DECLARATION OF CONDOMINIUM
OF
GARDEN LAKES VILLAS, SECTION 1,
a condominium

KNOW ALL MEN BY THESE PRESENTS, that First Communities of
Bradenton, Inc., a Florida corporation, hereinafter called
Developer, makes and declares the creation of Garden Lakes Villas,
Section 1, a condominium, pursuant to Chapter 718, Florida Statutes
(1982 Supplement) and subject to the terms hereinafter set forth:

ARTICLE I. Submission Statement: Developer, the owner of
the lands and appurtenances hereinafter described and defined,
hereby submits to condominium ownership pursuant to Chapter 718,
Florida Statutes (1982 Supplement), the lands in Manatee County,
Florida, described as follows:

1.1 Fee Lands: Those lands described on Exhibit A,
attached hereto and made a part hereof, which are designated "LEGAL
DESCRIPTION: GARDEN LAKES VILLAS, SECTION 1, A CONDOMINIUM-BOUNDARY
(lands submitted hereby to condominium)."

1.2 Access Easement: A perpetual, common non-exclusive
 easement for access, ingress, egress, utilities and drainage, over,
 across, under and through the lands described and designated on
 Exhibit A as "INGRESS-EGRESS EASEMENT-Private Entrance Road from
 37th Street East to Garden Lakes Villas, Section 1, A Condominium,"
 which shall be appurtenant to the lands described in Section 1.1.
 Together with a temporary non-exclusive easement for the above
 purposes across, under and through the lands described and
 designated on Exhibit A as "37th Street East Access Easement",
 which easement shall be appurtenant to the lands described in
 Section 1.1 until such time as the lands described in said easement
 are dedicated to the public and accepted by the Board of County
 Commissioners of Manatee County, at which time said temporary
 easement shall terminate.

1.3 Reservation: The fee lands described in Section 1.1
 are submitted subject to a reservation of a perpetual, non-exclusive
 easement for access, ingress, egress, utilities and drainage, on,
 over, under and through those parts thereof described and designated
 on Exhibit A as "INGRESS-EGRESS EASEMENT-Garden Lakes Majestic
 through Garden Lakes Villas, Section 1, A Condominium (for future
 development)" and "INGRESS-EGRESS EASEMENT-Garden Lakes Drive
 through Garden Lakes Villas, Section 1, A Condominium (for future
 development)." Said easements, together with the easement described
 in Section 1.2, are Private Roads as hereinafter defined, and are
 designated by street name as Garden Lakes Majestic, Garden Lakes
 Drive and Garden Lakes Palm. The reservation is in favor of
 Developer, the Community Association and the owners and residents of
 all or any part of the lands that may form a part of Garden Lakes.

1.4 Other Appurtenances: Such other easements, use
 rights, licenses and servitudes as may be now or hereafter provided
 by the Covenants for Garden Lakes, as limited therein.

1.5 Designation: All such lands and appurtenances and the
 rights herein described shall be a part of the Condominium
 Property. Additional lands and appurtenances submitted to
 condominium ownership under this Declaration as provided herein
 shall, upon such submission, become a part of the Condominium
 Property.

ARTICLE II. Name: The name by which this condominium
 shall be known and identified is:

GARDEN LAKES VILLAS, SECTION 1, a condominium, hereinafter
sometimes called the "Condominium."

ARTICLE III. Definitions: The terms used in this
Declaration, its Amendments and Exhibits, shall have the meanings
stated in Chapter 718, Florida Statutes (1982 Supplement),
hereinafter called the Condominium Act, except as herein otherwise
provided, unless the context of such term shall otherwise require.
All references to recordation of documents, instruments, drawings,
pials and other similar materials shall, unless otherwise specifically stated, refer to recordation among the Public Records of Manatee County, Florida.

3.1 Architectural Review: "Architectural Review" means the administrative process provided herein whereby a proposed maintenance, repaired, rebuilding, replacement, reconstruction, alteration or modification of a unit, including improvements therein and thereon, are considered and approved or disapproved in accordance herewith.

3.2 Assessment: "Assessment" means the share of funds required for the payment of common expenses, from time to time, assessed against the unit owners, and the charges and expenses of the Association which are assessed against the unit owners under authority of the Condominium Act or this Declaration.

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

3.4 By-Laws: "By-Laws" means the By-Laws of the Association existing from time to time.

3.5 Board: "Board" means the Board of Directors of the Association.

3.6 Common Elements: "Common Elements" means:

(a) those portions of the Condominium Property not included within the units.

(b) easements through the units for conduits, ducts, plumbing, wires and other facilities for the furnishing of utility services to other units, the common elements and other properties.

(c) an easement of support in every portion of a unit which contributes to the support and structural stability of a building.

(d) all property, improvements, facilities, devices and installations, wherever located, within the Condominium Property, for the furnishing of external utility services to the units, other common elements or other properties, except to the extent that ownership of all or any interest therein is reserved by Developer, or granted to the Community Association as Common Property or as owned by a provider of such utility service.

(e) Tangible personal property reasonably required or desirable for the maintenance and operation of the Condominium, even though owned by the Association.

(f) any other parts of the Condominium Property designated as a Common Element in this Declaration, or any amendments or exhibits hereto.

3.7 Common Expenses: "Common Expenses" means those items specified in the Condominium Act as common expenses and all other items of expense specified herein as common expense, and the reasonably necessary cost of carrying out any Association power, duty or obligation hereunder, including but not limited to:

(a) expense of operating, maintaining, repairing and replacement of common elements and of any portion of units to be maintained by the Association.

(b) expenses of administration and management of the Association and the Condominium Property.

(c) the cost of carrying out the powers and duties of the Association.

(d) valid charges against the Condominium Property as a whole, or the common elements.
(e) the cost of any utility service fee or charge billed to the Condominium as a whole and not separately to each unit, or if such charges are billed to more than one Condominium, this Condominium's proportionate share thereof.

(f) any other item of expense designated as a Common Expense hereunder.

3.8 Common Property: "Common Property" shall mean those interests in lands, improvements, roads, facilities, rights and easements which may at any time be deeded, granted or leased to the Community Association, or which may be designated as Common Property, and devoted to and intended for the common use and enjoyment of the owners and residents of Garden Lakes and their guests, subject to the provisions of the Covenants and as more fully set forth therein.

3.9 Common Surplus: "Common Surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses.

3.10 Community Association: "Community Association" means Garden Lakes Community Association Inc., a Florida corporation not for profit, which has been organized to administer the Covenants and to carry out the maintenance and other obligations therein set forth.

3.11 Community Service System: "Community Service System" shall mean any system of facilities, installations, ownerships, rights, license, uses, improvements, equipment or fixtures devoted to and intended for the common use, benefit and enjoyment of the owners and residents of Garden Lakes and their guests, whether located within this Condominium or any other Component Community or otherwise, or a part of the Common Property or not.

3.12 Component Community: "Component Community" shall mean any distinct and separate development of residential dwellings within Garden Lakes, including this Condominium, as more fully described in the Covenants.

3.13 Condominium Act: "Condominium Act" means Chapter 718, Florida Statutes (1982 Supplement) as it exists on the date of recordation of this Declaration.

3.14 Condominium Parcel: "Condominium Parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit and all other appurtenances to such unit as may be herein provided.

3.15 Condominium Property: "Condominium Property" means the lands submitted to condominium ownership and all improvements thereto and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.16 Covenants: "Covenants" means the Declaration of Community Covenants, Conditions and Restrictions for Garden Lakes, dated November 16, 1983, and recorded in Official Records Book 1064, Pages 1187 thru 1232, of the Public Records of Manatee County, Florida, together with all amendments and supplements thereto.

3.17 Developer: "Developer" means First Communities of Bradenton, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or any portion of such rights in connection with appropriate portions of the Condominium. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
3.18 Garden Lakes: "Garden Lakes" means all existing property, including this condominium, that is subject to the Covenants, including property added thereto hereafter pursuant to the provisions of the Covenants.

3.19 Institutional Mortgagee. "Institutional Mortgagee" means a bank, savings bank, savings and loan association, credit union, insurance company, mortgage company, mortgage broker, Federal National Mortgage Association, union or other pension fund authorized to do business in Florida, business or investment trust, an agency of the United States Government or the State of Florida or any subdivision thereof, the holder of any mortgage insured by any agency of the United States Government or the State of Florida, or any subdivision thereof, or any lending entity commonly recognized as an institutional lender.

3.20 Primary Institutional First Mortgagee. "Primary institutional first mortgagee" means the Institutional mortgagee which owns at any time first mortgages encumbering units which secure a greater aggregate indebtedness than is owed to any other institutional first mortgagee.

3.21 Limited Common Elements: "Limited Common Elements" means those portions of the common elements which are reserved for the use of a certain Condominium unit or units, to the exclusion of other units, as may be provided in this Declaration.

3.22 Limited Private Road: "Limited private road" means a road or right of way which is wholly contained within a Component Community and designated a limited private road by the documents creating such Component Community, the maintenance of which is the responsibility of the respective Component Association and not that of the Community Association.

3.23 Permitted Improvements: "Permitted Improvements" means those structural Improvements to a unit initially established by Developer and replacements thereof, and such other alterations for improvements as may be permitted by this Declaration.

3.24 Private Roads: "Private roads" means those roads and rights of way, other than public roads, which are common to Garden Lakes, available for the common use and enjoyment of all owners in Garden Lakes, and which are to be maintained by the Community Association as a common expense of all of Garden Lakes. A private road may be owned in fee by the Community Association, or may be a part of a Component Community, but subject to an easement in favor of the Community Association and other owners and residents of Garden Lakes. All roads, streets and rights of way within Garden Lakes shall be deemed private roads unless otherwise designated in the documents creating a Component Community.

3.25 Unit: "Unit" or "Condominium Unit" means that part of the Condominium Property which is subject to exclusive ownership as provided in the Condominium Act. The term unit implies a single defined portion of the Condominium Property subject to such exclusive ownership, that cannot be subdivided into additional units. The aggregate of all units is all of the Condominium Property subject to such exclusive ownership. The term "unit" as used in this Declaration shall be deemed to be a "residential unit" pursuant to the terms of the Covenants.

3.26 Unit Owner: "Unit Owner" or "Owner of Unit" means the owner of a Condominium parcel. An owner is the single or multiple owner of the fee simple interest in the Condominium parcel.

3.27 Utility Services: "Utility Services" shall include, but not be limited to, electric power, gas, water, garbage storage and collection, sewage and trash collection and disposal, cable television signals, master community antenna systems, drainage, storm water management systems and telephone and all other public service and convenience facilities.

ARTICLE IV. Development Plan: The development plan is to establish and develop this Condominium in a single phase comprised
of thirty-four (34) single family dwelling units, located in seventeen (17) buildings. The Condominium Units are, as authorized by the Condominium Act, in land, and the Permitted Improvements consisting of the buildings housing the dwelling units are located within the units. This Condominium is one of a series of condominiums planned by Developer to form a part of Garden Lakes, a planned residential community, subject to the Covenants, as hereinafter provided. Each of the separate condominiums or other development forms within Garden Lakes will be a separate but Component Community of Garden Lakes. The Community Association will administer the Covenants and own and maintain and operate the Common Property and certain Community Service Systems, which will serve all of the Component Communities of Garden Lakes. The Association will manage and administer this condominium as hereinafter provided. There will be no conventional recreational facilities within this condominium, although Developer plans to develop recreational facilities as part of the Common Property available to all residents of Garden Lakes, managed by the Community Association under the Covenants. As hereinafter provided, owners of units in this condominium will be members of the Community Association, and the units in this condominium shall be subject to assessment by and liens in favor of the Community Association as provided in the Covenants. There will be no time-share estates created with respect to any units in this condominium.

ARTICLE V. Unit Boundaries, Identification of Units, Permitted Improvements and Utility Services: Each unit shall consist of a discrete area of land, as permitted by the Condominium Act. As hereinafter provided, a part of the development Developer shall construct certain Permitted Improvements and structures located within and upon each condominium unit, and no other improvements shall be permitted upon any unit except in accordance with this Declaration.

5.1 Upper and Lower Boundaries: The upper and lower boundaries of each unit shall be determined in the same manner as provided from time to time by the law of Florida then in force for the determination of boundaries of an owner in fee simple of a parcel of real property.

5.2 Perimetrical Boundaries: The perimetrical boundaries of each unit shall be the vertical projections of the unit boundary lines, as depicted on the survey, plat and plot plan attached hereto as Exhibit A, or amendments thereto.

5.3 Permitted Improvements: The only improvements permitted to the units, which shall herein be known as "Permitted Improvements", shall be one-story, two-family villas. Each villa structure shall be located upon and within contiguous condominium units so that the common boundary of the units shall approximate the center line of the common party wall dividing the structure into two separate single family dwelling units. Each separate single family residential unit shall be located within and upon a separate condominium unit. No building shall contain more than one such single family dwelling unit. Each condominium unit shall be deemed one in land only, as permitted by the Condominium Act, even though such units shall have located within and upon it a part of a two-family structure, which shall become a part of the condominium unit. Easements for support, maintenance and encroachments shall be as hereinafter provided. As part of the development plan, Developer shall construct such two-family villas to completion and the only improvements which shall be considered Permitted Improvements to any unit shall be the improvements initially established by Developer and replacements thereof, and such alterations or improvements as may be permitted by this Declaration. All other improvements shall be prohibited, and may be required to be removed.

5.4 Utility Services, Internal: The improvements, devices, installations, appliances and facilities, whether located
within or without the boundaries of a unit, furnishing utility services only to such unit shall be deemed a part of the unit from the point of disconnection or detachment from the improvements, devices, installations, appliances or facilities deemed external utility services under Section 5.5. The points of such disconnection or detachment for such utility services are as follows:

(a) Water: The point or points at which water lines enter the exterior surface of a Permitted Improvement, or break the vertical downward projection of an exterior wall of a Permitted Improvement.

(b) Sewer: The point or points at which sewer lines enter the exterior surface of a Permitted Improvement, or break the vertical downward projection of an exterior wall of a Permitted Improvement.

(c) Electric Power: The point at which the electrical service enters the service panel providing service to a particular unit.

(d) Telephone, Cable Television, Master Antenna Television and Other Communication Systems: The point at which such lines enter the exterior surface of a Permitted Improvement.

(e) Gas: The point at which the gas line enters the meter, or if the gas service is from liquified gas, the point at which a gas line leaves a gas tank serving more than one unit, or the entire gas system if the tank and lines serve only one unit.

(f) Drainage: All drainage facilities shall be external and common elements except drainage services installed by or on behalf of the unit owner in accordance with the terms of this Declaration for the exclusive benefit of his unit; provided, however, that drainage facilities that are a part of a Community Service System or are deemed Common Property under the Covenants shall not, per se, be deemed common elements.

(g) Other: Other utility services shall be deemed external to the point within a unit boundary at which the particular improvement, device, appliance, installation or facility serves only the unit in which it is located.

5.5 Utility Services, External: The improvements, devices, installations, appliances and facilities furnishing utility services and located within the Condominium Property, including those within unit boundaries, shall be common elements to the point of disconnection or detachment at which same becomes part of a unit under Section 5.4. Utility services deemed common elements under this section shall be maintained by the Association pursuant to Section 11.1, unless otherwise provided. Provided, however, that any external utility service that may be part of a Community Service System or deemed Common Property under the Covenants shall not be a common element, and the maintenance thereof shall be that of the Association only to the extent that maintenance thereof is not the responsibility of the Community Association.

5.6 Identification of Units: Each unit shall be given an identifying number or letter, or combination thereof, which shall be depicted on the plat. No unit shall bear the same identifying designation as any other unit. The identifying number and/or letter of a unit is also the identifying designation of the Condominium Parcel of which such unit forms a part. Developer may utilize a system of designing units by a number or letter or combination, following such designation by a street name for better identification of the location of the unit. If Developer does elect to incorporate the street name in the designation of a unit, it shall not be necessary to be reflected on the plat, and the failure to include the street name in any deed, mortgage, contract, lease, or other document shall not diminish or impair the validity and effectiveness of same. If within the Condominium any two units bear the same number, but have different
identifying street names, the failure to include such street name may be corrected of record by an affidavit of any officer of the Developer or the Association, attesting that the party or parties to such document have the designated interest in but one unit within the condominium bearing the number indicated.

5.7 Condominium Parcel: Each Condominium Parcel shall include a unit together with the following appurtenances and any other appurtenances now or hereafter provided for in this Declaration or the Condominium Act:

(a) Common Elements: An undivided share in the common elements, as set forth in Article VIII.

(b) Limited Common Elements: The exclusive right to use all limited common elements appurtenant to such unit.

(c) Association Membership: Membership in the Association.

(d) Common Surplus: An undivided share in the common surplus.

(e) Common Facilities: The right to use, occupy and enjoy common facilities of this Condominium, subject to the provisions of the Declaration, the By-Laws, rules and regulations and the Condominium Act, and rights, easements, servitudes and licenses inuring to the parcel as a Residential Unit under the Covenants.

(f) Easements: All easements, licenses, rights and servitudes forming a part of the Condominium Property, whether now in existence or hereafter created.

5.8 External Appliances and Fixtures: All air-conditioning and heating equipment, appliances, devices and installations located outside the unit boundaries, if any, together with all ducts, conduits, condensate lines, electrical connections and other items part of such system shall be deemed a limited common element appurtenant to the unit served thereby, and be maintained by the owner of such unit.

ARTICLE VI. Easements: The following easements are established and reserved over, across, under and through the Condominium Property, the condominium units and the common elements and limited common elements, each to be a covenant running with the land of the Condominium Property, and in favor of the Association, individual or collective unit owners, the Developer, governments having jurisdiction, suppliers of utility services, the public, third parties, the Community Association and owners and occupants of adjacent lands, as the context may require:

6.1 Ingress and Egress: Non-exclusive rights-of-way by vehicle or on foot in, to, over and upon the roads, drives, streets, driveways, walks and paths, whether shown on any exhibit hereto or any Amendment thereto or not, as same may be initially located or as they may be built or relocated in the future, for all reasonable and usual purposes for which such roads, drives, streets, driveways, walks and paths are commonly used, and to provide ingress to and egress from each unit and all and singular the common elements and limited common elements. This easement shall not be construed to grant or create the right or privilege to park any vehicle on any part of the Condominium Property not designated as a parking area.

6.2 Utilities and Duct Work: Easements as may be required, desirable or necessary for the furnishing of utility services to any one or more units, the common elements, limited common elements, the Condominium Property generally and adjacent lands not forming part of the Condominium. Such easements shall include, but not be limited to, easements as may be shown on exhibits to this Declaration and Amendments hereto. Easements shall exist in all common elements and within units for utility services,
external, and an easement in gross is hereby granted in all common
elements for utility services in favor of governments having
jurisdiction, suppliers of utility services, the Community
Association and owners and occupants of adjacent lands. Also such
easements as may be required, desirable or necessary for duct work
and condensate lines for the furnishing of air-conditioned, cooled
or heated air to the units from air-conditioning or heating
equipment or installations located without the unit boundaries.

6.3 Encroachments: If a unit shall encroach upon any
common element or limited common element, or upon any other unit by
reason of original construction or by the non-purposeful or
non-negligent act of the unit owner, then an easement appurtenant to
such encroaching unit, to the extent of such encroachment, shall
exist. If any common elements or limited common elements shall
encroach upon a unit as a result of original construction or the
non-purposeful or non-negligent act of the Association, then an
easement appurtenant to such common element or limited common
element, to the extent of such encroachment, shall exist so long as
such encroachment shall exist. Likewise, if any unit or common
element shall encroach upon any Common Property or Community Service
System owned or operated by the Community Association or if any
such Common Property or Community Service System shall encroach upon
any unit or common element, then an easement appurtenant to such
unit, common element, Common Property or Community Service System,
to the extent of such encroachment, shall exist so long as such
encroachment shall exist.

6.4 Permitted Improvement Encroachments: In addition to
the provisions of Subsection 6.3, a one-family dwelling unit may
encroach upon, into, under or over the contiguous condominium unit
which shares the two-family villa. Such encroachments may be
unintentionally created in the original construction of Permitted
Improvements, particularly when the center line of the common party
wall fails to coincide precisely with the unit boundary. After
initial development, except for repair, replacement or
reconstruction of a Permitted Improvement in accordance with this
Declaration, no additional encroachments shall be permitted as a
result of the intentional or negligent act of a unit owner, or his
agents or the Association or its agent, but any such original
encroachments shall be subject to the easement provisions of
Subsection 6.3.

6.5 Maintenance: Such easements as may be reasonably
necessary or desirable are provided for the purposes of maintenance,
repair, replacement, rebuilding and reconstruction of the units,
Permitted Improvements, common elements and limited common elements,
utility services and for implementation of any of the maintenance
or repair obligations of the Association, unit owners and the
Community Association.

6.6 Structural Support: Each unit owner shall have
easements in the contiguous unit with which it shares a Permitted
Improvement, and in the portions of the Permitted Improvement
located thereon. Such easements shall include all those reasonably
necessary or desirable to assure the continued structural support,
stability and integrity of the entire building, including but not
limited to, easements for lateral and subjacent support, easements
for the support and stability provided by all load bearing walls,
columns, beams, trusses, slabs, foundations and footings. The party
wall between such units shall be and remain a party wall for the
benefit of the owners of the units on either side thereof. Such
support easements shall extend to and include the continued and
existing, maintenance, repair, rebuilding, replacement and
reconstruction of all such building components providing structural
support, stability and integrity. No unit owner shall do, cause or
permit to be done any act in and about his unit and the building
located thereon which shall impair the structural support and
integrity of the remaining portions of such building, or otherwise
violate the provisions of this Section or of this Declaration.

6.7 Easements for Garden Lakes: Easements, licenses, and
servitudes are hereby reserved through all parts of the Condominium Property except those actually occupied by a Permitted Improvement, for the purposes set forth in Article IV of the Covenants, the same being reserved in favor of Developer and the Community Association. Such easements, and rights so reserved shall include, but not be limited to, those specifically described or contemplated herein or by the Covenants; those located or designated on the plat; those established by construction by Developer as part of the development of Garden Lakes, whether so designated or located or not; and those additional Community Service Systems which may be established from time to time by the Community Association provided that such systems established by the Community Association shall not unreasonably interfere with the use and enjoyment of the Condominium Property by the unit owners in this condominium. All private roads shown on the plat hereof shall be part of the Common Property of Garden Lakes, and are subject to the non-exclusive rights of others in accordance with the Covenants. In addition, there is reserved an easement in gross through all parts of the Condominium except those actually occupied by a Permitted Improvement for the purposes set forth in Article IV of the Covenants, the same being reserved in favor of the Community Association. In addition the Association, on its behalf and on behalf of all unit owners (each of whom hereby appoints the Association as his attorney in fact for this purpose) shall have the right to grant additional access, utility service or other easements, or to relocate existing easements or facilities, in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or for the general welfare of the unit owners, or for the purposes of carrying out any provision of this Declaration or the Covenants, or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the units for their intended purposes. The Association, on behalf of itself and all unit owners (as such owners' attorney-in-fact) shall also have the right to transfer title to utility-related equipment, facility or material to any public utility governed company, governmental agency or the Community Association if same is assuming the obligation to maintain such equipment, facilities or material. Bills of sale may be granted for items of personal property owned or by the Association. Furthermore, the Association shall have the authority to take any other action on behalf of itself and all unit owners, as their attorney-in-fact, to satisfy the reasonable requirements of any such transferees. All easements hereby reserved shall be deemed expressly reserved and excepted from each and every conveyance, mortgage, lease or other transfer of a unit, or any interest therein, by Developer, even though such specific reservation and exception is not mentioned therein. Developer may assign the easements or reservation rights hereunder, or include same in additional development plans. The private roads and water management system and such other Community Service Systems as may now exist or hereafter be established shall be for the benefit and use of all owners and occupants within Garden Lakes, their guests, invitees and licensees, and, where applicable, for the use and benefit of any and all emergency vehicles. Any easement reserved herein may be exercised or assigned by Developer during the time it or its assigns is developing Garden Lakes. The Developer, during such time, and the Association thereafter shall be deemed to have full right and authority on behalf of the unit owners to grant such easements, licenses and rights as may be necessary for the Community Association to carry out the establishment and operation of Community Service Systems and to meet the other objectives contained in Article IV of the Covenants.

6.8 Developer: Until such time as Developer has completed the Condominium and sold all of the units contained within the Condominium Property, easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required, convenient or desired by Developer for the development of the Condominium and the sale of the units. Likewise, such easements are also reserved to the Developer for the development of adjacent lands.
not part of the Condominium Property, which is or may be a part of Garden Lakes. Neither the unit owners nor the Association shall interfere in any way with such completion and sale. Pursuant to Section 6.7, Developer reserves unto itself, its successors and assigns the right to grant easements over any of the common elements to be used for any other Component Community within Garden Lakes, or as part of the Common Property or any Community Service System operated by the Community Association. For as long as there are any unclosed units within Garden Lakes, Developer and its designee shall have the right to use any units and common elements in order to establish, modify, maintain and utilize, as it determines appropriate, model apartments and sales and other offices. Without limiting the generality of the foregoing, Developer and its designees may show model units and the common elements to prospective purchasers and tenants of units, erect on the Condominium Property signs and other promotional material to advertise units for sale or lease and take all other action helpful or useful for sales, leases, promotion and administration of the Condominium and the Garden Lakes project.

6.9 Adjacent Property: Easements for access, ingress, egress, utilities and drainage are hereby reserved over the private roads of this condominium, and over the utility and drainage easements located herein or otherwise reserved herein to provide access, utilities and drainage to properties adjacent to Garden Lakes that are not a part of Garden Lakes, but which could become a part of Garden Lakes pursuant to Section 2.2(a) of the Covenants.

6.10 Trees: Easements shall exist for the continued existence, growth, maintenance, repair and replacement of trees and other natural plant life, including the canopy and root system, throughout the Condominium Property, whether such tree is located in whole or in part within the Condominium Property, or within an adjacent Component Community of Garden Lakes or upon Common Property of Garden Lakes. No trees primarily located within a given unit may be removed without the consent of the Association, unless such tree is diseased.

ARTICLE VII. Survey, Plot Plan and Graphic Description:
There is attached hereto and made a part hereof a survey, plot plan and graphic description showing the units, common elements and, in some instances, limited common elements, their location and approximate dimensions which, together with this Declaration, is in sufficient detail to identify the units, common elements and limited common elements. Each such Exhibit is or shall be certified to as required by Section 718.104(4)(e), Florida Statutes (1982 Supplement), a part of the Condominium Act. Substantial completion shall be deemed to exist at such time as the surveyor can physically locate and identify unit and common element boundaries as above provided, and said certificate shall not necessarily imply that all Permitted Improvements have been constructed to completion. If at any time the actual physical location of any unit, Permitted Improvement, building or other improvement or easement does not completely coincide with the location, dimensions, configuration, size or relative location of the unit, building, Permitted Improvement or easement as reflected on Exhibit A, or amendments thereto, then the actual physical location shall control, and any such variance shall not be deemed inconsistent with this Declaration and shall be deemed to fall within the easement provisions of Article VI.

ARTICLE VIII. Undivided Shares in the Common Elements:
Each unit shall have as an appurtenance thereto an equal, undivided share in the common elements.

ARTICLE IX. Percentage and Manner of Sharing Common Expenses and Owning Common Surplus:
Each unit and unit owner shall be responsible for the common expenses and own the common surplus in percentages equal to the undivided shares in the common elements from time to time existing, as determined pursuant to Article VIII.

ARTICLE X. Limited Common Elements: The air-conditioning
and heating equipment and systems described in Section 5.8, shall be limited common elements appurtenant to the unit to which they are adjacent or serve. Any fenced or other enclosed garden areas or courtyards adjacent to units shall be limited common elements for the exclusive use of the unit to which they are contiguous. If a paved driveway connects a unit with a private road, the paved driveway, as built originally or as rebuilt or relocated, is and shall be a limited common element reserved for the exclusive use of the unit to which it is contiguous and serves. Limited common elements established by construction shall exist as appurtenances whether or not they are graphically depicted on an exhibit hereto. The exclusive right of use of each such limited common element shall pass as an appurtenance to the unit to which it is appurtenant, whether specifically mentioned or not, and the right to use such limited common element may not be separated from the unit to which it is appurtenant.

ARTICLE XI. Maintenance, Alterations and Improvements:
Responsibility for the maintenance of the Condominium Property and limitations upon its alteration and improvements shall be as provided herein:

11.1 Common Elements and Limited Common Elements: The maintenance, repair and replacement of the common elements, other than limited common elements, shall be the responsibility of the Association, and the expense connected therewith shall be a common expense, except as herein otherwise provided. Any items, improvements or installations, deemed limited common elements pursuant to Article X shall be maintained, repaired and replaced by the owner of the unit to which such limited common elements are appurtenant, at his expense, except as may be provided in Section 11.3.

11.2 Units: The maintenance, repair and replacement of the units, including Permitted Improvements located thereon, shall be the responsibility of the unit owner, at his sole expense, except as provided in Section 11.3. The responsibility of the unit owner shall include, but not be limited to all surfaces, structures, fixtures, equipment, installations, devices, appliances and internal utility services forming a part of the unit or located within the unit boundaries, except as provided in Section 11.3.

11.3 Maintenance of Units by the Association: The Association shall have responsibility for the maintenance, repair and replacement of certain parts of the units and Permitted Improvement as provided in this section.

(a) Lawns and Landscaping: The Association shall maintain, repair and replace the lawn and landscaping within the units, but outside the exterior walls of the Permitted Improvements, excluding, however, any landscaping within a substantially enclosed courtyard or terrace.

(b) Exterior Surfaces: The Association shall maintain the exterior surface of the structural walls of the Permitted Improvements, including decorative or functional shutters, walls or fences, exterior surface of outside doors, facia, soffits and eaves. The Association's responsibility is limited to periodic cleaning, painting and staining of such exterior surfaces, and the making of routine minor repairs associated with such periodic cleaning, paint and staining.

(c) External Utility Services: The Association shall also be responsible for the maintenance, repair and replacement of all installations, equipment, fixtures, devices and appliances for the furnishing of external utility services that may be located within a unit but which serve any part of the Condominium Property other than the unit within which such facility is located.

(d) Limitation: Nothing contained herein shall obligate the Association to maintain the interior of any exterior walls, doors, windows, glass in windows or doors, screens, roofs or
any conduit, duct, plumbing, wiring or other facility for the furnishing of internal utility services to a unit, all of which shall be the responsibility of the unit owner under Section 11.2.

All costs of the Association carrying out its maintenance responsibilities under this Section shall be a common expense. As a guide to the interpretation of this Section, and the resolution of any dispute between a unit owner and the Association hereunder, it is the purpose of this Section to assure to all unit owners that all visible portions of the units and the Permitted Improvements thereon shall be maintained in a uniform manner in a good state of repair, thereby better assuring the attractiveness and value of the Condominium Property as a whole. This Section is predicated upon the belief that such level of maintenance can best be assured if it rests with the Association as a common expense. It is not the purpose hereof, however, to relieve the unit owner of his underlying responsibility for maintenance of the Permitted Improvements located upon his unit except as may be herein specifically provided.

11.4 Incidental Damage: Any damage to any unit caused by or a result of, the carrying out of the maintenance responsibilities of the Association, or the negligence thereof, shall be repaired promptly by the Association as a common expense. Any damage to any part of the common elements or any unit caused by or the result of any intentional or negligent act of a unit owner, his family, agents, contractors, invitees or licensees, or by such unit owner in carrying out his maintenance responsibilities shall be repaired promptly at the expense of such unit owner.

11.5 Failure to Maintain: The Association and its agents may enter any unit upon reasonable notice and during reasonable hours to inspect such unit, and if a unit owner has failed to maintain or repair or reconstruct his unit or Permitted Improvements as required hereby, after notice the Association may perform such maintenance and make such repairs or reconstruction that the unit owner has failed to perform and make. All costs of such maintenance, repairs or reconstruction shall be assessed to the particular unit owner as a special assessment and may be collected and enforced in the same manner as any other assessment. Until so collected, such costs shall be treated as a common expense. The Association may, in its discretion, establish uniform levels of maintenance and upkeep for units and Permitted Improvements, and may rely upon such standards in carrying out its responsibilities hereunder. Without limiting the generality of the foregoing, the Association may require unit owners to have roofs cleaned periodically as needed, and driveways sealed. Any unit owner aggrieved by a decision of the Association to proceed under this Section may, after receipt of notice from the Association of its intent to proceed, appeal same to the Architectural Review Committee, whose decision shall be final. Failure to appeal within ten (10) days of receipt of such notice shall be deemed a waiver of objections and consent to the performance of such maintenance and repair by the Association, and consent to the assessment of the cost thereof.

11.6 Alterations and Improvements:

(a) To Common Elements and Limited Common Elements: After the completion of the Improvements included in the common elements and limited common elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no substantial alteration or further improvement in the common elements or limited common elements without the approval in writing of the owners of not less than 75% of the units in the Condominium. Any such alteration or improvement which is so approved by such requisite majority of owners as provided herein shall not interfere with the enjoyment by any unit owner, without his specific consent. No portion of the cost of such alteration or improvement shall be assessed against any unit owner who did not approve of such alteration in writing. The total cost of any such alteration or
improvement so approved shall be assessed against and paid by those unit owners who approved of such alteration or improvement, in proportion to their ownership interests under Article VIII. Any alteration or improvement made under the provisions of this section shall not result in any change in the undivided interests or rights of the unit owners in the common elements, notwithstanding non-contribution by certain unit owners to such alteration or improvement. Nothing contained in this section shall be deemed to require such written consent for maintenance, repair or replacement of existing common element facilities and improvements, nor shall the provisions hereof extend to betterments, as provided in the By-Laws. Notwithstanding the non-liability of owners not approving of such alterations or improvements for the cost of same, all unit owners shall be liable for the common expense of maintenance of the common elements as so altered or improved, whether or not they approve of the alteration or improvement. Unit owners shall not enclose, paint or otherwise decorate, alter, landscape or change the appearance or structure of any part of the common elements and limited common elements except as may be herein specifically authorized.

(b) To the Units: Except as otherwise reserved by the Developer, no unit owner shall make any alteration or improvement to his unit except in accordance with this section. A unit owner may make alterations and improvements to the interior of the Permitted Improvements located upon his unit, so long as such alterations or improvements do not impair the structural integrity of any part of the two-family building of which such dwelling forms a part, including but not limited to interior load bearing walls, partitions or columns, or any other structural elements in which easements exist under Section 6.6. A unit owner may not expand, enlarge, reorient or add to the Permitted Improvement originally located upon his unit. Any other alterations or improvements to a unit may be made only if prior approval in writing is obtained from the Association in accordance with the Architectural Review Provisions hereof. If an owner has received written approval, then the unit owner may make such alteration or improvement at his sole expense, provided that all work shall be done solely in accordance with such approval and without disturbing the rights of other unit owners or the Association, and provided further that all alterations or improvements shall be in compliance with all existing and applicable governmental codes and regulations, and does not cause any increase in any insurance premium to be paid by the Association.

ARTICLE XII Assessments: The Association shall have the authority to make, collect and enforce assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and the By-Laws:

12.1 Common Expenses: Each unit owner shall be liable for a share of the common expenses, as provided in Article IX. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and shall establish assessments against unit owners to meet such estimate. Should the Association, through its Board of Directors, determine at any time that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional or supplemental assessments to meet such needs and obligations of the Association. Common expenses may include amounts attributed or apportioned to the Condominium pursuant to this Declaration.

12.2 Special Assessments: The Association, through its Board of Directors, may from time to time levy special assessments against units. Such special assessments may include, but shall not be limited to, assessments against individual unit owners for costs and expenses incurred by the Association in fulfilling obligations of such unit owner as provided herein. Special assessments may also include alteration or improvements to the common elements, approved as provided in Article XI, costs of repair and reconstruction as
provided in Article XVI, and may include substantial, non-recurring items of expense incurred or to be incurred by the Association for maintenance, repair or replacement that is the responsibility of the Assessment, or for betterments, or any other item of cost or expense for which collection by special assessment is provided herein. Special assessments may also include amounts due the Association from unit owners for services or materials requested by the unit owner and purchased through the Association on behalf of the unit owning requesting such service or material.

12.3 Reserves: As part of its authority to make assessments, the Association, through its Board of Directors, may establish reasonable contingency reserves for the protection of the members and the Condominium Property including but not limited to reserves for replacements and repair, operating reserves to cover deficiencies in collection and otherwise.

12.4 Payment of Assessments: Ordinary, regular or annual assessments for common expenses shall be established annually, and be due and payable quarter-annually in advance on the first day of January, April, July and October of each year. All additional, supplemental or special assessments shall be payable in such installments and at such times as may be fixed by the Association at the time of the establishment of such assessment amount. All assessments and installments thereof paid on or before ten days after the day on which same shall become due shall be paid on or before ten days after the day on which same shall become due shall be paid at the rate of interest, but all sums not so paid within such ten day period shall bear interest from the date originally due until paid at the rate of 15% per annum. All payments on account shall be applied first to interest, and then to the assessment payment first due. If any assessment or installment thereof remains unpaid thirty days after the same shall become due, the Board may declare the entire remaining amount of such annual assessment or supplemental or special assessment, as the case may be, due and payable in full as to the delinquent unit owner.

12.5 Lien for Assessments: The Association shall have a lien against each Condominium parcel for any unpaid assessments, with respect thereto, or against the unit owner thereof, and for interest thereon, as provided by the Condominium Act. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording a claim of lien stating the description of the unit or the owner thereof, the amount due and the date when due, in the Public Records of Miami-Dade County, Florida, and said lien shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a record satisfaction of such lien. Liens for assessments may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien. If an institutional first mortgage shall obtain title to a unit as a result of a foreclosure of a first mortgage, or as a result of a conveyance in lieu of foreclosure of such first mortgage, then such institutional mortgagee shall not be liable for assessments pertaining to such unit or Condominium parcel which became due prior to the acquisition of title by said institutional mortgagee, except for such assessments as are secured by a claim of lien recorded prior to the recording of such institutional mortgage. Such unpaid share of common expenses or assessments shall be a debt to be common expenses collectible from all unit owners, including the person or institutional acquiring title to such unit through such foreclosure or a conveyance in lieu of such foreclosure, its successors and assigns. Nothing contained herein shall relieve a unit owner from responsibility for such unpaid share for the period of time he owned such unit, and same may be collected by suit for damages. An institutional mortgagee acquiring title to
a Condominium parcel as a result of a foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, be excused from the payment of the share of expenses and assessments attributable to such unit, whether or not such parcel be occupied.

12.6 Developer's Obligation to Pay Assessments: Except as provided in Section 12.5 and in this section, no unit owner may be excused from the payment of his proportionate share of the common expenses and other assessments, unless all unit owners are likewise excused from such payment. As authorized by Section 718.116(8)(b) of the Condominium Act, the Developer or its successors in interest as Developer, shall be excused from the payment of its share of common expenses for those units owned by it and in all other respects during the period of time that it shall guarantee the assessment for common expenses of the Condominium (imposed upon unit owners other than Developer) shall not increase over a stated amount per month per unit, and obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at guaranteed levels receivable from other unit owners. Developer's guarantee of assessments as aforesaid shall commence upon recordation of this Declaration and shall terminate when control of the Association is relinquished in accordance with Section 14.3. Developer's guarantee shall be applicable to assessments made under Sections 12.1 and 12.2 of this Declaration, except such guarantee shall not relieve a unit owner from liability for any special assessment for betterments or improvements to which such unit owner has consented, or for services or materials for which he has subscribed or for liabilities or obligations such unit owner has failed to meet and for which a special assessment may be assessed.

12.7 Certificate of Unpaid Assessments: Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his unit. The Association shall, as part of its review procedure for the transfer of units pursuant to Article XXI, automatically include such certificate when issuing any approval. The Association may condition approval to the transfer unit upon the payment of any delinquent assessments with respect to such unit.

ARTICLE XIII. Association: The operation of the Condominium shall be by Garden Lakes Villas 1 Association, Inc., a corporation not-for-profit under the laws of Florida, herein called the Association. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit B, a copy of the By-Laws of the Association is attached hereto as Exhibit C.

13.1 Membership in Association: Each unit owner shall be a member of the Association, and no one who is not a unit owner shall be a member of the Association. Each unit owner agrees that he shall accept membership in the Association and agrees to be bound by this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules and regulations enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership of a Condominium parcel, and may not be transferred separate and apart from a transfer of ownership of the unit. Membership shall likewise automatically terminate upon a sale or transfer of the parcel, whether voluntary or involuntary.

13.2 Voting Rights: Each unit owner is entitled to one vote in the Association. Voting rights and qualifications of voters are more fully set forth in the Articles and By-Laws.

13.3 Authority: The Association shall have all of the powers and authority reasonably necessary to operate the Condominium in accordance with this Declaration, the By-Laws and Articles of Incorporation of the Association, as they may be from time to time amended. The Association shall also have all of the powers, authorities and duties of an Association as set forth in the Condominium Act.

13.4 Limitation Upon 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 latent conditions of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

13.5 Relationship to Community Association: This Condominium is a Component Community of Garden Lakes, pursuant to the Covenants, and each owner of a unit in this Condominium is a member of the Community Association. The Community Association has certain authority and responsibilities set out in the Covenants, including but not limited to the maintenance of Common Property for which the Community Association may establish assessments and shall have a lien upon each unit in this Condominium. This Condominium, however, is and shall remain an independent Component Community of Garden Lakes, and shall be managed and operated by the Association. As provided in the Covenants, and the Articles and Bylaws of the Community Association, the voting rights of the owners of units in this Condominium in the Community Association shall be irrevocably delegated to the Board of the Association, and the members of the Board of the Association shall represent the owners of units in this Condominium at all meetings of the members of the Community Association. As to matters for which a direct vote of all members is required or requested under the Covenants, Articles or By-Laws of the Community Association, the matter shall be submitted to the members of this Association through a satellite meeting, and to each Association operating a Component Community of Garden Lakes, for a vote. The votes actually cast in the numbers cast for and against any proposition shall be binding upon the Board, and shall be reported to and voted in the meeting of the Community Association as such positive and negative votes in the numbers actually voted. In all other matters the members of the Board, as delegate members of the Community Association, shall be free to vote the number of votes that the owners in this Condominium have in the Community Association as they may determine.

ARTICLE XIV. Rights of Developer: Notwithstanding the general provisions of this Declaration, the Developer and its successors or assigns at any time, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Condominium and Garden Lakes. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer, but shall not be deemed exclusive.

14.1 Construction and Maintenance: The Developer, its designees, contractors, successors and assigns, shall have the right in its and their sole discretion from time to time to enter the Condominium property and to take all actions necessary or convenient for the purpose of completing construction and development of the Condominium, and any all parts thereof, or to make any Permitted Improvements to the units allowable or contemplated hereby, and to carry out necessary repair, maintenance and replacement that may be the responsibility of the Developer or of the Association, if the Association fails to do so, or for the purpose of the construction and completion of Garden Lakes, provided that such activity is conducted in a reasonable manner at reasonable times and does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment of the unit owners of the Condominium Property.

14.2 Use and Sale of Units: As provided in Section 12.6, Developer is exempt from the payment of assessments under the conditions therein provided. Notwithstanding anything contained in this Declaration to the contrary, Developer shall have the authority to sell, lease or rent units to any persons approved by it, without
approval of the Association to such transfer. Developer also reserves the right to retain, or sell and lease back, and use as sales offices, promotion and developmental offices and models any units, common elements and limited common elements retained or owned by it, or the use of which has been reserved by the Developer by contract or otherwise. Developer shall have the right to transact on Condominium Property any business necessary to consummate the development of the Condominium and sale of units, including the right to have signs and employees in Developer offices and to use the common elements to show the Condominium Property. The sales office, signs and all other items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. Developer's rights hereunder shall continue so long as it, or its successors or assigns, is actively developing Garden Lakes.

14.3 Control of Association: Developer reserves the right to maintain control of the Association under the Condominium Act and in accordance with this section. Unit owners other than developer shall be entitled to elect not less than a majority of the members of the Board upon the earliest to occur of the following events:

(a) Three years after fifty percent (50%) of the units that will be operated by the Association have been conveyed to Purchasers; or

(b) Three months after ninety percent (90%) of the units that will be operated by the Association have been conveyed to Purchasers; or

(c) When all units that will be operated by the Association have been completed, some of them have been conveyed to Purchasers and none of the others are being offered for sale by Developer in the ordinary course of its business; or

(d) When some of the units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of its business.

Developer reserves the right to transfer Association control to unit owners at any time. Provisions for the right of units owners to elect members of the Board while the Developer is in control, and provisions relating to Developers right to designate members of the Board after it has relinquished control as set forth in the By-Laws.

14.4 Amendments to Declaration and Other Documents: Developer reserves the right to amend this Declaration, the Articles or By-Laws of the Association, to correct scrivener's errors in such documents or errors in the exhibits or to amend exhibits hereto to conform to post construction survey of the common elements and units, such amendments to be made without the necessity of joinder therein by any unit owners, the Association or the holder of any mortgage or other lien on any part of the Condominium Property. Amendments that contain exhibits revised to conform to post construction surveys need not contain the joinder of the owners of affected units and liens thereon if such post construction, or "as-built" surveys only reflect a non-substantial adjustment in the location, configuration or size of one or more buildings or the location, configuration or size of one or more units, with concomitant alteration of common elements. Until such time as Developer has transferred complete control of the Association to the members pursuant to Section 14.3, Developer may amend this Declaration, the Articles and the By-Laws in any manner not expressly prohibited herein or by the Condominium Act without approval of the Association, any unit owners or any mortgagee or other lien holder, provided that such amendment does not, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of unit owners who do not consent in writing. Execution and recording of any amendment by Developer pursuant hereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of unit owners who did not join in or consent to such execution, and any
such amendment shall be effective unless subsequently rescinded. Such amendments may alter the location, configuration or size of any unit if the record owner of such unit and any liens thereon joins in the execution thereof. No such amendment shall, however, change the configuration or size of any unit not owned by Developer in any material fashion, or materially alter or modify the appurtenances to any unit not owned by Developer, or change the percentage by which the owners share the common expense and own the common elements except with the consent of all affected unit owners of record and all record owners of mortgages or liens thereon. Such amendment by Developer shall be in addition to the authority granted the Board to amend pursuant to Section 24.5. Any ownership interest, mortgage or other interest in any unit shall attach to such unit as same may be relocated, reconfigured or resized by amendment pursuant hereto without the necessity of any modification or correction of such mortgage or other instrument creating such interest, and the mortgage, ownership or other interest shall attach solely to the unit as so relocated, reconfigured or resized without the necessity for any conveyance or release of any interest as to those portions of the Condominium Property within the unit as previously located, configured or sized.

14.5 Right of Transfer: Developer reserves the right to transfer to the Community Association as Common Property thereof, or as a Community Service System, any private roads, streets, drives, paths, rights-of-way or easements shown on Exhibit A, as it may be amended, forming a part of the Condominium Property and used by the unit owners of this Condominium and owners or residents of units within Garden Lakes for a period of seven (7) years from the date of recordation of this Declaration. In addition, Developer may transfer and grant to the Community Association all such easements, licenses, rights, reservations, uses, equipment, facilities, fixtures, appliances, equipment and installations located within the Condominium Property that may be reasonably used or useful as Common Property or as a part of a Community Service System operated by the Community Association pursuant to the Covenants, such rights to exist for a period of seven (7) years from the date of recordation of the Declaration. Such rights shall be paramount to the rights of the Association, the unit owners and the owners of any mortgage or other lien on any part of the Condominium Property, and Developer, its successor and assigns, may execute such instruments as may be necessary or desirable to effect such transfer or designation as Common Property without the joinder or consent of the Association, any unit owner or any such mortgagee or lien holder.

14.6 Other Reservations: Developer reserves any other rights, privileges, immunities and exemptions provided it by the terms of this Declaration, the Articles or By-Laws of the Association or the Condominium Act.

14.7 Non-Amendment: This article shall not be amended without the written consent of the Developer, so long as Developer holds any units for sale, nor shall Section 14.5 be amended without such consent until seven (7) years after the date of recordation of this Declaration.

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

15.1 Authority to Purchase: The Association shall have the authority and the responsibility to insure the common elements and limited common elements. The Association shall have the authority as herein provided to insure the units and Permitted Improvements located thereon and therein. The Insurance shall insure the interest of the Association and all unit owners and their mortgagees, as their interest may appear. The named insured shall be the Association individually, and as agent for the unit owners without naming them, and as agent for their mortgagees. All premiums and charges for insurance which the Association is
authorized or directed to acquire pursuant to this Declaration shall be deemed a common expense.

15.2 Responsibility of Unit Owners: Each unit owner shall be responsible for casualty and liability insurance, at his own expense, upon his unit and the improvements located therein, and upon his personal property and living expenses, and not such insurance shall be provided by Association or be the responsibility of the Association, except as provided in Section 15.3(b).

15.3 Responsibility of the Association:

(a) Common Elements: The Association shall obtain and pay for, as a common expense, casualty insurance upon all buildings and improvements included within the common elements in an amount equal to the insurable replacement value, and coverage for all personal property included within the common elements in an amount equal to its insurable replacement value, all as shall be determined annually by the Board of Directors of the Association. The Association shall also insure tangible personal property owned by it. Coverage shall afford protection against loss or damage by fire or other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings and improvements and property similar in construction, location and use as those covered by the Association, including but not limited to, vandalism, and malicious mischief. In addition, the Association shall obtain and pay for, as a common expense, public liability insurance coverage for the common elements and limited common elements of the Condominium, in such amounts and in such coverage as may from time to time be determined by the Board of Directors of the Association. Such policy or policies shall have cross liability endorsements to cover liabilities of the unit owners as a group to a unit owner. The Association shall also carry workman's compensation insurance in an amount sufficient to meet the requirements of Florida law, and such other insurance in such other amounts as the Board of Directors shall from time to time determine to be desirable.

(b) Permitted Improvements: Notwithstanding that Permitted Improvements are located within units, because each Permitted Improvement is a two-family structure, a part of which is located within two different units, and further because there is a community of interest within the Condominium to assure to all unit owners that proper insurance is maintained with respect to the Permitted Improvements, the Association shall have the exclusive authority and responsibility as herein provided to obtain casualty insurance upon the Permitted Improvements. Such authority is deemed necessary to assure that each owner of the Permitted Improvements which he owns will be adequately insured, and that all Permitted Improvements can and will be reconstructed or rebuilt in accordance with the original development plan after damage, so that the value and appearance of the units within the Condominium will be continued and enhanced. Accordingly, the Association shall purchase and keep in force, as agent for the unit owners and their mortgagees, casualty insurance covering the Permitted Improvements in the Condominium. Such insurance, which may be in the form of one or more master policies or individual policies on each structure, or any combination thereof, shall be in a company or companies authorized to do business in Florida and in good standing with the State of Florida, as selected from time to time by the Board. Such insurance shall afford protection against loss or destruction by fire, or other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the Permitted Improvements, including but not limited to, vandalism and malicious mischief and other types of insurance that may from time to time be required to obtain institutional financing. The casualty insurance obtained by the Association for the Permitted Improvements shall insure all items deemed a part of the building under Section 718.111(9)(b) of the Condominium Act as it presently exists. Such
hazard insurance shall also include any portions of internal utility services physically located outside a Permitted Improvement, whether within or without a unit, and those portions of air conditioning and heating systems serving the Permitted Improvements, wherever located. Such casualty insurance obtained by the Association for the Permitted Improvements need not, however, insure carpet, appliances, cabinetry or interior finish of the Improvements, unless the Board deems it in the best interest of the unit owners. The Board shall advise unit owners from time to time of the elements of the Permitted Improvements, if any, which are not insured by the Board. The Association shall not insure personal property or living expenses or public liability insurance with respect to the Permitted Improvements, all of which shall be the responsibility of the unit owner as provided in Section 15.2. All such insurance obtained by the Association shall be in an amount equal to the maximum insurable replacement value of each Permitted Improvement and be for the benefit of the Association, the unit owners owning an interest in such Permitted Improvement and their mortgagees, as their interests may appear. The premiums and charges for such insurance shall be paid by the Association as a common expense.

Each unit owner shall have the right, at his expense, to secure insurance against casualties not covered by policies obtained by the Association and to require that the Association obtain on his behalf coverage in amounts greater than that obtained by the Association, subject to the maximum limitations imposed by the insurance company or companies writing such insurance. The Association shall notify each unit owner on or before each renewal date of the company or companies, hazards covered and amount of insurance with respect to the improvements to his unit, and shall furnish the unit owner with the policy or policies, or a duplicate thereof, or certificate of such insurance. At any time upon written request of a unit owner, the Association shall obtain increased limits as herein provided and limited, and the additional cost thereof shall be billed to and collected from the unit owner as a special assessment.

15.4 Association as Agent: The Association is irrevocably appointed agent for each owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided that no claims relating to any damage or destruction to a Permitted Improvement for which the Association has purchased insurance pursuant to Section 15.3(b) shall be settled without the written consent of the unit owner or owners who have been damaged or destroyed and the owners of any institutional mortgages thereon. The Association may adjust claims against it covered by insurance policies purchased by the Association; provided, however, that no liability claims in which there is liability asserted against any one or more unit owners shall be settled without the consent of such unit owner or owners.

15.5 Mortgagees: So long as any institutional mortgagee shall hold a first mortgage upon a unit in the Condominium, the primary institutional first mortgagee shall have the right to obtain and pay for such policies and shall thereupon be subrogated to the assessment and lien rights of the Association for the premiums so paid. This section shall be construed as a covenant for the benefit of, and may be enforced by, any institutional mortgagee. Any mortgagee in 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 to repair, replace or restore the property subject to the mortgage lien. However, nothing contained herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amount actually used for repair, replacement or reconstruction of the property subject to the mortgage be distributed to the mortgagee and
the unit owner as their interest may appear. The owner and the holder of any institutional first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld. Nothing contained herein shall permit such mortgagee to require such rebuilding or reconstruction that would otherwise violate the provisions of Declaration.

15.6 Payment of Proceeds: Proceeds of insurance carried by the Association pursuant to this Article shall be payable to the Association or an insurance trustee, as determined hereunder. Proceeds with respect to damage to a Permitted Improvement shall, upon written request of the owner of any unit affected or an institutional first mortgagee of any such unit, or at the election of the Association, be paid to an insurance trustee in accordance herewith. (A unit shall be deemed "affected" if the damaged Permitted Improvement is a structure located at least in part upon or within such unit.) The insurance trustee shall be an institution possessing trust powers having an office in Manatee County, Florida, which shall be selected by the Board. Proceeds shall be held by the Association or insurance trustee, as the case may be, in trust for the benefit of the Association, affected unit owners and mortgagees as their interest may appear, and shall be used and disbursed in accordance with Section 15.7. The insurance trustee shall not be liable for payment of premiums nor for the renewal or sufficiency of the policies or the failure to collect any insurance proceeds. The duties of the insurance trustee shall be only to receive such proceeds as are paid and transferred to it, and hold and disburse the same in accordance herewith.

15.7 Disbursement of Proceeds: Insurance proceeds received by the Association or an insurance trustee shall be used first to pay the expenses and charges of the insurance trustee, if any, and then to defray the cost of repairing, rebuilding and reconstructing the damaged portions of the Condominium, including Permitted Improvements, as provided by Article XVI. Any proceeds remaining after defraying such costs shall be distributed to the unit owners and their mortgagees as their interest may appear. It shall be sufficient for any such surplus to be paid jointly to such unit owner and his mortgagee. In making any disbursement hereunder to unit owners and their mortgagees, the insurance trustee may, in the absence of written notice to the contrary, rely upon a certificate of the Association made by one of its executive officers and attested by another officer as to the names of the unit owners, their mortgagees and their respective shares of the distribution and any liens or other charges of the Association against such shares. The provisions of this section shall be Covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

ARTICLE XVI. Reconstruction or Replacement: If any Permitted Improvements are substantially damaged or destroyed, it is the obligation of the owner of the unit or units upon which the damage Permitted Improvements are located to repair, rebuild or reconstruct the Permitted Improvements as soon after the casualty as practical. All repair, replacement and reconstruction must be in substantial conformity with the original plans, dimensions, location, materials, design and appearance of the damaged or destroyed Permitted Improvements. Such repair, replacement or reconstruction must be in accordance with plans and specifications approved pursuant to Article XVII, and must result in a structure substantially the same in size, location and appearance as the Permitted Improvement that was damaged or destroyed.

16.1 Variances. With approval of the Architectural Review Committee, a unit owner may rebuild with a different interior floor plan from that originally located on the unit, and the plans and specifications may vary to conform with new provisions of applicable building codes, take advantage of new materials not inconsistent
with the character of the Condominium, and exhibit minor deviation from the original structure, so long as the intent of the Declaration is not violated.

16.2 Liability For Assessments: Notwithstanding damage or destruction of the improvements to a unit, the unit owner shall remain liable to the Association for all assessments in connection with such unit. Such liability shall continue unabated, even though such unit is not for occupancy or habitation or even though Permitted Improvements to such unit have not been reconstructed. In addition to liability for other assessments, such unit may be liable for special assessments in connection with said unit in accordance with the provisions of this Article. In connection with any reconstruction or repair undertaken by the Association pursuant to this Article, the Association may, if the Board deems it advisable, borrow funds to complete such work, and assign as collateral therefor the assessment and lien rights of the Association with respect thereto and, if the Association has purchased a unit, grant a mortgage on such unit to secure a loan advanced for such purposes.

16.3 Removal of Debris: As soon as practical after damage or destruction, the unit owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the unit no later than 30 days after the date upon which the casualty occurred. Provided, however, that nothing shall be removed that will violate the provisions of Section 6.7.

16.4 Obligation to Rebuild: If any Permitted Improvement is substantially damaged or destroyed, it is the obligation of the owner or owners of the unit or units on which said Permitted Improvement is located, to repair, rebuild or reconstruct such Permitted Improvements in accordance with this Article. For the purposes of this Declaration, the term "substantially damaged" and similar terms shall mean that damage has occurred to such an extent that it is visible from the exterior of the improvements; it has weakened or damaged load bearing walls or otherwise impaired the structural integrity or stability of the improvement; the building is no longer weather tight; the improvement is not habitable; or the damage is sufficient to make the improvement in violation of applicable governmental housing codes. In all events, an improvement shall be deemed substantially damaged if the estimated cost of rebuilding, repairing or reconstructing such improvement exceeds 14% of the replacement value of such improvement. In the event of any dispute over whether or not there has been substantial damage, the Association shall have the right to make or cause to be made an inspection, and the Architectural Review Committee may make a determination that such substantial damage has occurred, which determination shall be final except for the appeal procedure provided in Section 17.5.

If the unit owner does not effect such restoration within the time limits hereafter set forth, the Association has the right and obligation to restore or complete the restoration of such Permitted Improvements. The cost of such restoration shall be paid first from the proceeds of insurance received with respect to such improvement, and to the extent such proceeds may be insufficient, by the unit owner. Upon failure of the unit owner to provide additional funds needed to complete such restoration, the Association shall provide such funds and collect all amounts so paid by special assessment against the unit and unit owner. If the Association restores an improvement it shall effect such restoration so that the restored structure is substantially identical to the one damaged or destroyed, except that the Association shall not replace any items which are not covered by insurance. If a unit owner commences restoration under plans approved under Article XVII, but fails to complete restoration, then the Association shall complete restoration according to the approved plans and specifications submitted by the unit owner.

16.5 Failure to Rebuild: A unit owner shall, within 30
days of the date of the casualty notify the Board in writing of his
intention to rebuild or reconstruct. Failure to so notify shall be
deprecated evidence of such unit owner's intention not to rebuild or
reconstruct. Such unit owner shall initiate architectural review
for such rebuilding or reconstructing within 30 days after such
notification, and shall commence rebuilding or reconstruction within
60 days after final approval and prosecute same to completion. If
for any reason the unit owner does not initiate Architectural
Review, commence or diligently pursue rebuilding or reconstruction
within the time limits established by this section, then he shall be
deemed to have elected not to rebuild and the Association shall have
the rights and duties hereinafter specified.

16.6 Association Rights and Responsibilities: If a unit
owner shall fail to comply with any of the provisions of this
Article, whether concerning the removal of debris, a restoration of
improvements or otherwise, then the Association may perform such
acts as are the responsibility of the unit owner, and the cost of
same as to the extent insurance proceeds are not available shall be
treated initially as a common expense, but charged against the unit
owner as a special assessment, collectable and enforceable by lien
and otherwise as generally provided for assessments. Restoration by
the Association shall be as otherwise provided in this Article. In
addition, as provided in Section 16.2, the unit owner shall remain
responsible for all other assessments in the same manner as if such
damage or destruction had not occurred. The Association shall have
the right, but not the obligation, to purchase the unit so damaged
from the unit owner, to hold it for a reasonable period of time, to
resell it, and to cause the improvements thereon to be rebuilt or
reconstructed in compliance with the terms of this Declaration, and
then to resell such unit. During the time that the Association
shall own the title to any such unit, the assessments attributable
to such unit shall be paid by the Association as a common expense of
all units.

16.7 Extensions of Time: Upon written application of a
unit owner, any of the time periods set forth in this Article may be
extended by the Board of Directors for good cause shown; provided,
however, that the aggregate extension of time permitted hereby shall
in no event exceed 90 days.

ARTICLE XVII. Architectural Review: Although the units in
the Condominium are in land, each unit has Permitted Improvements
upon it, the design and construction of which are fundamental to the
character of the Condominium. In order to assure that the
architectural character and quality of the Condominium is continued,
yany unit owner desiring to make any significant alteration to his
unit or Permitted Improvements must do so only in strict accordance
with approvals granted after Architectural Review. Architectural
Review shall be applicable as provided in this Article, and where
otherwise provided in this Declaration.

17.1 Architectural Review Committee: For the purposes of
carrying out the Architectural Review process, there is hereby
established an Architectural Review Committee. The Architectural
Review Committee shall consist of not less than three nor more than
seven members, and shall initially consist of three (3) persons.
Each member of the Architectural Review Committee shall be appointed
by the Board. A member of the Architectural Review Committee may
also be a member of the Board, and if the Board determines it may
sit as the Architectural Review Committee. Members of the
Architectural Review Committee shall serve for terms established by
the Board. Until the Developer transfers control of the Association
to the unit owners, the Developer shall serve as the Architectural
Review Committee. The composition of the Committee, procedures for
selection of chairman and other matters internal to the operation of
the Architectural Review Committee shall be as provided by the
By-Laws.

17.2 Architectural Standards: The Architectural Review
Committee may, from time to time, adopt and promulgate architectural
standards for the Condominium community. The architectural standards may not be contrary to the provisions of this Declaration or the By-Laws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Condominium. All architectural standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals.

17.3 When Architectural Review Required: Architectural review shall be required in each of the following circumstances:

(a) Alteration: Whenever any alteration or improvement to a unit is proposed by a unit owner for which architectural review is mandated by Section 11.6.

(b) Maintenance: Whenever any unit owner or the Association proposes to maintain or repair a unit in any manner that will result in the application or use of materials of a significantly different type, shape, color or quality than those originally used in the unit and the improvements thereon.

(c) Reconstruction: Whenever the improvements to a unit have been substantially damaged or destroyed in whole or in part, by casualty or otherwise, and reconstruction plans and specifications are proposed under Article XVI.

(d) Other Circumstances: Whenever otherwise provided for by the Declaration, By-Laws or rules or regulations adopted pursuant thereto.

17.4 Procedure: When the Architectural Review Committee has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvement, the unit owner or Association may comply with such standards without further approval. In all other situations, there shall be submitted to the Architectural Review Committee a written application setting forth plans, colors, materials and other specifications for the activity for which Architectural Review is required. The Architectural Review Committee may request additional and supplementary information. The Architectural Review Committee shall, within 30 days after receipt of such application and additional information, either approve or disapprove, or approve in part and disapprove in part, the application. The Committee shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval, where required.

17.5 Appeal: Unless the Board is serving as the Architectural Review Committee, any person aggrieved by a decision of the Architectural Review Committee may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a Notice of Appeal in writing with the Board specifying the portions of the decision appealed. Such Notice shall be filed not later than 10 days after the date on which the decision of the Architectural Review Committee is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within 30 days, at which it may affirm, reverse or modify the decision of the Architectural Review Committee. Failure of the Board to act within such 30 day period shall be deemed a decision in affirmation of the party appealing as to the point appealed. For the purposes of this section, an aggrieved party may be the applicant or any three or more unit owners.

17.6 Rules and Regulations; Fees: The Architectural Review Committee may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for Architectural Review. In no event shall the maximum fee for any form of review exceed the sum of $150.00.

17.7 Records: The Association, shall maintain records of
ARTICLE XVIII. Garden Lakes: This Condominium is one of a series of component communities intended to form a part of Garden Lakes. Garden Lakes is a Planned Residential Community that will be developed in sections or stages. The entire area comprising Garden Lakes will be subject to the Covenants, which provide minimum use restrictions for the entire development and provide for a Community Association to administer and enforce the Covenants and carry out the responsibilities set forth therein. This Condominium is a part of Garden Lakes and therefore subject to the Covenants. It is not the intent of this Article to restate the Covenants, or the Articles or By-Laws of the Association. Rather this Article is intended only to summarize portions of those documents, and to outline the relationship of this Condominium and the Association to the Covenants, the Community Association and the overall Garden Lakes development.

18.1 Relationship: This Condominium is a separate Condominium established under the Condominium Act, and shall be managed and operated by the Association as herein provided. This Declaration, the Articles and By-Laws of the Association and the Condominium Act provide for the rights and responsibilities of the unit owners and the Association with respect to one another, and provide for the operation of this Condominium. This Condominium is located on a property that is subject to the Covenants, and therefore part of Garden Lakes. This Condominium is a Component Community of Garden Lakes.

18.2 Development of Garden Lakes: In addition to this Condominium, Developer plans to develop a Component Community of Garden Lakes to be known as Garden Lakes Village, Section 1, a Condominium. That development shall be similar to this Condominium, except each condominium unit shall have located on it only one single family dwelling structure. While Developer plans that Garden Lakes shall be comprised primarily of a mix of villas and village type condominiums, Developer reserves the right to develop Garden Lakes or any part thereof with other types of condominium developments, as sub-divisions, cooperatives or any other type of development permitted under the Covenants and by applicable governmental land use regulation. The Developer is not obligated to complete all or any part of Garden Lakes, and may modify the size, location or description of any Component Community. Lands intended to be developed as part of Garden Lakes which are not brought under the Covenants may nevertheless enjoy non-exclusive easements over property forming a part of Garden Lakes, including access over private roads located within Garden Lakes.

18.3 Restrictions: The Covenants provide minimum use restrictions for Garden Lakes. The Covenants may provide different restrictions for different portions of Garden Lakes. In addition, the documents establishing each Component Community of Garden Lakes, including this Declaration, may establish additional use restrictions applicable only to the particular Component Community.

18.4 Community Association: The Covenants provide for a Community Association to administer the Covenants and the overall planned community of Garden Lakes. The Community Association will also own, manage and operate certain Common Property for the use and benefit of all owners and residents of Garden Lakes and their guests. Each unit owner in this Condominium shall, upon acquiring ownership of a unit, automatically become a member of the Community Association, and each owner's unit shall be subject to levy of assessments by the Community Association and the right of the Community Association to place a lien on such unit in accordance with the Covenants. Each unit owner in this Condominium shall be deemed to have delegated and granted an irrevocable proxy to the Board for purposes of voting in the Community Association. It is not Developer's intent in so providing to disenfranchise owners in component communities, but rather to facilitate meetings of the Community Association by limiting active voting upon issues.
presented to Board Members of the associations operating component communities. The Covenants provide that upon certain matters a vote must be taken within this Condominium. In such instances the Board must report those votes in the same numbers cast to the Community Association.

18.5 Community Association Duties: The Community Association will enforce the Covenants, own, manage and operate the Common Property and shall be responsible for the maintenance, repair and replacement of the primary recreational facilities for Garden Lakes, and shall maintain the private roads within Garden Lakes and its Component Communities. (Certain limited private roads may be located in Garden Lakes. Limited private roads shall, if so designated in the Component Community documents, be maintained by the Association operating the Component Community in which such limited private road is located. All roads shall be deemed private roads unless specifically designated limited private roads.) The Community Association shall likewise be responsible for storm water management throughout all Garden Lakes, including this Condominium, and certain rights, easements and licenses are reserved herein in favor of the Community Association and in favor of Developer, some of which may be assigned or transferred to the Community Association. The Community Association may also establish additional systems designated Community Service Systems under the Covenants, which shall be broadly construed and include materials, systems and systems beneficial to all of the owners and residents of Garden Lakes. Certain Community Service Systems, such as storm water management, recreational facilities, roads, utility easements and street lighting shall be operated and furnished by the Community Association on a mandatory basis. Other Community Service Systems may be offered on a voluntary basis either to individual unit owners within Garden Lakes or to individual associations operating Component Communities. Examples of optional Community Service Systems, which should not be considered to be exclusive, would be pest control service offered to individual unit owners by the Community Association at a bulk rate, and lawn maintenance services or accounting or other administrative support programs offered to Associations operating Component Community on an optional basis. It is the intent of this Declaration and the Covenants that individual unit owners and Component Associations may be provided the option of taking advantage of economies available through the Community Association, while at the same time assuring that certain fundamental services best performed by the Community Association shall be the obligation of the Community Association pursuant to the Covenants.

18.6 Assessments and Lien Rights: The Community Association, through the Covenants, has the authority to levy assessments against unit owners in this Condominium and the owners of residential units in other Component Community of Garden Lakes for the defrayal of common community expenses, including but not limited to the maintenance, repair and replacement of the Common Property and the carrying out of obligations to own, manage or operate mandatory Community Service Systems. The Community Association may, but is not obligated to, delegate collection responsibility to the Associations operating Component Communities. The Community Association also has the authority to levy special assessments against unit owners and units in this Condominium to reimburse the Community Association for costs in bringing such owner or unit into compliance with the Covenants. Such lien rights also exist for improvement assessments approved under the Covenants, and for service assessments for services or materials obtained by the Community Association for the use and benefit of a particular unit owner or his unit at his request.

18.7 Private Roads: Access to and through this Condominium from public roads is over private roads which are to be maintained by the Community Association as a common expense of all of Garden Lakes. The common elements of this Condominium may include fee simple title to such private roads, subject to easements, or may include only perpetual non-exclusive easements over such roads, or a
combination thereof. As private roads are extended through Garden Lakes, the owners of units in this Condominium and their guests shall under the Covenants have easement rights in all private roads in Garden Lakes. Under the Covenants the unit owners in this Condominium shall be required to contribute to the maintenance of all private roads in Garden Lakes. The private roads shown on the plat of this Condominium are declared Common Property under the Covenants.

18.8 Reservations: Developer establishes and hereby reserves for itself and the Community Association, such easements, licenses and rights over, through and under the Condominium property as may be reasonably necessary or desirable for the establishment and maintenance of any Community Service System. Such easements shall, as provided in Section 6.7, be in gross through all parts of the Condominium property other than those actually occupied by Permitted Improvements, provided that the establishment of same does not unreasonably interfere with the operation of the Condominium or the use of the Condominium property for the purposes for which it was intended. By way of example only, it is intended that pursuant to this Section and Section 6.7 the Developer may construct and designate bike paths through the common elements of this Condominium as a Community Service System and may establish drainage systems which are likewise so designated. In addition, the Community Association may establish, locate and maintain cable television or other electronic signal transmission lines through the Condominium property.

ARTICLE XIX. Reserved: this article is intentionally omitted and hereby reserved for additional provisions that may be added by amendment.

ARTICLE XX. Protective Covenants: In accordance with this Declaration, the use of the Condominium Property shall be in accordance with the following protective Covenants and use restrictions.

20.1 Use and Occupancy of Units: Each unit shall be used and occupied for single-family, private residential purposes only, except as otherwise expressly provided herein. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed four (4) persons for a two (2) bedroom residential unit forming a part of a Permitted Improvement upon a unit. The Board, however, is authorized and empowered to permit a greater number of persons to occupy a unit upon application of the unit owner if the Board in good faith finds that strict adherence to the limitations of this section would impose a significant hardship upon the applicant. The Board shall administer the authority hereby granted in a fair, uniform and reasonable manner, and in reaching decisions hereunder may take into consideration whether or not the need for occupancy by a greater number of persons than otherwise authorized could reasonably have been foreseen by the unit owner prior to the acquisition of a unit subject to this restriction.

20.2 Common Elements: The common elements shall be only for the purposes for which they are intended, being specifically the use and enjoyment of the unit owners and occupants, their guests and invitees, and for the furnishing of utility services, ingress and egress and recreational facilities for the enjoyment of the unit owners, consistent with the provisions of this Declaration, subject, however, to the easement and other rights created or reserved in favor of other owners, residents and occupants of Garden Lakes or the Community Association.

20.3 Commercial Use: Subject to the Developer's reservation of rights, no part of the Condominium Property shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that the Association shall have the right to provide or authorize such services on the common elements as it
deems appropriate for the enjoyment of the common elements and for the benefit of the unit owners.

20.4 Nuisances: No nuisance shall be allowed upon the Condominium Property, nor shall any practice or use be allowed which is a source of annoyance to the residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. No unit owner shall permit or cause any use of his unit or of the common elements which shall increase the rate or premium of insurance upon any portion of the Condominium Property. Further, no immoral, improper, offensive or unlawful use shall be made of the Condominium Property or of any part thereof and all valid laws, zoning ordinances and regulations of Governmental bodies having jurisdiction thereof shall be observed by all unit owners and by the Association.

20.5 Masts and Antennae: No mast or antenna, or other similar structure, for the transmitting or receiving of radio or television signals shall be erected, permitted or maintained upon the exterior of any building or elsewhere within the Condominium Property except that one or more master antennae may be erected by the Developer, the Association or the Community Association if it is in accordance with the Covenants.

20.6 Leasing: No unit may be leased unless the entire unit is leased to the same tenant, and no part of a unit may be subleased. No unit may be leased for a period of less than four (4) months. New leases terms may not commence more than once in each calendar year. An assignment of a lease by a tenant shall be considered as terminating the existing lease as of the date of assignment and commencing a new lease for purposes of this Declaration. Each lease shall contain the agreement of the tenant to comply with the Covenants, this Declaration and all other agreements and documents governing or affecting the Condominium, and if the lease does not so provide it shall be deemed to include such provision. Each tenant will be jointly and severally liable with the unit owner for any damages to the common elements or other injuries or damage caused by the acts, omissions or negligence of the tenants and those claiming by, through or under him. Such tenant shall likewise be liable jointly and severally with the unit owner for any special assessments levied against the unit arising out of matters occurring during the tenancy of such tenant. All leases shall be subordinate to any lien filed by the Association. Leases must be approved in accordance with Article XXI.

20.7 Recreational Vehicles: No trailer, camper, motor home, boat, boat trailer, canoe, motorcycle, motorscooter, go-cart or other novelty or recreational vehicle or similar equipment shall be permitted to remain upon any portion of the Condominium Property, other than for temporary parking, unless parked in an enclosed garage. Temporary parking shall mean the occassional parking of such vehicles belonging to or being used by owners or their guests for loading and unloading purposes only. All temporary parking shall be restricted to paved drives, carports, garages, parking spaces.

20.8 Other Vehicles: No commercial trucks, vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain upon any portion of the Condominium Property other than for temporary parking. Any truck or van with commercial language on the exterior or commercial advertising displayed from the vehicle shall be deemed a commercial vehicle. Temporary parking as to commercial vehicles shall mean the parking of such vehicles while being used in the furnishing of services to the unit owners, Association or Community Association. As to any commercial vehicle owned by a unit owner or guest of a unit owner, temporary parking shall refer to the occassional parking required for loading and unloading purposes only. Non-commercial trucks, vans, and van type campers may be permitted only if parked in an enclosed garage, and such vehicles shall not be parked upon any driveway, common element or limited common element. No vehicle shall park on a private road or limited
private road, or any grass or landscaped area within the Condominium. No unit owner may park or store more than two permitted vehicles per unit within the Condominium other than for temporary parking. This provision shall not be considered as restricting the parking of permitted vehicles belonging to occasional transient guests of unit owners or residents.

Commercial trucks and vans may be permitted to be parked within enclosed garages only upon express prior approval of the Board, which shall exercise its authority in a fair and equitable manner. The Board may distinguish between commercial vehicles permitted and those which are not by length, weight, height, appearance, condition and extent of advertising display.

20.9 Animals: The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any unit or upon the common elements, except that the keeping of small, orderly domestic pets, (e.g. dogs, cats, or caged birds) not to exceed one (1) per unit without the approval of the Board is permitted, subject to the rules and regulations adopted by the Board; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided further, that any such pet causing, creating or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the condominium property upon ten (10) days written notice from the Board to the owner or other person responsible for such pet and the owner of the unit in which such person resides, if the owner is not also the person responsible for such pet. Such pets shall not be permitted upon the common elements unless accompanied by a person responsible for such pet. The Board may adopt rules requiring such pets either be carried or leashed. Any unit owner or other resident who keeps or maintains any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association, each unit owner and the Developer free and harmless from any loss, claim or liability of any kind or character of whatever arising by the keeping or maintaining of such pet within the condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board may establish reasonable fees for registration of pets, not to exceed the reasonable costs incurred by the Association resulting from the presence of such pets and the administration of this Section. Further provided by the regulation of the Association approved by the owners, two-thirds of all units, no dog or cat shall be permitted whose weight exceeds forty-two pounds. The restrictions of this section shall not apply to a domestic pet trained to assist a blind or hearing impaired unit owner or resident, such as a "seeing eye dog" provided that the owner or such pet registers the same with the Board and furnishes reasonable evidence of the handicap, the impairment of the resident, and the training and certification of the pet. No such trained animal may, nevertheless, become a source of annoyance or nuisance, but in making any determination with respect to such pet the Board shall give special consideration to the nature of complaints about such pet, its particular training and its usefulness to the handicapped resident, and no such trained guide dog or other pet shall be required to be removed except upon the clear and convincing evidence that it constitutes a completely unreasonable annoyance or disturbance to other unit owners and residents or that it is vicious. Unit owners and residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up such excrement promptly shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. In addition, after once being notified of the violation, if it is repeated, the Board may levy a fine in accordance with Section 6.2 of the By-Laws, which fines shall be a special assessment against the unit owner.

20.10 Other Structures: Other than the improvements located upon the Condominium Property in accordance with the provisions of this Declaration, no other structure of any nature, whether a shed, shack, tent, barn, storage area or other building
however designated shall be permitted upon the Condominium Property. The provisions hereof shall apply to such structures, whether temporary or permanent in nature.

20.11 Miscellaneous Restrictions: No machine or apparatus of any sort shall be used or maintained in any unit which causes interference with television or radio reception in other units or other parts of Garden Lakes. All trash, rubbish and garbage must be placed within appropriate containers for the material being stored. No unit owner may store or permit to be accumulated upon his unit any materials visible from other units or the common elements.

20.12 Children: Persons who have not attained the age of 18 shall not be permitted to reside on the Condominium Property or within the units. Nothing contained herein shall prohibit children under the age of 18 from temporary visitation with unit owners or occupants. During periods of such temporary visitation by children, the unit owner or other occupant shall be responsible for the conduct of such children, and shall assure that such children do not become a source of unreasonable annoyance or disturbance to other unit owners.

20.13 Guests: Guests of owners or occupants of units shall comply with all of the provisions of this Article XX and reasonable rules and regulations adopted by the Association as well as applicable portions of the covenants. Any guest who persistently violates such restrictions, rules or regulations may, at the direction of the Association, be required to leave the Condominium Property and the owner of such unit being occupied or visited by such guest shall be responsible for any damage to the common elements or other units committed by such guest, and shall see to it that such guest complies with such restrictions, rules and regulations.

20.14 Regulations: Reasonable uniform regulations concerning and limiting the use of the Condominium Property may be made and amended from time to time by the Association, as provided by its Articles of Incorporation and By-Laws, and such regulations may include regulations in implementation of this Article as well as others. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the Condominium.

20.15 Proviso: Anything herein contained to the contrary notwithstanding, until such time as the Developer has closed the sale of all units of the Condominium, and completed all improvements, neither the unit owners nor the Association, nor the use restrictions of this Declaration, shall interfere with the completion of the contemplated improvements and the sale of the units by the Developer and such agents as the Developer may appoint. Developer may make such use of the unsold units and common elements as may facilitate such completion and sale, where provided, and may continue to use portions of the Condominium Property in accordance with the reservations contained in Section 14.2.

ARTICLE XXI. Transfer of Units: In order to maintain a community of congenial residents and protect the value of the Condominium Property, and in order to assure insofar as possible the financial ability of each unit owner to pay assessments against his unit, the transfer of units by any owner other than the Developer shall be subject to the following restrictions, so long as the Condominium Property shall be subject to the Condominium form of ownership under the laws of Florida.

21.1 Restrictions on Transfer and Acquisition: No unit owner or other person may either transfer or acquire title to or any interest in any unit, or having so acquired such interest, continue to hold such ownership of any such interest, except with approval of the Association in accordance with the provisions of this Article. Without limitation, the provisions of this Article shall apply to
any transfer of a unit or any interest therein, whether made by
sale, lease for any period of time, gift, devise, inheritance,
transfer to or from a trustee, mortgage, transfer by enforcement of
lien or other involuntary transfer by operation of law, or any other
voluntary or involuntary transfer of any such interest. Transfers
contemplated hereby shall include, but not be limited to, the
transfer and creation of remainder or other future interests,
creation of life estates, distribution by trustees, creation of
joint or common ownership interests, with or without survivorship
rights, and any other transfer or transaction or act by which title
to or any interest in a unit either is transferred or may be subject
to automatic transfer upon the occurrence or non-occurrence of an
event yet to transpire.

21.2 Procedure for Association Review: The procedures for
review and approval or disapproval by the Association of any
transfer subject to this Article shall be as provided in this
Section:

(a) Notice to the Association:

(i) Sale, Lease, Gift or Transfer in Trust: A
unit owner intending to sell or lease his unit, or any interest
therein, or intending to make a gift of such unit or interest
therein, or to transfer any interest to a trust, shall give notice
to the Association of such intention, together with the name and
address of the intended purchaser, lessee, donee, or trustee, and
such other information as the Association may reasonably require the
notice of a sale to be accompanied by a copy of the executed
proposed contract for sale.

(ii) Devise, Inheritance or Distribution by
Trust: A unit owner who has obtained his title, or interest in a
unit, by devise, inheritance, distribution of a beneficial interest
under a trust or by any other manner not heretofore considered,
shall give the Association notice of the acquisition of the title,
which is also interested, together with such other information concerning the unit owner and
his acquisition, as the Association may reasonably require, together
with a certified copy of the instrument evidencing the unit owner's
title, unless the requirement of certification is waived by the
Association.

(iii) Acquisitions Without Approval: Any owner
of a unit or any interest therein who has obtained title in such a
manner that his predecessor in interest has not complied with the
requirements of this Section and given notice to the Association shall give
the Association notice of the acquisition of his title or
interest therein, together with such other information concerning the
unit owner and the nature of his acquisition as the Association
may reasonably require.

(iv) Failure to Give Notice: If any notice
required to be given the Association is not given, then at any time
after receiving knowledge of a transaction or event transferring
ownership or possession of a unit, or any interest therein, the
Association may, at its option and without notice, approve or
disapprove of the transaction, transfer or ownership change. If the
Association disapproves the transaction or ownership, the
Association shall proceed as if it had received the required notice
on the date of such disapproval.

(b) Certificate of Approval: If the Association
approves of a transfer or transaction, it shall do so within the
time limits and according to the provisions of this subsection:

(i) Sale, Lease, Gift or Transfer in Trust: If
the proposed transaction is one for which notice has been given the
Association pursuant to Section 21.2(a)(i), the Association shall
have ten days after receipt of such notice and such other
information as the Association may require, within which either to
approve or disapprove of the proposed transaction. If approved, the
approval shall be stated in a certificate executed by officers or agents of the Association thereunto duly authorized. Such certificate of approval shall be in recordable form. If such proposed transaction is not to be evidenced by an instrument in recordable form, then such certificate of approval shall not be issued in recordable form. In either event, such certificate shall be delivered to the person giving notice and requesting approval, or to the other party to the transaction if authorized by the unit owner.

(ii) Other Acquisitions: If the transaction is one for which notice has been given to the Association pursuant to Section 21.2(a)(ii) and (iii), then the Association shall have thirty days after receipt of such notice and other information as the Association may require within which either to approve or disapprove of such transaction and the continuance of the unit owner's ownership interest in the unit. If approved, the approval shall be stated in a certificate of approval executed by the officers or agents of the Association thereunto duly authorized in recordable form and delivered to the unit owner.

(iii) Failure to Receive Notice: If notice is not given to and received by the Association, as set forth in Section 21.2(a)(iv), and if the Association thereafter approves of such transaction, it shall issue its certificate of approval in the same manner and the same form as though proper notice had been given.

(c) Failure of Association to Act: If the Association does not either approve or disapprove of a transfer of interest in a unit within the time limits provided by this section, then after the expiration of such time period the Association shall be deemed to have approved of such transaction and shall, upon written request therefor, issue an appropriate certificate of approval.

21.3 Disapproval by Association: If the Association shall timely disapprove a transfer of ownership of a unit, or an interest therein, the Association shall notify the applicant and the unit owner, if different from the applicant, of the disapproval within the time period allowed for approval and disapproval. In addition, the Association shall follow the following procedures:

(a) Sale: If the proposed transaction is a sale, then within fifteen days after receipt of the request for approval and a copy of the executed proposed contract and all other information reasonably requested by the Association, the Association shall deliver or deposit in the mails, by certified or registered mail, return receipt requested, addressed to the unit owner an agreement to purchase by a purchaser approved by the Association, other than the Association itself, who will purchase and to whom the unit owner must sell the unit or interest therein upon the following terms:

(i) The price to be paid shall be that stated in the disapproved contract to sell, and the notice shall be accompanied by a deposit check in the amount of the deposit reflected in such contract. All other terms shall be the same as those provided for in the disapproved contract, except that the closing date shall be not less than thirty days after the delivery or mailing of said agreement to purchase.

(ii) The unit owner may, at his option, within ten days after receipt of such agreement from the Association, elect not to proceed with the sale of the unit either to the purchaser proposed by such owner, or the purchaser proposed by the Association.

(iii) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser provided by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish the certificate of approval as herein
elsewhere provided for such transactions.

(b) Lease: If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing and the lease shall not be permitted. For the purpose of this article, a lease with a fixed term of more than fifty years shall be treated in the same manner as a proposed sale.

(c) Gift, Devises, Inheritance, Distribution by Trust or Other Acquisition: If the Association has disapproved a transaction or acquisition other than in the circumstances provided for by subsections (a) and (b) of this section, including without limitation instances of gift, devise, inheritance, distribution by a trust or acquisition of title to a unit or any interest therein by any other voluntary or involuntary procedure, then within the time permitted by Section 21.2 for approval or disapproval by the Association, the Association shall deliver or place in the mails, certified or registered mail, return receipt requested, addressed to the unit owner an agreement to purchase by a purchaser, being a person who will purchase approved by the Association and to whom the unit owner must sell the unit or the interest therein transferred or acquired, upon the following terms.

(i) The sales price for the interest shall be the fair market value thereof determined by agreement between the owner of such interest and the purchaser within thirty days from the delivery of mailing of such agreement, and in the absence of an agreement as to price, the price shall be determined by arbitration, in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two appraisers appointed by the American Arbitration Association. The arbitrators shall base their determination upon average of their separate appraisals of the unit, or interest therein. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within fifteen days following the determination of the sales price.

(iv) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding prior Association disapproval, then such disapproved transfer or ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere herein provided.

(v) Anything herein contained to the contrary notwithstanding, in the event of a proposed but incomplete gift, or transfer to a trustee, the unit owner shall have the option of withdrawing such proposal.

21.4 Corporate or Partnership Owners: Inasmuch as a unit may be used only for residential purposes and a corporation or partnership cannot occupy a unit for such purpose, if a unit owner or proposed owner of a unit or any interest therein is a corporation or partnership, the approval of ownership by the corporation or partnership may be conditioned upon the requirement that all persons who shall occupy the unit pursuant to such ownership shall also be approved by the Association.

21.5 Mortgages: No unit owner may mortgage his unit or any interest therein without the approval of the Association, other than a mortgage to an institutional mortgagee, the Developer, or the successors in interest to the Developer. The approval of any other mortgage may be upon conditions determined by the Association, or may be arbitrarily withheld. Nothing herein contained shall prevent the owner of a unit from receiving a purchase money mortgage as part
of the consideration for an approved sale of his unit, or an
interest therein. The granting of any mortgage without approval of
the Association shall not invalidate such mortgage, but if the
mortgagee or anyone else claiming through such mortgagee shall
require title to the unit as a result of foreclosure, deed in lieu
of foreclosure or otherwise, the person acquiring an ownership
interest in the unit shall give notice pursuant to Section
21.2(a)(iii), and the Association may proceed thereafter to approve
or disapprove as otherwise provided.

21.6 Approval Standards: The Association shall administer
its approval and disapproval authority under this article in a fair,
equitable and uniform manner. In making its determination, the
Association shall consider the apparent ability of the proposed
owner to meet the financial obligations of unit ownership and
membership in the Association; the probable willingness and
likelihood that each person will abide by the provisions of this
Declaration and all applicable rules and regulations pertaining to
the unit; and such other factors as may be relevant to the
maintenance and operation of the Condominium Property in a
harmonious manner.

21.7 Exceptions: The provisions of this article shall not
apply to a transfer to or purchase by an institutional mortgagee
acquiring its title as a result of owning a mortgage upon a unit,
whether such title is acquired through foreclosure proceedings or by
deed in lieu of foreclosure. Similarly, the provisions of this
article shall not apply to a transfer to or purchase by the
Developer, or a transfer sale or lease by the Developer. Further,
approval shall not be required by the Association of a purchaser who
acquires title to a unit at a duly advertised public sale, with open
bidding, which is conducted pursuant to law, including but not
limited to execution sales, foreclosure sales, judicial sales and
tax sales.

21.8 Separation of Unit Prohibited: Any sale or transfer
of a unit, or interest therein shall include all of the
appurtenances thereto, whether so stated or not, and no appurtenance
may be severed from a unit and sold, transferred or otherwise dealt
with separate and apart from the unit to which it is appurtenant.
No unit may be partitioned or further subdivided; provided, however,
that this provision shall not be deemed to prevent ownership of a
unit in undivided interests. All references to units shall, where
the context requires, be construed to refer to the Condominium
parcel of which the unit is a part.

21.9 Unapproved Transactions: Any devise, conveyance,
mortgage, lease or other transfer which is not authorized or
approved pursuant to the terms of this Declaration shall be
voidable, unless subsequently approved by the Association. Anything
therein to the contrary notwithstanding, any transfer requiring
Association approval under this Article shall, in the absence of
record evidence of disapproval by the Association, be conclusively
deemed approved six (6) months after the date of recordation of the
instrument effecting such transfer.

21.10 Fees for Review: The Association may charge a preset
fee in connection with the review for purposes of approval or
disapproval pursuant to this article. In no event shall such fee
exceed the maximum fee permitted under the Condominium Act in effect
at the time of application, which at the time of creation of this
Condominium is $50.00. No charge shall be made in connection with
extension or renewal of a lease.

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

22.1 Authority: The Association may, upon determination by
its Board without approval of the membership, purchase a unit at any
public sale resulting from a foreclosure of the Association's lien
for delinquent assessments, where the bid of the Association does not exceed the amount found due the Association, or may purchase the unit in lieu of foreclosure of such lien if the consideration therefor does not exceed the amount of such lien. When authorized by affirmative vote of owners of not less than 75% of the units, or the prior written approval of owners of not less than 75% of the units, the Association may bid upon and purchase a unit as a result of a sale of the unit pursuant to the foreclosure of a lien upon the unit for unpaid taxes; the lien of any mortgage; the lien for unpaid assessments other than those due the Association; or any other judgment lien or lien attaching to the unit by operation of law.

22.2 Restriction: The Association shall not purchase any unit itself pursuant to Article XXI. The Association may, by vote of a two-thirds majority of all unit owners, purchase and hold one unit for the use and occupancy of a resident manager.

22.3 Common Expense: All costs incurred by the Association in exercising any of its authority under this Article shall be deemed a common expense and collected by regular or special assessment.

ARTICLE XXIII. Compliance, Default and Enforcement: Each unit owner and the Association shall be governed by and shall comply with the terms, provisions, restrictions and limitations of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations adopted pursuant thereto, and with said documents and regulations as they may be amended from time to time. Each unit owner and the Association shall likewise comply with the provisions of the Condominium Act. A failure or default in compliance therewith shall entitle the Association or other unit owners to enforce the provisions of such documents in the manner provided in this Article, which provisions shall be in addition to other remedies provided in this Declaration and the Condominium Act.

23.1 Enforcement: The provisions of this Declaration, the By-Laws and rules and regulations of the Association duly adopted may be enforced by the Association of any unit owner by such remedies as may be provided by the Condominium Act or such other remedies and means as are provided by the laws of Florida, including but not limited to actions for damages or for injunctive relief, or both, or actions for declaratory judgments. In addition, the Association may impose reasonable fines for non-compliance and default, as set forth from time to time in the By-Laws.

23.2 Negligence or Intentional Acts: A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary as a result of his intentional acts or of his neglect or carelessness, or by that of any member of his family, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rate occasioned by the use, misuse, occupancy or abandonment of a unit or of the common elements or of the limited common elements.

23.3 Costs and Attorney's Fees: In any proceeding or action arising because of an alleged failure of a unit owner or the Association to comply with the terms of this Declaration, the Articles and By-Laws of the Association, or the rules and regulations adopted pursuant thereto, and the documents and regulations as they may be from time to time amended, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorney's fees as may be awarded by the court; provided, however, that a court of competent jurisdiction, in its sound discretion may refuse to award attorney's fees to the prevailing party if it finds that the proceeding was not maintained in good faith or was brought in connection with a minor technical violation with an intention to harass.

23.4 Administrative Remedy: Anything contained herein to the contrary notwithstanding, no unit owner shall be authorized
hereby to maintain any action in a court of competent jurisdiction against any other unit owner for an alleged violation or non-observance of the provisions of this Declaration, the By-Laws and rules and regulations of the Association adopted pursuant thereto, as they may exist from time to time, and the Condominium Act, unless such unit owner shall first have filed in writing with the Board a request for the Association to enforce such alleged breach or violation, and the Association shall have failed to enforce such alleged violation. If the Association takes no action within 20 days after receipt of such application, then the Association shall be deemed to have failed to act and such unit owner may proceed as otherwise authorized. If within such time the Association, by majority vote of its Board, declines to take any steps to enforce such alleged violation, then no such action for enforcement shall be maintained unless brought by not fewer than three unit owners. The provisions of this Section shall not apply to circumstances in which immediate injunctive relief is necessary to give effect to the provisions of such documents. The purpose of this provision is to secure substantial meaningful compliance while minimizing the possibility of harassment of any one or more unit owners by another unit owner for alleged minor technical violations, and the provisions hereof shall be construed to give effect to this intent.

23.5 Non-Waiver of Rights: The failure of the Association or any unit owner, or of the Developer, to enforce any covenant, restriction or other provision of this Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

ARTICLE XXIV. Amendments: Subject to other provisions of this Declaration relative to Amendment, including but not limited to the authority of the Developer to amend, which provisions are excepted from the terms of this Article, this Declaration and the By-Laws of the Association may be amended in the following manner:

24.1 Notice: Notice of a proposed amendment and the subject matter thereof shall be included in the notice of any meeting at which such proposed amendment is considered.

24.2 Resolution: An amendment may be proposed either by the Board or by the owners of 10% or more of the total number of units in the Condominium. An amendment shall be adopted by the affirmative approval of a resolution adopting such amendment, except as elsewhere provided, in the following manner:

(a) The affirmative approval of not less than 75% of the entire membership of the Board, and by the owners of not less than 75% of the units; or

(b) By the affirmative approval of the owners of not less than 80% of the total number of units in the Condominium.

24.3 Consideration and Voting: Upon proposal of an amendment as provided in Section 24.2, the President, or in the event of his refusal or failure to act, the Board of Directors or any member thereof shall call a meeting of the Association members to be held not sooner than fifteen days nor later than sixty days thereafter for the purpose of considering such proposed amendment. Directors and members not present at the meeting considering the proposed amendment may express their approval or disapproval in writing, provided that such writing must be delivered to the Secretary prior to the commencement of such meeting.

24.4 Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the unit owners of record in the manner required for the execution of a deed.

24.5 Reservation by Developer: The Developer reserves the right to amend this Declaration pursuant to Article XIV as therein
provided, and to amend this Declaration and By-Laws as may be otherwise provided in this Declaration. In addition, until such time as the Developer has transferred complete control of the Association to the members pursuant to Section 14.3, this Declaration and the By-Laws may be amended by affirmative resolution of the entire Board of Directors of the Association without any notice, meeting or approval of the unit owners as otherwise generally provided in this Article. An amendment so adopted may change the location or configuration of any Condominium unit if the owner of such unit and any liens thereon joins in the execution of such amendment. Except as herein specifically authorized, however, no such amendment shall materially alter or modify the appurtenances to any unit or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, nor shall it increase the maximum number of units permissible nor substantially alter the development plan for the Condominium.

24.6 Proviso: Provided, however, that no amendment shall discriminate against any unit owner, nor against any unit, or class or group of unit owners or units, unless the unit owners so affected and their mortgagees, if any, shall unanimously consent in writing; and no amendment shall alter any unit, except as herein specifically provided; nor reduce the share of the common expenses, unless the owner of the units concerned and all record owners of mortgages on such units shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in any provision specifically providing that it may not be amended, nor shall any amendment make any change in the nature of the improvements and the character of the Condominium as a residential community unless all the unit owners of record and all of the owners of record of all mortgages upon units in the Condominium shall join in the execution of the amendment. No amendment shall make any change which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer.

24.7 Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted and in what manner the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities required for a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Manatee County, Florida.

ARTICLE XXV. Termination: The Condominium may be terminated in any manner provided by the Condominium Act or pursuant to this Article:

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

25.2 Effect of Termination: Upon termination of the Condominium, the Condominium Property shall be owned in common by the unit owners in the same undivided shares as each owner previously owned in the common elements. Any interest in a unit owned by one other than a unit owner, as that term is defined herein, shall not be impaired by such termination, but shall be transferred to the undivided share in the Condominium Property attributable to the unit in which the interest existed prior to termination. All liens shall be transferred to the undivided share in the Condominium Property attributable to the unit originally encumbered by the lien in its same priority.

25.3 Non-Amendment: This Article shall not be amended without written consent of all unit owners and the owners of record of all mortgages upon units in the Condominium.

ARTICLE XXVII. Additional Rights of Institutional Mortgagees: In addition to any rights provided elsewhere in this
Declaration, any institutional mortgagee who makes a request in
writing to the Association for the items provided in this Article
shall have the following rights:

26.1 Annual Financial Statements: To be furnished with at
least one copy of the annual financial statement and report and
budget of the Association, which may be prepared by the Association,
including detailed statements of receipts and expenditures.

26.2 Notice of Meetings: To be given written notice by the
Association of the call of a meeting of the unit owners to be held
for the purpose of considering any proposed amendment to this
Declaration or the By-Laws of the Association, which notice shall
state the nature of the amendment being proposed.

26.3 Notice of Default: To be given written notice of any
default by the owner of any unit encumbered by a mortgage held by
such institutional mortgagee in the performance of such unit owners
obligations under the Declaration, Articles, By-Laws or regulations,
which is not cured within 30 days.

26.4 Insurance Endorsements: To be given an endorsement of
the policies covering the common elements, limited common elements
and the units, if applicable, which endorsement shall require that
such institutional mortgagee be given any notice of cancellation
provided for in such policy.

26.5 Examination of Books and Records: Upon reasonable
notice to examine the books and records of the association during
normal business hours.

ARTICLE XXVII. Notices: Whenever a notice is provided for
in any of the Condominium documents, such notice shall be in writing
and shall be addressed to the Association at the mailing address of
the Condominium Property in Manatee County, Florida, or at such
other address as may hereafter be provided. Notice to a unit owner
shall be sent to the mailing address of such unit owner as reflected
on the records of the Association. The Association or Board may
designate a different address or addresses for notices to them
respectively, giving written notice of such change of address to all
unit owners at such time. Any unit owner may designate a different
address or addresses for notice to him by giving written notice of
his change of address to the Association. Notices as addressed
and provided herein shall be deemed delivered when mailed by United
States mail, postage prepaid. Whenever specifically provided
herein, or whenever a time period or obligation shall commence to
run from receipt of a notice, such notice shall be mailed registered
or certified with return receipt requested, or delivered in person
with either a written acknowledgment of receipt therefor or an
affidavit of delivery by the person delivering same.

ARTICLE XXVIII. Covenants: The provisions of this
Declaration and the By-Laws and the rights, obligations and
easements established thereby, shall be deemed to be Covenants and
equitable servitudes running with the land so long as the land
remains subject to the condominium form of ownership, and shall
enure to the benefit of and be binding upon each and every of the
unit owners, their respective heirs, personal representatives,
successors, assigns, purchasers, lessees, grantees, mortgagees and
all others claiming by, through, under or against them. By the
recording or acceptance of a deed conveying a unit or any interest
therein or any ownership interest in or lien against the property
whatsoever, the persons to whom such unit or interest is so conveyed
or transferred shall be deemed to have accepted and agreed to be
bound by, and subject to all of the provisions of the Condominium
Act, this Declaration and the By-Laws and the rules and regulations
adopted pursuant thereto, as such documents, other than the
Condominium Act, may be amended from time to time.

ARTICLE XXIX. Miscellaneous Provisions:

29.1 Exemption From Liability: No owner of a unit may
exempt himself from liability for assessments against such unit by waiver of the use and enjoyment of any of the common elements or by the abandonment of his condominium unit.

29.2 Taxation: The owner of each Condominium parcel shall return the same for the purposes of ad valorem taxes with the Property Appraiser of Manatee County, or with such other future legally authorized governmental officer or authority having jurisdiction over such matters. Each unit owner shall be solely responsible for all taxes and special governmental assessments that are separately assessed against his condominium parcel.

29.3 Severability: If any of the provisions of this Declaration or of the Articles of Incorporation or By-Laws of the Association or rules or regulations adopted pursuant thereto, or any amendments thereto, or of the Condominium Act, shall be held invalid, in whole or in part, by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions of such documents.

29.4 Interpretation: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration and the By-Laws shall be liberally construed to effect the purpose of creating a uniform plan for the operation of a Condominium. This Declaration, the Articles of Incorporation and By-Laws, the exhibits hereto, amendments hereto, and regulations adopted shall be construed under the laws of Florida.

29.5 Captions: The captions used throughout this Declaration are for convenience only and have no significance in the interpretation of the body of this Declaration.

29.6 Reference to this Document: This document may be referred to as the Declaration or Declaration of Condominium with or without reference to the name of the Condominium in any document or instrument pertaining hereto.

IN WITNESS WHEREOF, Developer has caused this Declaration of Condominium and Protective Covenants to be executed in its name by its general partners this 16 day of November, 1983.

Signed, sealed and delivered in the presence of:

Dilaine C. Bedwell

FIRST COMMUNITIES OF BRADENTON, INC., a Florida corporation

By: Christopher King
President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me the 16 day of November, 1983, by Christopher King, President of First Communities of Bradenton, Inc., a Florida corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

This instrument prepared by:
David K. Deitrich
Dye, Cleary, Scott & Deitrich, P.A.
P.O. Box 9480
Bradenton, Florida 33506
(813) 748-4411
GARDEN LAKES VILLAS, SECTION 1

CERTIFICATE

"I, Edward C. Ahlf, the undersigned Registered Land Surveyor, authorized to practice in the State of Florida, in compliance with Section 718.104 (4) (e), Florida Statutes (1982 Supplement), do hereby certify that the construction of the improvements described in this condominium plat of Garden Lakes Villas, Section 1, a condominium consisting of sheets 1 through 4, is substantially complete so that this 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 so that the identification, location, and dimensions of the common elements and of each unit can be determined from said materials. I further certify that the Permitted Improvements to units 1 and 2 are substantially complete, and that all planned improvements, including but not limited to, landscaping, utility services and access to said to said units, and common element facilities serving such units and the completed Permitted Improvements located therein and thereon have been substantially completed."

PREPARED BY:

GEORGE F. YOUNG, INC.

Edward C. Ahlf, P.L.S.
Plat Surveyor's Reg'n No. 3975

Dated: November 17, 1983.

O.R. 1064 PG 1344
MORTGAGEE JOINDER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS, that First City Federal
Savings & Loan Association, the owner and holder of that certain
mortgage from First Communities of Bradenton, Inc., dated March 11,
1983, recorded in Official Records Book 1045, Page 3484, of the
Public Records of Manatee County, Florida, hereby joins in and
consents to the Declaration of Condominium of Garden Lakes Villas,
Section I, a condominium, to which this joinder is attached, and
consents to each and every the terms thereof.

IN WITNESS WHEREOF, the said First City Federal Savings &
Loan Association has caused this instrument to be executed in its
name by an officer thereunto duly authorized this 24th day
of October, 1983.

Witnesses:

First City Federal Savings &
Loan Association
By: Stephen R. Jonsson
Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me
this 24th day of October, 1983, by Stephen R. Jonsson
as Vice President of First City Federal Savings & Loan
Association, a corporation organized under the laws of the United
States, on behalf of the corporation.

Notary Public
My Commission Expires: 3-4-83

This instrument prepared by:
David K. Deitrich of
Dye, Cleary, Scott & Deitrich, P.A.
P.O. Box 9480
Bradenton, FL 33506
(813) 748-4411

Notary Public, State of Florida at Large
MORTGAGEE JOINDER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS, that John W. Meshad, individually and as Trustee, the owner and holder of that certain mortgage from First Communities of Bradenton, Inc., dated March 11, 1983, recorded in Official Records Book 1045, Page 3478, of the Public Records of Manatee County, Florida, hereby joins in and consents to the Declaration of Condominium of Garden Lakes Villas, Section I, a condominium, to which this joinder is attached, and consents to each and every the terms thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 3rd day of November, 1983.

Witnesses:

[Signature]

[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of November, 1983, by John W. Meshad, individually and as Trustee.

[Notary Public]

This instrument prepared by:

David K. Deitrich of
Dye, Cleary, Scott & Deitrich, P.A.
P.O. Box 9480
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O.R. 1064 PG 1346