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DECLARATION OF CONDOMINIUM  
of  
VILLAGE PLAZA CONDOMINIUMS, SECTION SEVEN

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DECLARATION OF CONDOMINIUM

of

VILLAGE PLAZA CONDOMINIUMS,

SECTION SEVEN

KNOW ALL MEN BY THESE PRESENTS, that U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter called Developer, does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, 1977, the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Sarasota, State of Florida, to wit:

SEE SCHEDULE I ATTACHED HERETO AS A PART HEREOF and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements;

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, 1977, is incorporated herein by reference and all provisions thereof shall apply to this condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration.

2. NAME. The name by which this condominium shall be known and identified is VILLAGE PLAZA CONDOMINIUMS, SECTION SEVEN, a condominium.

3. SURVEY AND PLOT PLAN. A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 11 at pages 40, Public Records of Sarasota County, Florida. The locations, dimensions,

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descriptions, identification and numbering of the respective condominium units shall be described in Exhibit "A" and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in Exhibit "A". In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of a building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control. By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interests in or to any unit, that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to identify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES.

The ownership and the undivided shares of the respective condominium units in the common elements and the manner of sharing common expenses and owning common surplus shall be equal among all of the units.

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5. COMMON ELEMENTS. Any right, title or interest in a condominium unit shall automatically carry with it an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units. The common elements shall include but not be limited to:
- (a) all of the above described land;
  - (b) all improvements and parts thereof which are not included with the respective condominium units;
  - (c) any utility areas and installations and all utility services which are available to more than one unit or to the common elements;
  - (d) all parking areas, driveways, sidewalks and other means of ingress and egress;
  - (e) all electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system, and all other ducts, conduits, cables, wire or pipe, within the common elements and up to the unfinished surface of the unit wall which are not owned by utility companies;
  - (f) all tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;
  - (g) any alterations, additions and further improvements to the common elements;
  - (h) easements through the units for conduits, ducts, plumbing, wiring and other facilities as may be necessary or desirable for the furnishing of utility services to the various other units and the common elements;
  - (i) any structural beams, columns, posts, and members within a unit and an easement of support in any

portion of a unit which contributes to the support of the building; and

(j) any lands and improvements or portions thereof owned by the Association and submitted to condominium ownership hereafter by amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Chapter 718.110(6), Florida Statutes, 1977.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association board of directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

6. LIMITED COMMON ELEMENTS. The areas designated upon the condominium plat attached hereto as Exhibit "A" as "limited common elements" or as "LCE" shall be deemed limited common elements reserved for the use and benefit of the owners of the unit or units as may be designated upon said plat or physically identified by unit designation upon signs or other markings placed by the Developer or by the Association from time to time. All limited common elements shall be maintained by the Association.

7. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida,

shall automatically be members of the Association and their respective memberships shall terminate when their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto as Exhibit "B". The Bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

8. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint ownership.

9. ADDITIONAL SECTIONS. In addition to this condominium, the Association is presently operating and managing Village Plaza Condominiums, Sections One, Two, Three, Four, Five and Six. The owners of a vested present interest in the fee title to any of the condominium units in any such

condominiums are automatically members of the Association and are entitled to the same voting rights as are extended herein to owners of units in this condominium. The income and common expenses with respect to any such condominium may be commingled with those of the other condominiums operated by the Association, except that the unit owners in this condominium shall not share in the rental payments required under the Recreation Area Lease Agreement as provided in Paragraph 22 herein. The operation of such other condominium sections by the Association shall not constitute and is not intended to result in a merger of the common elements and each condominium section shall constitute a separate and distinct condominium from all other sections, unless the unit owners in each section vote to merge into a single condominium pursuant to Section 718.110(7), Florida Statutes, 1977.

10. COMMON EXPENSES. The common expenses shall include:
- (a) costs of operation, maintenance, repair and replacement of the common elements, limited common elements and roadways;
  - (b) cost of fire, windstorm, flood and other property and liability insurance as provided herein.
  - (c) costs of management of the condominium and administrative costs of the Association including professional fees and expenses;
  - (d) costs of water and sewage service, electricity and other utilities which are not metered to individual condominium units;
  - (e) labor, material and supplies used in conjunction with the common elements;

(f) cost of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members upon a vote of 75% of the unit owners; provided that any institutional first mortgagee holding title to a unit through foreclosure or conveyance in lieu of foreclosure shall not have to participate in such of the foregoing costs as are incurred without its written consent; and provided further that the foregoing costs shall be paid as common expenses only by the unit owners in this condominium and will not be commingled with the common expenses of any other sections managed by the Association;

(g) the costs of maintaining and operating the recreation facilities on the lands described in Schedule II and in Paragraph 22 herein;

(h) damages to the condominium property in excess of insurance coverage;

(i) salary of a general manager, if deemed desirable by the membership, and his assistants and agents; and

(j) all other costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and recreation facilities and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.

11. MAINTENANCE, REPAIR AND REPLACEMENT.

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense all of the common elements and limited common elements as



defined herein. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit.

B. BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements or limited common elements as defined herein including but not limited to:

(a) paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceilings;

(b) all built-in shelves, cabinets, counters, storage areas, and closets;

(c) all mechanical, ventilating, heating and air conditioning equipment serving the individual condominium unit (whether located within the boundaries of the respective unit or not); any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

(d) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only one unit; all electric lines between the unit and its individual service panel or meter connection, and all water and waste lines between the unit and the main lines;

(e) all interior doors, walls, partitions, and room dividers;

(f) all furniture, furnishings and personal property contained within a unit; and

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(g) all exterior windows and screening shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building.

In the event an owner fails to properly maintain and repair his unit, the Association, at the discretion of the board of directors, may make such repairs as the board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of 10% per annum and reasonable attorneys' fees incurred by the Association in the collection thereof.

12. INSURANCE, DESTRUCTION AND RECONSTRUCTION. As agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium property, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be equally assessed to the unit owners annually separate and apart from the assessment for common expenses. The Association board of directors shall have full authority to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring the contents of his

unit which belong to him, any improvements made by him within his unit, and any portions of his unit for which he has the responsibility of maintenance, repair and replacement as provided herein.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer. If said proceeds are in excess of \$10,000 they shall be immediately paid over to a banking corporation in Sarasota County, Florida, having trust powers and selected by the board of directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of said trustee. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall pay over sufficient additional funds to said trustee as a part of the common expenses of the Association. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than \$10,000, they need not be placed in trust but shall be held by the treasurer and applied directly by the board of directors for the above purposes.

In the event of a total or substantial destruction of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds (2/3) of the voting rights of the unit owners in this condominium section and two-thirds (2/3) of the voting rights of the unit owners in all other sections of Village Plaza Condominiums vote to terminate this condominium. In the event the condominium is to be terminated, then all owners of units in this section will immediately convey all their

right, title and interest to their respective units to the bank trustee in Sarasota County selected by the board of directors, to be held by such trustee in trust. The recording of each such conveyance to trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this section of Village Plaza Condominiums, and shall effect a public or private sale of the condominium property, by whatever means it deems best, for the highest and best price, for cash or terms, as soon as practicable consistent with market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees and costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with their respective percentage of ownership of the common surplus as herein provided. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of any mortgages or other liens encumbering such unit at the time of the recording of its conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the common surplus is insufficient to pay all liens in full; in such event the lienholders having priority shall have priority of payment of the unit's share of the common surplus.

Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage and perfection of their liens.

13. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such insurance coverage shall be paid annually along with the premiums for the fire and extended coverage insurance separate and apart from the other common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

14. RESTRICTIONS UPON USE. The following restrictions shall apply to and bind the condominium and each condominium unit;

- (a) use thereof shall be limited to a one-family residential usage and no commercial, professional, or business use shall be permitted;

- (b) no persons under eighteen (18) years of age shall reside in any condominium unit for longer than thirty (30) days in any calendar year;
- (c) no dogs or pets shall be allowed, except small, inoffensive dogs and household pets which shall be subject to regulation by the Association;
- (d) no signs of any description or nature shall be displayed by any unit owner, except with the written consent of the Association board of directors, except that the Developer may display a "For Sale" sign or "For Rent" sign in front of the property until such time as all units shall have been sold by the Developer;
- (e) the occupants of the condominium units shall not permit loud and objectionable noises or obnoxious odors to emanate from the premises;
- (f) the occupants and owners of each unit shall keep and obey all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Association board of directors;
- (g) no wire, antennas, clothes lines, garbage or refuse receptacles, or other equipment or structures shall be erected, constructed, or maintained on the exterior of the building or on or in any of the common elements, except upon the written consent of the Association board of directors;
- (h) no unit owner shall permit or suffer anything to be done or kept in his condominium unit which would be a health, safety or fire hazard or which will increase insurance rates on any unit or on the common property;
- (i) no unit owner shall commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common elements;
- (j) all unit owners shall conform to and abide by the bylaws and the uniform rules and regulations in regard

to the use of the units and the common elements which may be adopted from time to time by the condominium association through its board of directors;

(k) the board of directors, or its agent, shall have the right to enter any condominium unit at any reasonable time for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units or the common elements therein or accessible therefrom or to determine compliance with the Condominium Act, this Declaration, or the bylaws and regulations of the Association;

(l) no unit owner shall dispose of trash and garbage other than in receptacles provided therefor pursuant to the rules and regulations of the Association;

(m) no saline or other regenerating solution from water softening equipment shall be discharged into any street, easement or common area so as to harmfully affect any lawn or planting;

(n) no condominium unit shall be divided or subdivided and no structural alterations or changes shall be made therein without the prior written consent of the board of directors of the Association;

(o) each unit owner shall have a perpetual easement for ingress and egress to and from his unit over terraces, lawns, walkways, driveways and other common elements from and to the public or private roadways bounding the condominium property, except as otherwise provided herein;

(p) no unit owner or occupant shall in any way obstruct the common way of ingress and egress to the other units or the common elements; and

(q) no unit owner or occupant shall hang any laundry, garments or unsightly objects which are visible outside of the unit nor allow anything to remain in any common areas of travel which is unsightly or hazardous.

15. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the board of directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the board and shall be accompanied by a transfer fee as required by regulation of the board. Such approval shall not be unreasonably withheld but shall be based upon good moral character, social compatibility, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the board of directors or its duly authorized officers or committee.

In the event a lease or occupation of a unit is disapproved, the unit shall not be leased or so occupied. In the event a sale or transfer is disapproved or no action is taken by the Board or its committee within 15 days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the



board an additional 15 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. If such right is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the Public Records of Sarasota County, Florida, or 60 days after the board of directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall

be entitled to his costs and reasonable attorneys' fees as determined by the Court, including appellate proceedings, if such party prevails.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan associations, banks and insurance companies, or to conveyances or leases to or from such institutional first mortgagees or the Developer.

The Association may appoint a rental and sales agent to handle rentals and sales as a convenience for the unit owners. Such agent may act in behalf of the board of directors and further approval of sales and leases made by him shall not be necessary. Such agent shall serve at the pleasure of the board of directors and may be replaced at any time.

16. ASSESSMENTS AND LIENS. The board of directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-fourth (1/4) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year. In addition, the board of directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the maximum legal rate and shall be subject to a late charge as is established by uniform rules and regulations of the board. The Association shall have the remedies and

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liens provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. The board of directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) for working capital and to cover contingent expenses from time to time.

17. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the condominium units shall be first obtained prior to any amendments to this Declaration, the Articles of Incorporation, or the Bylaws, and prior to the termination of the condominium.

18. RIGHTS OF DEVELOPER. The Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the condominium and to elect a majority of the directors of the Association (who need not be unit owners) until the expiration of three years after 50% of the units in all sections of Village Plaza Condominiums have been conveyed to purchasers or three months after 90% of such units have been conveyed to purchasers, or until such earlier time as may be required by Section 718.301, Florida Statutes, 1977. Developer may terminate such rights by relinquishing control of the Association to the unit owners at any time prior to said expiration.

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It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the survey and plot plan described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally for the purpose of constructing and completing said improvements and units and effecting sale or lease of all of the condominium units. Until all units in all sections of Village Plaza Condominiums are sold, Developer shall have the right to maintain one or more model units to be used for display to prospective purchasers and may exhibit such signs and sales paraphernalia within the model units or in the common elements as may be desirable to effect such sales.

19. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and house rules promulgated by the Association or its board of directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings.

20. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all voting rights of all unit owners in all sections of Village Plaza Condominiums, except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the condominium, and the

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voting rights of members may be amended only with the consent of all persons adversely affected thereby. The Bylaws may be amended or repealed by a simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without two-thirds (2/3) vote. Except for the amendments by the Developer as provided in Paragraph 3, no amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County, Florida. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws. Until such time as Developer shall have conveyed title to all units of all condominium sections of Village Plaza Condominiums, no amendments to the Declaration of Condominium or Bylaws shall be effective without its written consent and approval.

21. TERMINATION. The above described property may be removed from the provisions of this Declaration at any time by a vote of eighty per cent (80%) of the voting rights of all unit owners in all sections of Village Plaza Condominiums and written consent of all of the institutional first mortgage holders in all sections, by an instrument to that effect executed by the president or vice-president and secretary of

the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee in Sarasota County selected by the board of directors of the Association.

22. RECREATIONAL FACILITIES. Recreation facilities have been constructed for the use of unit owners in Village Plaza Condominiums of the land described in Schedule II attached hereto and made a part hereof. With respect to Village Plaza Condominiums, Sections One, Two, and Three, the Association entered into a Recreation Area Lease Agreement with Sarasota Bank & Trust Company, as Trustee, for the non-exclusive lease of the recreation area and recreation facilities for the use of the unit owners in said condominiums. The Trustee and the Association agree that each unit owner in Village Plaza Condominiums, Section Seven, shall have the free right to use and enjoy said recreation facilities without payment of rent therefor. The Trustee agrees that on or before the completion of the development of the residential lands contemplated in the Village Plaza Condominium complex and more particularly described in Schedule III attached hereto, Trustee will convey to the Association without cost an undivided fractional interest in the fee simple title to said recreation lands and facilities. The numerator of such fraction shall be 88, which equals the number of units in Sections Four, Five, Six, and Seven of Village Plaza Condominiums and the denominator shall be 150, which equals the total number of units in the entire contemplated Village Plaza Condominiums complex. The Trustee has conveyed title

to the remaining fractional interest (62/150) to the Association pursuant to a purchase agreement between the Trustee and the Association. The cost of repair, maintenance, replacement, insurance, utilities, operations, real estate taxes, etc, with respect to the entire recreational facilities shall be paid as a common expense of the Association and shall be shared equally by the unit owners in all sections of Village Plaza Condominiums in the same manner as any other common expense of the Association.

23. LEASEHOLDS. Pursuant to the provisions of Section 718.144, Florida Statutes, the Association may in the future acquire or enter into agreements acquiring leaseholds, memberships and other possessory interests or use interest in lands of facilities such as country clubs, golf courses, marinas or other recreational facilities.

24. EASEMENTS. A nonexclusive easement is hereby granted to the unit owners, their guests, invitees, successors and assigns in perpetuity in, to, through, over and across all of the common areas and common facilities and streets and roads in or adjacent to all sections of Village Plaza Condominiums. Developer hereby reserves in perpetuity an easement in, to, through, over and across all of said common areas, common facilities, street and roads for the benefit of itself, its successors and assigns, and its agents employees, contractors, utility companies and unit owners in other condominium sections of Village Plaza Condominiums. All of such easements shall be for the purpose of utilization of the common facilities of each section by the owners in

all other sections and for ingress and egress and drainage, and for the installation, repair, reinstallation and maintenance, under, on or over the same, of utility lines, appurtenances and paraphernalia, including but not limited to water and sewer lines, electrical lines, gas lines and cable television lines. Developer, its successors and assigns, reserves the right at any time to dedicate to the general public the roads, streets and drainage easements described in this Declaration or in the Condominium Plat, in which event all provisions in this Declaration and in the Condominium Plat relative to the maintenance of the roads and streets and said easements shall terminate and be of no further force and effect.

25. STREET MAINTENANCE. All streets and roads which provide access to any Section of Village Plaza Condominiums and to any units therein and the recreation area shall be maintained at the expense of the Association until such time as the maintenance thereof is accepted by the public. In the event such streets and roads shall also provide access to residential units which are not a part of Village Plaza Condominiums, all residential units utilizing said streets and roads shall contribute toward the expense of such maintenance but all maintenance decisions shall be made by the Association. In the event said roads, streets and drainage easements are not dedicated to the general public, Developer, its successors and assigns reserves the right to convey the title to the land underlying the road easements to the Association by deed of conveyance recorded in the Public Records of Sarasota County and the Association agrees to accept said conveyance.

26. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender



used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

27. SEVERABILITY. If any provisions of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President and its corporate seal affixed the 15th day of September, 1978.  
November

Signed, sealed and delivered in the presence of:

Samuel D. Marshall  
James H. Thompson

U. S. HOME CORPORATION

By: Robert B. Jordan  
As its Division President

(CORPORATE SEAL)



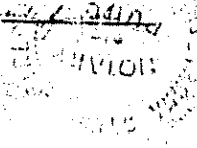
RE: 1271 PC 1888

STATE OF FLORIDA       )  
COUNTY OF SARASOTA    )

The foregoing instrument was acknowledged before me  
this 15th day of November, 1978, by

James P. ... and ...  
President and Secretary, respectively, of U. S. HOME CORPO-  
RATION, a Delaware corporation, authorized to do business in  
the State of Florida, on behalf of the corporation.

...  
Notary Public



My Commission Expires:

RE: 1271 PC 1888

REC-1271 PG 1889

SCHEDULE I  
OF  
DECLARATION OF CONDOMINIUM  
OF  
VILLAGE PLAZA CONDOMINIUMS, SECTION SEVEN

DESCRIPTION

A part of Lots 15-S, 16-S and 17-S of a Resubdivision of a part of Hyde Park Citrus Sub-division as per plat thereof recorded in Plat Book 3, Page 86, Public Records of Sarasota County Florida, in Section 34, Township 36 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 34; run thence  $N 0^{\circ} 00' 11'' W$  along the westerly line of said Section 34, being also the centerline of Beneva Road (100' wide) 655.53'; thence  $N 89^{\circ} 59' 49'' E$ , 584.67' to the easterly line of a 26' wide access and utility easement (Hispania Place); thence  $N 7^{\circ} 11' 03'' W$  along said easterly line 19.65' to the southwest corner of Village Plaza Section 3 as per plat thereof recorded in Condominium Book 8, Page 14, Public Records of Sarasota County, Florida, far a Point of Beginning; thence along the southerly line of said Section 3, the following calls and distances;  $N 89^{\circ} 59' 49'' E$ , 156.90';  $N 0^{\circ} 00' 11'' W$ , 40';  $N 89^{\circ} 59' 49'' E$  45.89';  $N 0^{\circ} 00' 11'' W$ , 182.64' to a point on the southerly line of a 26' wide access and utility easement (Painier Court) said point lying on the arc of a curve to the left and being 63',  $S 13^{\circ} 25' 00'' W$  of the center of said curve; thence eastwardly along the arc of said curve, having a radius of 63' and a central angle of  $13^{\circ} 25' 11''$ , 14.76' to the point of tangency; thence  $N 0^{\circ} 00' 11'' W$ , 26' to the northerly line of said easement; thence  $N 89^{\circ} 59' 49'' E$ , 218.47' to a point on the westerly line of Forest Lakes Unit 9 as per plat thereof recorded in Plat Book 22, Page 4, Public Records of Sarasota County, Florida; thence along said line the following calls and distances;  $S 0^{\circ} 01' 49'' W$ , 80.19';  $S 89^{\circ} 58' 11'' E$ , 20';  $S 0^{\circ} 01' 49'' W$ , 476.61';  $S 89^{\circ} 59' 23'' W$ , 313.76'; thence continue  $S 89^{\circ} 59' 23'' W$ , along the northerly line of a 25' alley, 126.13' to the southeasterly corner of Village Plaza Section 6; thence  $N 0^{\circ} 00' 11'' W$  along the easterly line of said Section 6, 265.01'; thence  $N 7^{\circ} 11' 03'' W$ , 45.29' to the Point of Beginning and containing 4.64 acres more or less.

REC-1271 PG 1889

REC:1271 PG:1890

SCHEDULE II  
TO  
DECLARATION OF CONDOMINIUM  
OF  
VILLAGE PLAZA CONDOMINIUMS, SECTION SEVEN

A part of Lots 15-S and 16-S of a Resubdivision of a part of Hyde Park Citrus Subdivision as per plat thereof recorded in Plat Book 3, Page 86, Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the SW corner of Section 34, Township 36 South, Range 18 East, Sarasota County, Florida; run thence N 0°00'11" W along the westerly line of said Section 34, being also the centerline of Beneva Road (100' wide), 1254.03' to the centerline of Pinecrest Drive, a 63' wide access and utility easement; thence N 89°59'49" E along said centerline, 543.88' to the centerline of Hispania Plaza, a 26' wide access and utility easement; thence along said centerline S 5°03'32" E, 19.05'; thence N 89°59'49" E, 13.05' for a Point of Beginning; thence along the easterly line of said 26' easement S 5°03'32" E, 107.87'; S 0°00'11" E, 154.93'; thence N 89°59'49" E, 216'; thence N 0°00'11" W, 262.38'; thence S 89°59'49" W, 225.51' to the Point of Beginning and containing 1.31+ acres.

REC:1271 PG:1890

REG-1271 PG 1891

SCHEDULE III  
TO  
DECLARATION OF CONDOMINIUM  
OF  
VILLAGE PLAZA CONDOMINIUMS, SECTION SEVEN

A part of Lots 12-S through 17-S inclusive of a Resubdivision of a part of Hyde Park Citrus Subdivision, in Section 34, Township 36 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the SW corner of said Section 34; run thence N 0° 00' 11" W along the west line of said Section 34, being also the centerline of Beneva Road 428.01'; thence N 89° 59' 49" E, 50' to the easterly right of way line of said Beneva Road for a Point of Beginning; thence N 0° 00' 11" W along said right of way line 1160.52'; thence N 89° 59' 49" E, 527'; thence S 0° 00' 11" E, 353.48'; thence N 89° 59' 49" E, 207.12'; thence S 0° 00' 11" E, 233.11'; thence N 89° 59' 49" E, 20'; thence S 0° 00' 11" E, 80'; thence N 89° 59' 49" E, 213.97' to a point on the westerly boundary of Forest Lakes Unit No. 9 as per plat thereof recorded in Plat Book 22, Pages 4, 4A and 4B, Public Records of Sarasota County, Florida; thence along said boundary the following calls and distances, S 0° 01' 49" W, 80.19'; S 89° 58' 11" E, 20'; S 0° 01' 49" W, 476.61'; S 89° 59' 23" W, 313.76'; thence continue S 89° 59' 23" W, 470.55' to the point of curvature of a curve to the right; thence westwardly along the arc of said curve, having a radius of 140' and a central angle of 33° 00' 26", 80.65' to the point of tangency; thence N 57° 00' 11" W, 34.17' to the point of curvature of a curve to the left; thence westwardly along the arc of said curve, having a radius of 135' and a central angle of 33° 00' 00", 77.75' to the point of tangency; thence S 89° 59' 49" W, 25' to the Point of Beginning and containing 22.02 acres more or less.

LESS: The Recreation Area described in Schedule II.

REG-1271 PG 1891

1271 1882

JOINDER AND CONSENT OF ASSOCIATION

VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC. hereby joins in and consents to the foregoing Declaration of Condominium of VILLAGE PLAZA CONDOMINIUMS, SECTION SEVEN, and hereby agrees to the terms, conditions and provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the Association has caused this Joinder and Consent to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 16th day of November, 1975.

Witnesses:

[Signature]  
[Signature]

VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
As Its President

ATTEST:

By: [Signature]  
As Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 15th day of September, 1975, by [Signature] and [Signature] as President and Secretary, respectively, of VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:

1271 1882

JOINDER AND CONSENT OF TRUSTEE

ELLIS SARASOTA BANK & TRUST COMPANY, formerly Sarasota Bank & Trust Company, as Trustee under the Warranty Deed dated June 7, 1972, recorded in Official Records Book 963, page 1580, Public Records of Sarasota County, Florida, hereby joins in and consents to the Declaration of Condominium of VILLAGE PLAZA CONDOMINIUMS, SECTION SEVEN, and hereby agrees to the terms and provisions thereof with respect to the Recreation Area described in Schedule II attached thereto and made a part thereof, and Trustee agrees to the obligations imposed upon it therein.

IN WITNESS WHEREOF, Trustee has caused this Joinder and Consent to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunder affixed this 15th day of November, 1978.

Witnesses:

Daniel J. Kelly  
Jimmy G. Lane

ELLIS SARASOTA BANK & TRUST COMPANY,  
As Trustee Aforesaid

By: A. W. Beard  
As Its Senior Vice President & Trust Officer

ATTEST:

By: Philip P. Marvin  
As Its Assistant Secretary  
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 15th day of November, 1978, by A. W. Beard and Philip P. Marvin as Senior Vice Pres. & Trust Officer and Assistant Secretary, respectively of ELLIS SARASOTA BANK & TRUST COMPANY, a Florida banking corporation, on behalf of the corporation.

Notary Public

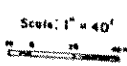
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires 11/15/80  
Edward J. ...

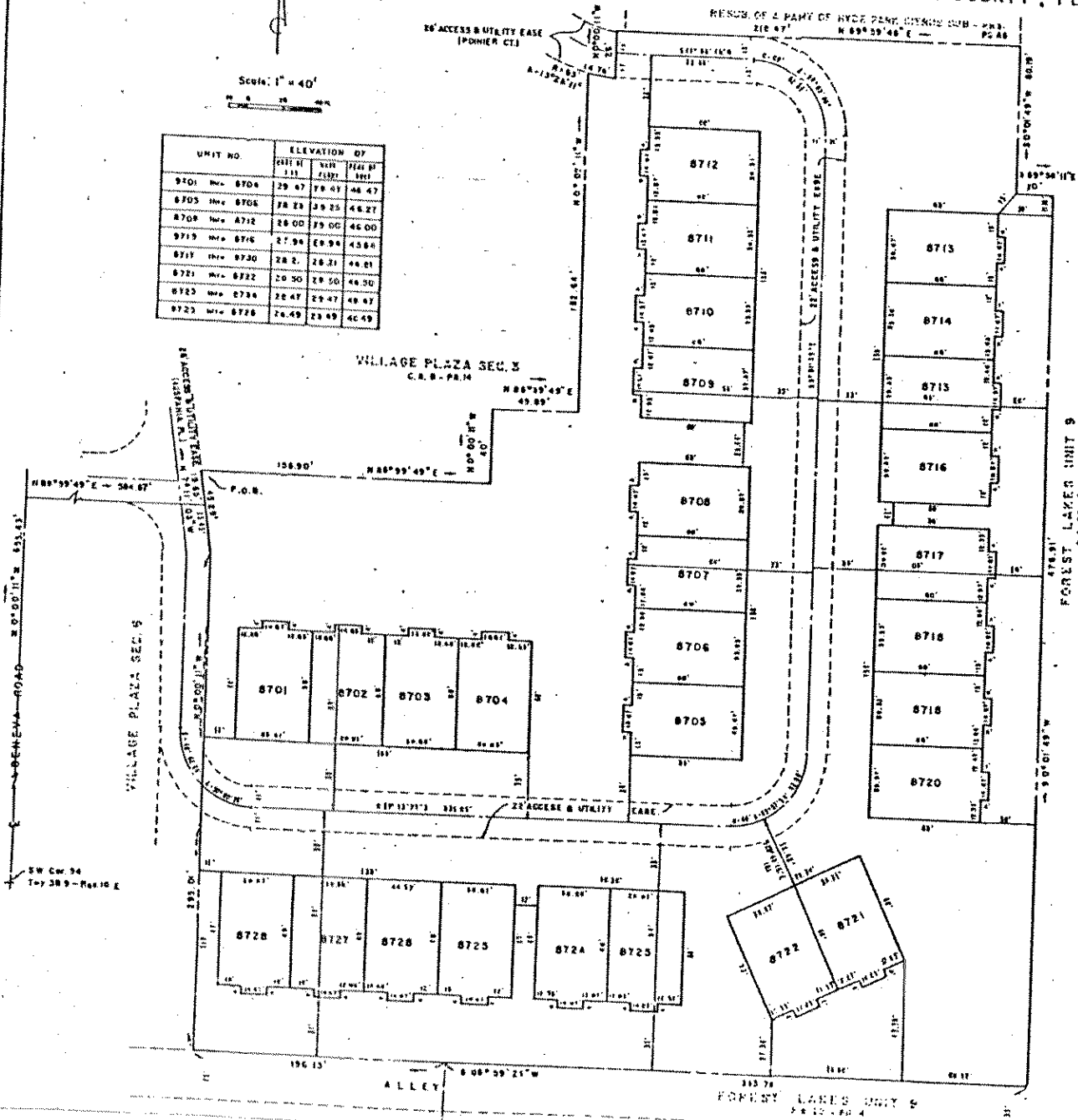
# VILLAGE PLAZA CONDOMINIUMS SECTION SEVEN

SEC. 34 - TWP. 36 S - RGE. 18 E SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 11 PAGE 40  
SHT NO 1 OF 1 SHTS. 658118  
Declaration of Condominium recorded in Official Record Book 221 of pages 1263 through 1266, Public Records of Sarasota County, Florida.



UNIT NO.	ELEVATION OF FINISH FLOOR	ELEVATION OF	
		FINISH FLOOR	ROOF
8701	78.47	78.47	48.47
8705	78.23	39.25	48.27
8708	78.00	39.00	48.00
8719	77.94	48.94	43.84
8711	78.30	28.31	48.31
8721	78.22	28.50	48.50
8723	78.24	28.47	48.47
8725	78.26	28.49	48.49



**DESCRIPTION**  
A part of Lots 15-S, 16-S and 17-S of a Resubdivision of a part of Hyde Park Citrus Sub-division as per plat thereof recorded in Plat Book 3, Page 88, Public Records of Sarasota County, Florida, in Section 34, Township 36 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:  
Commence at the southern corner of said Section 34; run thence N 0° 00' 11" W along the westerly line of said Section 34, being also the centerline of Geneva Road (100' wide) 655.53'; thence S 89° 59' 49" E, 584.67' to the easterly line of a 26' wide access and utility easement (Hispania Place); thence N 7° 11' 03" W along said easterly line 19.65' to the south-west corner of Village Plaza Section 3 as per plat thereof recorded in Condominium Book 8, Page 14, Public Records of Sarasota County, Florida for a Point of Beginning; thence along the southerly line of said Section 3, the following calls and distances, N 89° 59' 49" E, 156.90'; N 0° 00' 11" W, 40'; N 89° 59' 49" E, 45.89'; N 0° 00' 11" W, 182.64' to a point on the southerly line of a 26' wide access and utility easement (Pomer Court) said point lying on the arc of a curve to the left and being 63', 513° 25' 00" W of the center of said curve; thence easterly along the arc of said curve, having a radius of 63' and a central angle of 13° 25' 11" (4.76' to the point of tangency; thence N 0° 00' 11" W, 26' to the northerly line of said easement; thence S 89° 59' 49" E, 216.47' to a point on the westerly line of Forest Lakes Unit 5 as per plat thereof recorded in Plat Book 22, Page 4, Public Records of Sarasota County, Florida; thence along said line the following calls and distances, S 0° 01' 09" W, 00.19'; S 89° 59' 23" W, 20'; S 0° 01' 09" W, 4.76 61'; S 89° 59' 23" W, 313.76'; thence continue S 89° 59' 23" W, along the northerly line of a 26' wide access, 136.13' to the south-easterly corner of Village Plaza Section 6; thence N 0° 00' 11" W, along the westerly line of said Section 6, 265.01'; thence N 7° 11' 03" W, 45.26' to the Point of Beginning and containing 4.64 acres more or less.

WILLIAM H. DENNELL  
REGISTERED SURVEYOR  
NOV 17 1987  
883418

**NOTES**  
- Elevations shown refer to National Geodetic Vertical Datum.  
- All bearings shown refer to an assumed meridian.  
- No. 8701 denotes Unit Number.

**UNIT DESCRIPTION**  
A Unit shall consist of space bounded by a vertical projection of the respective Unit boundary lines shown hereon representing the surface of the outside finished walls where applicable, and from the planes of the bottom of the foundation of the structure to the plane of the peak of the roof and shall include the overhangs, eaves, window sills, porches, sloups, all projecting integral parts of the structure and the attached garage, whether indicated on the plat or not.

**CERTIFICATE OF SURVEYOR**  
I, Thomas J. Dennell, a professional land surveyor, authorized to practice to the state of Florida, hereby certify that the construction of the improvements described hereon is substantially complete so that the material, together with the provisions of the 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 of each unit can be determined from these materials.

Thomas J. Dennell  
Thomas J. Dennell  
R. L. E. Fla. Cert. No. 1185  
R. L. E. Fla. Cert. No. 4981  
Date of survey Oct 31, 1987