles of Incorporation, the Bylaws or by the Board of Directors. Maintenance and repair of all Association Property is a Common Expense of the Association. Common Expenses of the Association include, but are not limited to, such items as cost of premiums for public liability insurance, pool service, accounting and legal fees, and wages and fees for managerial and other services. The expenses of bulk cable television and outside bulk pest control are specifically considered a Common Expense of the Association. Common Expenses of the Association also include reasonable insurance for directors and officers, commonly used road maintenance and operation expenses, security services and other expenses which are reasonably related to the general benefit of the Villa Owners of the several condominiums even if such expenses do not attach to the property or the condominiums of the Association. Common Expenses of the Association shall be shared as follows:

**Parkway Villas, Unit 1**

<u>Villa No.</u>	<u>Percentage</u>	<u>Villa No.</u>	<u>Percentage</u>
1	4.60	13	6.60
2	4.60	14	6.60
3	5.00	19	6.60
4	5.00	20	6.60
5	3.70	21	4.70
6	3.70	22	4.70
7	3.70	23	4.60
8	3.70	24	4.60
9	4.10	25	4.60
10	4.10		
11	4.10		
12	4.10		

**Parkway Villas, Unit 2**

<u>Villa No.</u>	<u>Percentage</u>	<u>Villa No.</u>	<u>Percentage</u>
15	3.00	36	3.50
16	3.00	37	3.50
17	3.00	38	3.90
18	3.00	39	3.90
26	3.50	40	3.90
27	3.50	41	3.90
28	3.50	42	3.00
29	3.50	43	3.00
30	3.90	44	3.00
31	3.90	45	3.00
32	3.90	46	4.20
33	3.90	47	4.20
34	3.50	48	4.20
35	3.50	49	4.20



**Parkway Villas, Unit 3**

<u>Villa No.</u>	<u>Percentage</u>	<u>Villa No.</u>	<u>Percentage</u>
50	3.11	65	3.35
51	3.09	66	3.92
52	3.06	67	3.35
53	3.06	68	3.54
54	3.09	69	3.35
55	3.11	70	3.35
56	3.11	71	3.35
57	3.09	74	3.35
58	3.09	75	3.35
59	3.11	76	3.35
60	4.37	77	3.35
61	4.37	84	3.11
62	3.63	85	3.09
63	3.35	86	3.09
64	3.35	87	3.11

**Parkway Villas, Unit 4**

<u>Villa No.</u>	<u>Percentage</u>	<u>Villa No.</u>	<u>Percentage</u>
72	2.89	110	2.33
73	2.60	111	2.33
80	2.55	120	2.60
81	2.55	121	2.60
82	2.55	122	2.39
83	2.55	123	2.35
88	2.35	130	2.33
89	2.39	131	2.33
98	2.39	132	2.38
99	2.35	133	2.33
100	2.35	134	2.60
101	2.39	135	2.60
102	2.77	136	3.36
103	2.77	137	3.36
104	2.33	138	2.39
105	2.33	139	2.35
106	2.33	140	2.35
107	2.33	141	2.39
108	2.33	156	2.60
109	2.33	157	2.60

**Parkway Villas, Unit 5**

<u>Villa No.</u>	<u>Percentage</u>	<u>Villa No.</u>	<u>Percentage</u>
79	2.02	142	2.03
90	2.36	143	2.02
91	2.36	144	2.02
92	2.03	145	2.03
93	2.02	146	2.03
94	2.02	147	2.02
95	2.03	148	2.02
96	2.19	149	2.03
97	2.19	150	2.03
112	2.19	151	2.02
113	2.19	152	2.02
114	2.03	153	2.03
115	2.02	154	2.37
116	2.02	155	2.69
117	2.03	158	2.03
118	2.19	159	2.02
119	2.19	160	2.02
120	2.03	161	2.03
124	2.03	162	2.01
125	2.02	163	2.01
126	2.02	164	2.01
127	2.03	165	2.02
128	2.85	166	2.03
129	3.40		

**Parkway Villas, Unit 6**

<u>Villa No.</u>	<u>Percentage</u>	<u>Villa No.</u>	<u>Percentage</u>
167	1.89	195	1.66
168	1.81	196	1.67
169	1.66	197	1.66
170	1.71	198	1.66
171	2.34	199	1.67
172	2.34	200	1.66
173	2.34	201	1.66
174	2.34	202	1.66
175	1.95	203	1.66
176	1.95	204	1.66
177	1.67	205	1.66
178	1.66	206	1.66
179	1.66	207	1.66
180	1.67	208	1.89
181	1.64	209	1.66
182	1.64	210	1.66
183	1.64	211	1.67
184	1.64	212	1.67
185	2.18	213	1.66
186	1.95	214	1.66

187	1.95	215	1.67
188	1.95	216	1.95
189	1.94	217	1.95
190	2.35	218	1.80
191	1.80	219	2.02
192	2.10	220	2.02
193	1.67	221	2.02
194	1.66		

**1.12 "Common Expenses of the Condominium"** means those expenses for which Villa owners in the individual condominiums are liable to the Association.

**1.13 "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, above the amount of the Common Expenses.

**1.14 "Condominium Documents"** means this Declaration; the Surveyor's Plat, copies of which are attached hereto as Exhibit "A;" Articles of Incorporation of Parkway Villas Condominium Association, Inc. attached as Exhibit "B;" Bylaws attached hereto as Exhibit "C," legal description for Parkway Villas, Unit 4 attached as Exhibit "D," legal description for Parkway Villas, Unit 5 attached as Exhibit "E," and legal description for Parkway Villas, Unit 6 attached as Exhibit "F." The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

**1.15 "Condominium Parcel"** means a Villa together with the undivided share in the Common Elements which is appurtenant to said Villa and when the context permits, the term includes all of the appurtenances to the Villa.

**1.16 "Condominium Property"** means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**1.17 "County"** means the County of Manatee, State of Florida.

**1.18 "Declaration" or "Declaration of Condominium"** means this instrument, and as it may be amended from time to time.

**1.19 "Family" or "Single Family"** shall refer to any one of the following:

**1.19.1** One natural person, his spouse, if any, and their custodial children, if any.

**1.19.2** Not more than two natural persons not meeting the requirement of 1.19.1 above, but who customarily reside together as a single housekeeping Villa, and the custodial children of said parties, if any.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

**1.20 "Fixtures"** means those items of tangible personal property which by being physically annexed or constructively affixed to the Villa have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

**1.21 "Guest"** means any person who is not the Villa Owner or a lessee or a member of the Owner's or lessee's Family, who is physically present in, or occupies the Villa on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

**1.22 "Insurable Improvements"** shall mean the "Building" or "Unit" as defined in Article 1.7 of this Declaration.

**1.23 "Lease"** means the grant by a Villa Owner of a right of use of the Owner's Villa for consideration.

**1.24 "Limited Common Elements"** shall include property which is reserved for the use of a certain Villa to the exclusion of other Villas as reflected on the condominium plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular Villa, and where the area in question lies outside of the boundaries of the Villa, the delegation of maintenance responsibility for the area (e.g., air conditioning compressors) shall serve to define the area as a Limited Common Element.

**1.25 "Primary Occupant"** means a natural person designated for occupancy of a Villa when title to the Villa is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

**1.26 "Rules and Regulations"** means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Villas, Common Elements and Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

**1.27 "Villa"** means a part of the Condominium Property subject to exclusive ownership.

**1.28 "Villa Owner" or "Owner"** means the record Owner of a Condominium Parcel.

**1.29 "Utility Services"** as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

**1.30 "Voting Interests of the Association"** means and refers to the arrangement established in the Condominium Documents by which the Owners of each Villa collectively are entitled to one vote in the Association matters. There are 221 Villas, so the total number of Voting Interests of the Association is 221. Matters affecting the entire Association (all Condominiums), as determined by the Board of Directors, shall be decided by the Voting Interests of the Association. By way of example, but not limitation, the election of Directors, the recall of Directors, the waiver of financial reporting requirements, alterations of Association

Property, certain alterations of Common Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of Incorporation, and amendments to the Bylaws, are decided by the Voting Interests of the Association. Determining whether a voting item involves the Voting Interests of the Association as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion of the Board of Directors of the Association.

**1.31 "Voting Interests of the Condominium"** means those voting items which are to be considered for vote by the Villa Owners in individual Condominiums in accordance with the Class Quorum and Voting procedures specified in Article 2 of the Bylaws. By way of example, but not limitation, certain material alterations of Common Elements, certain amendments to the Declaration of Condominium, and the waiver or reduction of reserve funding shall be based upon the Voting Interests of the Condominium. Determining whether a voting item is a matter involving the Voting Interests of the Condominium, as opposed to Voting Interests of the Association shall be determined in the sole discretion of the Board of Directors of the Association.

**2. STATEMENT OF CONDOMINIUM DECLARATION.** Parkway Villas, Inc., submitted the property described in Exhibit "A" hereto and as described above to condominium ownership in accordance with Florida Statutes.

**3. CONDOMINIUM NAME.** The name by which this condominium is identified is Parkway Villas Condominium Association, Inc.

**4. VILLA IDENTIFICATION.** The identification of each Villa shall be by number and shall be as indicated on the Surveyor's Plat, Exhibit "A." As this Combined Amended and Restated Declaration of Condominium does not create a new condominium, nor merge the six condominiums operated by the Association, all conveyances of Condominium Parcels shall contain legal descriptions based upon the originally recorded Declaration of Condominium, as specified in the Recitals hereof, and as same have been subsequently amended, including amendments contained in this Combined Amended and Restated Declaration of Condominium, and any future amendments hereof or the exhibits hereto.

**5. SURVEY AND GRAPHIC DESCRIPTION.** A survey of the land submitted herewith to condominium ownership and a plat thereof describing each Villa, Common Elements and their relative location and the approximate dimensions of each Villa are as shown on the surveyor's plat which is attached as Exhibit "A."

**6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.** The voting rights of the Owner of each Villa shall be 221 (one voting interest per Villa) for association matters and 1/21 (Unit 1); 1/28 (Unit 2); 1/30 (Unit 3); 1/40 (Unit 4); 1/47 (Unit 5); 1/55 (Unit 6) for individual condominium voting issues.

**7. COMMON ELEMENTS; EASEMENTS.**

**7.1 Definition.** The term "Common Elements" means all of the property submitted to condominium ownership as described in Exhibit "A" (but excluding Association Property as described in Exhibit "A-1") that is not within the Villa boundaries set forth in Section 8 below. The Common Elements include without limitation the following.

**7.1.1 The Land.**

**7.1.2** All portions of the Building and other improvements outside the Villas, including all Limited Common Elements.

**7.1.3** Easements over, through, above and beneath each Villa for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Villas or Common Elements.

**7.1.4** An easement of support in every portion of the Condominium which contributes to the support of the Buildings.

**7.1.5** The Fixtures and installation required for access and utility services to more than one Villa or to the Common Elements.

**7.2 Easements.** Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominiums, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominiums, unless released by all record title holders, lienors, and beneficiaries of such easement. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Villa Owners with respect to such easements.

**7.2.1 Utility and other Easements.** The Association, through the Board of Directors, has the power, without the agreement of any Villa Owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominiums. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Villas. The Association, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

**7.2.2 Encroachments.** If any Villa encroaches upon any of the Common Elements or upon any other Villa for any reason other than the intentional act of the Villa Owner, or if any Common Element encroaches upon any Villa, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

**7.2.3 Ingress and Egress.** A non-exclusive easement shall exist in favor of each Villa Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

**7.3 Restraint Upon Separation and Partition.** The undivided share of ownership on the Common Elements and Common Surplus appurtenant to a Villa cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be

partitioned. The shares in the funds and assets of the Association cannot be assigned by a Villa Owner, pledged or transferred except as an appurtenance to the Villas.

**8. CONDOMINIUM VILLAS AND APPURTENANCES.** Condominium Villas are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat, Exhibit "A." The horizontal and vertical boundaries of the Condominium Villas shall be as follows:

**8.1 Horizontal Boundaries:** The upper and lower boundaries of the villa and its first floor storage area, herein referred to as the apartment or villa or condominium Villa, shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) Upper boundary – the horizontal plane of the undecorated finished ceiling.
- (2) Lower boundary – the horizontal plane of the undecorated finished floor.

**8.2 Exclusive Use.** Each Villa Owner shall have the exclusive use of his Villa.

**8.3 Appurtenances.** The ownership of each Villa shall include, and there shall pass with each Villa as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not limited to:

**8.3.1 Common Elements.** An undivided share of the Common Elements, such undivided share to be that portion set forth in Article 6 hereof.

**8.3.2 Easements.** For the benefit of the Villa.

**8.3.3 Association Membership** and interest in funds and assets held by the Association.

**8.3.4 Automobile Parking Space (for Private Passenger Automobile Only)**  
The privilege of using one assigned carport within the area designated on the plat for parking.

**8.4 Easement to Air Space.** The appurtenances shall include an exclusive easement for the use of the air occupied by the Villa as it exists at any particular time and as the Villa may be altered or reconstructed from time to time.

**8.5 Cross Easements.** The appurtenances shall include the following easements from each Villa Owner to each other Villa Owner and the Association:

**8.5.1 Ingress and Egress.** Easements through the Common Elements for ingress and egress.

**8.5.2 Maintenance, Repair and Replacement.** Easements through, over and beneath the Villas and Common Elements for maintenance, repair and replacement of the Villas and Common Elements. Such access to the Villas shall be only during reasonable hours except that access may be had at any time in case of emergency.

**8.5.3 Support.** Every portion of a Villa contributing to the support of the Villa Building shall be burdened with an easement of support for the benefit of all other Villas and Common Elements in the Building.

**8.5.4 Utilities.** Easements over, through, above and beneath the Villas and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Villas and the Common Elements; provided, however, that such easements through a Villa shall be only according to the plans and specifications for the Villa Building or as the Building is constructed unless approved in writing by the Villa Owner.

**9. MAINTENANCE, ALTERATION AND IMPROVEMENTS.** Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

**9.1 Association Maintenance.** The maintenance, repair and replacement of all Common Elements (except those Limited Common Elements for which this Declaration delegates responsibility to the Villa Owner) and Association Property shall be performed by the Association, and the cost is a common expense, except as may otherwise be specifically noted with respect to Limited Common Elements. Same shall include, but not be limited to, exterior painting, roofing, maintenance of parking and maintaining portions of the Condominium Property exposed to the elements, but shall not include maintenance of screen frames or screening. The Association shall maintain the window installations originally installed by the Developer, or replacements thereof of like kind and quality. Same includes the window frame and encasement, the plate glass, and the exterior caulking thereof. The Villa Owners shall be responsible for interior locking mechanisms, interior caulking (if necessary or desired) the window sill (unless part of the window frame) and glass breakage due to any interior cause. The Association shall, through the Board of Directors, have the authority to determine, when windows and doors need to be replaced, the style of windows and doors, and same shall not require a vote of the Villa Owners, it being understood that window and door styles change periodically, as do applicable codes. Glass enclosures or partitions that were not installed as part of the original construction, (if permitted as provided elsewhere in the Condominium Documents) are not the responsibility of the Association, and shall be the responsibility of the affected Owner. The Association's maintenance responsibility includes, without limitation; all original electrical conduits located outside the Villa; original plumbing fixtures and installations located outside the Villa; installations located within a Villa but serving another Villa; or installations located outside the Villa for the furnishing of utilities to more than one Villa or the Common Elements. The Association shall be responsible for the maintenance and repair of the drywall constituting the Common Elements of the Condominium, including the interior surface of the exterior boundary walls, as well as the drywall ceiling of the Villa. Decorations of such surfaces (including but not limited to paint, wallpapering, "popcorn," paneling, etc.) are the responsibility of the Villa Owner. The Association's responsibility does not include interior non-load bearing partitions, electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Villa and serving only that Villa. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Villa Owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Villa Owner.

**9.2 Villa Owner Maintenance.** Each Villa Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Villa and those Limited Common Elements serving his Villa, if so provided herein, whether ordinary or extraordinary including,



without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing); all electrical or plumbing facilities located in the Villa, which service only the individual Villa plus all electrical facilities from the electrical distribution box inward, which service only that Villa; maintenance, repair and replacement of window screens, screen doors (including hardware and framing); sliding glass doors and the structural components thereof, including trim and caulking; the Association may paint original entry doors when it is painting the entire Buildings; all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Villa; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Villa and serving only that Villa including sinks, toilets, tubs, showers, shower pans, and all related Fixtures and installations; appliances; all portions of the heating and air conditioning equipment (including compressors, air handlers and freon lines) and utility installations and connections serving an individual Villa, no matter where located, crawl spaces, dryer vents to the point of termination (even if exterior to the Villa), air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Villa); carpeting and other floor covering; door and window hardware and locks; all other facilities or Fixtures located or contained entirely within a Villa which serve only that Villa. All incoming plumbing from the shut-off valve inward is a specific Villa Owner responsibility. Plumbing from the interior floors to the drain lines shall be the responsibility of the Association except for blockages caused by the owner. Blockages caused by the owner are the responsibility of the owner. All said areas, if located outside of the boundaries of the Villa, are declared Limited Common Elements. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Villa Owner.

**9.3 Additional Villa Owner Obligations.** In connection with his maintenance, repair and replacement obligations, the Villa Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to Building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not or the relocation of cabinets or appliances; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of licensed and insured contractors;
- Right (but not duty) of oversight by the Association or its agent;
- The Villa Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.

- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

Villa Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, and shall include but not be limited to activities involving the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, and the like which create substantial noise as determined by the Board.
- Activities resulting in the creation of substantial noise that can be heard outside of the Villa, regardless of whether power equipment is used or not, as determined by the Board.
- Activities rendering the Villa uninhabitable during the performance of the work.
- Activities requiring the storage of materials or equipment on the premises outside of the Villa.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- Activities requiring the use of scaffolding, booms, or other forms of exterior access.

The Villa Owner shall be required to inform the Board in writing of any electrical, plumbing, or structural changes.

Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of Contractors to perform Villa Owner maintenance responsibilities, provided that the Association and the Owner so agree, or when necessary (as determined by the Board) to facilitate projects involving the Association's maintenance of the Condominium Property, and provided that the Owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges.

Villa Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Villa, that all Contractors and other persons performing services for the Villa or Owner are properly licensed and insured, including required Worker's Compensation insurance. The Villa Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

**9.4 Alterations by Villa Owners.** No Owner may make or permit the making of any modifications or alterations to any portion of his Villa visible from the exterior, or in any manner

change the appearance of any portion of the condominium visible from the exterior, or make any structural change within the Villa interior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. "Structural" alterations include, but are not limited to: relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing Fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal, or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing or visible from the exterior. Replacement of cabinetry, appliances, Fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a Building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above. The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Parkway Villas, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by the Villa Owners in the manner provided in Article 9.8 of the Declaration of Condominium, regardless of the cost or expense of such addition or alteration. If any Villa Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Villas.

**9.5 Additional Villa Owner Responsibility for Alterations and Additions.** If a Villa Owner makes, or has made any modifications, installations, or additions to the interior or exterior of the Villa, Common Elements, or Limited Common Elements, the Villa Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Villa Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Villa Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

**9.6 Alterations by Association.** There shall be no material alterations or substantial additions to the Association Property, except as authorized by the Board of Directors. Provided,

however, that if any such alteration or addition requires the expenditure of more than five percent (5%) of the Association's total budget for the fiscal year in which the work is authorized, the Board shall obtain the approval of two-thirds (2/3rds) of the Voting Interests present (in person or by proxy) once a quorum has been established. Material alterations or substantial additions to the Common Elements of individual Condominiums shall be authorized as follows. The Board of Directors may authorize any alteration or addition which does not exceed five percent (5%) of the total budget for the Condominium for which the alteration or addition is proposed. Notwithstanding the foregoing, if any alteration or addition to Common Elements of an individual Condominium (excepting those which are less than 5% of the Budget and which may be authorized by the Board) are visible from the exterior from the premises of any other Condominium, such alterations or additions shall be approved by two-thirds of the Voting Interests of the Association present (in person or by proxy) and voting at a meeting of the entire Association at which a quorum has been established, or by written agreement of two-thirds of the entire Voting Interests of the Association, even in cases where the expense of such alteration or addition is allocated as a Common Expense of the Condominium. The Board of Directors may determine the color scheme of the Condominium Property.

**9.7 Enforcement of Maintenance.** If, after reasonable notice, the Owner of a Villa fails to maintain the Villa or other portions of the Condominium Property as required above, the Association shall have, without waiver of other remedies, the right to enter the Owner's Villa or Limited Common Element and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Villa Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a lien for Charges.

**9.8 Negligence Damage Caused by Condition of Villa.** Each Villa Owner shall be liable to the Association and/or other Villa Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act or negligence, or by that of any member of his Family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a Villa or Limited Common Elements which the Villa Owner is obligated to maintain, if caused by the Owner's negligence, or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Villas, the Owner of the offending Villa shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Villa(s) being adequately insured based on local standards and conditions. Further, any claim of a Villa Owner against the Association or another Villa Owner relative to damage to the Condominium Property, to the extent the Association or other Villa Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Villa Owner being adequately insured based on local standards and conditions. Should any Villa Owner fail to maintain such insurance, any claim will be reduced to the extent such Villa Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Villa Owner obtain insurance shall not be construed to confer any additional liability on the Association or Villa Owners, but is intended to require Villa Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew. If one or more of the Villas involved is not occupied at the time a damage incident is

discovered, the Association may enter the Villa(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Villa Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges. Villa owners are required to shut off the main water valve when the Villa will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence.

**9.9 Combination of Villas.** Two contiguous Villas may, subject to the prior written approval of the Board of Directors, be combined in to a single living space. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Villas is not in the best interests of the Association. The Board, as a condition of approving the combination of Villas, may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Villa combination complies with all applicable laws, codes, and ordinances. The Board may further require such Professional Engineers or Architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances. The Owner (and his successor in title) shall be required to indemnify and hold the Association and Villa Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Villa. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Villa Owner's agreement to reimburse the Association for said fees and expenses. Villas which have been combined shall, after combination, be used only as a "single family" residence (including rental rights), and may not be used as two living quarters. Villas which have been combined shall constitute two Villas for purposes of sharing common expense, ownership of Common Elements, and voting rights. If Villas which have been combined are sold, they shall be sold as a single living quarters, unless specifically approved by the Board to the contrary. If combined Villas are to be re-configured into two living spaces, the Board shall have the authority, using the same criteria listed above for combination of Villas, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Villas into two living spaces is done in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Villas.

**10. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Villa Owners on the same basis as their percentage of ownership of the entire condominium as set forth in Article 6.

**10.1 Liability for Assessments.** A Villa Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he/she is the Villa Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his/her share of the Common Expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Villa for which the Assessments are made.

**10.2 Default in Payment of Assessments for Common Expenses.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late Charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

**10.3 Notice of Intention to Foreclose Lien.** No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Villa Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid Assessments, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Villa Owner or by certified mail, return receipt requested, addressed to the Villa Owner. If after diligent search and inquiry the Association cannot find the Villa Owner or a mailing address at which the Villa Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Villa Owner records a Notice of Contest of Lien as provided in the Act.

**10.4 Appointment of Receiver to Collect Rental.** Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments are in default (more than thirty days in arrears). The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to Owner) from Villas in default to be paid directly to the Association until all outstanding Assessments, interest, costs and attorney's fees and receiver's fees if applicable are satisfied. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit or otherwise to have rental proceeds paid on account of a Villa in default paid directly to the Association, the court registry, or a receiver, as the court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

**10.5 First Mortgagee.** The priority of the Association's lien and the obligation for payment of past due Assessments in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2007), as amended from time to time.

**10.6 Possession of Villa.** Any person who acquires an interest in a Villa, except First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Villa or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

**10.7 Certificate of Unpaid Assessments.** Any Villa Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Villa.

**10.8 Lien For Charges.** There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses created herein. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Villa Owner alterations or items of Villa Owner maintenance responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Villa. The lien for Charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

**11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM.** The administration and management of the condominium shall be by the Condominium Association, which shall have by and through its officers and Directors, such powers, authority and responsibilities as are vested in the officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its officers. The management of the Association and election of the members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following powers and duties:

**11.1. Access.** The irrevocable right of access to each Villa during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Villa or Villas, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a pass key be posted for each Villa and may, if determined advisable by the Board, implement a master key system.

**11.2 Assessments.** The power to make and collect regular and special assessments and other Charges against Villa Owners and to Lease, maintain, repair and replace the Common Elements and Association Property.

**11.3 Recordkeeping.** The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Villa Owners or their authorized representatives at reasonable times.

**11.4 Delegation.** The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its officers and agents, to delegate the powers and rights herein

contained, including, without limitation, the making and collecting of Assessments and other Charges against Villa Owners, and perfecting liens for non-payment thereof.

**11.5 Regulations.** The power to adopt and amend Rules and Regulations covering the details of the operation of the Association and use of the Condominium Property.

**11.6 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property.** The power to acquire or transfer real property or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Villa Owners as needed to amend the Declaration. No Villa Owner shall be required to purchase (or mortgage) a Villa through foreclosure, deed in lieu of foreclosure, or in connection with the Association's right of first refusal set forth in Article 17 hereof. Leasing of Villas, Common Elements or Association Property may be approved by the Board of Directors, as well as the Lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

**11.7 Membership Agreements.** The power to enter into agreements to acquire leaseholds, memberships, and other possessor or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Villa Owners as needed to amend the Declaration.

**11.8 Fees for Use of Common Elements.** Pursuant to Section 718.111(4), Florida Statutes (2007), as amended from time to time, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use.

**11.9 Lease of Association Property or Common Elements.** The power to Lease Association Property or Common Elements, as determined by the Board of Directors. No use fee may be charged against a Villa Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement.

**11.9.1 Recreational Lease.** Each Villa Owner is subject to the terms and provisions of the Long-Term Recreational and Parking Facilities Lease executed by the Association and Developer on September 15, 1970. This Lease is an exhibit to the original Declarations of Condominium for Units 1-6 and is recorded at O.R. Book 468, Page 522 of the Public Records of Manatee County.

**11.10 Limitation upon Liability of Association.** Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to Villa Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Villa Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or



responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

**11.10.1** It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

**11.10.2** The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Manatee County, and/or any other jurisdiction or the prevention of tortuous activities; and

**11.10.3** Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Villa Owner (by virtue of his acceptance of title to his Villa) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, officers, committee members, employees, agents, contractors (including management companies or managers), subcontractors, successors, and assigns.

**11.11 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew.** Mold occurs naturally in almost all indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Villa Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Villa, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Villa or any part thereof.

**11.11.1 What the Villa Owner Can Do.** The Villa Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Villa and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

a. Before bringing items into the Villa, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Villa.

b. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

c. Keep the humidity in the Villa low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

d. Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Villa including doors to closets.

e. Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional,

f. Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

g. Inspect for condensation and leaks in and around the Villa on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

h. Fix leaky plumbing and leaks in the exterior and interior surfaces of the Villa and all other sources of moisture problems immediately.

i. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Villa. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

j. Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

k. Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

l. Regularly maintain the Villa. For example regularly caulk the windows, faucets, drains, tub and showers.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Villa, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH VILLA OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS VILLA) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR

MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM

**11.12 Restraint upon Assignment of Shares in Assets.** The share of a Villa Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Villa.

**12. INSURANCE.** The insurance which shall be carried upon the Condominium Property, including the Villas, Common Elements, and Association Property shall be as follows:

**12.1 Authority to Purchase Insurance.** All insurance policies shall be purchased by the Association for the benefit of the Association and the Villa Owners and their mortgagees as their respective interests may appear.

**12.2 Coverage.**

**12.2.1 Casualty.** Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty, flood and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Villas, and the personal property of the Association, for the full replacement or insurable value thereof, less a commercially reasonable deductible as determined by the Board of Directors, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2007), as amended from time to time. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every hazard policy issued to protect a condominium building does not include Villa floor, wall, or ceiling coverings; electrical fixtures; appliances; air conditioner or heating equipment; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; replacements of any of the foregoing which are located within the boundaries of a Villa and serve only one Villa; all air conditioning compressors that service only an individual Villa, whether or not located within the Villa boundaries; or any other item, personal property, fixture, appliance or equipment permitted to be excluded from the condominium's insurance policy pursuant to Florida Statutes, Section 718.111(11), as same may be amended or renumbered from time to time. The Villa Owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (2007).

**12.2.2 Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Villa Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Villa Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Villa Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Villa Owner will be responsible for procuring and maintaining liability insurance covering losses which may occur in and about the Owner's Villa, and such other insurance as the Owner may deem appropriate.

**12.2.3 Worker's Compensation.** Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

**12.2.4 Other Insurance.** Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage, flood insurance, and insurance for the benefit of its employees.

**12.3 Deductible and Other Insurance Features.** The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

**12.4 Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

**12.5 Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Villa Owners and their mortgagees in the following shares:

**12.5.1 Common Elements. Proceeds On Account Of Damage To Common Elements:** An undivided share for each Villa Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Villa.

**12.5.2 Villa. Proceeds On Account Of Damage To Villas Shall Be Held In The Following Undivided Shares:**

**.1 When The Condominium Building is To Be Restored:** For the Owners of damaged Villas in proportion to the costs of repairing the damage suffered by each Villa Owner, which cost shall be determined by the Association.

**.2 When The Condominium Building Is Not To Be Restored:** An undivided share for each Villa Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Villa.

**12.5.3 Mortgages.** In the event a mortgage endorsement has been issued as to a Villa, the share of that Villa Owner shall be held in trust for the mortgagee and the Villa Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine

or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Villa Owner and mortgagee, pursuant to the provisions of this Declaration.

**12.6 Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed in the following manner:

**12.6.1 Reconstruction or repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Villa Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Villa and may be enforced by such mortgagee.

**12.6.2 Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Villa Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Villa and may be enforced by such mortgagee.

**12.7 Association as Agent.** The Association is irrevocably appointed agent for each Villa Owner and for each Owner of a mortgage or other lien upon any Villa and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

**13. RECONSTRUCTION AFTER CASUALTY.** If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

**13.1 Common Elements.** If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired.

**13.2 The Building.**

**13.2.1 Lesser damage.** If the damage renders less than 50% of the Villas uninhabitable in the condominium, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

**13.2.2 Major damage.** If the damage renders more than 50% of the Villas uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire voting interests agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the casualty, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed two (2) years, to deal with exigencies in communication with Villa Owners caused by natural disasters or other significant casualties.

**13.2.3 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Buildings, as set forth

in the Surveyor's Plats, or if not, then according to plans and specifications approved by the Board of Directors.

**13.3 Responsibility.** If the damage includes those parts of a Villa for which the responsibility of maintenance and repair is that of the Villa Owner, then the Villa Owner shall be responsible for the expense of reconstruction and repair after casualty of said portion of the work, although the Association may perform the work on behalf of the Owner. When the Association is the recipient of insurance proceeds, such as in cases where a portion of the Building is insured by the Association, but is the repair responsibility of the Villa Owner, the Association may condition the disbursement of insurance proceeds on obtaining reasonable verification of, appropriate steps to ensure that, the work is done and that the Contractor is paid for the performance of said work. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

**13.4 Estimates of costs.** Immediately after a determination is made to rebuild or repair damage to property for which the Association or Villa Owner has the responsibility of reconstruction and repair, the Association or Villa Owner shall obtain reliable and detailed estimates of the cost to rebuild or repair.

**13.5 Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including shortfalls occasioned by a deductible), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments against all Villa Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Expenses.

**13.6 Termination of Condominium if not Reconstructed.** If the Owners vote not to reconstruct the condominium by vote required in Article 13.2.2 hereof, the condominium shall be terminated in accordance with the procedures set forth in Article 19.2 and 19.3 hereof.

**14. USE RESTRICTIONS.** Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

**14.1 Occupancy of Villas; Single Family Residence.** A condominium Villa shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Villa, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Villa. No more than three (3) persons may permanently occupy a one (1) bedroom Villa. No more than five (5) persons may permanently occupy a Villa. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Villa for more than thirty (30) nights during a calendar year. No Villa may be divided or subdivided into a smaller Villa nor any portion sold or otherwise transferred. No person may occupy a Villa except as a Villa Owner, tenant or Family member thereof (i.e., occupy the Villa on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 17 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed by Article 15 of this Declaration of Condominium. Villas may not be used for commercial or business purposes. Owners (and their

Family members and tenants) may use Villas for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

**14.2 Housing for Older Persons.** In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of a villa while any other person occupies the said Home. Persons under the age of fifty-five (55) and over the age of twenty-one(21) may occupy and reside in a Home as long as one of the occupants is age fifty-five (55) or older. Persons under the age of twenty-one (21) shall not occupy a Villa on a permanent basis but may occupy a Villa on a temporary basis, not to exceed sixty (60) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age twenty-one (21) or older and less than fifty-five (55) years of age to permanently reside in the community, even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty (80%) percent (or the minimum as may be established by law from time to time) of the Villas in the condominium having less than one resident fifty-five (55) years of age or older. It is the intent of this provision that the community comply with Fair Housing laws, as the same may be amended from time to time, which currently requires that at least eighty (80%) percent of the occupied Villas shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws. The Board or its designee shall have the sole and absolute authority to deny occupancy of a Villa by any person(s) who would thereby create a violation of the aforementioned percentages of adult occupancy. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a Villa as of the date of adoption of this Amendment. All residents must provide proof of age sufficient to meet Federal and State Fair Housing requirements upon request from the Board of Directors.

**14.3 Nuisance.** The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the condominium residents. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

**14.4 Pets.** No pets shall be allowed upon the premises of the condominium except for small caged domestic birds.

**14.5 Additional Restrictions.** Attached as Exhibit "D" are the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Condominium Documents.

**15. GUEST OCCUPANCY.** A "guest" is defined as a person who enters upon the Condominium Property at the invitation of a Villa Owner or tenant, (or their respective families) for the purpose of visiting the Villa Owner or tenant (or their respective families), occupying the Condominium Villa for less than thirty days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

**15.1 Non-Overnight Visitation by Guests When Villa Owner or Tenant is in Residence.** There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the Villa Owner or tenant (or an adult resident member of the Villa Owner's or tenant's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

**15.2 Overnight Guests When Villa Owner or Tenant is in Residence.** Villa Owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the Villa Owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses.

**15.3 Non-Overnight Guests in the Absence of the Villa Owner or Tenant.** Villa Owners and tenants are not permitted to have non-overnight guests when the Villa Owner or tenant is absent from the Condominium. Villa Owners and tenants may have their Villas inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (pool, parking areas, etc.).

**15.4 Overnight Guests in the Absence of the Villa Owner or Tenant.** Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Villa Owners are permitted to have overnight guests in the absence of the Villa Owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

**15.4.1 Non-Related Overnight Guests** in the absence of the Owner will be limited to two (2) occupancies per calendar year. The limitation on Villa density in Article 15.2 applies (refer to Section 14.2 for age restrictions). Ten (10) days prior notice to the Association is required.

**15.4.2 Related Overnight Guests** may occupy a Villa in the absence of the Owner. For the purpose of this clause, "related" means all persons who are staying in the Villa on an overnight basis, in the absence of the Owner, are related to the Villa Owner or Primary Occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child,



grandchild, or sibling. The limitation on Villa density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

**15.5 Additional Board Authority.** The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Villa Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

**16. LEASING.** The Lease of a Villa is defined as occupancy of the Villa by any person other than the Villa Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Villa Owner wish to Lease a Villa, he/she shall furnish the Association with a copy of the proposed Lease and the name of the proposed lessee, as well as all proposed occupants. Any person occupying the Villa after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed Lease or proposed lessees or occupants. The Association shall give the Villa Owner written notice of its decision within said period. Failure to notify the Villa Owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All Leases shall be for a minimum period of sixty (60) consecutive days) and for a maximum period of one (1) year. Leases may be renewed, subject to Board approval. This section shall apply to all Villa owners, regardless of when the Villa was purchased.

See  
Corrective  
Amendment  
4/21/09

**16.1 Board Right of Approval.** The Board of Directors shall have the authority to approve all Leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Villa as a tenant, Family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Villa, as a condition for approval.

**16.2 Tenant Conduct, Remedies.** All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. Uniform Leases, addenda and all other Leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform Lease or addendum and other Leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the Lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the Villa Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Villa Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Villa Owner fails to bring the conduct of the tenant into compliance with the Condominium

Documents, the Association shall have the authority to act as agent of the Villa Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Villa Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Villa Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses.

**16.3 Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a Lease or renewal or extension thereof, to require that a prospective lessee or Villa Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2007) as amended from time to time.

**16.4 Approval Process, Disapproval.** Any Villa Owner intending to Lease a Villa shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the tenant/occupant interview (if required), by sending written notification to the Villa Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease or renewal or extension, the Villa Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:

**16.4.1** The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

**16.4.2** The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

**16.4.3** The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, Villa Owner or occupant of a Villa;

**16.4.4** The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;

**16.4.5** All Assessments, fines and other Charges against the Villa and/or Villa Owner have not been paid in full.

**16.5 Liability.** The liability of the Villa Owner under the Condominium Documents shall continue notwithstanding the fact that he may have Leased or rented his interest in the Villa as provided herein.

**16.6 Association Fee.** The Villa Owner or lessee seeking approval of a Lease of a Villa shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a Lease.

**17. MAINTENANCE OF COMMUNITY INTERESTS.** In order to maintain a community of congenial Villa Owners who are financially responsible, and thus protect the value of the Villas, the use and transfer of Villas by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Villa Owner covenants to observe:

**17.1 Forms of Ownership:**

**17.1.1 Ownership By Individuals.** A Villa may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

**17.1.2 Co-Ownership.** Co-ownership of Villas may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant." The use of the Villa by other persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families is prohibited.

**17.1.3 Ownership by Corporations, Partnerships or Trusts.** A Villa may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Villa may be used as a short-term or transient accommodations for several individuals or families or used as a "perk" for guests of Villas owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, or corporation or other entity as a Villa Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." The use of the Villa by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Villa Owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Manatee County, Florida.

**17.1.4 Life Estate.** A Villa may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such Villa, and occupancy of the Villa shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Villa. Any vote, consent, or approval required by the

Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

## **17.2 Transfers Subject to Approval.**

**17.2.1 Sale or Other Transfer.** No Villa Owner may dispose of a Villa or any interest in the same by sale or other title transfer without submitting to the Board a notification of Intent to sell. No Villa Owner may dispose of a Villa or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

**17.2.2 Gift.** If any Villa Owner shall acquire his title by gift, the continuance of his ownership of his Villa shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Approval to own or occupy may not be denied to any gift recipient who was the prior Owner's lawful spouse at the time of the gift, or was related to the gifting Owner by blood or adoption.

**17.2.3 Devise or Inheritance.** If any Villa Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Villa shall be subject to the approval of the Board of Directors. If any Villa Owner acquires his title by devise or inheritance, his right to occupy or use the Villa shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the deceased Owner by blood or by adoption.

**17.2.4 Other Transfers.** If any Villa Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Villa shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Villa before being approved by the Board of Directors under the procedures outlined below.

**17.2.5 Transfers to Trusts.** Approval to own or occupy a Villa may not be denied to any person who is the recipient of use or occupancy rights arising from transfer to a trust, where the Grantor or Settlor of the trust is a Villa Owner, and the Beneficiary or other person entitled to use or occupancy under the Trust Agreement was the Owner's lawful spouse or was related to the Owner by blood or adoption.

**17.3 Approval by Association.** The approval of the Association that is required for the transfer of ownership of Villas shall be obtained in the following manner:

### **17.3.1 Notice to Board of Directors.**

**17.3.1.1 Sale.** A Villa Owner intending to make a bona fide sale of his Villa or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser(s), an executed copy of the purchase contract and its exhibits, an application fee not to exceed the maximum amount permitted by law and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Villa occupants. Such notice at

the Villa Owner's option may include a demand by the Villa Owner that the Association furnish a purchaser of the Villa if the proposed purchaser is not approved. All proposed occupants should go through background checks, not just the owners of the Villas.

**17.3.1.2 Gift, Devise or Inheritance; Other Transfers.** A Villa Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Villa Owner as the Board of Directors may reasonably require (including that set forth in Article 17.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

**17.3.1.3 Failure To Give Notice.** If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Villa, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

### **17.3.2 Certificate of Approval.**

**17.3.2.1 Sale.** If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

**17.3.2.2 Gift, Devise or Inheritance; Other Transfers.** If the Villa Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors must either approve or disapprove the continuance of the Villa Owner's ownership of his Villa.

**17.3.2.3 Approval of Occupant.** If the Villa Owner or purchaser is a corporation, partnership, trust, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

**17.4 Disapproval by Board of Directors.** If the Board of Directors shall disapprove a transfer of ownership of a Villa, the matter shall be disposed of in the following manner:

**17.4.1 Sale.** If the proposed transaction is a sale and if the notice of sale given by the Villa Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Villa Owner an agreement to purchase the Villa concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Villa Owner must sell the Villa upon the following terms:

.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Villa Owner and the other of whom shall be appointed by the Association, who

shall base their determination upon an average of their appraisals of the Villa; and 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 the arbitration shall be shared by the parties.

.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Villa Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

**17.4.2 Gifts, Devise, or Inheritance; Other Transfers.** If the Villa Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt from the Villa Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Villa Owner an agreement to purchase the Villa concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Villa Owner must sell the Villa upon the following terms:

.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of 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 arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Villa Owner, who shall base their determination upon an average of their appraisals of the Villa; and 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 the arbitration shall be shared by the parties.

.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Manatee County, Florida, at the expense of the Villa Owner.

**17.4.3 Disapproval for Good Cause.** Approval of the Association for title transfers shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

.2 The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, or any felony;

.3 The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts.

.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium or other residences as a tenant, or Owner;

.5 The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

.6 The Villa Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

.7 All Assessments and other Charges against the Villa have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Villa or furnish an alternate purchaser, and the transaction shall not be made.

**17.5 Transfer Fee.** The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction.

**17.6 Unauthorized Transactions.** Any sale, Lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**18. METHOD OF AMENDMENT OF DECLARATION.** Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

**18.1 Proposal of Amendments.** An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

**18.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."

**18.3 Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

**18.4 Adoption of Amendments.** A resolution to present a proposed amendment to this Declaration may be made by either a majority of the Board of Directors or by 25% of the membership. The proposed amendment will be adopted upon the affirmative vote of three-fourths (3/4) of the membership voting in person or by proxy once a quorum has been obtained.

Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

**18.5 Effective Date.** An amendment when adopted shall become effective after being recorded in the Manatee County Public Records according to law.

**18.6 Automatic Amendment.** Whenever Chapter 718, Florida Statutes (2007) Chapter 617, Florida Statutes (2007) or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements.

**18.7 Proviso.** Provided, however, that no amendment shall change the configuration of any Villa or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Villa concerned and all record Owners of the mortgages on such villa shall join in the execution of the amendment, and all other Villa Owners approve the amendment.

**19. TERMINATION.** The Condominiums shall be terminated in the following manner:

**19.1 Owner Approval.** Except as provided in Article 13, the agreement of 100% of the Owners and the holders of liens, or such other percentage as may be specified in the Act, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the public records.

**19.2 Shares of Villa Owners After Termination.** After termination of the Condominium or Condominiums, the Owners shall own the property as tenants-in-common in undivided shares, and the holders of mortgages and liens against the Villa or Villas formerly owned by such Owners shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be as set forth in Article 6 hereof. All funds of the Condominium or Condominiums held by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the Villa Owners and mortgagees as their interests may appear in the shares set forth in Article 6. The costs incurred by the Association in connection with a termination shall be a common expense.

**19.3 Following Termination.** The property may be partitioned and sold upon the application of any Owner. Provided, however, that if the Board of Directors following a termination determines to accept an offer for the sale of the Condominium Property, each Owner shall, by his acceptance of a deed to his Villa, be deemed to have granted power of attorney to the Board of Directors to execute such deeds and other documents required to effect sale. In such event, any action for partition shall be held in abeyance pending sale, and upon the consummation thereof shall be discontinued by all parties thereto.

**20. CONDEMNATION.**

**20.1 Awards.** The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Villa Owners, the Villa Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a



defaulting Villa Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

**20.2 Determination Whether to Continue Condominiums.** Whether the condominium or condominiums will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Paragraph 14 hereof.

**20.3 Distribution of Funds.** If the Association is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the condominium or condominiums are terminated after a casualty. If the Association is not terminated after condemnation, the size of the Association may be reduced. The Owners of condemned Villas, if any, will share in awards and special assessments as provided below.

**20.4 Association as Agent.** The Association is hereby irrevocably appointed as each Villa Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

**20.5 Villas Reduced but Tenatable.** If the taking reduces the size of a Villa and the remaining portion of the Villa can be made tenatable, the awards for the taking of a portion of that Villa shall be used for the following purposes in the order stated, and the following changes shall be effected in the condominiums.

**20.5.1 Restoration of Villa.** The Villa shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Villa.

**20.5.2 Distribution of Surplus.** The balance of the award, if any, shall be distributed to the Owner of the Villa and to each mortgagee of the Villa, the remittance being made payable jointly to the Owner and mortgagees.

**20.5.3 Adjustment of Shares in Common Elements.** If the floor area of a Villa is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Villa shall be reduced in the proportion by which the floor area of the Villa is reduced by the taking, and then the shares of all Villa Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

**20.6 Villas not Tenatable.** If the taking of any entire Villa or so reduces the size of the Villa that it cannot be made tenatable, the award for the taking of the Villa shall be used for the following purposes in the order stated, and the following changes shall be effected in the condominiums:

**20.6.1 Payment of Award.** The condemnation award immediately prior to the taking shall be paid to the Owner of the Villa and to each mortgagee of the Villa, the remittance being made payable jointly to the Owner and mortgagee(s).

**20.6.2 Addition to Common Elements.** If possible and practical, the remaining portion of the Villa shall become a part of the Common Elements and shall be placed in condition for use by all Villa Owners in the manner approved by the Board of Directors.

**20.6.3 Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Villa to the Villa Owner and to recondition the remaining portion of the Villa, the amount required for those purposes shall be raised by special assessment against all of the Villa Owners who will continue as Owners of any Villa after the changes in the condominiums effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

**20.7 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Villa Owners in the shares in which they own Common Expenses after adjustment of these shares on account of the condemnation. If a Villa is mortgaged, the remittance shall be paid jointly to the Owner and mortgager(s) of the Villa.

**20.8 Amendment of Declaration.** The changes in Villas, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

## **21. COMPLIANCE AND DEFAULT.**

**21.1 Duty to Comply; Right to Sue.** Each Villa Owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the Bylaws and the Rules and Regulations. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Villa Owner against:

**21.1.1** The Association;

**21.1.2** A Villa Owner; or

**21.1.3** Anyone who occupies a Villa as a tenant or is a guest in a Villa.

**21.2 Waiver of Rights.** The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Villa Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

**21.3 Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a Villa Owner, tenant, guest, or invitee or the Association to comply with the requirements of the Condominium Act or the Condominium Documents the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for Charges, as provided in Article 10.8 hereof.

**21.4 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Villa Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

**21.5 Waiver.** The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Villa where, in the discretion of the Board, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Villas, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

**21.6 Notice of Lien or Suit.**

**21.6.1 Notice of Lien.** A Villa Owner shall give to the Association written notice of every lien upon his Villa other than for permitted first mortgages, taxes and special assessments, within five (5) days after the Villa Owner receives actual notice of the attachment thereof.

**21.6.2 Notice of Suit.** A Villa Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Villa, such notice to be given five (5) days after the Villa Owner receives actual knowledge thereof.

**21.6.3 Failure to Comply.** Failure of an Owner to comply with this Section 21.6 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

**22. MISCELLANEOUS PROVISIONS.**

**22.1** The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land.

**22.2** If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

**22.3** These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Villa Owners.

**22.4** All notices shall be given as provided in the Bylaws.

**22.5** There shall be no limitation upon sale, Lease or occupancy of any Villa based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises.

**22.6** The Developer granted to each Villa Owner a non-exclusive easement for streets, walks and other rights of way serving the Villa as a part of the Common Elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each Villa Owner.

**22.7** In the event of a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act, Section 718, Florida Statutes, shall control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

**22.8** The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any exhibits attached hereto.

**22.9** The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

141801\_1

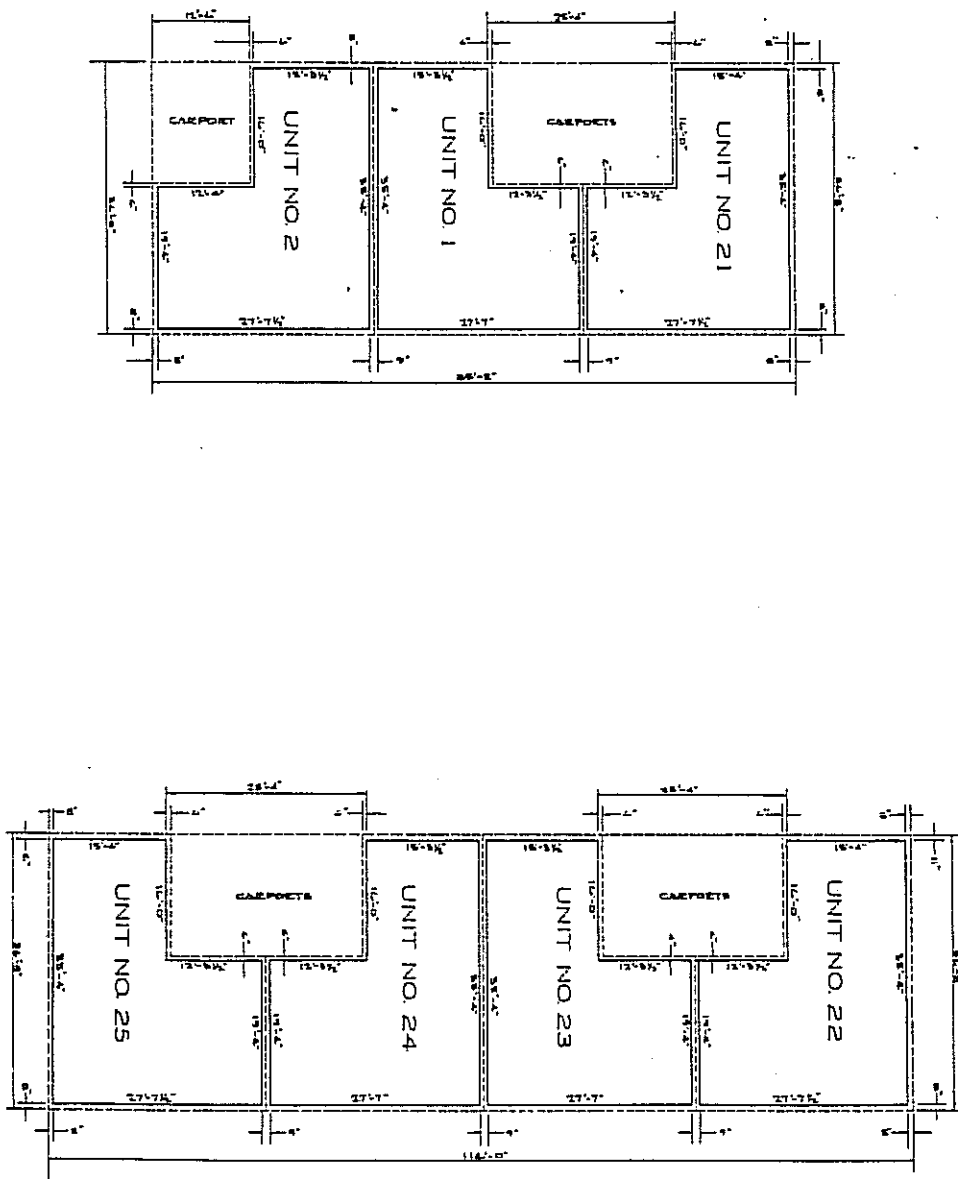
UNIT NO. 1  
EXHIBIT-A

[illegible]

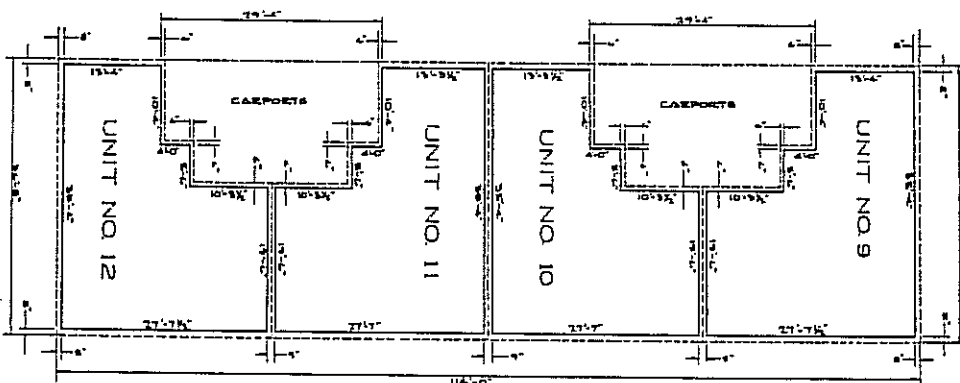
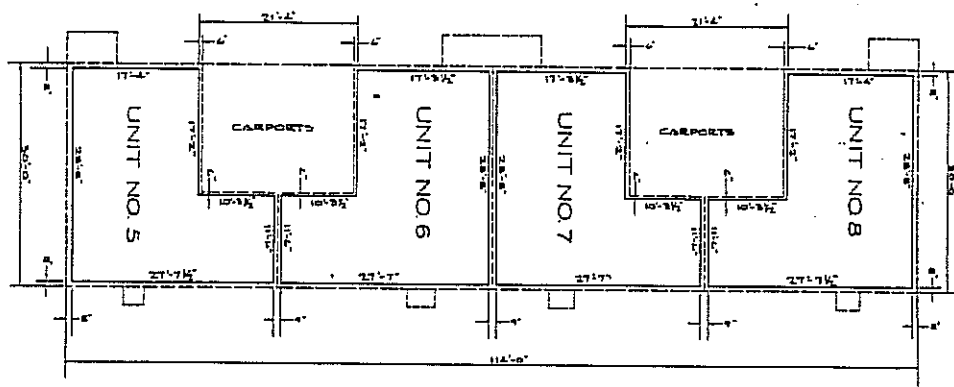
CONNECTIONS OF UNIT'S EXTENDED FROM THE HORIZONTAL PLANE OF THE UNDERGROUND FINISHED CEILING, TO THE UNDERGROUND FINISHED FLOOR, AND BETWEEN THE VERTICAL PLANES OF THE UNDERGROUND FINISHED INTERIOR WALLS, AS SHOWN HEREON, CARPENTRY, PLUMB, STONEMAN, ROOFING AND CONCRETE SHALL CONSTITUTE PARTS OF THE COMMON ELEMENTS BUT NEVERTHELESS EACH IS DEEMED TO BE A UNIT AND Laid OUT TO BEAR EXCLUSIVELY A CONTINGUOUS CONDOMINIUM UNIT. NOTWITHSTANDING, THE LOCATION OF WALLS, FLOORS AND CEILINGS, AS THE SAME MAY PROVE THAT THE EXISTENT SHALL CONSIDERED. THE DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO TAKE ALL OF THE COMMON AREAS ON THIS PLAN FOR INTERIOR AND EXTERIOR FOR SURROUNDING UNITS OF FUTURE VILLAGES AND AS NECESSARY AND SUBJECT TO THE REQUIREMENTS OF THE CITY OF LOS ANGELES, CALIFORNIA, AND ANY SUBSEQUENT ORDINANCE, POLICE, AND ADVISORY AGENCIES.

1. THE UNDEVELOPED LANDS SURVEYED, HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE LANDS AS SHOWN, INTEREST AND EJECTMENT CERTIFY THAT THIS SURVEY AND PLAT HAVE BEEN FILED WITH THE DECLARATION OF CONDOMINIUM, IS A TRUE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED, AND THAT IT CAN BE DISTINGUISHED THEREFROM BY THE IDENTIFICATION, LOCATION, DIMENSIONS AND STRES OF COMMON ELEMENTS AND OF EACH UNIT CONTAINED THEREIN.

DATE: April 8, 1970 Walter A. Babbitt  
Walter A. Babbitt  
ATTORNEY AT LAW  
FEDERAL LAND SURVEYORS  
FLORIDA DIST. NO. 1144

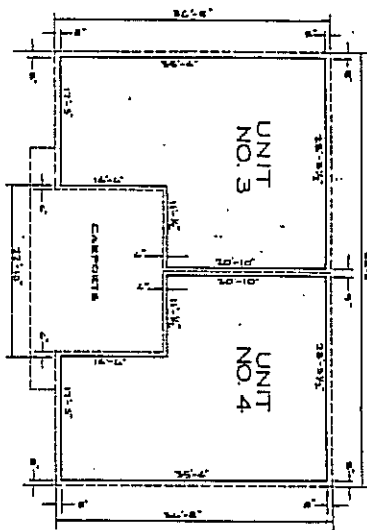
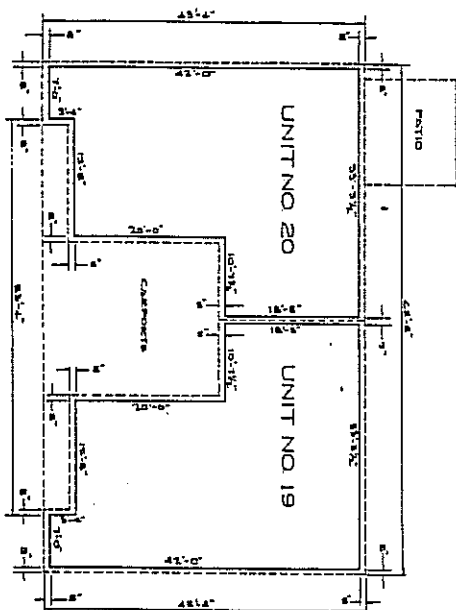


CONDOMINIUM UNIT  
 SHEET 2 OF 4  
 PARKWAY VILLAS  
 UNIT NO. 1  
 SECTION 22.138, 21.17 E.  
 PALM BEACH COUNTY, FLORIDA  
 EXHIBIT-A

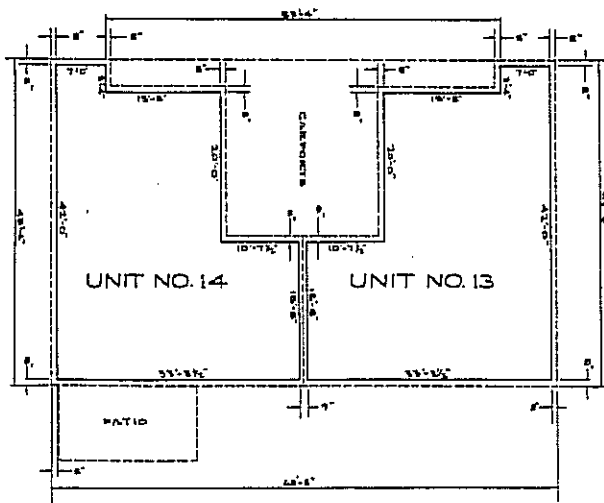


CONDOMINIUM UNIT 3 OF 4  
 PARKWAY VILLAS  
 UNIT NO. 1  
 SECTION 23, T33S, R 17E,  
 HARRIS COUNTY, TEXAS  
 EXHIBIT-A

GRAPHIC DESCRIPTION  
 SCALE: 1" = 10 FEET



UNIT NO. 3  
UNIT NO. 4  
CARPORT  
BATH  
KITCHEN  
LIVING  
DINING  
HALL  
CLOSET  
PATIO  
STAIRS  
ELEVATOR



300000

CONDOMINIUM BOOK 2-1 POLA 20  
SHEET 4 OF 4  
FIREARM VILLAS  
UNIT NO. 1  
SECTION 12, T88S, R47E,  
HAWKINS COUNTY, ILLINOIS  
EXHIBIT-A



CONDOMINIUM BOOK PAGE 34  
SHEET 1 OF 4

-UNIT NO. 2-  
EXHIBIT-A



# SURVEYORS CERTIFICATE

CHERMAN D. SYRICO  
SRL, LAKE BLUFF, ILL.  
FLORIDA CRT. NO. 1274

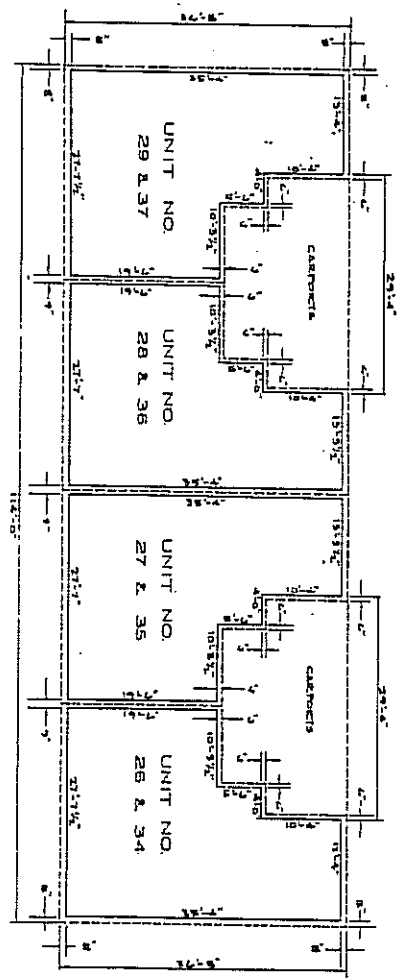
Ownership of limited liability provided the protection and benefits of the limited liability corporation, but without the disadvantages of the corporation. The vertical integration of the production process, from the extraction of the raw materials, through the processing of the materials, and the construction of the final product, allowed the company to control the entire production process. This control allowed the company to reduce costs and increase efficiency. The company's success was due to its ability to control the entire production process, from the extraction of the raw materials, through the processing of the materials, and the construction of the final product. This control allowed the company to reduce costs and increase efficiency. The company's success was due to its ability to control the entire production process, from the extraction of the raw materials, through the processing of the materials, and the construction of the final product.

UNIT OWNERSHIP

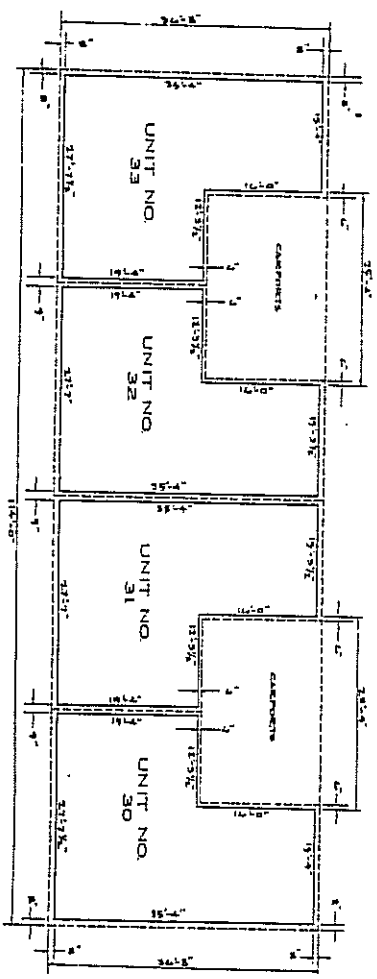
PLOT PLAN  
SCALE: 1"=50'

Exhibit A  
Page 5 of 27

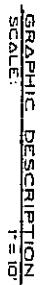
CONDOMINIUM BOOK 2, PAGE 56  
 PARKWAY VILLAS  
 UNIT NO. 2  
 SECTION 22, TWP. 33 N., R. 24 E. 17E.  
 MANASSAS COUNTY, FLORIDA  
 EXHIBIT "A"



GRAPHIC DESCRIPTION  
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GRAPHIC DESCRIPTION  
 SCALE: 1" = 10'

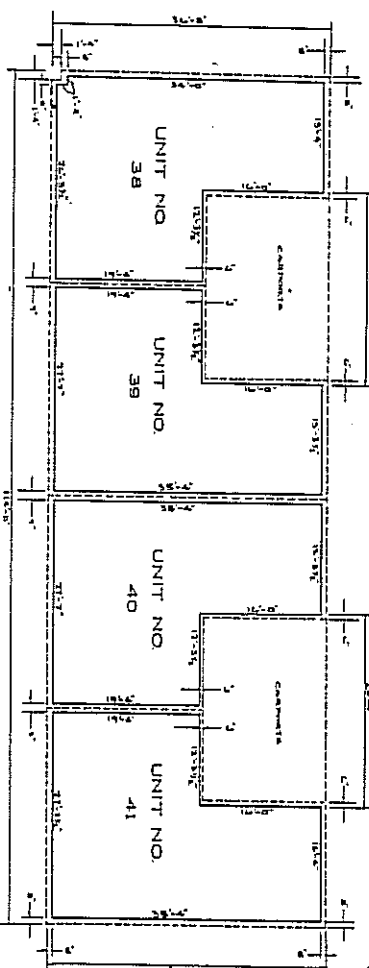


CONDOMINIUM BOOK 2, PAGE 58  
 SHEET 1 OF 1  
 PARKWAY VILLAS  
 UNIT NO. 2  
 SECTION 22.74433, ZONING  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

133442

FILED 10-10-10

FILED 3-25-10  
 H. J. HERRING  
 COUNTY CLERK



GRAPHIC DESCRIPTION  
 SCALE 1" = 10'

CONDOMINIUM BOOK 2  
PAGE 42  
SHEET 1 OF 4

Exhibit A  
Page 0 of 27

**LEGAL DESCRIPTION**

UNIT OWNERSHIP

[illegible]

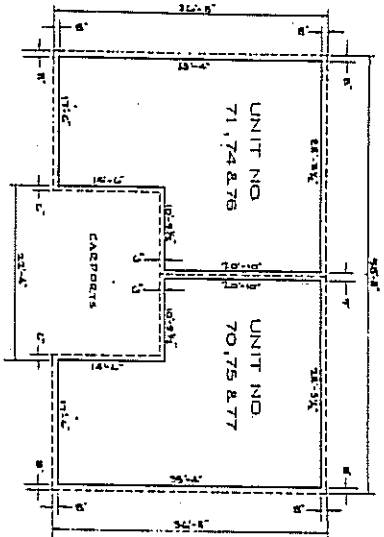
SURVEYOR'S CERTIFICATE

A SURVEY MADE AND RECORDED SEVERAL LAND SURVAYS, THEREBY CERTIFY THAT THIS SURVEY OR ONE OF THE LANDS AS SHOWN ON SAID FURTHER CERTIFICATE, IS A TRACT OF LAND TOGETHER WITH OTHER LANDS AND FURTHER CERTIFICATE, AND THAT IT CAN BE IDENTIFICATION OF THE PROPOSED LOCATION OF THE DIMENSIONS AND OF EASES OF CONDUIT ELEMENTS AND OF UTILIZATION CONTAINED THEREIN.

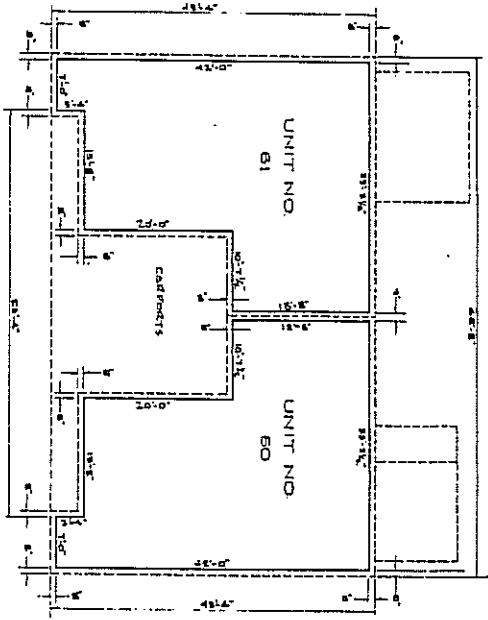
DATE: 6/18/71

Steven J. V. Lee  
GERALD D. STENO  
KIP LIND  
FLORIAN T. L.

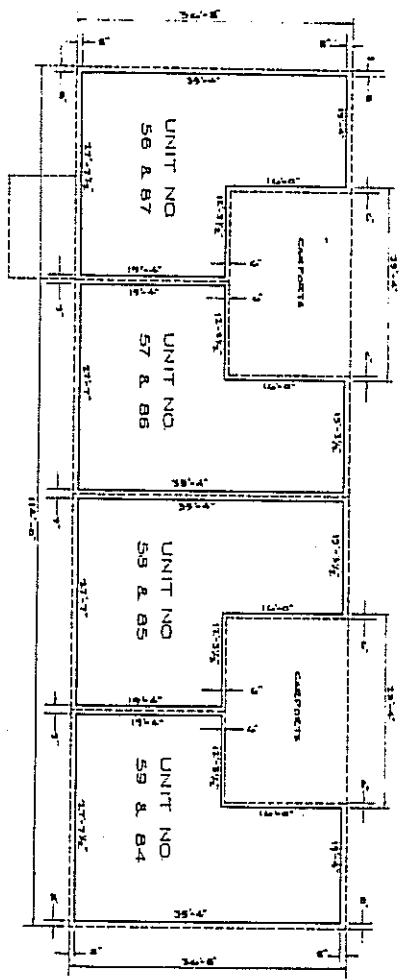
Parkway Village  
 UNIT NO. 52, 53, 54, 55, 56, 57, 58, 59, 60, 61  
 SEC. 19, T. 28 N., R. 17 E., S. 10 E.,  
 WILSON COUNTY, FLORIDA  
 EXHIBIT A



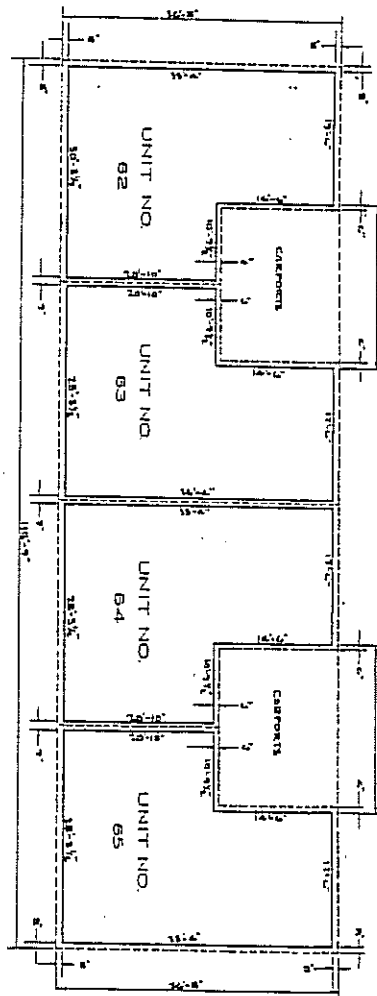
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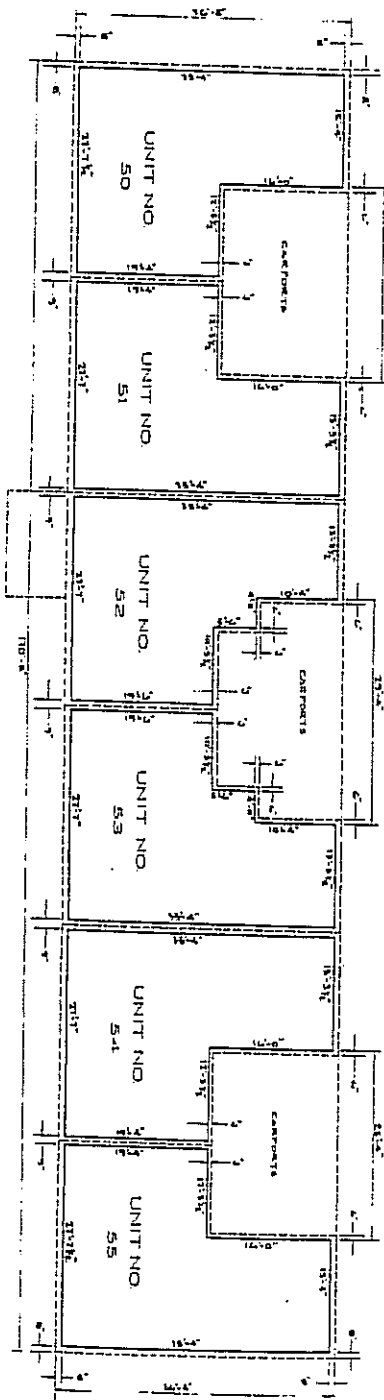
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GRAPHIC DESCRIPTION  
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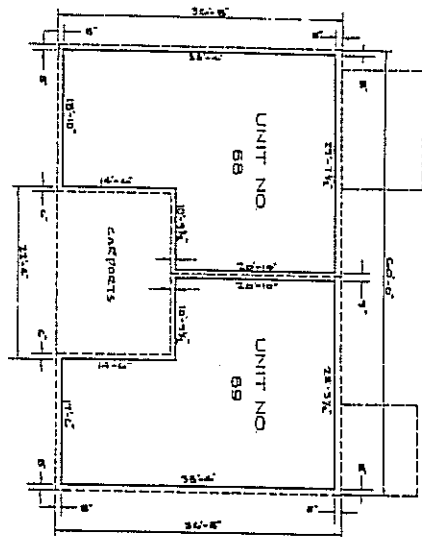


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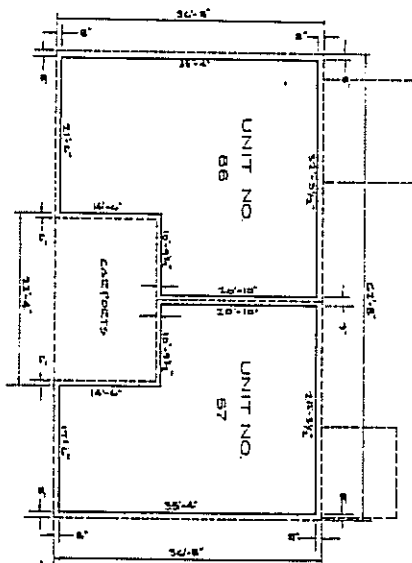
FAIRWAY VILLAGE  
UNIT NO. 3  
SEC. 15 & 22, TWP. 33 N., R. 22 E.,  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

4-6575

FOREMAN VAPPA  
UNIT No. 3  
SEC. 15 & 22, TWP. 33 S., R. 22 E.  
MANISTEE COUNTY, MICHIGAN  
EXHIBIT A



GRAPHIC DESCRIPTION  
SCALE: 1" = 10'



GRAPHIC DESCRIPTION  
SCALE: 1" = 10'

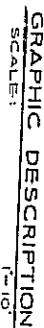




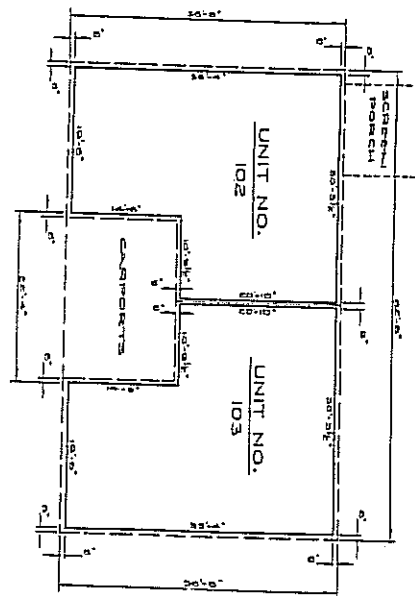
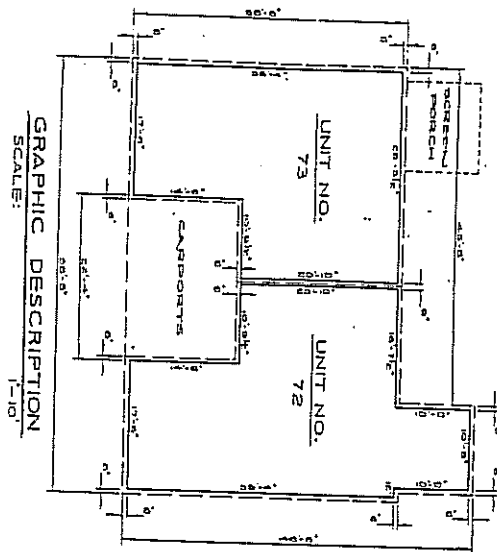
3/1/77 2 00-4

Office: Rm. 2

EXHIBIT - A



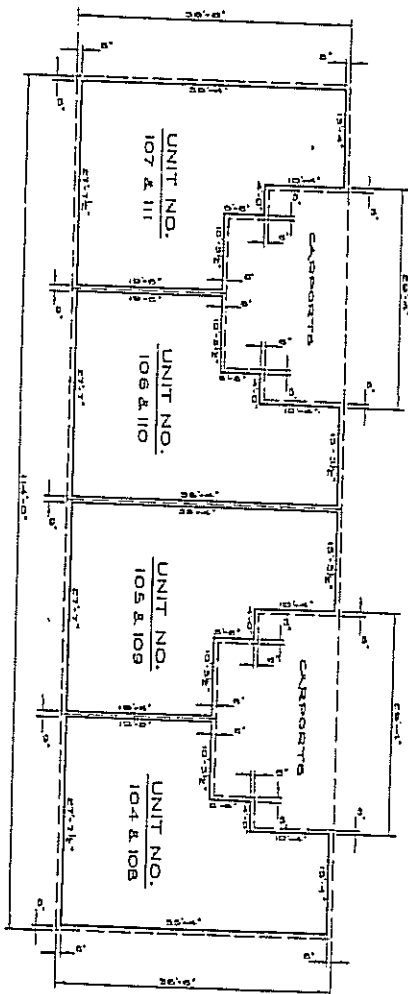
CONDOMINIUM UNIT NO.	ELEVATIONS	
	TOP OF UNINCORPORATED FINISHED FLOOR	TOP OF UNINCORPORATED FINISHED CEILING
7E, 7S		
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02,03,102,103,102,103	10 53	26.80
02,03,102,101	10 54	27.01
00,102,107,108,09,10,11	10 12	27.02
100,101	10 50	27.00
00,101,102,103	10 40	27.07
104,105	10 78	26.75
106,107	10 56	26.80



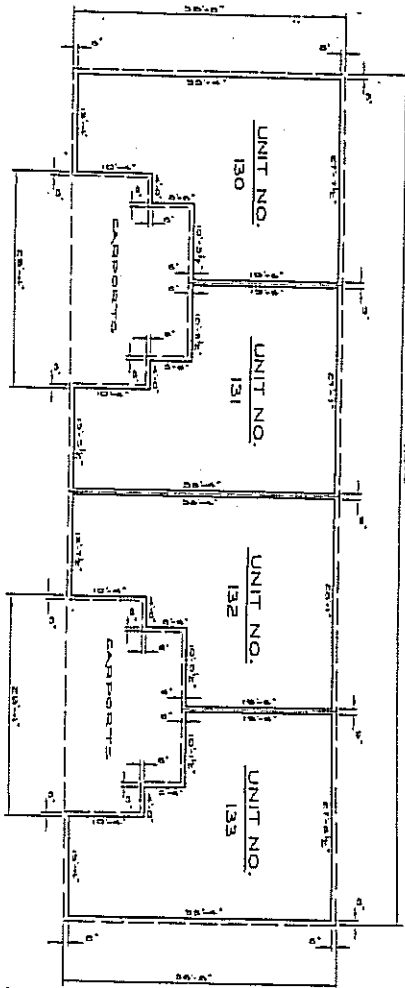
PARKWAY VILLAS  
 UNIT NO. 4  
 SEC 194251, T20N, 28E, R2E, 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT - 2A

GRAPHIC DESCRIPTION  
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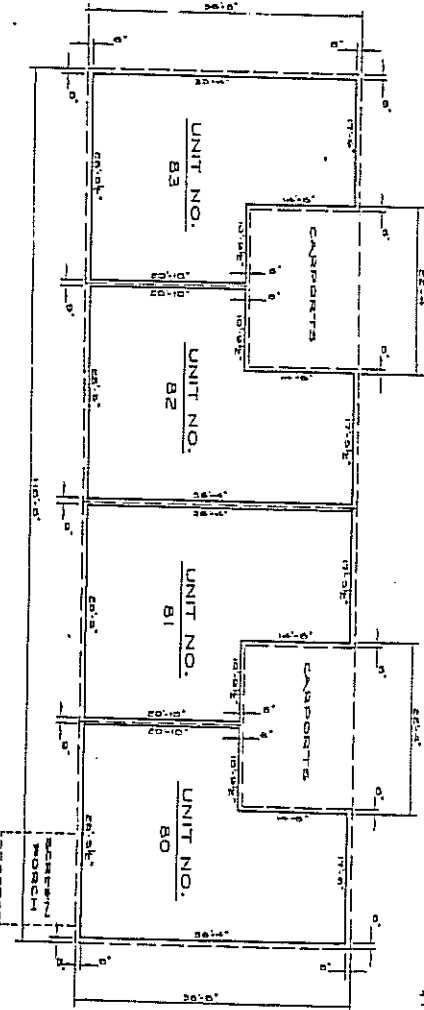
GRAPHIC DESCRIPTION  
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PARKWAY VILLAS  
 UNIT NO. 4  
 SEC. 13 & 14, TWP. 55S, RGE. 17E  
 HUNTERDON COUNTY, N.J.  
 EXHIBIT "A"

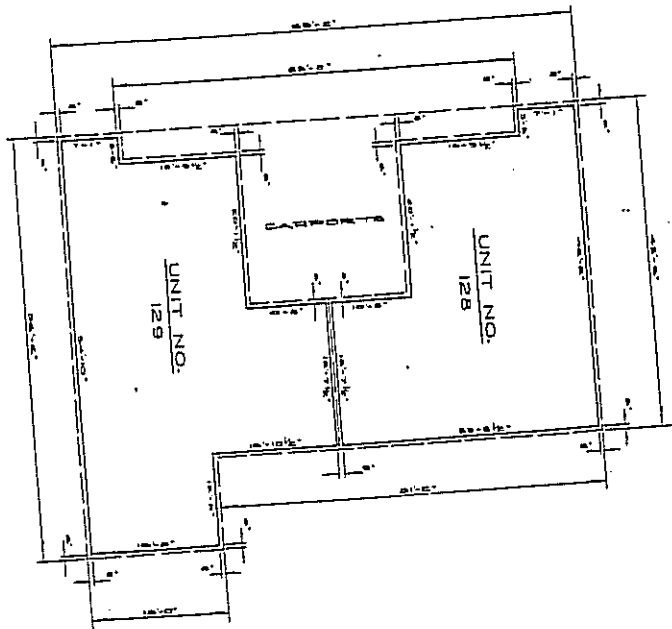


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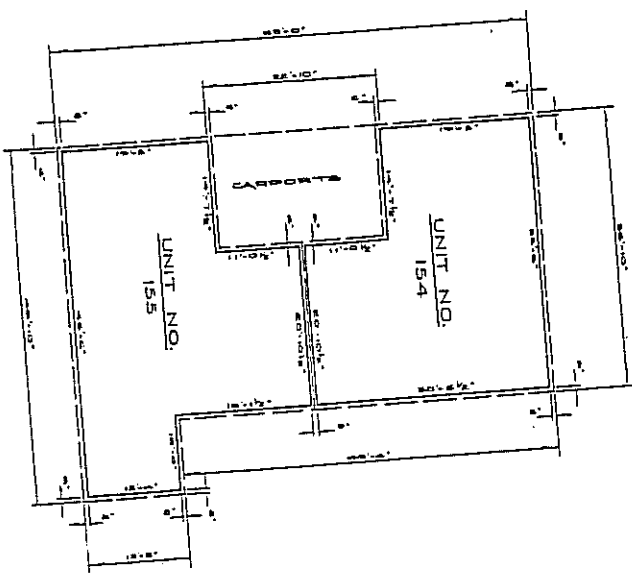


GRAPHIC DESCRIPTION  
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GRAPHIC DESCRIPTION  
SCALE: 1/8"



GRAPHIC DESCRIPTION  
SCALE: 1/8"

PARKING UNIT NO. 5

RECEIVED: 10/10/1981  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

EXHIBIT A

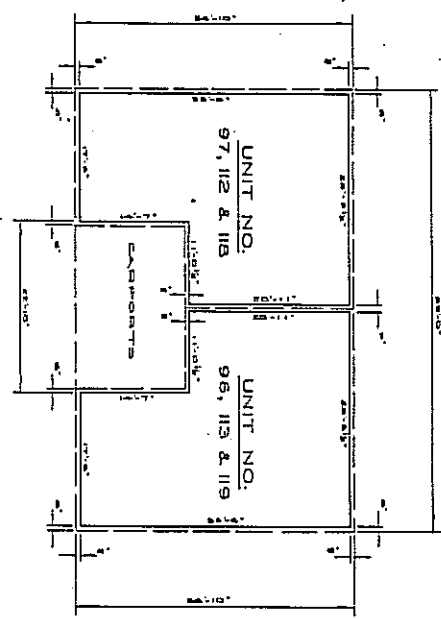
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101-104	101-104	101-104
101-105	101-105	101-105
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ROBERTS & NO. 117 E

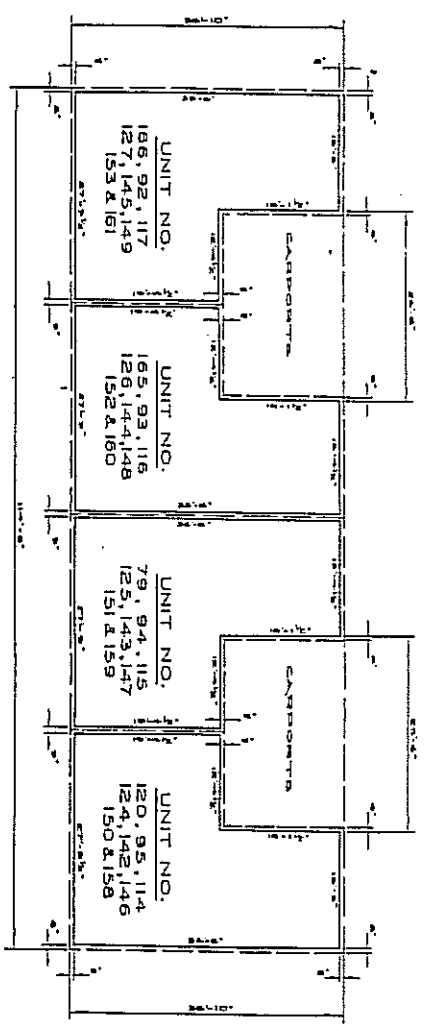
PARKWAY VILLES  
UNIT NO. 3

ONE (1) BED ROOM RESIDENTIAL  
UNIT WITH BATH AND KITCHEN

EXHIBIT "A"



GRAPHIC DESCRIPTION  
SCALE: 1"=10'



GRAPHIC DESCRIPTION  
SCALE: 1"=10'

CONDONVILLE BOOK 2 PAGE 20

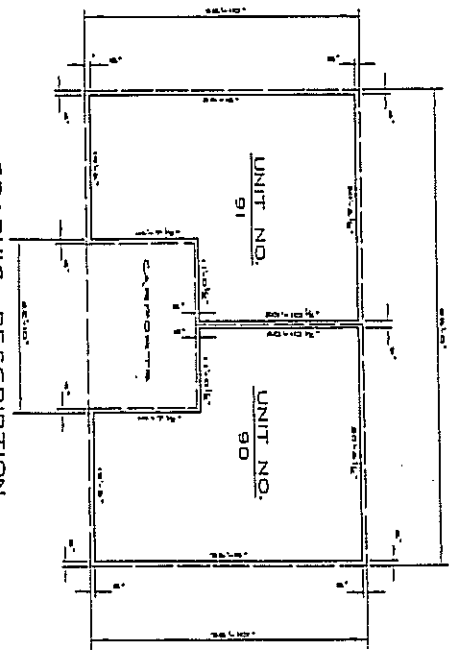
PARKWAY VILLAS

UNIT NO. 5

DEVELOPED BY: TOWN & COUNTRY SUBSIDIARY  
TOWN & COUNTRY SUBSIDIARY

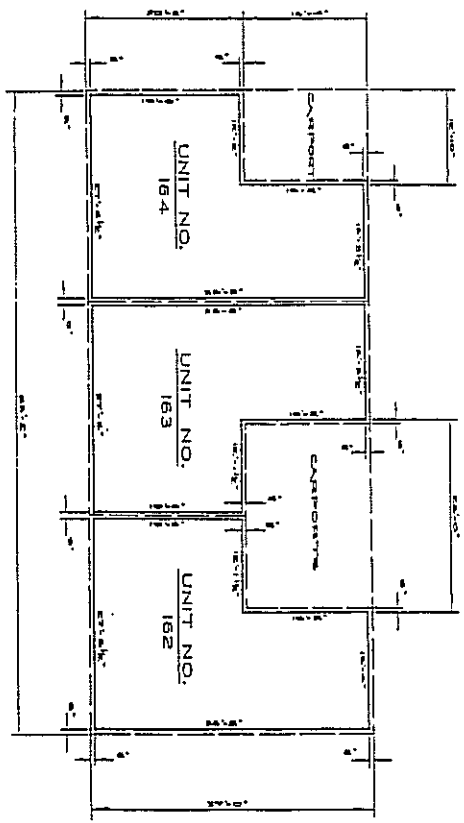
EXHIBIT "A"

GRAPHIC DESCRIPTION  
SCALE: 1"=10'



SCALE: 1"=10'

GRAPHIC DESCRIPTION  
SCALE: 1"=10'



GRAPHIC DESCRIPTION  
SCALE: 1"=10'



LEGAL DESCRIPTION

**අනුබන්ධය**

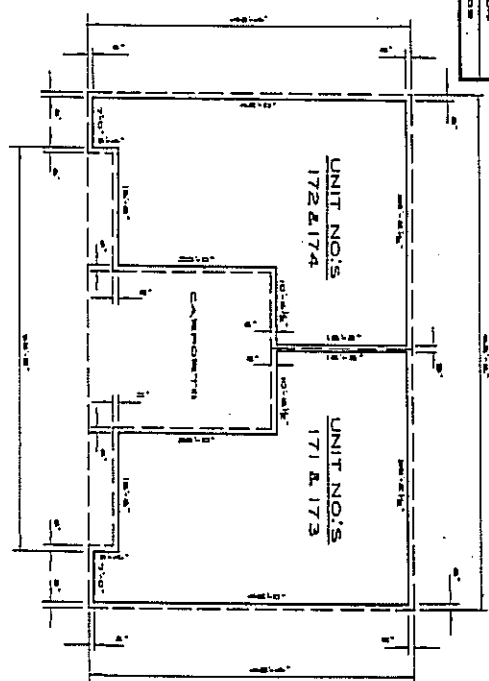


Mr. Wm. C. Brown,  
Chicago, Ill.

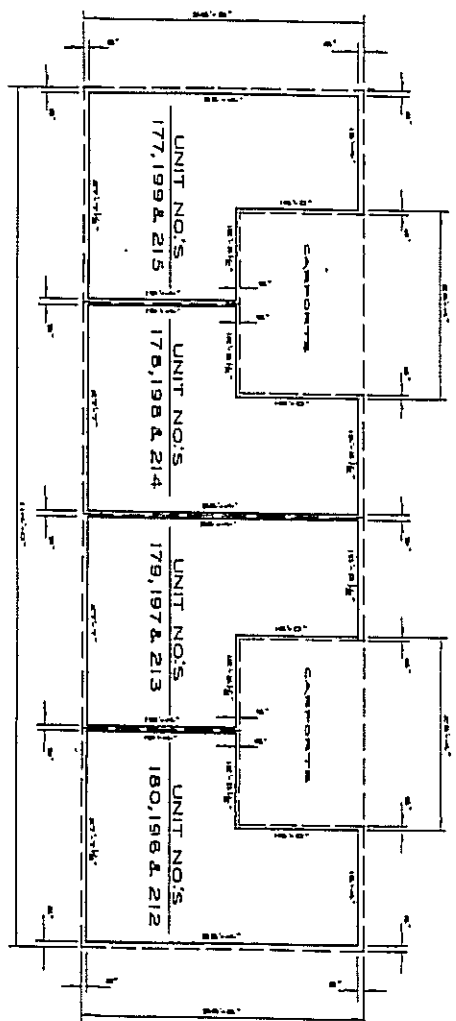
# SURVEYOR'S CERTIFICATE

1. The above mentioned property is situated in the  
 2. County of \_\_\_\_\_ State of \_\_\_\_\_  
 3. and is bounded by \_\_\_\_\_  
 4. \_\_\_\_\_  
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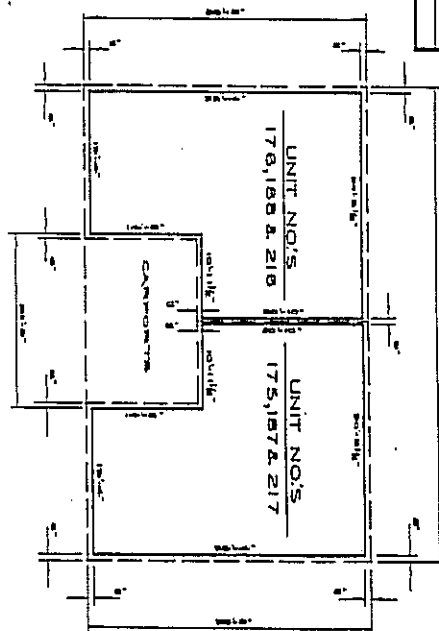
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195 & 196	197 & 198	199 & 200	201 & 202
203 & 204	205 & 206	207 & 208	209 & 210
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715 & 716	717 & 718	719 & 720	721 & 722
723 & 724	725 & 726	727 & 728	729 & 730
731 & 732	733 & 734	735 & 736	737 & 738
739 & 740	741 & 742	743 & 744	745 & 746
747 & 748	749 & 750	751 & 752	753 & 754
755 & 756	757 & 758	759 & 760	761 & 762
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779 & 780	781 & 782	783 & 784	785 & 786
787 & 788	789 & 790	791 & 792	793 & 794
795 & 796	797 & 798	799 & 800	801 & 802
803 & 804	805 & 806	807 & 808	809 & 810
811 & 812	813 & 814	815 & 816	817 & 818
819 & 820	821 & 822	823 & 824	825 & 826
827 & 828	829 & 830	831 & 832	833 & 834
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867 & 868	869 & 870	871 & 872	873 & 874
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891 & 892	893 & 894	895 & 896	897 & 898
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931 & 932	933 & 934	935 & 936	937 & 938
939 & 940	941 & 942	943 & 944	945 & 946
947 & 948	949 & 950	951 & 952	953 & 954
955 & 956	957 & 958	959 & 960	961 & 962
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971 & 972	973 & 974	975 & 976	977 & 978
979 & 980	981 & 982	983 & 984	985 & 986
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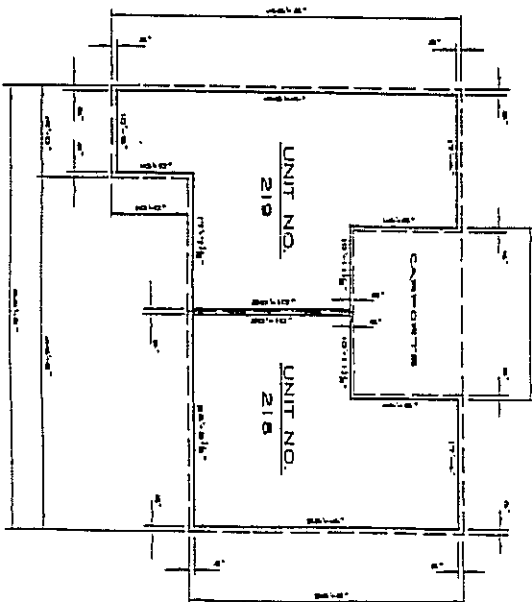
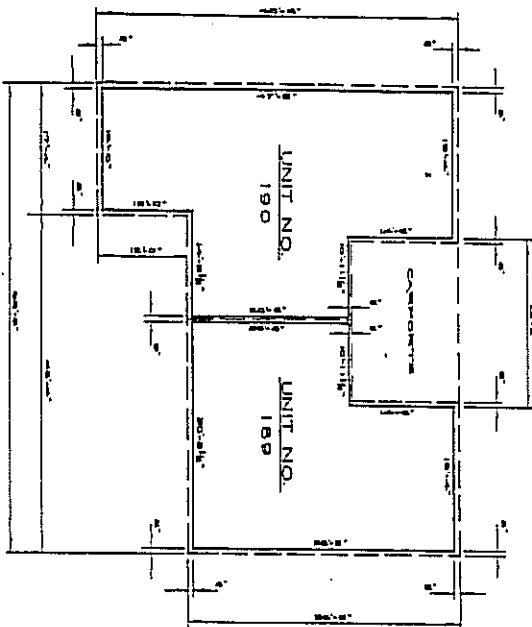
GRAPHIC DESCRIPTION  
SCALE: 1"=10'



PARKWAY VILLAS  
UNIT NO. 8  
SHEET 2 OF 7  
PAUSE  
EXHIBIT - A

[illegible]

GRAPHIC DESCRIPTION  
SCALE: 1" = 10'



PARKWAY VILLAS

$$\frac{1}{2} + \frac{1}{2} = 1$$

BRITISH

**ROBERTS & ZOLLER, INC.**  
**ADDENDUM - SUPPLYING**  
**BRANDITION, FLORIDA**

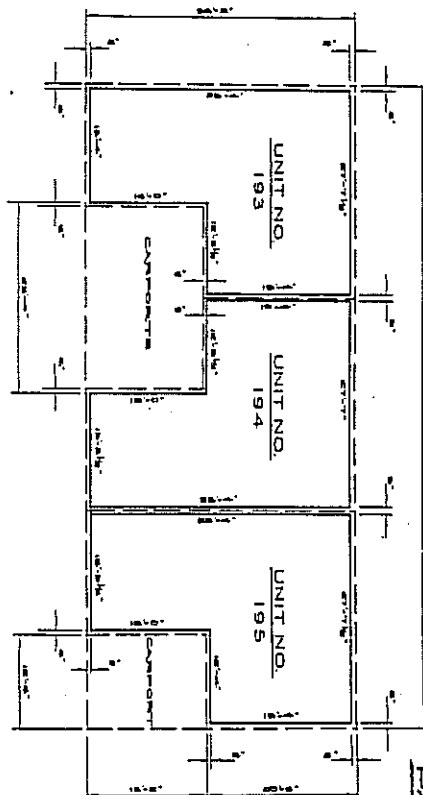
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1995, 1996, 1997, 1998	1999-2001	2002-2004
2005, 2006, 2007, 2008	2009-2011	2012-2014
2015, 2016, 2017, 2018	2019-2021	2022-2024

SHEET 4 OF 7

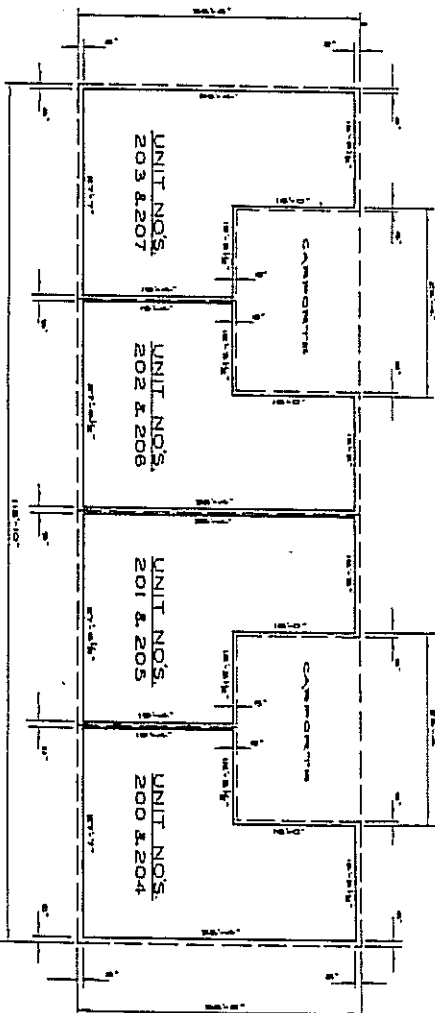
# PARKWAY VILLAS

UNIT NO. 8

EXHIBIT - A



GRAPHIC DESCRIPTION  
SCALE: 1"=10'



GRAPHIC DESCRIPTION  
SCALE: 1"=10'

ROBERTS & ZOLLER, INC.

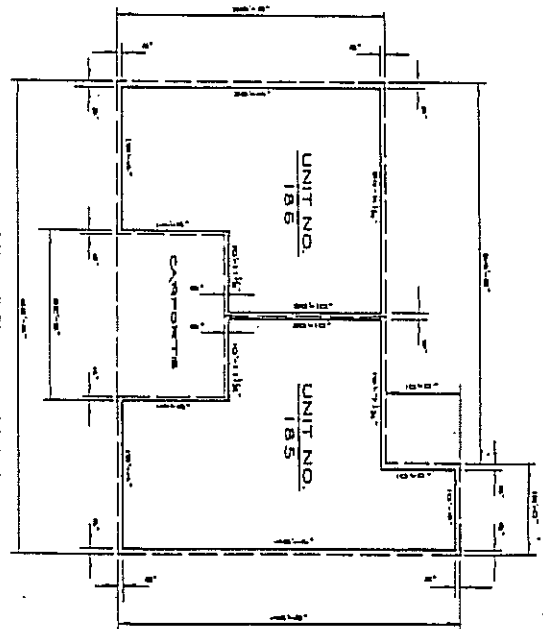
ENGINEERS - ARCHITECTS

1st Floor Plan	1st Floor Plan	1st Floor Plan
2nd Floor Plan	2nd Floor Plan	2nd Floor Plan
3rd Floor Plan	3rd Floor Plan	3rd Floor Plan
4th Floor Plan	4th Floor Plan	4th Floor Plan
5th Floor Plan	5th Floor Plan	5th Floor Plan
6th Floor Plan	6th Floor Plan	6th Floor Plan
7th Floor Plan	7th Floor Plan	7th Floor Plan
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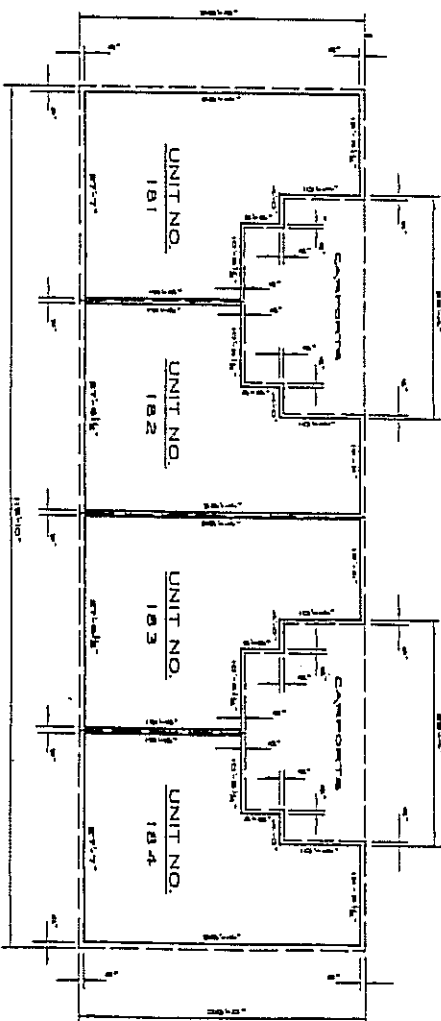
SHEET 5 OF 7

**PARKWAY VILLAS**

UNIT NO. 5  
 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000



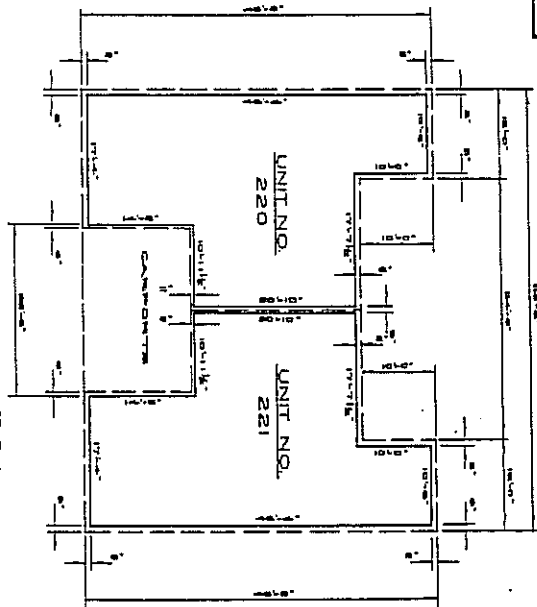
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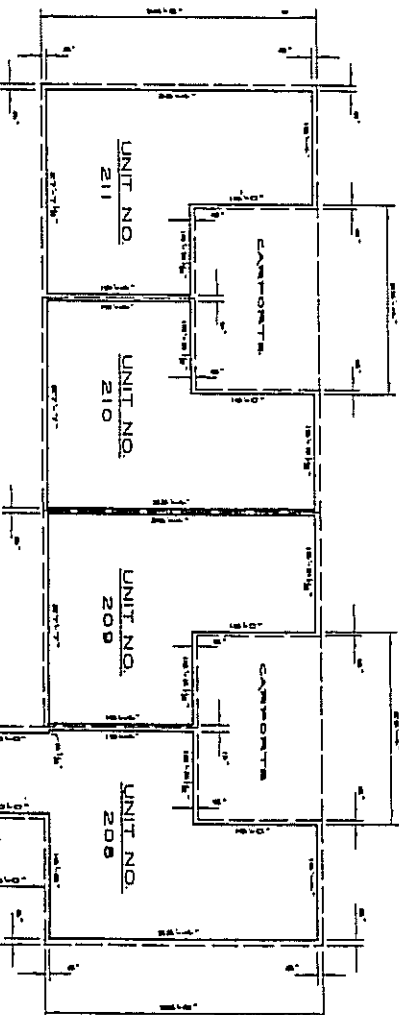
**GRAPHIC DESCRIPTION**  
 SCALE: 1" = 10'

**ROBERTS & ZOLLER, INC.**  
 ENGINEERS - ARCHITECTS  
 MIAMI, FLORIDA

UNIT NO. 200	18'-0"	18'-0"
UNIT NO. 201	18'-0"	18'-0"
UNIT NO. 202	18'-0"	18'-0"
UNIT NO. 203	18'-0"	18'-0"
UNIT NO. 204	18'-0"	18'-0"
UNIT NO. 205	18'-0"	18'-0"
UNIT NO. 206	18'-0"	18'-0"
UNIT NO. 207	18'-0"	18'-0"
UNIT NO. 208	18'-0"	18'-0"
UNIT NO. 209	18'-0"	18'-0"
UNIT NO. 210	18'-0"	18'-0"
UNIT NO. 211	18'-0"	18'-0"
UNIT NO. 212	18'-0"	18'-0"
UNIT NO. 213	18'-0"	18'-0"
UNIT NO. 214	18'-0"	18'-0"
UNIT NO. 215	18'-0"	18'-0"
UNIT NO. 216	18'-0"	18'-0"
UNIT NO. 217	18'-0"	18'-0"
UNIT NO. 218	18'-0"	18'-0"
UNIT NO. 219	18'-0"	18'-0"
UNIT NO. 220	18'-0"	18'-0"
UNIT NO. 221	18'-0"	18'-0"
UNIT NO. 222	18'-0"	18'-0"
UNIT NO. 223	18'-0"	18'-0"
UNIT NO. 224	18'-0"	18'-0"
UNIT NO. 225	18'-0"	18'-0"
UNIT NO. 226	18'-0"	18'-0"
UNIT NO. 227	18'-0"	18'-0"
UNIT NO. 228	18'-0"	18'-0"
UNIT NO. 229	18'-0"	18'-0"
UNIT NO. 230	18'-0"	18'-0"
UNIT NO. 231	18'-0"	18'-0"
UNIT NO. 232	18'-0"	18'-0"
UNIT NO. 233	18'-0"	18'-0"
UNIT NO. 234	18'-0"	18'-0"
UNIT NO. 235	18'-0"	18'-0"
UNIT NO. 236	18'-0"	18'-0"
UNIT NO. 237	18'-0"	18'-0"
UNIT NO. 238	18'-0"	18'-0"
UNIT NO. 239	18'-0"	18'-0"
UNIT NO. 240	18'-0"	18'-0"
UNIT NO. 241	18'-0"	18'-0"
UNIT NO. 242	18'-0"	18'-0"
UNIT NO. 243	18'-0"	18'-0"
UNIT NO. 244	18'-0"	18'-0"
UNIT NO. 245	18'-0"	18'-0"
UNIT NO. 246	18'-0"	18'-0"
UNIT NO. 247	18'-0"	18'-0"
UNIT NO. 248	18'-0"	18'-0"
UNIT NO. 249	18'-0"	18'-0"
UNIT NO. 250	18'-0"	18'-0"



GRAPHIC DESCRIPTION  
SCALE: 1"=10'



PARKWAY VILLAS  
UNIT NO. 2  
SEC. 16, T. 10N, R. 10E, S. 10E, 1/4  
HARRIS COUNTY, TEXAS  
EXHIBIT-A

PA  
SHEET 6 OF 7.

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**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF PARKWAY VILLAS CONDOMINIUM ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION –  
SEE CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT**

These are the Amended and Restated Articles of Incorporation for the Parkway Villas Condominium Association, Inc. originally filed with the Florida Department of State the 18th day of September, 1970, under Charter Number 719339. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2007).

**1. NAME.** The name of the corporation shall be PARKWAY VILLAS CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**2. PURPOSE.** The purpose for which the Association is organized is to manage, operate and maintain six condominiums known as Parkway Villas, A Condominium, Units 1 through 6 and certain Association Property, including recreational facilities. Said Condominiums shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of said Condominiums; to make such improvements, additions and alterations to said Condominiums as may be necessary or desirable from time to time as authorized by the respective Declarations of said Condominiums and the Bylaws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominiums; all as agents of the Owners of the Condominium Parcels of the said Condominiums.

**3. DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium recorded in the Public Records of Manatee County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**4. POWERS.** The powers of the Association shall include and be governed by the following powers:

**4.1 General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

**4.2 Enumeration.** The Association shall have all the powers and duties set forth in the Act and except as limited by these Articles (as they may be amended from time to time), the Bylaws (as they may be amended from time to time), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time including but not limited to the following:

Exhibit "B"  
to the Amended and Restated Declaration of Condominium  
(Amended and Restated Articles of Incorporation)



**4.2.1** To make and collect Assessments and other Charges against members as Villa Owners, and to use the proceeds thereof in the exercise of its powers and duties.

**4.2.2** To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Condominiums or Association Property.

**4.2.3** To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, Association Property or any other property acquired or leased by the Association for use by Unit Owners.

**4.2.4** To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, Directors, and members.

**4.2.5** To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property for the health, comfort, safety, and welfare of the Villa Owners, and for the administration of the Association.

**4.2.6** To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Villas as may be provided by the Declaration.

**4.2.7** To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property and Association Property.

**4.2.8** To contract for the management of the Condominiums and Association Property and any facilities used by the Villa Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

**4.2.9** To employ personnel to perform the services required for proper operation of the Condominiums and Association.

**4.2.10** To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

**4.3 Condominium Property.** All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

**4.4 Distribution of income.** The Association shall make no distribution of income to its members, Directors or officers.

**4.5 Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

Exhibit "B"  
to the Amended and Restated Declaration of Condominium  
(Amended and Restated Articles of Incorporation)

5. **MEMBERS.** The members of the Association shall consist of all of the record Owners of Villas in the Condominiums, and after termination of the Condominium or Condominiums shall consist of those who were members at the time of the termination and their successors and assigns.

5.1 **Assignment.** 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 Unit for which that share is held.

5.2 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Villa, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Villa shall be entitled to one vote for each Villa owned.

5.3 **Meetings.** The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

6. **TERM OF EXISTENCE.** The Association shall have perpetual existence.

7. **OFFICERS.** The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

8. **DIRECTORS.**

8.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors. Directors must be members or the spouse or partner of a member of the Association.

8.2 **Duties and powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.

8.3 **Election; removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. **BYLAWS.** The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. **AMENDMENTS.** These Articles may be amended in the following manner:

10.1 **Proposal of Amendments.** An amendment may be proposed by either a majority

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of the Directors or by twenty-five percent (25%) of the entire voting interests.

**10.2 Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER \_\_\_ FOR PRESENT TEXT."

**10.3. Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

**10.4 Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a majority of the voting interests of the Association present (in person, by proxy, or by written consent) and voting at a duly noticed meeting at which a quorum is present, or by the written consent of a majority of a quorum of voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

**10.5 Effective Date.** An amendment when adopted shall become effective after being recorded in the Manatee County Public Records according to law and filed with the Secretary of State according to law.

**10.6 Automatic Amendment.** These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium. Whenever Chapter 718, Florida Statutes (2007) Chapter 617, Florida Statutes (2007) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements.

**10.7. Proviso.** Provided, however, that no amendment shall change the configuration of any Villa or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Villa concerned and all record Owners of the mortgages on such Villa shall join in the execution of the amendment, and all other Villa Owners approve the amendment.

**11. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT.** The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

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**AMENDED AND RESTATED BYLAWS**  
**OF**  
**PARKWAY VILLAS CONDOMINIUM ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF BYLAWS -**  
**SEE CURRENT BYLAWS FOR CURRENT TEXT**

**1. IDENTITY.** These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Parkway Villas Condominium Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Parkway Villas, a Condominium, Units 1 through 6 (hereinafter "the Condominiums") which are located at 6000 Coral Way, Bradenton, Manatee County, Florida, upon the lands described in the Declarations of Condominium. (The corporation may hereafter be referred to as the "Association.")

**1.1 Office.** The office of the Association shall be at 6000 Coral Way, Bradenton, Florida, or such other location within Manatee County, as may from time to time be determined by the Board of Directors.

**1.2 Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

**1.3 Seal.** The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

**1.4 Definitions.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium for the Condominiums and the Condominium Act.

**2. MEMBERS' MEETINGS.**

**2.1 Annual Meetings.** Annual members' meetings shall be held at such convenient location in Manatee County as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

**2.2 Special Meetings.** Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the voting interests of the Association (or 25% of the Voting Interests of the Condominium, where appropriate). Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes (2007), as amended from time to time.

**2.3 Notice of Members' Meetings.** Notice of all members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Villa Owner by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(2), Florida Statutes (2007), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property.

Members may waive notice of meetings before or after the meeting, however the attendance of any member at a meeting (or person authorized to vote for such member) shall constitute such member's waiver of his/her objection to improper notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**2.4 Board of Directors Election Meetings - Notice and Procedure.** The regular election of Directors shall occur as the first item of business at the annual meeting.

**2.4.1** Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Villa Owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Villa Owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

**2.4.2** There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Villas must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

**2.4.3** In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

**2.5 Quorum/Voting.** A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the Association. Decisions made by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may be required by Chapter 718, Florida Statutes (2007) or the Condominium Documents require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes (2007), or the Condominium Documents shall govern.

To the extent lawful, Villa Owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the Villa Owner duly approved the action of the meeting in question.

**2.6 Indivisible Vote.** Each Villa shall have one indivisible vote. If a Villa is owned by a corporation, any officer may vote on behalf of said corporation. If a Villa is owned by a partnership, any partner may vote on behalf of the partnership. If a Villa is owned in trust, any grantor, trustee or beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of a Villa owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Villa, unless the Villa has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Villa cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

**2.7 Proxies.** Votes may be cast in person or by proxy. Only Villa Owners or the spouse of a Villa Owner may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Villa Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 718, Florida Statutes (2007) requires or permits a vote of the Villa Owners. Provided, however, that it is the intention of this provision to "opt-out" of the requirements of the Statute to the extent that Villa Owners who are given the opportunity to vote by limited proxy, but declined to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photo static, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

**2.8 No Quorum.** If any meeting of members cannot be organized because a quorum is not present, or if insufficient voting interests are represented to approve a proposed item of Association business, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**2.9 Order of Business.** The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

- .1 Call to order by the President;

- .2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a Director);
- .3 Appointment by the Chair of inspectors of election;
- .4 Election of Directors;
- .5 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- .6 Proof of notice of the meeting or waiver of notice;
- .7 Disposal of unapproved minutes;
- .8 Reports of officers;
- .9 Reports of committees;
- .10 Unfinished business;
- .11 New business;
- .12 Adjournment.

**2.10 Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

### **3. BOARD OF DIRECTORS.**

**3.1 Number, Term, and Qualifications.** The affairs of the Association shall be governed by a Board composed of seven (7) Directors. All Directors shall be Villa Owners or the spouse or partner of a Villa Owner. When a Villa is owned by a corporation, a partnership, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. Settlers, grantors and beneficiaries of a trust, and the spouses of such persons, shall be considered eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or

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until the Director is recalled in the manner provided in the Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

**3.2 Board Vacancies.** Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

**3.3 Organizational Meeting.** The organizational meeting of each newly-elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the members.

**3.4 Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

**3.5 Special Meetings.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

**3.6 Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

**3.7 Notice to Owners of Board Meetings.** Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting for the attention of Villa Owners, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment is to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Villa use will be considered, shall be mailed or delivered (including electronic delivery as provided by law) to the Villa Owners and posted conspicuously as provided in Section 2.3 of these Bylaws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association.

**3.8 Owner Participation in Board Meetings.** Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all Villa Owners. Villa Owners may not designate third persons, through power of attorney or otherwise, to attend Board



meetings, unless agreed to otherwise by the Board. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Villa Owner statements. Unless otherwise provided by the Board, each Villa Owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Villa Owner observation.

**3.9 Board Meetings, Quorum, and Voting.** The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two Board members. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

**3.10 Presiding Officer.** The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

**3.11 Director Compensation.** Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

**4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Villa Owners when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the following:

**4.1 To Assess.** The Directors shall adopt budgets and make and collect special and periodic Assessments against owners to defray the costs of the Association.

**4.2 To Expend Association Funds.** The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

**4.3 To Maintain The Condominium Property.** The Directors shall maintain, repair, replace, and operate the property within the Condominium.

**4.4 To Adopt Regulations.** The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Villas, Common Elements, Limited Common Elements, and Association Property, and to enact rules,

policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

**4.5 To Reconstruct After Casualty.** The Directors may reconstruct the Villas, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

**4.6 To Approve Transfers.** The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the Lease of Villas, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

**4.7 To Enforce.** The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meaning.

**4.8 To Contract.** The Directors may contract for management, maintenance, and operation of the Condominiums and the Association.

**4.9 To Insure.** The Directors shall carry insurance for the protection of the Villa Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718, Florida Statutes (2007), both as amended from time to time.

**4.10 To Pay Utility Bills.** The Directors shall pay the cost of all utility services rendered to the Condominiums and Association Property and not billed to Owners of individual Villas.

**4.11 To Hire and Discharge.** The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

**4.12 To Sue and Be Sued.** The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

**4.13 To Deal in Real and Personal Property and Borrow Money.** The Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, Leases, and other instruments by its officers and to purchase, own, Lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

**4.14 To Enter Into Contracts for Products and Services.** All contracts for the purchase, Lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the

products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.

**4.15 To Appoint Committees.** The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association as defined in the Section 718.103(6), Florida Statutes (2007) shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

**4.16 To Ensure Fire Safety Compliance.** The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Villas with the applicable Fire and Life Safety Code.

**4.17 To Approve the Installation of Hurricane Shutters.** The Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Villa Owner's agreement to execute appropriate documentation regarding same.

**4.18 To Exercise Emergency Powers.** In the event of any "emergency" as defined in Section 4.19.8 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2007), and Section 617.0303, Florida Statutes (2007).

.1 The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity or long-term unavailability, of any officer of the Association.

.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

.4 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

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.5 The Board may use reserve funds to meet Association needs.

.6 Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

.7 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

.8 For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

- (a) a state of emergency declared by local civil or law enforcement authorities;
- (b) a hurricane warning;
- (c) a partial or complete evacuation order;
- (d) federal or state "disaster area" status;
- (e) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,
- (f) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Villa Owners, the Condominium Property, or Association Property.

**4.19 To Enter Into Contracts and Borrow Money.** The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

## **5. OFFICERS.**

**5.1 Executive Officers.** The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

**5.2 President — Powers and Duties.** The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and

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shall have all of the powers and duties which are usually vested in the office of President of a corporation.

**5.3 Vice-President — Powers and Duties.** 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.

**5.4 Secretary — Powers and Duties.** 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 notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

**5.5 Treasurer — Powers and Duties.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He will be responsible for ensuring that the Assessment rolls and accounts of the members are kept. He shall be responsible for ensuring that the books of the Association are kept in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

**5.6 Officers' Compensation.** Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

## **6. Indemnification.**

**6.1 Indemnity.** The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

**6.2 Defense.** To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

**6.3 Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

**6.4 Miscellaneous.** The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

**6.5 Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

**6.6 Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**6.7 Delegation.** To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

**7. MINUTES AND INSPECTION OF RECORDS.** Minutes of all meetings of Villa Owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12), Florida Statutes (2007), as amended from time to time, shall be available for inspection by Villa Owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

**8. FISCAL MANAGEMENT.** Shall be in accordance with the following provisions:

**8.1 Budget.** The budget shall be adopted by the Board. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, Directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which would be declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes (2007), as

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amended from time to time, the funding of which may be waived or reduced by the Owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests at a duly called meeting of the Association, or by the written approval of a majority of the voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 8.2 hereof. If an adopted budget requires Assessments against the Villa Owners in any fiscal or calendar year which exceed 115 percent of the Assessments for the preceding year, the Board upon written application of 10 percent of the voting interests to the Board, shall call a special meeting of the Villa Owner within 30 days upon not less than 10 days' written notice to each Villa Owner. At the special meeting, Villa Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the Villa Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Villa Owners at the meeting or by a majority of all the voting interests in writing, the budget is adopted. If a meeting of the Villa Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Villa Owners, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property or Association Property must be excluded from the computation.

**8.2 Mailing.** A copy of the proposed annual budget shall be mailed or hand-delivered to the Villa Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

**8.3 Assessments.** The annual shares of the Villa Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 10 days thereafter. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

**8.4 Special Assessments.** Assessments for Common Expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Villa Owner as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Villa Owners or applied as a credit towards future Assessments.

**8.5 Assessment Roll.** The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Villas which shall be available for inspection at all reasonable times by Villa Owners. Such roll shall indicate for each Villa the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Villa's account may be relied upon for all purposes by any person for whom made.

**8.6 Liability for Assessments and Charges.** A Villa Owner shall be liable for all Assessments and Charges coming due while the Owner of a Villa, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Villa for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Villa by foreclosure, such mortgagee and its successors and assigns shall only be liable for such Villa's Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of title as provided in the Florida Condominium Act (2007).

**8.7 Liens for Assessments.** The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Villa.

**8.8 Lien for Charges.** Unpaid Charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Villa and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

**8.9 Collection — Interest; Administrative Late Fee; Application of Payments.** Assessments or Charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the Assessment payment first due.

**8.10 Collection — Suit.** The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Villas and may withhold approval for the sale, Lease, or other transfer of a Villa, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the Villa Owner a written notice of its intention to foreclose the lien as provided by law.



**8.11 Accounts.** All sums collected from Assessments or Charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or Charges are made.

**8.12 Association Depository.** The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

**8.13 Commingling of Funds.** All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2007), as amended from time to time, no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2007), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

**8.14 Financial Reports.** A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2007), as amended from time to time, and with Section 718.111(13), Florida Statutes (2007), as amended from time to time.

**8.15 Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes (2007), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and all of the officers of the Association. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

**9. PARLIAMENTARY RULES.** Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

**10. BYLAW AMENDMENTS.** Amendments to the Bylaws shall be adopted in the following manner:

Exhibit "C"  
to the Amended and Restated Declaration of Condominium  
(Amended and Restated Bylaws)  
Page 14 of 16

**10.1 Proposal of Amendments.** An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

**10.2 Proposed Amendment Format.** Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER \_\_\_\_ FOR PRESENT TEXT."

**10.3. Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

**10.4 Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a majority of the voting interests of the Association present (in person, by proxy, or by written consent) and voting at a duly noticed meeting at which a quorum is present, or by the written consent of a majority of a quorum of voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

**10.5 Effective Date.** An amendment when adopted shall become effective after being recorded in the Manatee County Public Records according to law.

**10.6 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2007) Chapter 617, Florida Statutes (2007), or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements.

**10.7. Proviso.** Provided, however, that no amendment shall change the configuration of any Villa or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Villa concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Villa Owners approve the amendment.

## **11. DISPUTE RESOLUTION.**

**11.1 Mandatory Arbitration.** If unresolved, disputes between the Board and Villa Owners as defined in Section 718.1255(1), Florida Statutes (2007) must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

**11.2 Villa Owner Inquiries.** When a Villa Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Villa Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the

Exhibit "C"

to the Amended and Restated Declaration of Condominium  
(Amended and Restated Bylaws)

Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Villa. In the event of a grievance of a Villa Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

**11.3 Other Remedies.** Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Villa Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

**12. MISCELLANEOUS.** The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

**12.1 Conflicts.** The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declarations of Condominium for Units No. 1 through 6. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

**12.2 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

**12.3 Severability.** In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

SAR\_DB: 141804\_1

LEGAL DESCRIPTION:

BEGIN AT THE SOUTHEAST CORNER OF LOT 8, BLOCK "G", BAYSHORE GARDENS, SECTION NO. 36, AS RECORDED IN PLAT BOOK 13, PAGE 53, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 89°30'00"W ALONG THE SOUTH LINE OF SAID BLOCK "G", 120.00 FEET TO THE NORTHWEST CORNER OF PARKWAY VILLAS CONDOMINIUM UNIT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGE 62, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT; THENCE CONTINUE S 89°30'00"W, 201.19 FEET; THENCE S 00°30'00"E, PERPENDICULAR TO SAID SOUTH LINE OF BLOCK "G", AND THEREAFTER PARALLEL TO SAID SOUTH LINE OF BLOCK "G", 70.00 FEET; THENCE S 89°30'00"W, 42.30 FEET; THENCE S 00°30'00"E, 38.95 FEET; THENCE FROM A POINT, 106.57 FEET; THENCE S 29°00'00"E, 80.55 FEET TO SAID SOUTH LINE OF BLOCK "G", 20.00 FEET; THENCE S 33°45'10"E, 113.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A POINT ON THE ARC OF SAID CURVE, 144.35 FEET; THENCE S 00°30'00"E, PERPENDICULAR TO SAID SOUTH LINE OF BLOCK "G", 79.33 FEET TO THE INTERSECTION OF SAID LINE AND THE NORTH LINE OF PARKWAY VILLAS CONDOMINIUM, UNIT NO. 2, AS RECORDED IN PLAT BOOK 2, PAGE 62, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 89°30'00"E, ALONG SAID NORTH LINE OF UNIT NO. 2, 220.53 FEET TO THE SOUTHWEST CORNER OF SAID UNIT NO. 3, 104.52 FEET TO THE P.C. OF A CURVE, WHOSE RADIUS POINT LIES N 00°30'00"W, 160.92 FEET; THENCE ALONG SAID WESTERLY BOUNDARY, 150.30 FEET; THENCE N 04°43'10"W, ALONG SAND WEDGE OF 19°43'35", 55.40 FEET; THENCE N 00°30'00"W, ALONG SAND WESTERLY BOUNDARY, 72.57 FEET; THENCE S 89°30'00"W, ALONG SAND WESTERLY BOUNDARY, 15.00 FEET; THENCE N 00°30'00"W, ALONG SAND WESTERLY BOUNDARY 80.00 FEET TO THE P.O.B., BEING AND LYING IN SECTION 15 AND 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

JOHN C. MANSON  
ATTORNEY AT LAW  
406 - 15TH STREET W.  
BRADENTON, FLORIDA  
33505

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FILED AND RECORDED

Nov 5 4 42 PM '71

M. F. NEHRING, CLERK  
MANATEE CO. FLA.

LEGAL DESCRIPTION: PARCEL "B"

BEING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK "A", BAYSHORE GARDENS, SECTION NO. 35, AS RECORDED IN PLAT BOOK 13, PAGE 44, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAND POINT ALSO LYING ON THE NORTH R/W OF BAYSHORE GARDENS PARKWAY; THENCE S 89°30'30"W, ALONG SAND NORTH R/W, 24000 FEET TO THE SOUTHWEST CORNER OF UNIT NO. 1, PARKWAY VILLAS CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 2, PAGE 17, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A P.O.B.; THENCE CONTINUE S 89°30'30"W, 171.63 FEET; THENCE N 00°30'00"W, PARALLEL TO THE WEST LINE OF SAND UNIT NO. 1, AND 171.63 FEET THEREFROM, 219.07 FEET; THENCE N 89°30'00"E, PERPENDICULAR TO THE WEST LINE OF SAND UNIT NO. 1, 77.00 FEET; THENCE N 00°30'00"W, PARALLEL TO THE WEST LINE OF SAND UNIT NO. 1, AND 94.63 FEET THEREFROM, 93.00 FEET; THENCE N 89°30'00"E, PERPENDICULAR TO THE WEST LINE OF SAND UNIT NO. 1, 94.63 FEET TO THE INTERSECTION OF SAND LINE AND THE NORTHERLY EXTENSION OF THE WEST LINE OF SAND UNIT NO. 1; THENCE S 00°30'00"E, ALONG THE WEST LINE OF SAND UNIT NO. 1, AND NORTHERLY EXTENSION THEREOF, 212.13 FEET TO THE P.O.B.; BEING AND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

EXHIBIT X (continued)

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33505

OFF. 529 REC 740

Exhibit D  
Page 2 of 2

(Continued)

[illegible]

Exhibit "D" (continued)

EGZ-1 DE 2001-01-01  
BEGIN AT THE SOUTHERLY EAST CORNER OF UNIT  
FOUR, PARKWAY VILLAGE, AS RECORDED IN CON-  
DOMINIUM BOOK 12, PAGES 89, 90, 91 AND 92 OF  
THE PUBLIC RECORDS OF MANATEE COUNTY,  
FLORIDA; (SAID POINT Lying ON THE NORTH  
RIGHT OF WAY OF BAYSHORE GARDENS PARK  
WAY); THENCE N 00° 30' 00" W ALONG THE WEST  
LINE OF SAID UNIT FOUR, AND THE NORTHERLY  
EXTENSION THEREOF, 646.73 FEET; THENCE  
S 89° 30' 00" W, PARALLEL TO THE NORTH LINE  
OF LOT 1, BLOCK 11, OF BAYSHORE GARDENS,  
SECTION 36, AS RECORDED IN PLAT BOOK 13,  
PAGE 53, PUBLIC RECORDS OF MANATEE COUNTY,  
FLORIDA, AND 350.0 FEET THEREFROM,  
350.0 FEET TO THE INTERSECTION OF SAID LINE  
AND THE SOUTHERLY EXTENSION OF THE WEST-  
ERLY LINE OF SAID LOT 1; THENCE N 00° 30' 00" W  
ALONG SAID WESTERLY LINE AND THE SOUTHERLY  
EXTENSION THEREOF, 350.0 FEET TO THE  
NORTHWESTERLY CORNER OF SAID LOT 1, ALSO  
Lying ON THE SOUTH RIGHT OF WAY OF CLARK  
AVENUE, AS SET FORTH IN SAID BAYSHORE GAR-  
DENS SECTION 36; THENCE S 89° 30' 00" W ALONG  
THE WESTERLY EXTENSION OF SAID SOUTH RIGHT  
OF WAY OF CLARK AVENUE, 180.00 FEET; THENCE  
S 00° 30' 00" E, PARALLEL TO SAID WESTERLY LINE  
OF LOT 1, AND SOUTHERLY EXTENSION THEREOF,  
471.70 FEET; THENCE N 89° 30' 00" E, PARALLEL TO  
SAID WESTERLY EXTENSION OF THE SOUTH RIGHT  
OF WAY OF CLARK AVENUE AND 471.70 FEET  
THEREFROM, 32.00 FEET; THENCE S 00° 30' 00" E,  
PARALLEL TO SAID WEST LINE OF UNIT FOUR  
AND NORTHERLY EXTENSION THEREOF, AND  
580.00 FEET THEREFROM, 525.00 FEET TO THE  
INTERSECTION OF SAID LINE AND SAID NORTH  
RIGHT OF WAY OF BAYSHORE GARDENS PARK  
WAY; THENCE N 89° 30' 30" E ALONG SAID NORTH  
RIGHT OF WAY, 180.00 FEET TO THE P.O.B.; BEING  
AND Lying IN SECTIONS 15 AND 22, TOWNSHIP  
35 SOUTH, RANGE 17 EAST, MANATEE COUNTY,  
FLORIDA.

45035

FILED AND RECORDED

Nov 30 2 41 PM '72  
M. T. MEYERS, CLERK  
MANATEE COUNTY, FLA.

EXHIBIT X