

*This Declaration of Condominium is being re-recorded to reflect the correct sequence of recording.

RECORDED IN
OFFICIAL RECORDS

'87 SEP 25 P3:22

RECORDED IN
OFFICIAL RECORDS

DEC 01 1987

BARBARA T. SCOTT
CLERK OF CIRCUIT COURT
CHARLOTTE COUNTY FLORIDA

DECLARATION OF CONDOMINIUM

OF

VILLA-NOVA VILLAS
A CONDOMINIUM

I.
SUBMISSION STATEMENT

The owners identified herein, hereinafter referred to as the "Developer", hereby state and declare that they are the owners and holders of the fee simple title in and to the real property in Charlotte County, Florida, described in Article III hereof entitled "Land". Developer hereby submits the land described in Article III below as Phase I (Villa-Nova Villas I) to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, (hereinafter referred to as "the Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. This is a Phase Condominium in accordance with §718.403, Florida Statutes. Except where variances permitted by law appear in this Declaration or in the attached Articles or Bylaws or lawful amendments thereto, the provisions of the Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference. The Developer of this Condominium is:

VILLA-NOVA DEVELOPERS, INC.

II.
NAME

The name by which this condominium is to be known and identified is:

VILLA-NOVA VILLAS, A CONDOMINIUM

III.
LAND

The legal description of the real property on which this condominium is located is:

OVERALL LEGAL DESCRIPTION
(VILLA-NOVA VILLAS)

A portion of Tract "H" of Punta Gorda Isles, Section Twenty Three, according to the Plat thereof as recorded in Plat Book 12, Pages 2A thru 2-241, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Beginning at the most Northeasterly corner of said Tract "H", said point being on the Southerly right-of-way line of Rampart Boulevard, run South 00°38'40" West, along the boundary limits of said plat, a distance of 531.04 feet to the Southeasterly corner of said Tract "H"; thence North 89°21'20" West, along the South line of said Tract "H", a distance of 255.00 feet to the point of curvature of a circular curve concave Northeasterly having as elements a central angle of 03°57'36", a radius of 1,810.00 feet, and a chord bearing of North 87°22'32" West; thence Northwesterly along said South line and the arc of said curve, a distance of 125.10 feet; thence North 00°38'40"

This instrument prepared by:
John Charles Heekin
Attorney at Law
21202 Olean Blvd., Suite C-2
Port Charlotte, FL 33952

RECORD VERIFIED - BARBARA T. SCOTT, CLERK
TAMMIE WHISENANT
BY: _____ D.C.

RECORD VERIFIED Barbara T. Scott, Clerk
Patti Oaks
12-1-87 D.C.

CONDOMINIUM PLAT RECORDED IN CONDOMINIUM PLAT
BOOK 7, PAGE 45A-M, PUBLIC RECORDS OF
CHARLOTTE COUNTY, FLORIDA

FILE 87-852572

FILE 87-863116

OR 940 PG 147

OR 949 PG 940

East, a distance of 535.15 feet to the Southerly right-of-way line of said Rampart Boulevard, said point also being on a circular curve concave Northeasterly, having as elements a central angle of 03°27'08", a radius of 4,650.00 feet and a chord bearing of South 87°37'46" East; thence Southeasterly along said right-of-way line and the arc of said curve, a distance of 280.17 feet; thence South 89°21'20" East along said right-of-way line a distance of 100.00 feet to the Point of Beginning.

Said lands containing 4.646 Acres, more or less.

PHASE I
(VILLA-NOVA VILLAS I)

A portion of Tract "H" of Punta Gorda Isles, Section Twenty Three, according to the Plat thereof as recorded in Plat Book 12, Pages 2A thru 2-Z41, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Beginning at the most Northeasterly corner of said Tract "H", said point being on the Southerly right-of-way line of Rampart Boulevard, run South 00°38'40" West, along the boundary limits of said Plat, a distance of 231.05 feet; thence North 89°21'20" West, a distance of 96.50 feet; thence South 72°52'27" West, a distance of 64.04 feet; thence South 00°38'40" West, a distance of 36.00 feet; thence North 89°21'20" West, a distance of 18.00 feet; thence South 00°38'40" West, a distance of 92.00 feet; thence South 22°17'15" East, a distance of 68.41 feet; thence South 89°21'20" East, a distance of 148.85 feet; thence South 00°38'40" West, a distance of 89.44 feet to the Southeasterly corner of said Tract "H"; thence North 89°21'20" West, along the South line of said Tract "H", a distance of 155.83 feet; thence North 00°38'40" East, a distance of 85.87 feet; thence North 22°17'15" West, a distance of 44.05 feet; thence North 89°21'20" West, a distance of 72.50 feet; thence North 00°38'40" East, a distance of 118.00 feet; thence North 89°21'20" West, a distance of 18.00 feet; North 00°38'40" East, a distance of 111.10 feet; thence South 89°21'20" East, a distance of 18.00 feet; thence North 00°38'40" East, a distance of 177.78 feet; to the Southerly right-of-way line of said Rampart Boulevard, said point also being on a circular curve concave Northeasterly, having as elements a central angle of 01°47'35", a radius of 4,650.00 feet and a chord bearing of South 88°27'32" East; thence Southeasterly along said right-of-way line and the arc of said curve, a distance of 145.52 feet; thence South 89°21'20" East along said right-of-way line, a distance of 100.00 feet to the Point of Beginning.

Said lands containing 1.997 Acres, more or less.

PHASE II
(VILLA-NOVA VILLAS II)

A portion of Tract "H" of Punta Gorda Isles, Section Twenty Three, according to the Plat thereof as recorded in Plat Book 12, Pages 2A thru 2-Z41, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Beginning at the most Northeasterly corner of said Tract "H", said point being on the Southerly right-of-way line of Rampart Boulevard, run South 00°38'40" West, along the boundary limits of said Plat, a distance of 231.05 feet to the Point of Beginning;

Thence continue South 00°38'40" West, along the previously described line, a distance of 210.55 feet; thence North 89°21'20" West, a distance of 148.55 feet; thence North 22°17'15" West, a distance of

68.41 feet; thence North $00^{\circ}38'40''$ East, a distance of 92.00 feet; thence South $89^{\circ}21'20''$ East, a distance of 18.00 feet; thence North $00^{\circ}38'40''$ East, a distance of 36.00 feet; thence North $72^{\circ}52'27''$ East, a distance of 64.06 feet; thence South $89^{\circ}21'20''$ East, a distance of 96.50 feet to the Point of Beginning.

Said lands containing 0.792 Acres, more or less.

PHASE III
(VILLA-NOVA VILLAS III)

A portion of Tract "H" of Punta Gorda Isles, Section Twenty Three, according to the Plat thereof as recorded in Plat Book 12, Pages 2A thru 2-241, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Beginning at the most Northeasterly corner of Tract "H", said point being on the Southerly right-of-way line of Rampart Boulevard, run South $00^{\circ}38'40''$ West, along the boundary limits of said Plat, a distance of 531.04 feet to the Southeasterly corner of said Tract "H"; thence North $89^{\circ}21'20''$ West, along the South line of said Tract "H"; thence North $89^{\circ}21'20''$ West; along the South line of said Tract "H", a distance of 155.83 feet to the Point of Beginning;

Thence continue North $89^{\circ}21'20''$ West, along said South line, a distance of 99.17 feet to the point of curvature of a circular curve concave Northeasterly, having as elements a central angle of $03^{\circ}57'36''$, a radius of 1,810.00 feet and a chord bearing of North $87^{\circ}22'32''$ West; thence Northwesterly along said South line and the arc of said curve a distance of 125.10 feet; thence North $00^{\circ}38'40''$ East, a distance of 85.12 feet; thence South $89^{\circ}21'20''$ East, a distance of 70.00 feet; thence North $59^{\circ}48'58''$ East, a distance of 72.20 feet; thence South $89^{\circ}21'20''$ East, a distance of 75.00 feet; thence South $22^{\circ}17'15''$ East, a distance of 44.05 feet; then South $00^{\circ}38'40''$ West, a distance of 85.87 feet to the Point of Beginning.

Said lands situate, containing 0.553 Acres, more or less.

PHASE IV
(VILLA-NOVA VILLAS IV)

A portion of Tract "H" of Punta Gorda Isles, Section Twenty Three, according to the Plat thereof as recorded in Plat Book 12, Pages 2A thru 2-241, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Beginning at the most Northeasterly corner of said Tract "H", said point being on the Southerly right-of-way line of Rampart Boulevard, run South $00^{\circ}38'40''$ West, along the boundary limits of said Plat, a distance of 531.04 feet to the Southeasterly corner of said Tract "H"; thence North $89^{\circ}21'20''$ West, along the South line of said Tract "H", a distance of 255.00 feet to the point of curvature of a circular curve concave Northeasterly, having as elements a central angle of $03^{\circ}57'36''$, a radius of 1,810.00 feet and a chord bearing of North $87^{\circ}22'32''$ West; thence Northwesterly along said South line and the arc of said curve, a distance of 125.10 feet; thence North $00^{\circ}38'40''$ East, a distance of 85.12 feet, to the Point of Beginning;

Thence continue North $00^{\circ}38'40''$ East, a distance of 210.55 feet; thence South $89^{\circ}21'20''$ East, a distance of 116.50 feet; thence South $00^{\circ}38'40''$ West, a distance of 55.55 feet; thence South $89^{\circ}21'20''$ East, a distance of 18.00 feet; thence South $00^{\circ}38'40''$ West, a distance of

118.00 feet; thence North 89°21'20" West, a distance of 2.50 feet; thence South 59°48'58" West, a distance of 72.20 feet; thence North 89°21'20" West, a distance of 70.00 feet to the Point of Beginning.

Said lands containing 0.599 Acres, more or less

PHASE V
(VILLA-NOVA VILLAS V)

A portion of Tract "H" of Punta Gorda Isles, Section Twenty Three, according to the Plat thereof as recorded in Plat Book 12, Pages 2A thru 2-Z41, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Beginning at the most Northeasterly corner of said Tract "H", said point being on the Southerly right-of-way line of Rampart Boulevard; run North 89°21'20" West, along said right-of-way line, a distance of 100.00 feet to the point of curvature of a circular curve concave Northeasterly, having as elements a central angle of 01°47'35", a radius of 4,650.00 feet and a chord bearing of North 88°27'32" West; thence Northwesterly along said right-of-way line, and said curve, a distance of 145.52 feet to the Point of Beginning;

Thence South 00°38'40" West, a distance of 177.78 feet; thence North 89°21'20" West, a distance of 18.00 feet; thence South 00°38'40" West, a distance of 55.55 feet; thence North 89°21'20" West, a distance of 116.50 feet; thence North 00°38'40" East, a distance of 239.49 feet to the Southerly right-of-way line of said Rampart Boulevard, said point also being on a circular curve concave Northeasterly, having as elements a central angle of 01°39'33", a radius of 4,650 feet and a chord bearing of South 86°43'59" East; thence Southeasterly along said right-of-way line and the arc of said curve, a distance of 134.64 feet to the Point of Beginning.

Said lands containing 0.706 Acres, more or less.

IV.
PHASE CONDOMINIUM

A. Description. As stated above, this is a Phase Condominium. Developer, VILLA-NOVA DEVELOPERS, INC., the owner in fee simple of Phase I herewith submits the same to the condominium form of ownership. The units in Phase I shall be known and described as A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-21, A-22, A-23, A-24, A-25, A-26, A-27 and A-28, and a pool and recreation building for a total of sixteen (16) units. All units shall be approximately 1,000 square feet in area. There is recorded simultaneous herewith a plat of the proposed development, and there is contained in that plat a graphic description of the boundaries and units in Phase I (VILLA-NOVA VILLAS I). In the event only Phase I is built, each unit owner hereunder shall have an undivided one/sixteenth (1/16) share in and to the common elements; if Phase II is also submitted to the condominium form of ownership, the units therein shall be designated B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-21, B-22, B-23, B-24, B-25, B-26, B-27 and B-28, respectively. Phase II and the locations and graphic descriptions of the units are likewise included on the survey, plot plan and the graphic description recorded simultaneously herewith. If Phase II is built, each unit owner shall own an undivided one/thirty-second (1/32) share in and to the entire common elements of the condominium. If Phase III is also submitted to the condominium

form of ownership, the units therein shall be designated C-1, C-2, C-3, C-21, C-22, and a laundry area. Phase III and the locations and graphic descriptions of the units are likewise included on the survey, plot plan and graphic description recorded simultaneously herewith. If Phase III is built, each unit owner shall own an undivided one/thirty-seventh (1/37) share in and to the entire common elements of the condominium. If Phase IV is also submitted to the condominium form of ownership, the units therein shall be designated D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-21, D-22, D-23, D-24, D-25, D-26, D-27 and D-28. Phase IV and the locations and graphic descriptions of the units are likewise included on the survey, plot plan and graphic description recorded simultaneously herewith. If Phase IV is built, each unit owner shall own an undivided one/fifty-third (1/53) share in and to the entire common elements of the condominium. If Phase V is also submitted to the condominium form of ownership, the units therein shall be designated E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-21, E-22, E-23, E-24, E-25, E-26, E-27 and E-28, respectively. Phase V and the locations and graphic descriptions of the units are likewise included on the survey, plot plan and graphic description recorded simultaneously herewith. If Phase V is built, each unit owner shall own an undivided one/sixty-ninth (1/69) share in and to the entire common elements of the condominium.

B. Apartment Boundaries. Each apartment, which term is used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary: The horizontal plane formed by the unfinished interior surface of the ceiling.

(b) Lower Boundary: The horizontal plane formed by the upper side of the interior unfinished floor surface.

2. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the interior unfinished surface of the outside walls of the building, except where there is attached to or in existence as part of the building a balcony, terrace, canopy or other attachment serving only the unit being bounded, in which event the boundary shall be such as will include all such structures except for load bearing walls.

(b) Interior Building Walls: The interior boundaries of the unit shall be the center line of any wall abutting a common or party wall, or, if the unit abuts a common element such as a foyer or stairwell, the boundary shall be the interior unfinished surface of each interior unit boundary wall.

C. Condominium Parcel. When Phase I is built, each condominium parcel includes an undivided one sixteenth (1/16) share of each unit owner in and to the common elements. If Phase II is built, each condominium parcel includes an undivided one-thirty second (1/32) share of each unit owner in and to the common elements. If Phase III is built, each condominium parcel includes an undivided one-thirty seventh (1/37) share of each unit owner in and to the common elements. If Phase IV is built, each condominium parcel includes

an undivided one-fifty third (1/53) share of each unit owner in and to the common elements. Each condominium parcel includes the stated undivided share of each unit owner in and to the common elements that are appurtenant to it, including the land and all other parts of the condominium not in any unit, including, but not limited to, sidewalks, walks, yard area, foundations, attic area, roofs, driveway, parking lot, stairs, and load bearing walls.

D. Automobile Parking Spaces.

Parking Areas: Parking spaces are limited common elements and will be available for the use of unit owners and their invites and guests. The condominium association may assign parking spaces for each unit to be used in accordance with the regulations of the association. Parking spaces shall be authorized only for the parking of private passenger automobiles of the unit owners and their invites and guests, and shall not be used to park trucks, campers, trailers or any other type of vehicle, except on a temporary basis. "Temporary" as used in this Article shall be deemed to mean for a period of not more than seven (7) days. By special approval of the Board of Directors of the condominium association, the parking of vehicles other than passenger cars may be permitted. Unit owners and their invites and guests shall not park or store a motor vehicle in or otherwise occupy the space assigned to another unit.

V

SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

A. There is recorded simultaneously herewith the condominium plat for VILLA-NOVA VILLAS, A Condominium, containing the survey, plot plan and graphic description of the improvements, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them; said survey, plot plan, and graphic description of improvements are made a part hereof by this reference.

B. Amendment of Plans.

1. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of any or all such units, and to alter the boundaries between the units, as long as Developer owns the units so altered. No such changes shall increase the number of units nor alter the boundaries of the common elements without amendment of the Declaration by approval of the association, unit owners and holders of mortgages in the manner elsewhere provided. If more than one unit is concerned, Developer shall apportion between the units the shares of common elements appurtenant to the units concerned.

2. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of unit plans by Developer shall be signed and acknowledged only by the Developer and need not be approved by the association, unit owners or holders of mortgages of other units or of the condominium, whether or not elsewhere required.

C. Easements. Easements are reserved through the condominium property as may be required for water, electric, sewer and other utility services in order to serve the condominium adequately, provided, however, such easements through a unit shall be only according to the plans and specifications for the building or as the building is constructed, unless approved in writing by the unit owner.

D. Certificate of Surveyor. Construction of the condominium will not be substantially complete when this Declaration is recorded in the Public Records of Charlotte County, Florida; when construction

is substantially complete, there shall be recorded a certificate of a surveyor authorized to practice in the State of Florida stating that the construction is substantially complete so that the material (i.e., the condominium instruments, including the plat), together with provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from such materials.

VI

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

A. When Phase I is built, each unit in the condominium shall have as an appurtenance thereto an undivided one-sixteenth (1/16) share in the common elements. If Phase II is built, each unit in the condominium shall have as an appurtenance thereto an undivided one-thirty second (1/32) share in the common elements. If Phase III is built, each unit in the condominium shall have as an appurtenance thereto an undivided one-thirty seventh (1/37) share in the common elements. If Phase IV is built, each unit in the condominium shall have as an appurtenance thereto an undivided one-fifty third (1/53) share in the common elements. If all Phases are built, each unit in the condominium shall have as an appurtenance thereto an undivided one-sixty ninth (1/69) share in the common elements.

B. Each unit owner shall be liable for a proportionate share of the common expenses, and shall be entitled to receive a proportionate share of the common surplus unless otherwise provided by the Bylaws.

VII

THE ASSOCIATION

A. The association responsible for the operation of this condominium is VILLA-NOVA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. The association shall have all the powers, rights and duties set forth in the Declaration, the Articles and the Bylaws and the regulations enacted pursuant to such Bylaws. A copy of the Articles of Incorporation and of the Bylaws of the association are attached hereto and made a part hereof as Exhibits I and II, respectively.

B. Every owner of a present vested interest in a condominium parcel, whether he has acquired title by purchase from the Developer, the Developer's grantees, successors, or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the association and does hereby agree to be bound by this Declaration, the Articles and Bylaws of the association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and lawful amendments thereto. Membership in the association is automatic and follows ownership of the units.

C. The owner of every condominium unit shall accept ownership of said unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting condominium property. Owners of each unit shall collectively be entitled to one vote, and if a unit is owned by more than one person, the person entitled to cast such vote shall be determined by unanimous consent of unit owners present at any meeting of the association; if the unit owners present at any such meeting cannot cast a unanimous vote, the unit shall not be entitled to vote on any matter as to which agreement is not unanimous. Voting by proxy may be permitted in accordance with the Articles and Bylaws now in existence or as hereafter amended.

D. The number of voting members shall not exceed the number of units. Each voting member may cast one (1) vote. A corporation or an individual with an interest in more than one unit may cast one (1) vote for each unit owned.

E. All the affairs, policies, regulations and property of the association shall be controlled and governed by a Board of Directors not to exceed seven (7) in number. Directors shall be elected annually by the members of the association.

F. The association shall provide operation, maintenance, repair and replacement of the common property, including a T.V. antenna, if any, all exterior doors and windows and all exterior surfaces of the buildings and patio areas, if any, whether common property or part of unit; and shall make reasonable uniform rules and regulations for the use and maintenance of the common areas and shall perform all other duties expressly or impliedly set forth herein. The first election of directors shall be held in accordance with Article 6 of the Articles of Incorporation of the association, subject to the limitations set forth in Section 718.301, Florida Statutes. The directors named in the Articles of Incorporation of the association shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

G. Limitation of liability of association. Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the association, or caused by the elements or other persons or owners.

H. Restraint on assignment of shares in assets. The share of a member in the funds and assets of the association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

VIII AMENDMENT TO DECLARATION

Except as elsewhere herein provided otherwise, the Declaration of Condominium may be amended in the following manner:

A. Notice. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

B. Proposal. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the association or not less than fifty percent (50%) of the voting members of the association. Such approvals may be either by:

1. Not less than two-thirds (2/3) of the entire membership of the Board of Directors and not less than two-thirds (2/3) of the votes of the entire membership of the association; or

2. Not less than seventy percent (70%) of the votes of the entire membership of the association; or

3. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

C. Proviso. No amendment shall discriminate against any unit owner or against any unit or class or group of units, unless the

unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment change any requirement otherwise imposed by this Declaration, the Articles or Bylaws of the association to insure the property or to reconstruct or repair the property after casualty, unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

D. Execution and Recording. A copy of the amendment shall be attached to a certificate executed by the officers of the association with the formalities of a deed and certifying that the amendment was duly adopted; such certificate and the amendment shall be recorded among the Public Records of Charlotte County, Florida, and shall be effective upon such recording.

E. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and members may vote either in person or by proxy.

The operation of the condominium property shall be governed by the Bylaws annexed to this Declaration as Exhibit II. The Bylaws may be amended in the manner set forth therein.

IX PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied as single family residences and for no other purpose.

In order to protect the value of the property and the congenial atmosphere of the condominium, use of the property shall be restricted as follows:

A. The units shall be used as single family residences only, and shall be maintained in a clean and sanitary manner.

B. The common elements shall be used for the furnishing of services and the conduct of activities for which they are reasonably intended, and subject to such regulations as may be enacted by the association from time to time.

C. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance, as determined by the association, to unit owners, or which interferes with the peaceful possession and proper use of the property by the unit owners. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist thereon. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance on the condominium property.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

E. Signs. No signs of any kind shall be displayed on the condominium property or on any unit, nor shall any external television or radio antennas be erected on such property, except according to rules established from time to time by the association.

F. Pets. Pets or other animals may be kept in units and allowed on the common property under the supervision of their owners, subject to the regulations established by the association; the association may, of course, provide that there shall be no pets and in that event, nothing in this subparagraph shall be construed to permit pets on the property.

G. Leasing. Owners of units may rent them out, provided the occupancy is only by the lessee, his invitees and guests. Units may not be subleased. The association shall have the right to approve all leases and to charge reasonable fees therefor in accordance with law.

H. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the association through the Board of Directors; copies of such regulations and amendments thereto shall be furnished by the association to all unit owners. Any regulation so adopted may be rescinded, amended or altered by the membership in the same manner set forth in Article VIII. B. of this Declaration.

I. Tenants. All invitees, guests and tenants must comply with the association regulations; unit owners are responsible to the association for their invitees, guests and tenants.

J. Proviso. Until Developer has closed the sales of all units of the condominium, neither the unit owners nor the association shall interfere with the sale of the units, inasmuch as the Developer has a substantial economic interest in the condominium development until all units are sold. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

X CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the condominium, and to further the continuous harmonious development of the condominium property, the sale, lease and mortgage of units shall be subject to the following provisions which shall be covenants running with the land so long as the condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

A. Sale, Rental, Lease or Transfer. Prior to the sale or transfer of any interest, other than by rental or lease for a term of less than five (5) years, in a unit of the condominium to any person other than the transferor's spouse, the seller shall furnish the Board of Directors of the association in writing the name and address of the persons to whom the proposed sale or transfer is to be made, the price and terms of the sale, and such other information as may be required by the Board of Directors. Within ten (10) days, the Board of Directors shall approve or disapprove the proposed sale. In the event the Board of Directors does not issue a written Disapproval of Sale within ten (10) days of the date the above information is furnished, the sale shall be deemed approved. The Board of Directors shall issue such Disapproval of Sale in writing and deliver the same to the seller by certified mail, return receipt requested. Such disapproval shall be deemed given when mailed. Absent such disapproval, the sale shall be deemed approved without recordation of any Certificate of Approval. Owners of other units in the condominium shall have a right of first refusal to accept the proposed sale and purchase the unit offered for sale at the price and on the terms offered, provided they so notify the secretary of the association in writing not less than five (5) days following receipt by such unit owner of notice of the proposed sale. The

association shall give each unit owner, except the seller, notice of the proposed sale within five (5) days after receipt by it of the information required to be furnished the association by seller. In the event the owners of more than one unit give notice of intention to purchase a unit offered for sale, preference shall first be given to the owner of the unit horizontally contiguous to the unit being sold, or failing that, vertically contiguous to the unit being sold. Notices to unit owners shall be deemed received by them when mailed.

B. Conveyances. In the event the seller receives no written Notice of Disapproval of Sale or Notice of Intention to Purchase within twenty (20) days following provision by such seller to the association of the information required above, such seller may complete the sale or transfer as originally proposed on the proposed closing date or within fifteen (15) days thereafter, but on no other day or at any other price or terms without repeating the procedure outlined above. In the event a unit owner makes a sale or transfer without first complying with the terms hereof, any other unit owner shall have the right to redeem from the purchaser, subject to termination according to the provisions hereof. The unit owners' redemption rights shall be exercised by a unit owner reimbursing the purchaser for all sums expended, and immediately after such reimbursement, such purchaser or transferee shall convey all his right, title and interest in such unit to the unit owner or owners making the redemption.

C. An affidavit by the secretary of the association stating that the Board of Directors was given proper notice of a proposed sale or transfer and that thereafter all the provisions hereof were complied with, and that the sale or transfer of a particular unit and common property interest to a named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of such person's title to the unit and common property interest sold or transferred. No redemption right of any unit owner as provided herein shall be enforceable more than sixty (60) days after the date of delivery by the seller of the information required herein to the Board of Directors.

D. Any other provision of this Article notwithstanding, the provisions hereof shall not be applicable to purchasers at foreclosure or other judicial or sheriff's sales, or to transferees of institutional first mortgagees.

XI RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

Transfer of condominium units by operation of the laws of descent and distribution shall vest in the distributees thereof all the rights, powers and obligations imposed on unit owners by this Declaration. Any such transferee shall be liable for any unpaid assessments or other obligations which are or may become a lien on the unit, and nothing in this Article shall be deemed to reduce, forgive or abate any amount due the association or anyone else from the unit owner at the time of his death, nor any assessment attributable to the unit becoming due after the unit owner's death, all of which shall be fully due and payable as if the unit owner had not died. Nothing herein shall prevent the sale or transfer of a condominium parcel by the owner thereof in the manner provided elsewhere in this Declaration.

XII ASSESSMENTS

The condominium association, through its Board of Directors, shall have the power to make and collect assessments and special assessments and such assessments as provided in the Condominium Act, the Declaration and the Bylaws.

A. Budget. The Board of Directors of the Association shall propose the annual budget in advance for each fiscal year. Unit owners shall approve the budget by majority vote in accordance with the procedures set forth in the Bylaws of the association.

B. Installment Payments. After adoption of a budget and determination of the annual assessment against each unit, the association shall deliver or mail notice of such assessment to at least one owner of each unit at such owner's most recent address as shown on the books of the association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the association on the first day of each month, whether or not the unit owner is sent or actually receives written notice to pay. In addition, the association shall have the power to levy equal special assessments against each unit if necessary to defray the ordinary or extraordinary expenses of the association, and shall have the power to levy other special assessments, if authorized by the Board of Directors of the association.

C. The record owners of each unit shall be personally liable, jointly and severally, to the association for the payment of all assessments, regular or special, made by the association and for all costs for collecting delinquent assessments, including reasonable attorney's fees, whether suit be filed or not. The Board of Directors shall have the authority to assess late charges for all assessments that are unpaid more than thirty (30) days after the due date. Payments more than ten (10) days late shall accrue interest at the maximum legal rate.

D. The association shall have power and authority to levy special assessments to cover expenses for which the current budget does not provide or expenses in the nature of emergencies. Unit owners may challenge the propriety of any such special assessments or recall the Board of Directors in the manner provided by law if they disagree with the amount of the special assessment or the purposes for which it is levied.

XIII LIEN OF THE ASSOCIATION

A. The association shall have a lien on each unit for any unpaid assessments, and interest, together with reasonable attorney's fees incurred by the association in collection of such assessments or enforcement of such lien. The lien for any assessments or other charges referred to in this Article shall be subordinate and inferior to any previously recorded first mortgage regardless when said assessment was due, but not to any other mortgage.

B. Except as otherwise provided in this Article, the assessments of the association, liability therefor, lien rights and collection of liens shall be as provided by the Condominium Act, and particularly Section 718.116, Florida Statutes, as it now exists or may be amended hereafter.

XIV
MAINTENANCE AND REPAIRS

A. The owner of each unit shall be responsible for maintenance and repair of his unit and all the equipment and fixtures therein, including air conditioning equipment used in or appurtenant to that unit, and shall promptly correct any condition which would, if left uncorrected, cause damage to another unit; unit owners shall be responsible for any damages caused by neglect of the obligations of this Article.

B. The association shall be responsible for and shall see to the maintenance, repair and operation of the common elements of the condominium. The association shall have all powers necessary to discharge this responsibility, including the right of entry to any unit after reasonable notice, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws of the association.

C. Enforcement of Maintenance. In the event a unit owner fails to maintain his unit as required herein, or makes any addition or alteration to common elements or limited common elements without consent of the association, the association or owner of an interest in any unit of the condominium shall have the right to proceed in a court of equity to compel compliance with the provisions hereof. In the alternative, the association shall have the right to levy a special charge against such unit for the sums necessary to maintain the unit in good condition and repair or to remove any such unauthorized addition or alteration.

D. Costs and Attorneys' Fees. The Board of Directors of the association or any voting member of the association shall have the right to maintain an action for the failure of a unit owner or the association to comply with the terms of the Declaration, Articles or Bylaws or regulations adopted pursuant to them. The prevailing party in such action shall be entitled to recover the costs of the proceedings together with reasonable attorney's fees, and the prevailing party shall have a lien on the unit of the nonprevailing party to secure the payment of the same.

E. No Waiver of Rights. The failure of the association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, the Bylaws or the regulations of the association shall not constitute a waiver of the right to do so thereafter.

XV
ALTERATION OF UNITS

No owner of a condominium unit shall make or cause to be made substantial and material alterations, improvements or additions to the common elements or limited common elements except in accordance with the following provisions:

A. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such alteration, improvement or addition. Notice of the special meeting shall be given as required for regular members' meetings.

B. Approval of any proposed alteration, improvement or addition as aforesaid shall require the affirmative votes of the owners of seventy-five percent (75%) of the units.

C. If such proposal is approved, each unit owner shall be assessed his prorata share of the cost of such alteration, improvement or addition.

XVI
PROHIBITION OF FURTHER
SUBDIVISION AND WAIVER OF PARTITION

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Units shall not be further subdivided except as otherwise provided herein; separation and partition of common elements shall be controlled by the provisions of the Condominium Act and particularly Section 718.107, Florida Statutes, as it presently exists or may be amended hereafter.

XVII
LIABILITY INSURANCE
AND LIMITATION OF LIABILITY

The association shall obtain and carry liability insurance for the common elements of the condominium in such amounts and on such terms as the Board of Directors of the association shall deem proper. The cost of such insurance shall be a charge against each unit pro rata. Unit owners are responsible for liability insurance on their individual units. The liability of unit owners for common expenses shall be limited to amounts assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. In all other respects, the liability of unit owners shall be controlled by the Condominium Act, and particularly Section 718.119, Florida Statutes, as it presently exists or may be amended hereafter.

XVIII
PROVISIONS FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION

A. Purchase of Insurance. The association shall carry insurance on the land and fixtures of the condominium and personal property appurtenant thereto, and all units contained therein, for the interest of the association, the unit owners and their mortgagees, as their interest may appear, in an amount equal to the full insurable replacement value as determined annually by the insurance carrier, against loss or damage by fire or other hazard covered by a standard coverage endorsement and such risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected on the condominium land. Floor coverings, wall coverings and ceiling coverings are not insured by the association, pursuant to 718.111(11)(b), Florida Statutes, (1985).

B. Assured and Loss Payable. All casualty insurance policies purchased by the association hereunder shall be for the benefit of the association, all unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors of the association, who shall act as the Insurance Trustee, and it shall be the duty of the Insurance Trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Payment of Premiums. The Board of Directors shall collect and pay the premiums for casualty insurance as part of the common expenses or which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Reconstruction or Repair 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:

1. Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium should be terminated.

2. Apartment Building.

(a) Lesser Damage. If the damaged improvement is the building, and if the units to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium should be terminated.

(b) Major damage. If the damaged improvement is the building, and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

(c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building.

(d) If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other cases, such responsibility shall be that of the association. Immediately after a determination is made to rebuild or repair damage to property for which the association has the responsibility for reconstruction and repair, the association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a uniform special assessment against all unit owners for the deficiency related to common elements and against the individual unit owners for the portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors, it is impossible to adequately and accurately determine the portion of the deficiency related to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentage as set forth above defining shares of common elements and common expense.

3. Disbursement of Funds. The funds for payment of costs for reconstruction and repair after casualty, consisting of proceeds of insurance and assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments paid by the association in order to provide funds for payment of costs of reconstruction and repair is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the association with

the Insurance Trustee. In all other cases, the association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association-Lesser Damage. If the amount of the estimated cost of reconstruction and repair that is the responsibility of the association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the association; provided, however, that upon request to the Insurance Trustee by the mortgagee that is beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(ii) Association-Major Damage. If the amount of the estimated cost of reconstruction and repair that is assessed to unit owners is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the association and upon approval of an architect qualified to practice in Florida.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or, if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who shall apply such proceeds as they may be advised.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs 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 stated; except, however, that the part of distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

4. Rights of Mortgagees. If any first mortgagee of any condominium unit shall require it, the association shall from time to time deposit in a savings account established for that purpose sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the condominium property. A majority of such mortgagees as hereinabove defined may designate a bank or savings and loan association as a depository for these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due per month. Any mortgagee of any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property encumbered by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts

actually used for repair, replacement or reconstruction of the property subject to the mortgage to be distributed to the mortgagee and the unit owners as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacement to the unit or units encumbered by its mortgage or mortgages and no such repairs, reconstruction or replacement shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

5. Association as Agent. The association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the association, and to execute releases therefor.

XIX MORTGAGES - SUBORDINATION

A. Mortgages. A unit owner who mortgages his condominium parcel must notify the association of the name and address of his mortgagee, and the association shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding mortgages on such parcels; notice to the condominium association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written authorization of the mortgagee. The association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

B. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida, and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the association and the owner or owners of any part of said subdivision may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

XX DEVELOPER'S UNIT RIGHTS AND PRIVILEGES

The provisions of Article X hereof respecting sale and transfer of condominium parcels shall not be applicable to the Developer submitting the condominium property to condominium ownership. The Developer reserves the right to and has the right to sell or rent condominium units and parcels to any purchaser approved by it, subject, however, to the use restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer may sell or rent parcels owned by it to any person or persons whomsoever and the provisions of Article X shall not be applicable to the Developer or to any such sale or conveyance by the Developer, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Articles of Incorporation of the condominium association. This

Article shall not be amended without the written consent of the Developer. If the provisions of this article conflict with any other article, then this article shall govern.

XXI
SEPARABILITY OF PROVISIONS

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the Articles or Bylaws of the association or of the Condominium Act, shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXII
TERMINATION

This project may be terminated as provided for by the Condominium Act. Upon termination the undivided share of the common property owned in common by each unit owner shall be one-sixteenth (1/16) if only Phase I is built. If Phases I and II are built, such share shall be one-thirty second (1/32). If Phases I, II and III are built, such shares shall be one-thirty seventh (1/37). If Phases I, II, III and IV are built, such shares shall be one-fifty third (1/53). If all Phases are built, each share shall be one-sixty ninth (1/69).

XXIII
EASEMENTS

A. All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units in common over stairs, walks and other property located in the condominium subdivision, and a perpetual right or easement in common with all persons owning an interest in any unit in the condominium to the use and enjoyment of all common elements in the building and other facilities, including but not limited to utilities as they now exist, located in the condominium.

B. All the condominium property and all the condominium units and the common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the buildings or other improvements upon the condominium property, or caused by inaccuracies in construction or reconstruction of the buildings or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is hereby created so long as such encroachments stand.

C. All units and the common property shall be subject to perpetual easements in gross being granted to the association and its successors for ingress and egress and to use said premises for the purpose of having its employees and agents perform all obligations and duties of the association set forth herein.

D. All easements for ingress and egress shall not be encumbered by any leasehold or lien other than those of the condominium parcels, unless any such lien is subordinate to the rights of unit owners or the holder of any encumbrance or leasehold of any easement has executed and recorded an agreement that the use rights of each unit owner will not be terminated as long as the unit owner has not been evicted because of a default under the encumbrance or lease, and the use rights of any mortgagee of a unit who has acquired title to any unit may not be terminated.

XXIV
MISCELLANEOUS PROVISIONS

A. The Developer as the owner of any unit shall not be required to pay any of the common expenses of the condominium, which would otherwise be the obligation of the condominium units owned by the Developer, except for this paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs; provided, however, that the Developer shall be obligated to pay that portion of the common expenses attributable to such units owned by it which exceed the amount assessed against other unit owners.

B. Audit. The Board of Directors of the Association shall provide for the preparation of a financial operating statement and present it at least annually to each of the members as required by Section 718.111, Florida Statutes, as that section now exists or may hereafter be amended. Any member, at his cost, may at any reasonable time cause an audit to be made of the association records and books by a certified public accountant.

C. The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any unit owner or the association, easements, providing only that such easements when created shall be reasonable and consistent with then-existing improvements upon the condominium property. Easements for utilities and for drainage which may be shown on the plat shall be in addition to any easements which may be created by the Developer under this paragraph C. This paragraph C shall not be amended nor shall the condominium plan be amended in any way to defeat, restrict or reduce the Developer's right herein contained without the written consent of the Developer.

D. Until the completion of contemplated improvements to the condominium property, the Developer specifically reserves the right, without the joinder of any persons, to make such changes in the Declaration and its attachments or in the plat of the development as may be required by any lender, governmental authority or as may in its judgment be necessary or desirable; provided that such will not change the shares of the unit owners or their mortgagees in the common elements, and that all changes when made will provide facilities as good as, or better than, those shown on the condominium plat. This provision shall take precedence over any other provisions of the Declaration or its attachments.

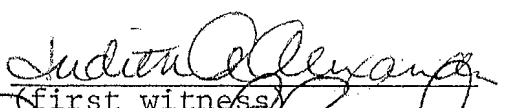
IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this 28th day of JANUARY, 1987.

VILLA-NOVA DEVELOPERS, INC.

By: 

DAVID N. BAKUN, PRESIDENT

(CORPORATE SEAL)


(first witness)


(second witness)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID N. BAKUN, PRESIDENT of


VILLA-NOVA DEVELOPERS, INC., a corporation, to me well known to be the person(s) described in and who executed the foregoing instrument and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affix official seal at Port Charlotte, said County and State, this 28th day of JANUARY, A.D., 1987.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 29, 1990
JAMES T. BROWN, JR., NOT.

James T. Brown, Jr.
Notary Public-State of Florida
(AFFIX SEAL)



RECORDED IN
OFFICIAL RECORDS

AMENDMENT

'88 APR 18 P4:51

TO
DECLARATION OF CONDOMINIUM
OF

VILLA-NOVA VILLAS, A CONDOMINIUM
CHANGING THE NAME OF THE CONDOMINIUM TO
VILLA MANOR, A CONDOMINIUM
BARBARA T. SCOTT
CLERK OF DISTRICT COURT
CHARLOTTE COUNTY, FLA.

VILLA MANOR DEVELOPERS, INC., f/k/a VILLA-NOVA DEVELOPERS, INC., as Developer of VILLA-NOVA VILLAS, a Condominium, according to the Declaration of Condominium recorded in O.R. Book 940, Page 147, Public Records of Charlotte County, Florida on September 25, 1987 under Clerk's File No. 87-852572, and rerecorded at O.R. Book 949, Page 940, Public Records of Charlotte County, Florida on December 1, 1987 under Clerk's File No. 87-863116, and the Plat thereof recorded in Condominium Plat Book 7, Pages 45A through 45M of the Public Records of Charlotte County, Florida, herewith amends the Declaration of Condominium, Articles of Incorporation and By-Laws of the Condominium Association pursuant to Article XXIV D. of the Declaration as follows:

1. The name "VILLA-NOVA VILLAS, A CONDOMINIUM" is herewith deleted and in its place there is inserted the name "VILLA MANOR, A CONDOMINIUM", regarding the Declaration of Condominium and Condominium Plat. All references to "VILLA-NOVA VILLAS" in the Declaration are herewith amended to read "VILLA MANOR".

2. The name of the Condominium Association is amended to be VILLA MANOR ASSOCIATION, INC., and the By-Laws are herewith amended accordingly. The change of name of the Association shall be effective on filing of Articles of Amendment in good form with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment to be executed in its name this 28th day of March, 1988.

VILLA MANOR DEVELOPERS, INC.

By: David N. Bakun, President

First witness

Second witness

RECORD VERIFIED - Barbara T. Scott, Clerk

JEAN JONES

D.C.

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Amendment To Declaration of Condominium was acknowledged before me by David N. Bakun, as president of Villa Manor Developers, Inc., a Florida corporation, on behalf of the corporation, this 28 day of March, 1988.

NOTARY

Lucy J. Jack
Notary Public - State of Florida
(Affix Seal)

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires September 1, 1990
Bonded thru Agent's Notary &
Surety Brokerage

REC'D APR 18 1988

OR 970 PG 667

FILE 88-887211

Document prepared by:
John Charles Heekin, Attorney
21202 Olean Blvd., Suite C-2
Port Charlotte, FL 33952
(813) 627-0333

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
VILLA MANOR ASSOCIATION, INC.

VILLA MANOR ASSOCIATION, INC., as Directors of VILLA MANOR, a Condominium, recorded in OR Book 940, Page 147, Public Records of Charlotte County, Florida on September 25, 1987 under Clerks File No. 87-852572, as rerecorded at OR Book 970, Page 667, Public Records of Charlotte County, Florida, on April 18, 1988 under Clerks File No. 88-887211, and the Plat thereof recorded in Condominium Plat Book 7, Pages 45A thru 45M of the Public Records of Charlotte County, Florida, herewith pursuant to a meeting duly noticed of the Board of Directors, amends the Declaration of Condominium of VILLA MANOR ASSOCIATION, INC. pursuant to Article VIII of the Declaration of Condominium as follows:

1. Delete Article X in its entirety and place the following in full:

X

CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the condominium property, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land, so long as the condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

A. Sale, Rental, Lease or Transfer. Prior to the sale or transfer of any interest, other than by rental or lease for a term of less than five (5) years, in a unit of the condominium to any person other than the transferor's spouse or pursuant to valid Court Order or decree, the seller shall furnish the Board of Directors of the Association in writing the name and address of the persons to whom the proposed sale or transfer is to be made and such other information as may be required by the Board of Directors in their sole discretion.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment to the Declaration of Condominium of VILLA MANOR

RECORD VERIFIED: BARBARA I. SCOTT, CLERK
BY SHARON BICKNELL, D.C.

RECORDING 10:30
Record Verified: PHM ARMSTEAD, D.C.

FILE: 2020002
OR BOOK/PAGE: 1332 / 147
Recorded: 03/22/94 02:42 P.M.
Clerk of the Circuit Court - Charlotte County
Cred by:
JES & JHINSON, P.A.
ATTORNEYS AT LAW
WEST MARION AVE.
MOUNTAIN GORDA, FL
33950
(813) 439-7627
Barbara I. Scott
(813) 575-0242

March, 1994.

VILLA MANOR ASSOCIATION, INC.
a Florida corporation

Jackie M. Smith
First Witness

By: George H. Potter
GEORGE POTTER, President

Evelyn R. Oaks
Second Witness

Attest: The foregoing Amendment was duly unanimously approved at a meeting of the Board of Directors duly called on motion made and seconded.

MBM-Donald
Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

BEFORE ME, a person duly authorized to administer oaths and take acknowledged personally appeared GEORGE POTTER, as President of VILLA MANOR ASSOCIATION, INC. a person well known to me, who acknowledged before me that he executed the foregoing document voluntarily and for the purposes expressed therein, this 22nd day of March, 1994.

My Commission Expires:

Evelyn R. Oaks
Notary Public

OFFICIAL NOTARY SEAL
EVELYN R OAKS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC291871
MY COMMISSION EXP. JULY 8, 1997

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on March 31, 1988, to the Articles of Incorporation for VILLA-NOVA VILLAS ASSOCIATION, INC., changing its name to VILLA MANOR ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N22104.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of April, 1988.



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF AMENDMENT
OF
VILLA-NOVA VILLAS ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT

FILED

88 MAR 31 AM 10:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

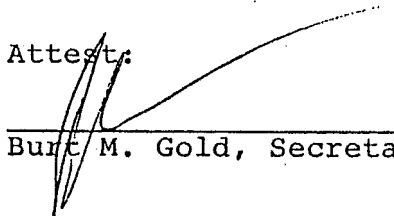
OR 970 PG 669

The undersigned directors of VILLA-NOVA VILLAS ASSOCIATION, INC., a Florida Corporation not for profit, turnover of association control to unit owners not having been effected pursuant to Section 718.301 Florida Statutes (1987), pursuant to Section 617.018 Florida Statutes (1987) herewith adopts these Articles of Amendment for the corporation:

1. Name of the Corporation. The name of the corporation was VILLA-NOVA VILLAS ASSOCIATION, INC.
2. Amendments Adopted. The amendment adopted is that the name of the corporation shall henceforth be VILLA MANOR ASSOCIATION, INC.
3. Date of Adoption of the Amendment. The foregoing amendment was adopted by the Board of Directors of the corporation, no members having been admitted, by unanimous vote on February 22, 1988 at a special meeting duly called for that purpose.
4. Effective Date of Amendment. This amendment shall be effective on filing with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, the corporation has caused these Articles of Amendment to be executed in its name by its president and secretary this 28th day of March, 1988.

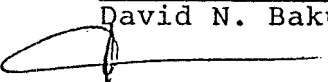
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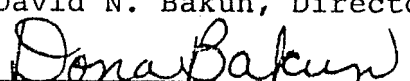

Burt M. Gold, Secretary

VILLA-NOVA VILLAS ASSOCIATION, INC.

By: 

David N. Bakun, President


David N. Bakun, Director


Dona Bakun, Director


Burt M. Gold, Director

STATE OF FLORIDA
COUNTY OF CHARLOTTE

OR 970 PG 670

The foregoing Articles of Amendment of VILLA-NOVA VILLAS ASSOCIATION, INC. were acknowledged before me by David N. Bakun, and Burt M. Gold, as president and secretary, respectively, of the association and by David N. Bakun, Burt M. Gold and Dona Bakun, as directors of the association, this 28th day of March, 1988.

Lucy J. Jett
Notary Public - State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires September 1, 1990
Bonded thru Agent's Notary &
Surety Brokerage

(Affix Seal)

CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been furnished by certified mail, return receipt requested to all owners and purchasers under contract of Villa-Nova Villas, A Condominium this 28th day of March, 1988.

VILLA MANOR DEVELOPERS, INC. f/k/a
VILLA-NOVA DEVELOPERS, INC.

By: [Signature]
David N. Bakun, President

This instrument prepared by:
John Charles Heekin
Attorney at Law
21202 Olean Blvd., Suite C-2
Port Charlotte, FL 33952
(813) 627-0333