

VALENCIA GARDEN CONDOMINIUM III
VALGO ASSOCIATION III INC

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

This instrument prepared by
and return to:
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Pollakoff, PA 630 S. Orange Avenue Sarasota,
FL 34236

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
VALENCIA GARDEN CONDOMINIUM III,
a Condominium**

WHEREAS, VALENCIA GARDEN CONDOMINIUM III, a Condominium, was created by the recording of its Declaration of Condominium in the Public Records of Manatee County in O.R. Book 912, Page 1217, et seq., Public Records (the Condominium), and

WHEREAS, Valgo Association III, Inc., a Florida not-for-profit corporation, is the corporate entity responsible for the operation of the Condominium (the Association), and

WHEREAS, the Declaration of Condominium has been amended on numerous occasions over the years which has made review of the document difficult, and

WHEREAS, the Declaration was most recently revised on March 18, 1996 by affirmative vote of not less than seventy-five (75%) percent of the voting interests in the Condominium, and by not less than seventy-five (75%) percent of the Board of Directors of the Association, and

WHEREAS, the Board of Directors of the Association has determined that it will be in the best interests of the community to restate and integrate all the existing provisions, including the most recently adopted amendments, into one instrument, ail being contained in this Amended and Restated Declaration of Condominium, and

WHEREAS, the Board of Directors approved the Amended and Restated Declaration of Condominium at its Board meeting held on the 18th day of March, 1996.

NOW THEREFORE, the following is adopted as the Amended and Restated Declaration of Condominium of VALENCIA GARDEN CONDOMINIUM III, a Condominium. The Association and its members do publish and declare this Amended and Restated Declaration of Condominium and state of record that the real property constituting VALENCIA GARDEN CONDOMINIUM III, a Condominium, shall henceforth be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and approved subject to this Amended and Restated Declaration of Condominium which is intended to continue and create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the Condominium Property and the respective successors, heirs, executors, administrators and assigns.

KNOW ALL MEN BY THESE PRESENTS, that Manatee Management, Inc., a Florida corporation, hereinafter called "Developer", submitted to the Condominium form of ownership, pursuant to Chapter 718 of the Florida Statutes, as amended, the lands hereinafter described and the improvements thereon, said lands lying and being in Manatee County in the State of Florida and in pursuance of same hereby declares:

ARTICLE I. The Condominium Act: Chapter 718 of the Florida Statutes, as amended from time to time, is incorporated herein by reference and all provisions thereof shall apply to this Condominium to the extent necessary. However, where the statute is permissive or, where this Declaration is not in conflict with the provisions of said statute, this Declaration shall prevail.

ARTICLE II. The Land: The lands, formerly owned by Developer, which were submitted to the Condominium form of ownership are the lands described in the condominium surveys recorded at Condominium Book 8, Pages 112, 113 and

114; O.R. Book 912, Pages 1268, 1269, and 1270, Public Records of Manatee County, Florida, which for the purpose of this Declaration are herein called the lands.

ARTICLE III. Name and Location: The name and location by which this Condominium is to be identified is:

VALENCIA GARDEN CONDOMINIUM III, A CONDOMINIUM
3500 EL Conquistador Parkway
Bradenton, FL 34210

ARTICLE IV. Definitions: The terms used in this Declaration of Condominium and its Exhibits shall have the meanings stated in the Condominium Act, and as herein provided, unless the context otherwise requires.

4.1 Assessment: "Assessment" means a share of the funds required for the payment of common expenses, including maintenance, and costs required for the administration of the Condominium, and the charges and expenses of the Association which are assessed against the Unit Owner under authority of this Declaration by the Board of Directors of the Association, as herein provided.

4.2 Association: "Association" means Valgo III Association, Inc., a non-profit corporation and its successors, which is and shall be the legal entity responsible for the operation of this Condominium.

4.3 By-Laws: "By-Laws" means the By-Laws for the Government of Valgo III Association, Inc.

4.4 Board: "Board" means the Board of Directors of Valgo III Association, Inc.

4.5 Common Elements: "Common Elements" means the portions of the Condominium property, other than any Association Property, not included with any unit and not included as a limited common element, and all improvements, devices or installation rationally of common use, or necessary to the common existence, or existing for common use, or any other property owned by the Association, other than any Association Property, and for the maintenance and operation of the Condominium.

4.6 Common Expenses: "Common Expenses" means those expenses for which the Unit Owners are liable to the Association.

4.7 Common Surplus: "Common Surplus" means the excess of all receipts of the Association from this Condominium and the owners of the units, including but not limited to, assessments, receipts and revenues on account of the common elements, over the amount of the common expenses.

4.8 Condominium Parcel: "Condominium Parcel" means the unit together with the undivided shares in the common elements which is appurtenant to the unit and all other appurtenances thereto.

4.9 Condominium Property: "Condominium Property" means and includes the land in the Condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.10 Condominium Unit or "Unit": "Condominium Unit" or "Unit" means that portion of the Condominium property which is subject to private ownership as defined in the Condominium Act.

4.11 Institutional Mortgagee: "Institutional Mortgagees" means national or state banks, national or state savings and loan associations, insurance companies, FHA approved mortgage lenders and mortgage bankers.

4.12 Limited Common Elements: "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.13 Unit Owner or Owner of Unit: "Unit Owner" or "Owner of Unit" means the owner in fee simple of a Condominium parcel or unit.

4.14 Association Property: "Association Property" means property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.

ARTICLE V. Development Plan: The "Development Plan" of the Condominium is described and is established as follows:

5.1 Survey, Graphic Descriptions, and Floor Plans: Surveys of the lands, and graphic descriptions of the improvement in which the Units are located and a plot plan thereof, are recorded at Condominium Book 8, Pages 112, 113 and 114; O.R. Book 912, Pages 1268,1269, and 1270, Public Records of Manatee County, Florida, ail made part hereof, and together with this Declaration are in sufficient detail to identify the units, common elements and the limited common

elements of the condominium property, including any and all future improvements thereon and provide accurate representations of their locations and dimensions and constitute this Condominium.

5.2 Fraction of Common Elements and Common Expenses:

- (a) Initial Condominium: The initial Condominium consisted of 9 units of approximately 1500 feet which was assigned an ownership numerator of 19 and 4 units of approximately 1850 square feet which was assigned an ownership numerator of 20 and 1 unit of approximately 2400 square feet which was assigned an ownership numerator of 21. The total of all numerators for all models in Phases I through XI will be the denominator of the ownership fraction. This ownership is based upon granting a somewhat larger ownership of the common elements to the owner of a larger living area. It is anticipated that 1126 is the planned maximum denominator and this is based upon a construction of 22 units of each model and thereby the least fraction of ownership that any owner would possess would be 19/1126ths.
- (b) Phases: In all probability, the planned total of 61 units will not be constructed and a surplus fraction will result, in which case the surplus fraction will be added pro rata to the ownership of all of the other owners in accordance with the above formula. Thus, in the event the whole phase development is completed without disposing of 100% of the common elements, the undisposed portion shall be divided equitably among those units which are constructed as set forth above. The fractional share assigned to any unit shall not be decreased to less than 19/1126ths, but said fractional share may be increased as from time to time during the development the shares assigned will not total 1126.
- (c) Common Expense and Surplus: The percentage and manner of sharing common expenses and owning common surplus shall be in the same pro rata share, which is applicable to each unit as set forth in Paragraphs (a) and (b) above.

ARTICLE VI. Easements: The following easements are reserved through the Condominium property and are covenants running with the land of the condominium and notwithstanding any other provisions of this Declaration, may not be amended or revoked.

6.1 Ingress and Egress: Rights of way by vehicle or on foot in, to, upon, over and under the driveways and walks as set forth in any of the plans attached hereto or as they may be built or relocated in the future and for all purposes for which driveways and walks are commonly used and the right to maintain the same; however, this easement shall not give or create to any person the right to park on any portion of the Condominium property not designated as parking area.

6.2 Utilities: As may be required or desirable for utility service in order to adequately serve the Condominium and the units thereof; provided, however, easements through a unit, if any, shall be according to plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.

6.3 Encroachments: In the event any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common elements shall encroach upon any unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

6.4 Cross easements: Developer holds options on lands adjoining on the west to the lands submitted herein to develop those lands to use similar to the lands herein, and Developer has developed lands to the east to a similar use. Thereupon, subject to reasonable rules, and in consideration of receipt of like easements by unit owners on the adjoining land, there are reserved to the unit owners in adjacent Condominiums, easements for ingress and egress over and across paved areas, walkways and paths, if any, to and from the swimming pool, and the right to use the pool; to connect to any sewer or water mains; to connect to other various utility lines such as, but not limited to, phone, cable T.V., and electric lines.

6.5 Unit Boundaries: Each unit shall consist of that part of the improvements containing the unit that lies within the boundaries of the unit, which are as follows:

- (a) Each unit consists of the volume or cubicals of space enclosed by the unfinished inner surfaces of perimeter and interior load bearing walls, ceilings and floors thereof including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume or cubical of space enclosed by any screened terrace.
- (b) All interior dividing walls and partitions including the space occupied by such interior walls or partitions and balconies excepting load bearing interior walls and partitions.

- (c) The decorated inner surfaces of the perimeter and interior walls including decorated inner surfaces of all interior load bearing walls, floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the unit.
- (d) All the immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit commencing at the point of disconnection from the structural body of the Condominium building and from the utility lines, pipes or system serving the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or any of the structural members or portions of any kind, including fixtures and appliances within the unit which are not removable without jeopardizing the soundness, safety and usefulness of the remainder of the building shall be deemed a part of any unit.

6.6 Common Elements: The common elements include the land and all of the parts of the Condominium not within the units as units are herein defined or the limited common elements as are herein defined.

6.7 Limited Common Elements:

- (a) All balconies and patios and any structures attached to the exterior main wall of a building that serve only the particular unit adjacent to such structure shall be a limited common element for the benefit of that unit only. Carports providing one covered parking space were built and assigned by the Developer or by the Association and shall, upon assignment, become a limited common element appurtenant to the unit to which it is assigned.
- (b) Parking spaces may likewise become limited common elements appurtenant to a unit to which it may be assigned by the Association, if Association determines to assign such spaces.
- (c) Garden areas, front or rear, which are fenced and adjacent to a unit shall be a limited common element for the benefit of the adjacent unit.
- (d) Golf cart storage shall be a limited common element and cost of electricity and maintenance will be allocated to users thereof on a fair and equitable basis by the Association.

ARTICLE VII. Maintenance. Alteration and improvements: Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement shall be as follows:

7.1 Common Elements, Limited Common Elements, and Association Property:

- (i) By the Association: Except as provided herein, the maintenance and operation of the common elements, limited common elements and Association property shall be the responsibility of the Association, and the expense associated therewith shall be designated as a common expense; excluded from the common elements and common expense shall be the interior and exterior of all doors, windows and screens and also, as further set forth in Paragraph 7.2 (b) (i) hereafter, enclosed balconies, patios and enclosed garden areas.
- (ii) Association Alteration and Improvement: After the completion of the improvements included in the common elements and limited common elements which are set forth in this Declaration, there shall be no alteration or further improvement in the common elements or limited common elements without prior approval in writing of not less than a majority of the entire Association membership; provided that, any alteration or improvement to the common elements or Association property whose cost is less than \$10,000.00 can be accomplished by the Board of Directors without any necessity for membership approval.

7.2 Units:

- (a) By the Association: The Association shall maintain, repair and replace at the Association's expense the following:
 - (i) All portions of a unit, except interior finished surfaces, contributing to the support of the unit which shall include, but not be limited to, load bearing columns and load bearing walls.
 - (ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of the utility services contained in the portions of a unit maintained by the Association and all such facilities contained within a unit that service part or parts of the Condominium other than the unit within which contained.
 - (iii) All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.
- (b) By the Unit Owner: The responsibility of a unit owner shall be as follows:

- (i) To maintain, repair, and replace at his sole expense all portions of his unit, except the portions to be maintained, repaired, replaced by the Association, and including but not limited to all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, door bells and door knockers, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing, fixtures and connection, within the unit, interior surfaces of all walls, floors and ceilings and all other portions of his unit or of the common elements or limited common elements located within the exterior boundary walls surrounding his cubicle of space except the portions specifically to be maintained, repaired and replaced by the Association as set forth in Paragraph 7.2(a) above.
 - (ii) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building.
 - (iii) The responsibility for maintenance and repair of all balconies and enclosed garden areas which are made limited common elements herein shall be that of the unit owner adjacent thereto who receives the benefit therefrom.
 - (iv) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- (c) Unit Owner Alteration and Improvement: Subject to other provisions of Section 7.2 and which sections in all cases shall supersede and have priority over the provisions of this subsection when in conflict herewith, NO unit owner shall make any alteration or improvement to this unit, the common elements or Association property unless he has first obtained approval in writing of the Board of Directors of the Association. A unit owner wishing to engage in alterations or improvements to the common elements must submit detailed plans and specifications to the Board of Directors of the Association, together with such documentation and information as may be requested by the Board. The Board of Directors shall have the authority to approve or disapprove such requests by unit owners, subject to such terms and conditions as may be imposed by the Board, including but not limited to the requirement for a written assurance from the unit owner that they will thereafter be responsible for all maintenance, repair and replacement of any portions of the property so altered or improved. In no event may an owner jeopardize the safety or soundness of a Building or impair any easement, if said owner has received the above approvals, then the unit owner may make such alteration or improvement at his sole and personal expense, provided all work shall be done without disturbing the rights of other unit owners; and provided that all alterations and improvements shall be in compliance with all existing building codes; and no alterations shall cause any increase in any insurance premium to be paid by the Association. A unit owner shall be responsible for the maintenance, repair and replacement of any alterations or improvements to the Unit or Common Elements which he or she or his or her predecessors install; provided however, nothing herein shall be construed to allow an owner to alter or improve the condominium property without prior Association approval as elsewhere required.
- (d) Failure to Maintain and Repair: The Association may enter into any unit and limited common element, including courtyards, upon reasonable notice and during reasonable hours to inspect any unit and make repairs or maintenance which is the responsibility of the unit owner and which said unit owner has failed to make. All costs of such repairs shall be assessed to the particular unit owner and shall be collected in the same manner as any other assessment.
- (e) Owner Caused Damages: In the event that the maintenance, repair, or replacement of a portion of the Condominium Property for which the Association has maintenance responsibility is caused by or through, or is the result of, the willful or negligent act of the Owner of an individual Unit, his family, guests, invitees, or tenants, the cost of such maintenance, repair, or replacement shall be the responsibility of such Unit Owner and shall be paid for by such Unit Owner upon demand of the Association. In the event such payment is not made by the Unit Owner after demand by the Association, such cost shall thereupon become a lien upon the unit and may be collected and enforced in the same manner as Assessments as hereinafter provided in this Declaration. An owner shall similarly be responsible to reimburse other owners for damage to their units if the owner has caused the damage as set forth herein. For example, should a unit owner fail to shut off the main water valve when the unit is vacant, if damage occurs to the common elements, Association property or other units, the cost of any maintenance, repair or replacement necessitated thereby may be charged against the unit owner.

ARTICLE VIII. Assessments: The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

8.1 Share of Common Expense: Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus in the same proportion as the fraction of ownership as set forth in Article 5 herein. No unit owner shall have the right to withdraw or receive distribution of his share of the common surplus except upon termination.

8.2 Payments: Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the highest rate per annum authorized by law. In addition to such interest, the Association may charge an administrative late fee in the amount of the greater of \$25.00, or 5% of each installment of the assessment, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment. This administrative late fee shall be secured by the Association's lien rights. All payments on account shall be first applied to interest, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payment first due. If any installment of assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent unit owner due and payable in full as if the entire amount were originally assessed.

8.3 Lien for Assessments: The Association shall have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording a Claim of Lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, in the Public Records of Manatee County, Florida, and said lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure of lien, the owner of the unit shall be required to pay a reasonable rental for the unit, and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Assessments shall be enforced pursuant to the provisions of the Condominium Act against institutional mortgagees who take title by foreclosure or by deed in lieu of foreclosure.

8.4 Special Assessments: In addition to other assessments, the Association, through its Board of Directors, may levy special assessments for the purpose of defraying, in whole or in part, deficits in operating revenues, capital expenditures or deferred maintenance items, or other charges and expenses that are non-recurring and not provided for in the budget of the Association. Special assessments shall be due and payable as provided by the Board of Directors in a written notice thereof to all Unit Owners.

ARTICLE IX. Association: The operation of the Condominium shall be by Valgo Association III, Inc., a corporation not-for-profit, under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

9.1 Articles of Incorporation: A copy of the Amended and Restated Articles of Incorporation of the Association is attached hereto and entitled Exhibit "A".

9.2 By-Laws: A copy of the Amended and Restated By-Laws of the Association is attached hereto and entitled Exhibit "B".

9.3 Authority: The Association shall have all of the powers, and authority reasonably necessary to operate the Condominium as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as those may be amended from time to time. Said Association shall also have all the powers and duties of an Association as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, including but not limited to, country clubs, club houses, golf courses, marinas, swimming pools and other recreational facilities, garbage and trash removal, antenna or cable T.V. system, street lighting, parking structures and contracts, agreements, leases, purchases or any arrangement therefor, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, use or benefit of unit owners and to declare the expenses of membership fees, dues, operations, replacements, rents or payments, and other undertakings in connection therewith to be common expenses and may make arrangements, covenants and restrictions not inconsistent with the Condominium Act, as may be required; and the power to contract for the management of the Condominium and to delegate to the contract manager all of the powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws or the Condominium Act to have the approval of the Board of Administration or the membership of the Association. It is specifically intended herein that Valencia I, II and III Associations be authorized to merge functions and management responsibilities by contract but maintain separate autonomy.

9.4 **Limitation Upon Liability of the Association:** Notwithstanding the duty of the Association to maintain, repair and replace parts of the Condominium and Association property, the Association shall not be liable to unit owners for the injury or damage including damage to units or contents therein, other than the cost of maintenance, repair or replacement of the property to be maintained by the Association, caused by any latent condition of the property of which the Association does not have knowledge, or caused by the elements or other owners, their guests or invitees or any other person, but it is expressly provided that in the event maintenance, repair or replacement of a unit is undertaken by the Association, and the same results in incidental damage to the unit, such damage shall be promptly repaired at the expense of the of the Association.

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

10.1 **Authority to Purchase:** All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association, individually and as agent for the unit owners, naming them and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of unit owners. Notwithstanding any provisions in this Declaration to the contrary, the Association shall not be required to insure the following items, if located within a unit: floor coverings, wall coverings and ceiling coverings; and, if required to be maintained by the unit owner, electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets. The Association shall likewise not be required 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 (1994).

10.2 **Responsibility of individual Unit Owners:** it shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any unit owner, but the unit owner is authorized to obtain such insurance at his own expense provided such insurance shall not be of such nature to affect policies purchased by the Association. In furtherance of this paragraph unit owners shall furnish the Association with copies of all insurance policies obtained by them, if requested by the Board of Directors.

10.3 Coverage:

- (a) All buildings and improvements upon the land and all personal property included in the common elements shall be insured as determined by the Board of Administration of the Association. Such coverage shall afford protection against the following:
 - (1) Loss or damage by fire or other hazards covered by standard extended coverage endorsement;
 - (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
- (b) **Public Liability:** In such amounts and in such coverage as may be required by the Board of Administration of the Association and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner, and also with waiver of the insured's right of subrogation if reasonably available.
- (c) **Worker's Compensation:** Worker's Compensation Insurance shall be carried in an amount sufficient to meet the requirements of the Florida Worker's Compensation Law.
- (d) **Other Insurance:** The Association may at its option, purchase and maintain in full at all times such other insurance and in such amounts as the Board of Directors shall from time to time determine to be desirable, including, but not limited to, Flood Insurance and Error and Omissions officers and Directors Insurance.

10.4 Premiums: Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense.

10.5 **Association as Agent:** The Association is irrevocably appointed agent for each owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, provided however, that no claims relating to an individual unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage and provided further that no claim affecting the common elements in excess of \$50,000.00 shall be made without the consent of all institutional mortgagees.

10.6 **Share of Proceeds:** All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear.

- (a) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner of the condominium. such share being the same as the share of the common elements previously set forth in Paragraph 5.2 herein.
- (b) Units: Proceeds on account of damage to units shall be held in the following undivided shares:
 - (i) When the building is to be restored for the owners of damaged units, in proportion to the cost of repairing the damages suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.
 - (ii) When the building is not to be restored for the owners of the units in such building, in undivided shares being the same as their respective shares in the common elements as previously herein shown.
- (c) Mortgagees: in the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damage to property shall be reconstructed or repaired except as provided in Article XI hereinafter.

10.7 Distribution of Proceeds: Proceeds of insurance policies shall be distributed to and for the benefit of the beneficial owners in the following manner:

- (a) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining 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 unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
- (b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere herein 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 the unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

ARTICLE XI. Reconstruction or Repair After Casualty

11.1 Determination to Reconstruct or Repair: if any part of the condominium property shall be damaged by casualty, whether or not it shall be constructed or repaired shall be determined in the following manner:

- (a) Common Elements: If the damaged improvement is a common element the same shall be reconstructed or repaired unless the damages to the building containing such common element extend to the units in which case the provisions of 11.1(b) shall apply.
- (b) Building:
 - (i) Partial Destruction: If the damaged improvement is one of the buildings and less than 90% of the amount of the insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless 75% of the owners and all the institutional mortgagees holding first mortgages upon the units contained within such building shall within sixty (60) days after the casualty agree in writing that the same shall not be reconstructed or repaired.
 - (ii) Total Destruction: If the damaged improvement is one of the buildings and 90% or more of the amount of the casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall be reconstructed or repaired unless within one hundred eighty (180) days after casualty 75% of the owners of the units and all institutional mortgagees holding first mortgages upon the units contained within said buildings shall within one hundred eighty (180) days after the casualty, agree in writing that the same shall not be reconstructed or repaired. If the Association chooses not to reconstruct or repair, and in relation thereto additionally chooses to terminate the Condominium pursuant to Article XVII, the Board of Directors serving immediately prior to any termination of the condominium shall automatically become the agent for all unit owners to oversee, wrap-up and coordinate the disposal and sale of the former condominium property and all assets of the Association; provided that, said Board is authorized to designate its authority to act as agent in this regard to another party acceptable to the Board. The terms of any proposed sale of the condominium property and assets of the Association, by the Board of Directors as agent pursuant to this

provision, shall require the prior approval of not less than a majority of all units before the sale shall be consummated pursuant to such terms

11.2 Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board of Directors. The approval of the plans and specifications of institutional first mortgagees holding mortgages on the units involved must also be obtained prior to reconstruction.

11.3 Responsibility: if the damages only to those parts of units for which the responsibility of maintenance and repair is that of the unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other cases the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.4 Estimates of Cost: When the Association shall have the responsibility of reconstruction or repair, prior to commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

11.5 Assessments for Reconstruction and Repair: If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in a damaged building in the case of damage to common elements in a building, and against all unit owners in the case of damage to common elements not within a residential building, in amounts sufficient to provide funds for the payment of such costs. Such assessments against unit owners for damage to the unit shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements or to the ratio of the owner's share in the common elements to all the affected owners' shares in the common elements, if damage to units occurs only in some buildings in which units are located.

11.6 Construction Funds: The funds for the payment of cost reconstruction and repair after casualty which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessment against such unit owners shall be disbursed in payment of such costs in the following manner:

- (a) Association: The Association shall hold the sums paid upon such assessments and shall disburse the same in payment of cost of reconstruction and repair. The proceeds of insurance collected on account of a casualty and the sums deposited with the Association from collection of assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of the construction and repair in the following manner:
 - (i) Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of construction and repair lies with the unit owner shall be paid by the Association to the unit owner, or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly, who shall use such proceeds to repair the unit.
 - (ii) Association Lesser Damage: If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00 then the construction fund shall be disbursed in payment of such costs upon the order of the Association.
 - (iii) Association Major Damage: If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00 then the construction fund shall be disbursed in payment of such cost in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
 - (iv) Surplus: It shall be presumed that the first moneys disbursed in payment of cost of construction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all cost of the reconstruction and repair for which the fund is established such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however, that the part of the distribution to a beneficial owner which is in excess of the assessment paid by such owner into the construction fund shall not be made payable to any mortgagee.

ARTICLE XII. Use Restrictions: The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the buildings in useful condition exist upon the land.

12.1 Units: Each of the units shall be occupied only by the individual owner, members of his family, his servants, tenants and guests as a single-family residence and for no other purpose. "Single family residential use" shall mean a

single housekeeping unit comprised of: one person; two people no matter how related; or three or more people, all of whom are related to each other by blood, marriage, or legal adoption. No unit may be occupied by more than two (2) individuals per bedroom. "Guests" shall mean any person occupying a unit in the company of either the unit owner or the spouse of the owner, for thirty (30) or less consecutive days and in no event more than sixty (60) days total in any calendar year. Any "guest" occupying a unit in excess of thirty (30) consecutive days, or for more than sixty (60) days in any calendar year shall be subject to the single-family residential standard recited herein.

12.2 Common Elements: The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units. Lawns, shrubbery or other established exterior plantings shall not be altered, moved or added to without the prior written permission of the Association as elsewhere provided herein. Camping on the common elements, or in sleeping bags or tents upon the common elements, is prohibited.

12.3 Leasing: Units may be rented after approval by the Association as elsewhere herein set forth, and provided that the entire unit only may be rented, and may not be subdivided, and that the occupancy thereof shall only be by the Lessee, his family, servants and guests.

12.4 Nuisances: No nuisances shall be allowed on the Condominium property nor any use or practice which is a source of annoyance to the residents or which interferes with the peaceful possession or proper use of the property by its residents. No unit owner shall permit any use of his unit or of the common elements which shall increase the rate or premium of insurance upon the Condominium property. Further no immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Televisions, compact discs, radios and other electronic components must not be operated at unreasonable volume levels to cause a nuisance, and must be terminated after 11:00 p.m. if causing annoyance. No loud or boisterous conduct shall be permitted at any time.

12.5. Regulations: Reasonable regulations concerning the use of the Condominium and Association property may be made and amended from time to time by the Board of Directors, copies of such regulations and Amendments thereto shall be furnished by the Association to all unit owners and residents of the Condominium

12.6 Signs: No "For Rent", "For Sale" or any signs of any nature shall be displayed or exposed to view, except for the following: signs of the Association, including, but not limited to, traffic and safety signs; temporary "Open House" signs that may be displayed only during the actual time periods the Unit is open in this regard; and small security alarm system sign(s) and accompanying window decal(s), as provided by a licensed security alarm company, upon presentation by the owner or other occupant of an executed contract with the security alarm company, so long as such security sign(s) is located within three (3) feet of the building in which the unit is situated.

12.7 Pets: No pets shall be permitted or maintained in the units or upon the condominium property, except for either one dog or one cat which may be kept in a unit by the owner. Keeping of pets by tenants is prohibited. Moreover, pets may not be kept or maintained for commercial purposes or for breeding. Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the condominium property after ten days written notice from the Board to the unit owner. Pets shall not be permitted upon the common elements unless accompanied by the unit owner; the Board may adopt rules requiring that such pets either be carried or leashed. Any unit owner who keeps or maintains any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association, and each unit owner, free and harmless of any loss, claim, or liability of any kind or character of whatever nature arising by the maintaining of such pet within the condominium. All pets permitted under this provision shall be registered with the Board of Directors and shall be otherwise registered and inoculated as required by law. The prohibition on pets set forth in this section shall not apply to a domestic pet trained to assist a blind or hearing impaired unit owner or tenant, such as a seeing eye dog, provided the owner of such pet registers the same with the Board and furnishes reasonable evidence of the existence of a handicap or the impairment of the resident, and the training and certification of the pet. Unit owners shall be responsible for picking up all excrement deposited by pet and property disposing of same. Failure to pick up such excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder.

12.8 Parking: Except as set forth below, only conventional passenger automobiles may be parked in any parking area and only if the automobile has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or minivans which do not exceed 18' in length, and utility vehicles, such as Ford Bronco, Chevrolet Blazer, Jeep Cherokee and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars and the like.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle primarily used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet

box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pickup trucks), vans exceeding 18' in length, motorcycles, boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, and any and all other vehicles other than the afore described conventional passenger automobiles, shall be prohibited from parking in any area.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a home, but in no event overnight; and (2) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded.

No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of any owner shall be parked in such manner as to impede or prevent access to another owner's parking space. The owners, their employees, servants, agent, visitors, licensees, and the owners' families will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than 24 hours, and no repair of vehicles shall be made within the condominium property.

No parking is permissible on the lawns, common ground, or streets at any time, other than service vehicles and then only if necessary to service a unit within the complex.

Any and all vehicles parked or stored on the condominium property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association, at owner expense, at any time after twenty-four (24) hours has elapsed from when the owner of said vehicle(s) has been notified of the improper parking.

Carports are limited common elements whose use is restricted to the unit whose number appears above each carport. Use of a carport by a person other than the owner, the owner's family, guests or lessees is prohibited, without the express written permission of the unit owner. No more than two cars per unit in total will be authorized to park in the condominium parking spaces and carports, given a limited number of parking spaces and carports.

12.9 **Unightly Objects:** Laundry, bathing apparel, rugs, towels, and other similar items should not be displayed or hung in porches or balconies or exposed to the view of others.

12.10 **Garbage:** Garbage must be bagged and sealed before being placed in garbage bins to avoid odors and rodents. Surplus cardboard boxes and garden refuse should be kept out of sight and placed at curbside on garbage pick-up days. No garden refuse should be put in garbage.

12.11 No barbecue cookers of any type may be used within screened porches, or upon walkways or stairways of second floors. Such cookers must be stored inside walled areas.

12.12 **Rollerblading:** in the absence of sidewalks rollerblading is considered hazardous to pedestrians of all ages and is therefore not permitted on Valencia Garden Condominium III roads.

12.13 **Speed Limit:** 15 mph is the posted speed limit for Valencia Garden Condominium III roads.

12.14 **Pool and Spa:** The pool and spa is for the use of Valencia Garden Condominium III residents, leasees and their accompanied guests only. (However, exceptions to the above may be allowed at the discretion and upon the prior approval of the Board.) Pool and spa rules are clearly displayed at poolside. All persons using pool or spa do so at their own risk. Pool and spa hours are 7:00 a.m. to 11:00 p.m. No food is allowed in pool and spa area and beverages are allowed in plastic containers only. All users of the pool or spa must shower before entering water. Guests must be accompanied by owner or lessee at all times. No cutoffs or blue jeans are allowed in the pool or spa: swimsuits only. Pool furniture is not to be removed from poolside and should be protected with a towel if using suntan oil or lotion. Prohibited activities include diving, jumping or water polo, and other similar activities that might endanger pool or spa users. Children under the age of 12 must be accompanied by an adult in the pool. No diapered children allowed in pool or spa. No children under the age of 12 shall be allowed in spa.

ARTICLE XIII. Sale or Lease of a Unit: In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the condominium units, the sale and leasing of a unit by an owner shall be subject to the following provisions:

(a) **Sale or Lease.** No unit owner may lease, or dispose of a unit or any interest therein by sale, except to a member of the Association, a spouse or trust of which the owner, his spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association. Sale of any unit under Time Sharing, Interval Ownership or similar arrangement is prohibited. Sale of units to corporations; partnerships; and multiple owners, unless related by blood, marriage or legal adoption, are also prohibited, it being the intent to allow sales only to related individuals and trusts.

(b) Approval of Leasing. All leases shall be subject to prior approval of the association. For purposes hereof, occupancy of a unit by a person or persons in the absence of the owner, except for the spouse of the owner, or parents, children, grandchildren or siblings of either the owner or his spouse, shall be treated as a lease and must be approved by the Association. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the screening committee prior to the approval of such lease. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview in Manatee County. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent condominium documents including this Declaration of Condominium and current Rules. Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide it shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within ten (10) days after receipt of the application for lease on the prescribed form with all required information and the personal interview of the proposed lessee, whichever date last occurs. The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in an account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the common elements and the limited common elements. Each tenant shall be jointly and severally liable with the Unit Owner for any damages to the common elements or Association property or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by Lessee.

(c) General Provisions Regarding Leasing:

(1) **Any person who takes title to a unit after the recording of this Declaration amendment in the public records shall not be permitted to rent or lease their condominium unit until they have been the record owner for two (2) consecutive years. This two (2) year rental restriction shall not apply to any owner who transfers title to a unit primarily for estate planning purposes and for nominal consideration. Thereafter, a unit owner shall not lease the unit more than once in any twelve (12) month period. It is recognized that leases are sometimes terminated early due to circumstances beyond the control of the owner. In recognition of this fact, the Board has the right, in its sole discretion, to approve a new tenant in the event that an existing lease is terminated early. However, in no event, shall the association approve more than two (2) lease agreements relating to any apartment unit in any twelve (12) month period. (Bolded and strike throughs amended Feb. 28, 2007)**

(2) Occupancy of a unit by a person or persons, except the spouse of an owner, or the parents, children, grandchildren or siblings of either the owner or his spouse, when the record owner is not in residence, shall be treated as a lease and shall be counted as one (1) Occupancy in a calendar year under the limitation of subparagraph (a) hereof, but shall not be treated as a lease for purposes of subparagraph (c) hereof the intent being that the occupancy may be for any period of time but only twice per year.

(3) Only entire units may be rented. Rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units without approval of the board in the manner provided **herein**. Units may only be occupied by tenants as a single family residence. Single family shall ~~include~~ **mean** one person; two or more persons all of whom are related by blood, marriage, or legal adoption; or not more than two unrelated persons living and cooking together as a single housekeeping unit. Guests of tenants must be registered with the Association. The maximum stay for guests of tenants is 14 days. Guests of tenants may not use the unit except when the tenant is also in residence. All leases shall be for a minimum period of ~~thirty (30)~~ **sixty (60)** days. An owner of a leased unit may not use any portions of the common elements except as a guest. (Bolded and strike throughs amended May 9, 2016).

(d) Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the Unit Owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant in which event the Unit Owner violating this paragraph shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

(e) Approval of Sale of a Unit. The approval of the Association that is required for the transfer of ownership of condominium units shall be obtained in the following manner:

(1) Notice to Association. A condominium unit owner intending to make a sale of the condominium unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Association and such other information concerning the intended purchase as the Association may reasonably require and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. Such notice, at the condominium Unit Owner's discretion, may include a demand by the Unit Owner that the Association provide a purchaser of the condominium unit if the proposed purchase is not approved, except as noted in Section (f)(4) hereof. The prospective purchaser shall make himself or herself available for a personal interview by the screening committee prior to approval of such sale. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview in Manatee County.

(2) Certificate of Approval. Within thirty (30) days after receipt of such notice and information and the holding of a personal interview, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President, Vice President, Secretary or Treasurer of the Association, in recordable form.

(f) Disapproval of Sale or Transfer. If the Association shall disapprove a transfer of ownership of a condominium unit, the matter shall be disposed of in the following manner:

(1) If the notice of sale given by the condominium Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information and the holding of a personal interview, whichever date last occurs, the Association shall deliver or shall send by certified mail to the condominium Unit Owner an agreement to purchase the condominium unit signed by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association, by its President or Vice President and attested by its Secretary, in which event the condominium Unit Owner shall sell the condominium unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be in cash at closing.

(2) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase or upon the date designated in the disapproved contract, whichever date shall be later. A certificate of approval of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(3) If the Association shall fail to purchase or provide a purchaser upon demand of the condominium Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, and proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(4) If the Association determines that the proposed sale is not bona fide, it shall not be required to purchase the unit or to provide an alternative purchaser. In addition, if the Board or committee thereof disapproves a proposed transfer for "cause", the owner desiring to transfer the unit shall have no right to proceed with the proposed transfer. "Cause" shall be determined by the board upon objective criteria formulated by the Board, including but not limited to financial stability, personal references and ownership or rental histories of the proposed occupant.

(g) Screening Fees. The Association may require the payment of a preset screening fee simultaneously with the giving of notice of intention to sell or lease, said screening fee to be set by the Board of Directors from time to time and shall be in conformance with applicable law.

(h) Unauthorized Transactions. Any sale or lease not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Association; provided, however, that such voidability shall exist for a period no longer than one hundred, twenty (120) days from the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the unit or by occupancy of the unit; provided further that the Association must commence an action to set aside such transaction within such one hundred, twenty (120) day period.

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

14.1 Decision: The decision of the Association to purchase a unit shall be made by its Directors, upon the approval of a majority of the entire membership except as provided below.

14.2 Limitation: A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments, where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien

if the consideration therefore does not exceed the cancellation of such lien. In any event, the Association may only bid upon and purchase a unit as the result of a sale of a unit pursuant to foreclosure of:

- (i) A lien upon the unit for unpaid taxes.
- (ii) The lien of a mortgage.
- (iii) The lien for unpaid assessments.
- (iv) Any other judgment lien or lien attaching to the unit by operation of law.

ARTICLE XV. Compliance and Default: Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

15.1 Enforcement: The Association, its manager or other authorized persons are hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association by such means as are provided by the Laws of the State of Florida including the imposition of reasonable fines as set forth from time to time in the By-Laws.

15.2 Negligence: In the event that the maintenance, repair, or replacement of a portion of the Condominium Property for which the Association has maintenance responsibility is caused by or through, or is the result of, the willful or negligent act of the Owner of an individual Unit, his family, guests, invitees, or tenants, repair, or replacement shall be the responsibility of such Unit Owner and shall be paid for by such Unit Owner upon demand of the Association. In the event such payment is not made by the Unit Owner after demand by the Association, such cost shall thereupon become a lien upon the unit and may be collected and enforced in the same manner as Assessments as hereinafter provided in this Declaration. An owner shall similarly be responsible to reimburse other owners for damage to their units if the owner has caused the damage as set forth herein.

15.3 Cost and Attorney Fees: In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs of the proceeding and such reasonable attorney fees as may be awarded by a court, provided no attorney fees may be recovered against the Association in any such action.

15.4 No Waiver of Rights: The failure of the Association or of any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

ARTICLE XVI. Amendments: Subject to the other provisions of the Declaration relative to Amendment, and especially that provision contained in Article VI, which is specifically excepted, this Declaration may be amended in the following manner:

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

16.2 Resolution and Adoption: An Amendment may be proposed by either the Board of Directors or by twenty percent (20%) of the members of the Association. The adoption of any proposed amendment, except as elsewhere provided, shall be as follows: the affirmative approval of not less than a majority of the entire membership of the Association.

16.3 Execution and Recording: A copy of each Amendment shall be attached to a Certificate certifying that the Amendment was duly adopted, and the manner of being duly adopted which certificate shall be executed by the officers of the Association with the formalities required for a deed. The Amendment shall be effective when such certificate and a copy of the Amendment are recorded in the Public Records of Manatee County, Florida.

ARTICLE XVII. Termination: A condominium may be terminated in the following manner:

17.1 As provided in the Condominium Act.

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

17.3 Total Destruction of the Buildings: If all of the Condominium buildings as a result of a common casualty be damaged within the meaning of 11.1(b), and it not be decided, as therein provided, that such buildings shall be

reconstructed or repaired, the Condominium form of ownership will thereby terminate without agreement and the following shall thereupon become effective:

The owners of the units shall be the owners, as tenants in common, of all the Condominium property and all the assets of the Association. The shares of such tenants in common shall be as set forth in Article VI, which is the same as the unit owners' share in the common elements and common surplus.

17.4 General Provisions: Upon termination of the Condominium, the mortgagee and the lienor of a unit owner, who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the divided share of such tenancy in common in and to the lands and other properties, rights and assets which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its officers certifying as to the facts effecting the termination, which certificates shall become effective upon being recorded in the Public Records of Manatee County, Florida.

17.5 Amendment: This section containing termination shall not be amended without consent of all unit owners and all record owners of mortgages upon units in the Condominium.

ARTICLE XVIII. Severability: The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word or other provision of this Declaration, the Articles, By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof.

ARTICLE XIX. Covenants: The provisions of this Declaration, the Articles of Incorporation and the By-Laws, the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein described remains subject to the provisions of the Condominium Act and shall enure to the benefit of and be binding upon each and all of the unit owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to have accepted and agreed to be bound by, and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the By-Laws and the Rules and Regulations thereunder.

ARTICLE XX. Notices: Notice provided for in any of the Condominium documents shall be in writing, and shall be addressed to the Association or to any record owner at the mailing address of the Condominium property in Manatee County, Florida, or at such other address as may hereafter be provided. The Association or Board of Administration may designate a different address or addresses for notices to them respectively, by giving written notice of such change of address to all unit owners at such time. Any unit owner may also designate a different address or addresses for notices to himself by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States first class Mail or when delivered in person with a written acknowledgment of receipt thereof or if addressed to a unit owner when deposited in his mail box in the building or at the door of his unit in the building.

IN WITNESSETH WHEREOF the undersigned officers of Valgo Association III, Inc. certify to the statements in the recitals hereof have caused the Amended and Iterated Declaration of Condominium to be executed the 18th of March 1996.

WITNESSES:

Margaret A. Simone
MARGARET A. SIMONE
Printed Name

BY: Margaret Kraft
Margaret Kraft, PRESIDENT

Russell J. Wendy
RUSSELL J. WENDY
Printed Name

BY: Herb Krohn
Herb Krohn, SECRETARY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18th day of March 1996 by MARGARET KRAFT, as President and HERB KROHN, as Secretary of VALGO ASSOCIATION III, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or who have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Charles E. Robbins
Notary Public
State of Florida
My Commission Expires _____
CHUCK E. ROBBINS
My Commission CC410290
Expires Sep. 28, 1998
Bonded by ANB
800-802-0878