

**DECLARATION OF CONDOMINIUM  
OF  
VILLAGE OAKS CONDOMINIUM 19 STREET**

**I  
SUBMISSION STATEMENT**

RRBT, LLC, a Florida Limited Liability Company, (the “Developer”), which owns fee simple title of record to the real property located in Hillsborough County, Florida, the legal description of which is set forth and described in Exhibit “A” attached hereto and made a part hereof, HEREBY DECLARES the land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, including the land described in Exhibit “A” (“Land”) to be condominium property and submits the Land to the condominium form of ownership, pursuant to Chapter 718, Florida Statutes, (the “Act” or “Condominium Act”) upon and subject to the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

**II  
DEFINITIONS**

In addition to the terms defined above and elsewhere herein, the following terms when used in this Declaration shall have the following meanings except where the context clearly indicates a different meaning:

1. “Assessment” means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owners, and such additional sums which may be assessed directly against one or more Unit Owners (though not necessarily against other Unit Owners).
2. “Association” means VILLAGE OAKS CONDOMINIUM 19 STREET, INC., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.
3. “Buildings” means the structures in which the residential Units are located.
4. “By-Laws” mean the By-Laws of the Association existing from time to time.
5. “Common Elements” mean and include:
  - (a) The portions of the Condominium Property which are not included within the Units, exclusive of mechanical equipment such as air conditioning systems which service only one (1) Unit but which may be located on the Condominium Property.
  - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
  - (c) An easement of support in every portion of a Unit which contributes to the support of the Building or Buildings.
  - (d) The property and Installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

- (e) The parking spaces upon parking areas shown in Exhibit “B” attached hereto and such other parking spaces as may thereafter be a part of the Condominium Property, provided, however, that in the event same have been assigned in accordance with the provisions of Paragraph 3 of Article IV, then such parking spaces shall become Limited Common Elements.
  - (f) The exterior and structural portions of any balcony, patio or terrace of a Unit.
  - (g) The meter, mechanical and storage room areas.
  - (h) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
6. “Common Expenses” mean all expenses properly incurred by the Association for the Condominium for which the Unit Owners are responsible.
  7. “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, Assessments, fees, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
  8. “Condominium Act” or “Act” means the Condominium Act of the State of Florida (Chapter 718, Florida Statutes) as the same exists on the date of recordation of this Declaration.
  9. “Condominium Parcel” means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.
  10. “Condominium Property” means the Land, all Improvements on or servicing the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium, and all other property, real, personal and mixed, which may subsequently be made subject to this Declaration as hereinafter described.
  11. “Declaration” or “Declaration of Condominium” means this instrument, as it may be amended from time to time.
  12. “Developer” means RRBT, LLC, a Florida limited liability company.
  13. “Improvements” means all structures and artificial changes to the natural environment (excluding of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
  14. “Institutional Mortgagee” means a bank, savings and loan association; Bank of America; insurance company or union pension fund authorized to do business in the United States of America; as an agency of the United States Government; a real estate or mortgage investment trust; or a lender generally recognized in the community as an Institutional type lender; or a holder of any mortgage insured by an agency of the United States government such as the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration or the Veteran’s Administration; or the Developer, or Developer’s partners, holding a first mortgage on a Unit or Units.
  15. “Limited Common Elements” means those Common Elements, the use of which are reserved to a certain Unit or Units to the exclusion of other Units as specified in this Declaration. Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit it or it is otherwise expressly provided.
  16. “Unit” means a part of the Condominium Property which is subject to exclusive ownership and the fixtures, pipes, conduits, cables, appliances, air conditioning system, water heater and equipment of each.

17. "Unit Owner" or "Owner" or "Owner of a Unit" means the Owner of a Condominium Parcel.
18. Unless the context requires otherwise, all other terms used herein shall have the meanings ascribed to them under Section 718.103 of the Condominium Act.

### **III NAME**

The name by which this Condominium is to be identified is: VILLAGE OAKS CONDOMINIUM 19 STREET.

### **IV IDENTIFICATION OF UNITS, COMMON ELEMENTS AND SURVEY**

1. **DESCRIPTION:** The Improvements on the Land consist of three (3) Buildings, containing residential Units consisting of: four (4) two-story, three (3) bedroom, one and a half (1 1/2) bath townhomes; Common Areas and Limited Common Areas. Each Building is designated by an address number as shown on Exhibit "B." There are a total of twelve (12) Units in the Condominium each of which are identified by a separate number designation. There is attached hereto as Exhibit "B" a Plot Plan, Survey and Graphic Description showing these designations, the location of the Buildings and other Improvements and which identifies the Common Elements as well as the Limited Common Elements. There shall pass with title to a Unit as appurtenances thereto: (a) an individual share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

2. **UNIT BOUNDARIES:** Each Unit within the Buildings shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(a) **Upper and Lower Boundaries.**

(1) **Upper Boundary:** The horizontal plane(s) of the unfinished lower surfaces of the structural ceiling (which, in the case of a two-story Unit shall be deemed to be the ceiling of the top story of the Unit) including, in the case of a Unit in which the ceiling forms more than one plane, the plane(s) formed by the unfurnished vertical surface(s) that adjoin the horizontal planes; provided that in any two-story Unit in which the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such lower floor ceiling.

(2) **Lower Boundary:** The horizontal plane(s) of the unfinished upper surface(s) of the concrete floor of the Unit, (which, in the case of a two-story Unit shall be deemed the concrete floor of its first story)

including, in the case of a Unit in which the floor forms more than one horizontal plane, the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes provided that in any two-story Unit in which the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom directly below the floor of such upper floor.

- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior or the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casing therefore, shall be included in the boundaries of the Unit.
- (d) Atria. Any atrium, open area or loggia which is appurtenant to a Unit and enclosed by the boundaries thereof shall be deemed a part of such Unit including the walls, structure and appurtenances thereof.

3. LIMITED COMMON ELEMENTS: Each Unit shall have, as Limited Common Elements appurtenant thereto, two (2) assigned parking spaces (when actually assigned as described below) and the balcony and/or terrace and/or courtyard adjacent to each Unit and to which each Unit has direct and exclusive access, as shown on Exhibit "B" attached hereto. In addition, canopies installed over rooftop balconies or ground level terraces and/or courtyards and purchased by Unit Owners from Developer, shall represent the acquisition of and constitute Limited Common Elements appurtenant to the Unit served thereby. Portions of the rooftop areas denominated in Exhibit "B" upon which air conditioning compressor and/or condenser units are situated, shall likewise constitute Limited Common Elements appurtenant to the Units served thereby, all as more particularly designated in Exhibit "B" attached hereto. Any expense for the maintenance, repair or replacement relating to Limited Common Elements, shall be treated as and paid for as a part of the Common Expenses of the Association, unless otherwise specifically provided in this Declaration. Should any maintenance, repair or replacement be caused by the negligence or misuse of a Unit Owner, his family, tenants, guests, or invitees, he shall be responsible therefore and the Association shall have the right to levy an assessment against the owner of such Unit, which assessment shall have the same force and effect as all other special assessments.

Concrete slabs of terraces and the interior finished surfaces of concrete walls bounding terraces and balconies shall be maintained at the sole expense of the owners of the Units to which the same are appurtenant. The boundaries of such terraces and balconies shall be to the upper (in the case of the floor) and interior (in all other cases) unfinished surfaces of the common element walls bounding the same.

The grounds comprising the area of the courtyard shall be maintained at the sole expense of the owners of the Units to which the same are appurtenant. Wooden fences surrounding

courtyard Limited Common Elements and, where such courtyards abut the condominium property boundary wall, such boundary walls, shall not be a part of such courtyard Limited Common Elements and such wood fences or property boundary walls shall be maintained at the sole expense of the Association. Canopy Limited Common Elements shall be maintained, repaired and replaced at the sole expense of the owners of the Units to which such canopies are appurtenant. However, no such maintenance, upkeep, replacement or repair shall be undertaken without the prior written approval of the Board of the Association. The Association shall have the power, but not the duty, to compel the maintenance, replacement or repair of such canopies when, in the sole discretion of the Board, such maintenance, upkeep, replacement, or repair shall be necessary or appropriate to the aesthetic integrity of the improvements.

Portions of the roof upon which air conditioning, compressor and/or condenser units are situated shall be maintained at the expense of the Unit Owner whose unit is served by the improvements thereon. The air conditioner compressor and/or condenser and related parts located thereon shall be and are the sole property of the owners of the Units served thereby. Accordingly, all expense of upkeep, maintenance, replacement or repair shall be the sole responsibility of the Unit Owner. Notwithstanding the foregoing, no maintenance, upkeep, replacement or repair of such Limited Common Element areas or property owned by such Unit Owners and located thereon shall be undertaken by such Unit Owner or his designee without the prior written approval of the Board of the Association.

Parking spaces more particularly described in Exhibit "B" hereto shall be Common Elements provided, however, that upon receipt by a Unit Owner of a written designation of Assignment of Parking Space, such parking space shall have thereafter be a Limited Common Element appurtenant to the Unit to which it has been assigned.

Storage spaces or cubicles now or hereinafter in existence may be assigned as a Limited Common Element to a Unit in the discretion of the Association or the Developer. Any such assignment shall be in writing.

Upon transfer of a Unit in accordance with this Declaration, as amended from time to time, any Limited Common Element assigned to a Unit shall be deemed automatically transferred to the transferee of such a Unit. The use of all Limited Common Elements is subject to such rules and regulations as the Board of Directors of the Association may from time to time promulgate and/or amend. No Limited Common Elements shall be enclosed, painted, decorated or modified in any manner whatsoever visible from any of the Common Elements without the prior written consent of the Board of Directors of the Association.

4. EASEMENTS: The following easements are hereby created (in addition to any easements created under the Act):

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility Services. Easements are reserved under, through and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium; provided, however, such easements running through a Unit shall

be limited to those provided in the plans and specifications for the Building, as set forth on Exhibit "B" attached hereto and made a part hereof, or existing in the Building, as constructed or reconstructed, unless approved in writing by the affected Unit Owner. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and Common Elements contained in the Unit or elsewhere in the Condominium Property, to remove any improvements interfering with or impairing such easements herein reserved and conduct pest extermination services; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of his Unit.

(c) Encroachments. If any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or any encroachment shall hereafter occur as a result of construction of the Improvements, settling or shifting of the Improvements, any alteration or repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, his guests and invitees, shall exist for pedestrian traffic over, through and across the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such leasehold or lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, but not the obligation, in its and their sole discretion from time to time to enter the Condominium Property and take any action necessary or convenient for repair, replacement and maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property.

(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

(g) Reservation by Developer. Developer, so long as it or any of its partners, successors, assigns or designees shall be developing condominium properties or property

adjacent to this Condominium, or conducting any sales or leasing activity therein, shall have the rights and privileges of a right-of-way in, through, over, under and across the Common Elements for the purpose of completing such construction and sale or leasing and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, other utilities and for any other materials or services necessary for the completion of the work. The Developer, its designees, successors and assigns also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Elements.

The Developer and its successors, assigns, invitees, licensees, contractors and employees, shall have an easement, in, under, on, over and across the Condominium Property, in connection with the development of the Condominium Property or any other projects which may be developed by Developer or others in the vicinity of the Condominium Property, including, but not limited to, the development of additional townhome buildings, for (i) construction, installation, maintenance, ingress to and egress from and the right to use (in common with other Unit Owners) any open parking spaces and to tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on the Condominium Property, provided such easements and use does not prevent or unreasonably interfere with the use of the Condominium Property or Unit for dwelling purposes and (ii) for ingress to and egress from all land areas of the Common Elements (including the private roads) and the use of said land areas (in common with the Unit Owners) for any lawful purpose and (iii) to erect, maintain, repair and replace from time to time one or more signs on the Condominium Property for the purpose of advertising the sale of Units and the leasing of space in any Unit and for the purpose of advertising the sale or leasing of condominium units which may be constructed by the Developer or others on land in the vicinity of the Condominium Property and (iv) the Developer and its successors, assigns, invitees, licensees, contractors and employees reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under, over and/or through the Common Elements, to relocate any existing utility, sewer and drainage easements in any portion of the Common Elements and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Developer shall deem it necessary or desirable for the proper operation and maintenance of the Condominium Property or any portion thereof, or for the general health or welfare of any Unit Owner, or in connection with the development of the Condominium Property or any other projects which may be developed by Developer or others in the vicinity of the Condominium Property, including, but not limited to The Townvillas at Dadeland Grove, a Condominium, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Condominium Property, and the employees and agents of any such company or

corporation, shall have the right of access to any Unit, and any utility company or public benefit corporation which may be furnishing services to other projects developed by the Developer or others in the vicinity of the Condominium Property, and the employees and agents of such company or corporation shall have right of access to the Common Elements and Limited Common Elements in furtherance of such easements, provided such rights of access as hereinabove provided are exercised in such a manner as not to unreasonably interfere with the use of any Unit.

## V

### **UNDIVIDED SHARE IN COMMON ELEMENTS AND SHARE OF COMMON EXPENSES AND COMMON SURPLUS AS APPURTENANCES**

Each of the Unit Owners of the Condominium shall own an undivided percentage interest in the Common Elements and Common Surplus.

The Common Expenses shall be shared by the Unit Owners in accordance with their percentage interest in the Common Elements as set forth in this Article.

Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their percentage ownership interest in the Common Elements.

## VI

### **MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS**

Membership in the Association shall be restricted to record Owners of Units. One vote for each Unit owned by a Unit Owner is granted, as more specifically provided in the Articles of Incorporation of the Association attached hereto as Exhibit "C."

## VII

### **METHOD OF AMENDMENT OF DECLARATION**

Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

1. **BY THE ASSOCIATION**: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as herein elsewhere provided, including the "Provisos" of Section 4 and 5 of this Article VII, approvals must be by affirmative vote of:

(a) Unit Owners owning not less than two-thirds (2/3) of the total number of Units of the Condominium; or



- (b) One hundred percent (100%) of the Board of Directors: or
- (c) Not less than fifty percent (50%) of the entire membership of the Board of Directors in the case of amendments to the section hereof entitled "Insurance" or other sections that are reasonably required by insurers and/or Institutional Mortgagees.

No amendment in any way changing the rights and reservations of the Developer herein nor changing the provisions of Article XI, Section 6 herein may be passed by the Association without prior written approval of the Developer, its successors or assigns.

2. BY THE DEVELOPER:

(a) The Developer, subject to the provisions of the "Provisos" of Section 4 and 5 of this Article VII, during the time it is in control of the Board of Directors of the Association, may amend this Declaration, its Exhibits, the Articles of Incorporation or the By-Laws of the Association to carry forth its rights, obligations and/or reservations expressed in Articles IV and/or IX hereof, to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the 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 as provided below unless subsequently rescinded.

(b) The Developer may also amend this Declaration to show completion of the Condominium and to show, from time to time changes in the development, layout, designation and Condominium boundaries, without approval of Unit Owners or the Association.

3. EXECUTION AND RECORDING: An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a Certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be so evidenced in writing, but a Certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the public records of Hillsborough County, Florida.

4. PROVISO: Notwithstanding anything provided specifically to the contrary in this Declaration:

(a) No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which a Unit Owner shares the burden of the Common Expenses and owns the Common Elements and Common Surplus, unless the record Unit Owner thereof, and all record holders of mortgages or other liens thereon, shall join in the execution of the amendment; and

(b) No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, mortgagees of Units or Institutional Mortgagees without the consent of said Developer, mortgages and Institutional Mortgagees in each Instance; nor shall an amendment make any change to Article VIII hereof unless all Institutional Mortgagees shall join in the amendment.

(c) No amendment may change the provisions of Article XIX hereof unless approved in writing by Developer.

5. FURTHER PROVISIO: Notwithstanding anything elsewhere provided in this Declaration or the Condominium Act (except in case of condemnation or substantial loss to the Units and/or Common Elements), unless at least sixty-seven percent (67%) of the Institutional Mortgagees (based upon one vote for each unit encumbered by a first mortgage), and sixty-seven percent (67%) of the Unit Owners other than Developer have given their prior written consent, the Association may not:

(a) by act or omission, seek to abandon or terminate the Condominium;

(b) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Condominium Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, but the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements and the Condominium Property shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any Condominium Property (whether to Units or the Common Elements) for other than the repair, replacement or reconstruction of the Condominium Property;

(f) add or amend any material provision of this Declaration, the Articles of Incorporation or By-Laws of the Condominium Association, which establish, provide for, govern or regulate any of the following:

(1) Voting;

(2) Assessments, assessment liens or subordination of such liens;

(3) Reserves for maintenance, repair and replacement of the

(4) Insurance or fidelity funds;

(5) Rights to use the Common Elements;

(6) Responsibility for maintenance and repair of the Condominium, its Units and Common Elements;

(7) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(8) The boundaries of any Unit except that Developer, without vote of Unit Owners or mortgages, may combine two or more Developer-owned Units into one as otherwise expressed in this Declaration;

- (9) The interests of Unit Owners in the Common Elements and Limited Common Elements except as a result of the combination of two or more Developer-owned Units into one as expressed in this Declaration;
- (10) The convertibility of Units into Common Elements or of the Common Elements into Units;
- (11) The leasing of Unit estates;
- (12) The imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit except as provided in Article XV hereof; and/or

## **VIII** **INSURANCE**

The insurance which shall be carried upon the Condominium Property, and the property of the Unit Owner shall be governed by the following provisions:

### 1. AUTHORITY TO PURCHASE:

(a) All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Unit Owners, the Developer, and their mortgages as their interests may appear, in a company having a Best's rating of "B" or better, and provisions shall be made for the issuance of Certificates of Mortgagee Endorsements to the said mortgages, subject to the provisions of subparagraph (b) below. Such policies and endorsements shall be deposited with the Insurance Trustee named in such subparagraph.

(b) The Institutional Mortgagee having the highest dollar indebtedness on Units in the Condominium Property shall have the right to approve and designate the following: (i) the policies and the company or companies acting as the insurers under the insurance placed herein; (ii) the amount of Insurance; and (iii) the right to designate and appoint the Insurance Trustee. The insurance company or companies must be authorized to do business in the State of Florida and shall have an agency in either Dade or Broward County, Florida. In the absence of the action of said mortgagee in giving its approval or disapproval as aforesaid, then the Association shall have said right without qualification.

### 2. COVERAGE.

(a) Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium and insuring the Association, the Owners of Units and Developer, from time to time, provided that the minimum amount of coverage shall be, as to bodily injury and property damage, the combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS for one occurrence and ONE MILLION (\$1,000,000.00) DOLLARS aggregate. Premiums for the payment of such insurance shall be paid by the

Association, and such premiums shall be charged as a Common Expense of the Association for which Assessments are levied.

(b) Casualty. The buildings and improvements upon the Land and all personal property included in the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement; (ii) flood; and (iii) such other risk as from time to time shall be customarily covered with respect to buildings and structures similar in construction, location, and use, including but not limited to, vandalism and malicious mischief.

All hazard policies issued to protect the Buildings shall provide that the word “building” wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the Buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof in accordance with the original plans and specifications. With respect to such coverage, the Unit Owners shall be considered additional insureds under the policy.

(c) Workmen’s Compensation. The Association shall obtain Workmen’s Compensation Insurance to meet the requirements of the law.

(d) Flood Insurance. The Association shall obtain and pay, as a common expense, the premiums upon a blanket policy of flood insurance on the buildings and any other property covered by the required form of policy (herein “insurable property”), in an amount deemed appropriate, but not less than the following: the lesser of: (1) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area; or (2) 100% of current “replacement cost” of all such buildings and other insurable property.

(e) Fidelity Bonds. The Association shall obtain blanket fidelity bonds for all officers, directors, trustees, employees, management agents and all other persons handling or responsible for funds of or administered by and/or on behalf of the Association.

(f) Unit Owner’s Responsibility. Each Owner of a Unit shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit. The Owner of a Unit shall have no personal liability for any damages caused by the Association, or in connection with the use of the Common Elements. An Owner of a Unit shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. THE ASSOCIATION SHALL NOT CARRY INSURANCE FOR AN INDIVIDUAL UNIT OWNER’S PROPERTY OR FOR AN INDIVIDUAL UNIT OWNER’S LIABILITY.

(g) Proviso. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association’s authorized representative, including any trustee with whom the Association may enter into any Insurance Trust

Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance.

3. LOSS PAYABLE TO INSURANCE TRUSTEE. All casualty insurance policies purchased by the Association hereunder shall provide that all proceeds covering casualty losses shall be paid to any bank, savings and loan association or trust company in Hillsborough County, Florida, as may be designated by the Board of Directors of the Association, and approved by the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and then, only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust pursuant to the terms of a Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein.

4. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION:  
The Board of Directors of the Association shall collect and pay the premium for all insurance and all fees and expenses of the Insurance Trustee as part of the Common Expenses for which Assessments are levied.

5. LOSS WITHIN A SINGLE UNIT: If loss shall occur within a single Unit or Units with damage to the Common Elements and/or the party wall between Units and/or structural elements serving more than one (1) Unit, the provisions of Section 6 below shall apply. Losses occurring to personal property within any individual Unit shall be insured by or borne by the individual Owner of a Unit only and the Association shall not be responsible therefore.

6. DETERMINATION OF DAMAGE AND USE OF PROCEEDS: Where a loss or damage occurs within a Unit or Units, or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial damage" (as such term is hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss, except where the loss or damage is solely that to be borne by the Unit Owner as provided above in this Article.

(a) Immediately after a casualty causing damage to any part of the Condominium Property, the Board of Directors of the Association shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single Unit within the Buildings, then it shall be the responsibility of that Unit Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of said deficiency, levy a Special Assessment against all Unit Owners for that portion of the deficiency related to individual damaged Units; provided, however, that if in the opinion of the Board of Directors shall levy the Special Assessment for the total deficiency against each of the Unit Owners, according to the percentages set forth in Article V of this Declaration.

(b) Unless there occurs very substantial damages to or destruction of all or a substantial portion of the Condominium Property, and unless the Unit Owners elect not to rebuild and repair, as provided in Section 7 below of this Article, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the Assessments hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the Unit Owners and their mortgages, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the Assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided.

(c) Notwithstanding the provisions of this Article, if the damage or loss is limited to the Common Elements with no or minimum damage or loss to any individual Units, and if such damage or loss to the Common Elements is less than THREE THOUSAND (\$3,000.00) DOLLARS, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, who shall promptly contract for the repair and restoration of the damage.

7. VERY SUBSTANTIAL DAMAGE: As used in this Declaration, and in any other connection or context dealing with this Condominium, the term “very substantial damage” to, or destruction of, all or a substantial portion of the Condominium Property, shall mean that three-fourths (3/4ths) or more of the total of the Units in the Condominium are rendered untenantable by casualty loss or damage, or loss or damage whereby seventy-five (75%) or more of the total amount of hazard and casualty insurance coverage placed pursuant to this Article becomes payable. Should there occur very substantial damage to or destruction of all or a substantial part of the Condominium Property, the Buildings shall not be reconstructed, unless three-fourths (3/4ths) of the Unit Owners agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. It is understood and agreed that in the event an Institutional Mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee, and the Unit Owner shall then be obligated to deposit the funds necessary for restoring his Unit within the Building towards his share of the rebuilding costs. In the event such reconstruction is not approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the Unit Owners and their mortgages, as their interests may appear, and the Condominium Property shall be removed from the provisions of the Condominium Act with the results provided for by Section 718.117 of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a Certificate, signed by one of the officers of the Association, stating that the said 60-day period has elapsed, and that the Association has not received the necessary writings from three-fourths (3/4ths) of the Unit Owners. In the event any dispute shall arise as to whether or not “very substantial damage” has occurred, it is agreed that such a finding shall be made by the Board of Directors of the Association and shall be binding upon all Unit Owners.

## **IX** **CONDEMNATION**

1. DEPOSIT OF AWARDS WITH INSURANCE TRUSTEE: The taking of Condominium Property by condemnation or deed in lieu of condemnation shall be deemed to be a casualty, and the awards for that taking shall be deposited with the Insurance Trustee. Even

though awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of the Unit Owner's failure to do so, the Board of Directors of the Association may make a Special Assessment against a defaulting Unit Owner in the amount of his award; and/or, the amount of that award shall be set off against the sums hereafter made payable to that Owner.

2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM: Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

3. DISBURSEMENT OF FUNDS: If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not so terminated, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds by the Insurance Trustee after the casualty. It is understood and agreed that the Insurance Trustee shall at all times act on behalf of all Unit Owners and shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas or part thereof. Each Unit Owner hereby appoints the Insurance Trustee as attorney-in-fact for such purposes.

4. UNIT REDUCED BUT HABITABLE: If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes, in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of a Unit: The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) Distribution of Surplus. The balance of the reward, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, if any, the remittance being made payable jointly to the Owner and mortgages.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their principal shares as adjusted by the taking.

5. UNIT MADE UNINHABITABLE: If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable, the award of the taking of the Unit shall be used for the following purposes, in the order stated and the following changes shall be effected in the Condominium:

(a) Payment of Award. The award shall be divided among those Unit Owners whose Units are not habitable in the proportion to their respective interests in the Common Elements, however, no payment shall be made to a Unit Owner until all liens upon this Unit have been first paid off out of his share of the funds in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees has been paid; and the balance, if any, to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be reconstructed and repaired so that the same can be used by all of the Unit Owners in the manner approved by the Board of Directors of the Condominium Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner provided elsewhere for further improvements of the Common Elements.

(c) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the remaining Unit Owner's shares in the Common Elements as percentages in accordance with the adjustment for the additional Common Elements.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay to the Owner(s) the market value of the condemned Unit(s) and to condition the remaining portion of the Unit(s) for use as a part of the Common Elements, the additional funds required for those purposes shall be assessed against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners of the Common Elements after the changes effected by the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner, the mortgagees of the Unit and the Condominium Association within thirty (30) days after notice by either party, the value shall be determined by arbitration pursuant to the rules and procedures of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered by any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the Unit Owner's shares of the Common Elements as they exist prior to the changes effected by the taking.

6. TAKING OF COMMON ELEMENTS: Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of the work exceeds the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after



adjustment of these shares on account of the condemnation. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgages of the Unit.

7. AMENDMENT OF DECLARATION: The changes in Units, in the Common Elements, and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of the Directors of the Association.

## **X MAINTENANCE AND REPAIRS**

1. UNITS: All maintenance, repairs and replacements of, in or to any Unit, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of fixtures, cabinetry, screens, windows (both sides), air conditioning systems servicing that one Unit, doors and entryways, carpets, floor covering, and the electrical, plumbing, heating and air conditioning fixtures and outlets, if any, within the Unit or belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Furthermore, a Unit Owner shall, at his sole cost and expense, maintain the surface of the floor, ceiling and walls of any balcony or terrace and the patio (if any) including enclosures thereof, that is a Limited Common Element of his Unit, the surface of the interior face of any parapet that partially or wholly surrounds that balcony, patio or terrace, and any wiring, electrical outlets, fixtures and light bulbs located on or in that balcony, patio or terrace.

2. COMMON ELEMENTS: Except to the extent (a) expressly provided to the contrary herein, or (b) proceeds of insurance are made available therefore, or (c) as provided below in this Article X, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of a specific Unit Owner in which case such cost and expense shall be paid solely by such Unit Owner.

3. STORAGE SPACES: Should storage spaces or cubicles be available and assigned to the use of a particular Unit as a Limited Common Element thereof, each such storage space or cubicle shall be maintained by that Unit Owner at his sole cost and expense.

4. ENFORCEMENT: In the event the Owner of a Unit fails to maintain such Unit or Limited Common Elements as required by paragraphs 1 and/or 3 above, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in an appropriate Court for an Injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy any Assessment against the Owner of a Unit, and the Unit for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair. Such Assessment shall have the same force and effect as all other Special Assessments. The Association shall have the further right to have its Employees or agents, or any contractors appointed by it, to enter a Unit at all

reasonable times to do such work as is deemed necessary By the Association, to enforce compliance with the provision of this Article.

## **XI**

### **OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES; OCCUPANCY AND USE RESTRICTIONS**

1. **GENERAL AUTHORITY:** The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-Laws of the Association as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Condominium Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, to conduct pest extermination services, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.

(b) The power to make and collect Assessments, fees and other charges against Unit Owners.

(c) The duty to maintain accounting records according to generally accepted accounting principles, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

(d) The power to enter into contracts with others (whether or not they are affiliated with the Association or Developer), for valuable consideration, for maintenance and management of the Condominium Property, and, in connection therewith, to delegate those powers and rights not in conflict with Florida Statute Chapter 718 or the Condominium Documents.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgage and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Owners of Units as may be specified in the By-Laws with respect to certain borrowing.

(f) To grant the permits, licenses and easements and accept permits, licenses and easements as provided in Article XIX hereof.

(g) In addition to the license, permit and easement, noted in Article XIX hereof, subsequent to the recording of this Declaration, the Association, when authorized by a majority of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, parking lots or areas, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the

Condominium, intended to provide for the use or benefit of the Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(h) The power to adopt and amend Rules and Regulations covering the details of the operation and use of the Condominium Property.

In the event of conflict in provisions among the various Condominium Documents as to the powers and duties of the Association or otherwise, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable Rules and Regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable Rules and Regulations; and the By-Laws shall take precedence over applicable Rules and Regulations, all as amended from time to time.

2. 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 for the cost of maintenance and repair, caused by any latent condition of the Condominium Property.

3. RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS: The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4. APPROVAL OR DISAPPROVAL OF MATTERS: Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if present as if at any Association meeting, unless the joinder of record Owners of Units is specifically required by this Declaration or by law. In the event a Unit is owned by more than one person, whether individually, as tenants in common, joint tenants, or tenants by the entirety, or otherwise, the owners of such Unit shall decide between themselves as to which Owners of Units shall cast the vote for that Unit at any Association meeting and will so notify the Secretary of the Association in writing prior to the casting of such vote.

5. ACTS OF THE ASSOCIATION: Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken may be by a majority of the Board of Directors at a meeting held at which a quorum is in attendance, without the further consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

6. INITIAL RULES AND REGULATIONS: In order to provide for a congenial and compatible community and to preserve the value of the Condominium Property and the

individual Units, and the use of the Condominium Property, the Association has promulgated certain Rules and Regulations, a copy of which is attached hereto as Exhibit "E." These Rules and Regulations may be amended from time to time as provided in the By-Laws of the Association. A Unit Owner's use and enjoyment of the Condominium Property will be subject to said Rules and Regulations as hereinbefore referred to and as may be amended and added to from time to time.

## **XII**

### **DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS AND FEES THEREFOR**

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments and/or fees payable by each of them, as determined by the Board of Directors as aforesaid, and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgages. The Common Expenses shall include the expenses of the operation, maintenance, repair and replacement of the Common Elements; costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or by the Association. The budget shall also include reserves for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing and other adequate reserves for the maintenance, repair and replacement of Common Elements that must be replaced on a periodic basis. Any budget shall detail, separately the estimated costs and expenses of the upkeep, maintenance and repair of the recreational facilities. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. The Developer's initial Estimated Operating Budget is attached as part of the condominium disclosure documents with this Declaration.

The Board of Directors may, likewise, from time to time hereafter, establish Special Assessments chargeable to a Unit in the same fashion as regular Assessments are chargeable under the conditions of this Declaration of Condominium. In the event, however, such Special Assessment is caused by failure of a Unit Owner to fulfill his obligations under this Declaration, then in such event the Special Assessment may be levied solely against such Unit Owner.

Initially, the Association shall collect Assessments monthly on the first (1<sup>st</sup>) day of each month of each year but the Association, through its Board of Directors, is authorized to change the collection procedures at its discretion to another arrangement.

## **XIII**

### **COLLECTION OF ASSESSMENTS**

1. LIABILITY FOR ASSESSMENTS: A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments, Special Assessments or fees coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments, Special Assessments or fees against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments, Special Assessments or fees may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or fee charges are made. Should the Association be granted an easement, license and permit to use facilities owned and/or controlled by an Auxiliary Group and be obligated to pay fees therefore, a Unit Owner must still pay his Assessments (which may include such fees) even though he may be barred from use of such facilities due to violations on his part or even though he may waive use and enjoyment of such facilities.

2. DEFAULT IN PAYMENT OF ASSESSMENTS FOR COMMON EXPENSES: Assessments or fees and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the rate of eighteen (18%) percent per annum from the due date until paid. The Association has a lien on each Condominium Parcel for any unpaid Assessments and/or fees as to same, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment and/or fees or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Hillsborough County, stating the description of the Condominium Parcel, the name of the record owner, the amount due and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien shall include only Assessments and/or fees which are due when the claim is recorded. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose the lien for unpaid Assessments and/or fees in the manner of a mortgage foreclosure of real property and may also bring an action to recover a money judgment for the unpaid Assessments and/or fees without waiving any claim of lien.

3. NOTICE OF INTENTION TO FORECLOSE LIEN: No foreclosure suit may be filed until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or fees. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or fees, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner in person or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry, The Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements shall be deemed satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

4. APPOINTMENT OF RECEIVER TO COLLECT RENTAL: If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent during the period of foreclosure.

5. INSTITUTIONAL MORTGAGEE: In the event an Institutional Mortgage shall obtain title to the Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such Institutional Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments, fees or other charges imposed by the Association pertaining to such Unit or chargeable to the former Unit Owner of such Unit which became due prior to its acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu thereof, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses collectible from all of the Unit Owners, excluding such Institutional Mortgagee, but including such Institutional Mortgagee's transferee.

6. DEVELOPER'S LIABILITY FOR ASSESSMENTS: The Developer shall be excused from the payment of the share of the Common Expenses and assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending on the earlier of the date control of the Association is turned over to Unit Owners other than the developer, or two (2) years from the date of such recordation. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

During this maintenance guarantee period, the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Units it is offering for sale, provided that the monthly Assessment for Common Expense imposed on each Unit Owner other than the Developer shall not increase during such period over the amount set forth in the Estimated Operating Budget contained in the Prospectus delivered to all Unit Owners in connection with the initial sale of Units; and provided further that the Developer shall be obligated to pay any amount of Common Expenses incurred during such period and not reimbursed by the Assessment at the guaranteed level received from other Unit Owners.

7. POSSESSION OF UNIT: No person who acquires an interest in a Unit, except an Institutional Mortgagee through foreclosure of its mortgage (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy or use of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments, fees and other charges due and owing by the former Unit Owner relating to that Unit if any, have been paid.

8. CERTIFICATE OF UNPAID ASSESSMENTS: Any Unit Owner has the right to require the Association to furnish to him a Certificate showing the amount of unpaid Assessments, or fees against him with respect to his Unit.

#### **XIV** **CONDOMINIUM DEED**

There is attached to the Prospectus for the Condominium as Exhibit “6” the form of Statutory Condominium Warranty Deed by which the Developer will convey to particular Units within the Buildings and appurtenances thereto in the Condominium to purchasers thereof.

**XV**  
**SALE, LEASE OR MORTGAGE OF UNITS**

1. Should an Owner of a Unit wish to sell or lease his Condominium Parcel he shall deliver, to the Board of Directors of the Association, a written notice of his intent to sell or lease. The notice shall contain the terms he is prepared to accept, and the name, address, and pertinent information of and about the prospective purchaser or tenant, in a form and manner as may be prescribed by the Board of Directors from time to time. The Board of Directors, within fifteen (15) days after receiving such notice, shall either (a) consent to the transaction specified in said notice: or (b) by written notice personally delivered or sent by certified mail to the Unit Owner, designate that the Association, or more Unit Owners, or any other person or persons satisfactory to the Board of Directors is willing to purchase or lease same upon the same terms as those specified in the Unit Owner’s notice. Thereupon, the Unit Owner shall either accept such offer of the Board of Directors or withdraw and/or reject the offer specified in his notice to the Board of Directors. Upon receipt of written advice from the Board of Directors that the Board of Directors has received the written acceptance of the Unit Owner, the stated designee shall thence close under the terms and conditions of the contract previously accepted by the selling or leasing Owner of a Unit. Failure of the Board of Directors to designate such person or persons or itself within said fifteen-day period, or failure of such designee to close the purchase or lease within the period called for under the submitted contract, shall be deemed consent by the Board of Directors to the transaction specified in the Notice of the Owner of a Unit, and the Unit Owner shall be free to make the contract or accept the offer specified in his notice, and may sell or lease the Unit pursuant thereto to the prospective purchaser or tenant named therein.

2. In the case of a sale of a Unit under Section 1 above, the Board of Directors shall give to the Unit Owner an instrument in recordable form showing the consent of the Board of Directors of the Association to the transfer of ownership in the Unit. The Unit Owner shall have no right to sell or lease his Condominium Parcel, except as expressly provided for in Section 1 above.

3. All leases or rental agreements for Units shall be in writing and shall be subject to the requirements of the Declaration, Exhibits thereto and all amendments. No Unit may be leased or rented for a period of less than one (1) year.

4. The subleasing of a Unit shall be subject to the same limitations as are applicable to the leasing thereof, and the Association, shall approve of the prospective sub-tenant. No individual rooms may be rented and no transient tenants may be accommodated in a Unit and no lease or sublease shall have a term of less than thirty (30) days. The liability of the Unit Owner under this Declaration shall continue notwithstanding the fact that he may have leased the Unit as provided herein. Every purchaser or lessee shall take title, subject to this Declaration and all Exhibits hereto and to the provisions of the Condominium Act.

5. Any attempt to sell or lease a Unit without compliance with the provisions of this Article shall be deemed a breach of this Declaration, shall be null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. Furthermore, the Association may, by court action, enjoin any sale or lease or threatened sale or lease, impose a Special Assessment against a Unit for all of the Association's costs and expenses of any litigation or court proceeding and take such other steps and remedies as may be provided or allowed in law or at equity, all of which remedies shall be deemed cumulative and non-exclusive.

6. No Unit Owner may mortgage his Unit or any interest therein other than to an Institutional Lender as hereinbefore defined, without the approval of the Association as determined by the Board of Directors and which approval may be arbitrarily withheld: provided, however, that this Section shall not apply to the Developer or the Association in accepting a purchase money mortgage as part of the purchase price of a Unit, nor to a Unit Owner accepting a purchase money mortgage from an approved purchaser. The Association may charge any Unit Owner a fee for the processing of any application for sale or lease provided under this Section of the Declaration of Condominium as may be permitted under the applicable statutes of the State of Florida.

7. No judicial sale of a Unit shall be valid unless:

- (a) The sale is to a purchaser approved by the Association as hereinabove provided: or
- (b) The sale is a result of a public sale with open bidding.

8. This Article shall not apply to transfers by a Unit Owner to any member of his immediate family (spouse, children or parent).

9. This Article shall not be inapplicable to the Developer, its successors or assigns, or any other person who, together with the Developer, owns a Unit. The Developer, its successors or assigns, alone or with any such person is irrevocably empowered to sell, lease allow use of and/or mortgage Units to any person without Board or Association approval.

10. Any Institutional Mortgagee upon becoming the owner of a Unit through whatever means, shall have the unqualified right to sell, lease, mortgage or otherwise dispose of said Unit including the fee ownership thereof, without Notice to the Board of Directors required under Section I above and without complying with any other paragraph of this Article provided:

- (a) Any Purchaser shall take subject to the terms of this Declaration of Condominium;
- (b) That in all other respects, the provisions of the Condominium Act shall be applicable thereto;
- (c) That nothing herein contained shall be deemed to allow or cause a severance from the Unit of the share of the Common Elements or other appurtenances of said Unit.

11. All provisions of a mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration only as to the right to receive insurance proceeds and the right to approve of companies on which insurance is written, as well as the



Condominium Act requirements concerning the non-effect of prior Assessments in the event of foreclosure by any Institutional Mortgagee.

12. Any purchaser hereunder understands and agrees that the Unit that they are purchasing has been previously occupied by a tenant. It is understood that at the time of commitment of the within Premises to Condominium Ownership that many Units are still occupied by tenants whose leases have not expired or whose rights under the Condominium Act were still in full force and effect. Accordingly, all leases heretofore or hereinafter entered into by the Developer or by prior Owners shall remain in full force and effect during their term and shall not be affected by the provisions of this Declaration of Condominium.

**XVI**  
**DEVELOPER'S CONVEYANCE AND**  
**RIGHT TO SET MAINTENANCE STANDARDS**

1. Each purchaser of a Unit from the Developer hereunder will take possession upon delivery of the deed or conveyance instrument referred to in Article XIV hereof. At the time of delivery thereof a purchaser shall be required to sign a Receipt, Acceptance and Waiver in the form of Exhibit "7" to the Prospectus for this Condominium. All purchasers will be required to execute an Agreement for Sale of Condominium Apartment in form from time to time required by Developer.

2. Each Owner of a Unit, by virtue of his acceptance of a deed and taking possession of the Unit or use thereof conveyed thereby, acknowledges the necessity of maintaining the physical appearance and good reputation of the Buildings, and Common Elements and, additionally, that the success of the Developer in selling, leasing or allowing use of the Units is closely related to their physical appearance and image. Accordingly, for a period terminating either on the 1<sup>st</sup> day of January, 2019, or on the date that the Association comes under the exclusive control of Unit Owners by their election to that Association's Board of Directors in accordance with the By-Laws and the Condominium Act, whichever shall first occur, the Developer shall be empowered to adopt and promulgate from time to time minimum standards for maintenance of the physical appearance of the Common Elements of this Condominium. The standards established by the Developer shall relate particularly, but not necessarily exclusively, to exterior paint on the Buildings, landscaping, pavement, trash and litter removal, and repair and maintenance of exterior surfaces to the Buildings and Common Elements. The minimum standards shall be applicable to the Common Elements and Limited Common Elements of the Condominium and shall not be applicable to the Unit interiors. Further, the Developer shall have the right to inspect from time to time the Common Elements and Limited Common Elements of the Condominium in order to determine whether the Association's maintenance of the Buildings, Common Elements and Limited Common Elements meet the minimum standards established by it hereunder.

3. If the Developer shall find that the Building's exteriors, the Common Elements or the Limited Common Elements of the Condominium Property are not being maintained in accordance with the minimum standards prescribed above, the Developer shall thereafter submit a report to the Board of Directors of the Association. Within thirty (30) days after receipt of the

report, the Association shall commence the maintenance work specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all work shall be the responsibility of the Association and shall be a Common Expense. The opinion of the Developer shall be conclusive as to the nature and price of all work required to be done; and all bids accepted by the Association shall first be approved by the Developer.

4. The Developer may, at its discretion, without necessity of consent by Unit Owners or the Association: (i) construct additional parking areas and/or recreational facilities; (ii) change use of areas in the Common Elements; (iii) combine two or more Units into a single Unit; and (iv) amend this Declaration in the manner provided for in Article VII, Section 2 to accommodate such changes.

## **XVII** **TERMINATION**

This Condominium may be voluntarily terminated at any time, in the manner provided for in Article VII hereof and in Section 718.117 of the Condominium Act. In addition, when there has been “very substantial damage” as defined in Article VIII, Section 6 above, this Condominium shall be subject to termination as provided therein. In addition, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of all Unit Owners and by all Institutional Mortgagees, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the Units of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option and if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:

1. **EXERCISE OF OPTION:** An Agreement to Purchase executed by the Association and/or the record Owners of Units who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered Mail, to each of the record Owners of Units to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating Owner and/or the Association; and shall require the purchase of all Units owned by Owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

2. **PRICE:** The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement, and in the absence of agreement as to price, it shall be determined by appraisers appointed by a Judge of the Circuit Court in and for Hillsborough County, Florida, on the petition of the purchaser. The expenses of appraisal shall be paid by the purchaser.

3. **PAYMENT:** The purchase price shall be paid in cash.

4. CLOSING: The sale shall be closed within sixty (60) days from the date of determination of price.

## **XVIII**

### **MISCELLANEOUS PROVISIONS**

1. COVENANTS: All provisions of this Declaration and exhibits attached hereto, and any amendments thereto, shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every Unit and the appurtenances thereto; and the Association and every Unit Owner and claimant of a Unit or any Interest therein, and his, her or its heirs, executors, administrators, successors and assigns, as the case may be, shall be bound by all of the provisions of this Declaration and Exhibits attached hereto and any Amendments thereto.

2. MORTGAGE STATUS: If an Institutional Mortgagee by some circumstances fails to be the holder of a first mortgage but it is evident that its mortgage was intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits attached hereto be deemed to be a first mortgage.

Upon written request to the Condominium Association, identifying the name and address of the First Mortgagee or insurer or guarantor of a first mortgage encumbering a Unit and identifying the Unit and its address, any such First Mortgage, insurer or guarantor will be entitled to timely written notice from the Condominium Association of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit subject to such mortgage;
- (b) Any delinquency in payment of Assessments or charges owed by a Unit Owner of such Unit, subject to such mortgage, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and/or
- (d) Any proposed action which would require consent of the specified Institutional Mortgagees as set forth in this Declaration regarding amendments hereof.

3. PARTITION: No Unit Owner of a Unit shall bring, or have any right to bring any action for partition or division of the Condominium Property.

4. SEVERABILITY: If any provision of this Declaration, or any Exhibit attached hereto, or of the Condominium Act, is held invalid by a court of competent jurisdiction, the validity of the remainder of this Declaration and Exhibits attached hereto shall not be affected thereby.

5. CAPTIONS: Article numbers, paragraph titles and captions contained throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit or in any way affect this Declaration.

6. NOTICES: Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owner by Certified Mail, return receipt requested, at the Unit address in the Condominium, and by the Association by Certified mail, return receipt requested:

Village Oaks Condominium 19 Street, Inc.  
c/o Anton Philipp  
90 Alton Rd., #1703  
Miami Beach, FL 33139

Any of the above shall have the right to change the place of notice to him or it, by written notice, in accordance with the terms and provisions of this Section.

7. CONDOMINIUM WORKING CAPITAL FUND: At the time the Developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a Unit Owner in this Condominium), the purchaser shall deposit a sum equal to two (2) times such purchasers' monthly maintenance expense into the purchasers' condominium fund (condominium working capital fund) for the purpose of initial maintenance, reserve, emergency needs, initial items, non-recurring items, capital expenses, permits, licenses, and all utility deposits and advance insurance premiums for insurance policies and coverages pursuant to this Declaration and the exhibits attached hereto. All of the foregoing expenses or items may be paid from the condominium working capital fund. If the Developer has paid any of the foregoing expenses or items, then any such expense or item shall be paid to or reimbursed to the Developer from the condominium working capital fund. The purchasers' condominium fund may be commingled by the Association with any of its other funds. Prior to the time that maintenance payments are commenced for the condominium, all maintenance expenses may be paid from the purchasers' condominium fund.

8. UTILITIES EASEMENTS: Utilities easements including, but not limited to easements for water and sewers as well as the terms of the agreements regarding the use, maintenance, upkeep, replacement and repair of the same have been and/or will be placed on record with respect to the Condominium Property. All such easements, including such easements as are more particularly described in Exhibit "B" hereto, shall be and are superior to the rights of all parties claiming under this Declaration. Developer discloses that certain utilities lines, including such lines as are or may be installed pursuant to the agreements regarding the easements, as more particularly described in Exhibit "B" hereto, cross through, touch and affect certain courtyard Limited Common Elements. All parties claiming under or consenting to this Declaration of Condominium take and hold and subordinate their respective interests to such easements. Unit Owners understand that any such courtyard Limited Common Elements affected by such easements shall be inferior thereto and understand and acknowledge that the use rights of such appurtenant Limited Common Elements may be temporarily interrupted in the event of servicing, replacing, maintaining, or improving any such lines or systems by parties bearing such responsibilities in accordance with such easements or agreements relative thereto.

9. RIGHTS OF INSTITUTIONAL MORTGAGEES: Notwithstanding anything in this Declaration of Condominium to the contrary, all rights and benefits herein granted to the Developer, its designees, successors or assigns, shall inure to the benefit of and become the right

and privilege of any Institutional Mortgagee, their successors and assigns, which may acquire title to all or any part of the Condominium Property as a result of foreclosure of a mortgage held by said Institutional Mortgagee or as a result of a Deed given in Lieu of Foreclosure.

**IN WITNESS WHEREOF**, the Developer has caused this Declaration of Condominium to be executed this \_\_ day of \_\_\_\_\_, 2014.

**RRBT, LLC**  
A Florida Limited Liability Company

By: \_\_\_\_\_

Name: Anton Philipp  
Title: President

State of Florida  
County of \_\_\_\_\_

I certify that on this date before me, \_\_\_\_\_, an officer duly authorized in the state and county named above to take acknowledgments, \_\_\_\_\_ personally appeared, that the person is (circle one: personally known / produced satisfactory identification, that [he/she] is the person described in and who executed the foregoing instrument, and [he/she] acknowledged before me that [he/she] executed the same.

Executed and sealed by me at \_\_\_\_\_, Florida on \_\_\_\_\_.

\_\_\_\_\_

Print Name:

Seal:

Notary Public in and for  
the State of Florida

My commission expires on \_\_\_\_\_.