

O. R. 1764 PG 2015

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CERTIFICATE OF AMENDMENT

DECLARATIONS OF CONDOMINIUM
VILLAGE BROOKE CONDOMINIUM I
VILLAGE BROOKE CONDOMINIUM II
VILLAGE BROOKE CONDOMINIUM III

WE HEREBY CERTIFY THAT the attached amendment to the Declarations of the three Village Brooke Condominiums, which Declarations were respectively recorded at O.R. Book 1080, Page 40 et seq.; O.R. Book 1227, Page 2055 et seq.; and O.R. Book 1262, Page 1681 et seq. of the Public Records of Sarasota County, Florida, were duly adopted by the Association membership at the adjourned annual meeting held March 11, 1985.

(Additions indicated by underlining, deletions by ----)

SECTION 15. CONVEYANCE, SALE, RENTAL, LEASE AND TRANSFER

In order to insure a community of congenial residents and thus protect the value of each Condominium Parcel, the sale, leasing, rental and transfer of Condominium Parcels by any Owner other than Developer shall be subject to the following provisions:

15.05 Application and Screening Fee. In order to permit the Association to exercise its rights as provided herein, no unit or any interest therein may be sold, leased or transferred without prior approval by the Association as provided herein, upon application to the Association for such approval on such forms the Association may provide and with such information as the Association may reasonably require. Further, no such application shall be complete unless accompanied by a payment to the Association of a fee in the amount of \$50.00, or \$25.00 for an application to lease or rent a unit to a person who has previously leased or rented a unit at Village Brooke; no such fee is required for the renewal or extension of an existing lease.

(Renumber subsequent sections)

IN WITNESS WHEREOF, we have affixed our hands this 20 day of March, 1985, at Sarasota, Fl. Sarasota County, Florida.

WITNESSES:

VILLAGE BROOKE CONDOMINIUM
ASSOCIATION, INC.

90051469

This instrument prepared and return to:
CHAD M. MCLEATHEN, S
E.P. & S.
P.O. BOX 40375
GAINESVILLE, Florida 34220

13.00
2.00

CERTIFICATE OF AMENDMENT TO
DECLARATIONS OF CONDOMINIUM OF
VILLAGE BROOKE CONDOMINIUM I, II AND III
and to the
ARTICLES OF INCORPORATION AND BY-LAWS OF
VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED officers of Village Brooke Condominium Association, Inc., a not-for-profit corporation organized and existing to operate and maintain Village Brooke Condominium I, II and III, according to the Declarations thereof as respectively recorded in O.R. Book 1080, Page 40, et seq., O.R. Book 1227, Page 2055, et seq., and O.R. Book 1262, Page 1681, et seq., all of the Public Records of Sarasota County, Florida, and according to the Articles of Incorporation thereof, which were attached as an Exhibit and recorded in O.R. Book 1227, Page 2110, et seq., Public Records of Sarasota County, Florida, and according to the By-Laws which were attached as an Exhibit and recorded in O.R. Book 1227, Page 2099, et seq., also of the Public Records of Sarasota County, Florida, hereby certify and confirm that the following amendments to the Declaration, Articles of Incorporation and By-Laws were duly adopted by not less than two-thirds (2/3rds) of all unit owners at a special meeting of the Association held on April 16, 1990. The foregoing amendments were proposed and adopted in accordance with the requirements of the condominium documents and Florida law.

BOOK 2210
PAGE 2400

(Additions indicated by underlining, deletions by ---)

DECLARATIONS OF CONDOMINIUM

SECTION 5. CHANGES IN PLANS AND SPECIFICATIONS AND AMENDMENTS OF DECLARATION

5.03 Amendment of Declaration by Owners. This Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the Bylaws, by the affirmative vote of not less than two thirds (2/3) of the Voting Members who are present in person or by proxy of the Association. Each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public records of Sarasota County, Florida. Unless otherwise provided herein, no such amendment shall change the proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit unless the record owner(s) thereof, and all record owners of mortgages or other liens which have been voluntarily placed on a unit, shall consent in writing to the execution of the amendment. No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. The rights of the Developer shall not be subject to change without the approval of Developer.

SECTION 16. OBLIGATIONS OF UNIT OWNERS.

16.01 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

hatchback or convertible, and shall also include station wagons and utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeeps, mini-vans (vans not exceeding 18' in length), and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars and the like.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto) and trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pickup trucks) shall be prohibited from parking in any area. Moreover, commercial vans (any van used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto, or designed or used principally for the carriage of goods other than the personal effects of the passenger), full-size vans, motorcycles and mopeds or similar two wheeled motor bikes, boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, any and all other vehicles, other than the aforescribed, shall be prohibited from parking in any area.

Notwithstanding the above, unmodified full-size vans, and unmodified pick-up trucks under 18 feet in length, operated by guests of Unit Owners, may be temporarily parked on the Complex, east of the #1 tennis courts only, for not more than 14 days in any calendar year.

Service vehicles may be temporarily parked in the Complex during the time they are actually servicing a unit, but in no event overnight.

ARTICLES OF INCORPORATION

ARTICLE XI
AMENDMENT OF ARTICLES

These articles may be amended by an affirmative vote of not less than two thirds (2/3) of the Voting Members who are present in person or by proxy at a duly convened membership meeting of the Association.

BY-LAWS

SECTION 7. APPROVAL BY VOTING MEMBERS

7.1 The association shall act through its Board of Directors and only the following matters shall require an affirmative vote of the Voting Members of the Association:

Matter to be Approved	Approval Required
(1) Alteration, improvements or additions to the Common Elements	<u>Not less than 2/3 of the Voting Members who are present in person or</u>

CERTIFICATE OF AMENDMENTS TO
 DECLARATIONS OF CONDOMINIUM FOR
 VILLAGE BROOKE CONDOMINIUM I,
 VILLAGE BROOKE CONDOMINIUM II, AND
 VILLAGE BROOKE CONDOMINIUM III
 AND TO
 ARTICLES OF INCORPORATION
 AND
 BYLAWS
 OF
 VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED officers of Village Brooke Condominium Association, Inc., a not-for-profit corporation organized and existing to operate and maintain Village Brook Condominium I, Village Brooke Condominium II and Village Brook Condominium III, according to the Declarations thereof as recorded in O.R. Book 1080, Page 40, et seq., O.R. Book 1227, Page 2055, et seq., and O.R. Book 1262, Page 1681, et seq., respectively, all of the Public Records of Sarasota County, Florida, and according to the Articles of Incorporation thereof, which were attached as an Exhibit and recorded in O.R. Book 1227, Page 2110, et seq., Public Records of Sarasota County, Florida, and according to the By-Laws which were attached as an Exhibit and recorded in O.R. Book 1227, Page 2099, et. seq., also of the Public Records of Sarasota County, Florida, hereby certify and confirm that the following amendments to the Declaration, Articles of Incorporation and By-Laws were duly adopted by not less than two-thirds (2/3rds) of the Association members present, in person or by proxy, at a special meeting of the Association held January 18, 1993. The foregoing amendments were proposed and adopted in accordance with the requirements of the condominium documents and Florida law.

(additions indicated by underlining, deletions by "----",
 and unaffected language by . . .)

DECLARATIONS OF CONDOMINIUM

(unless otherwise indicated, the amendments pertain
 to all three Declarations)

VILLAGE BROOKE I:

WHEREAS, VILLAGE BROOKE ASSOCIATES, a Florida Partnership, ~~having its offices at 3247 Beneva Road, Sarasota, Florida~~ (herein called "Developer") ~~owns~~ in fee simple certain real property described as ~~Phase I~~ in the Exhibits "A", attached hereto and incorporated herein by reference, and ~~desires to submit~~ the Phase I Property to the condominium form of ownership;

NOW THEREFORE, in order to create a Condominium consisting of the ~~Phase I~~ Property and the improvements constructed ~~and to be constructed~~ thereon, to be known as "Village Brooke Condominiums I", the Developer ~~hereby submitted~~ the Phase I Property and all of its interest therein to the Florida Condominium Act (Chapter ~~711~~ 718, Florida Statutes, as amended),

VILLAGE BROOKE II:

WHEREAS, VILLAGE BROOKE ASSOCIATES, a Florida Partnership, having its offices at 3247 Beneva Road, Sarasota, Florida (herein called "Developer") owns a fee simple certain real Property described in the Exhibits "e", attached hereto and incorporated herein by reference, and is in the process of developing submitted said Property into a phased condominium known generally as Village Brooke.

WHEREAS, the Developer submitted Phase I of Village Brooke to condominium ownership on the 27th day of May, 1975, by recording Village Brooke Condominium I Declaration of Condominium ownership in Official Records Book 1080 Page 40-82 of the Public Records of Sarasota County, Florida;

WHEREAS, the Developer owns a fee simple certain real Property located within the boundaries of Exhibit "G" described as Phase II in Exhibit "A" attached hereto and incorporated herein by reference, and desires to submit the Phase II Property to the condominium form of ownership;

NOW THEREFORE, in order to create a Condominium consisting of the Phase II property and the improvements constructed and to be constructed thereon, to be known as "Village Brooke Condominiums II", the Developer hereby submitted the Phase II property and all of its interest therein to the Florida Condominium Act (Chapter 718, Florida Statutes, as amended or may hereafter be amended), and in furtherance thereof made the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declared and agrees that the Phase II property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration (which Declaration is intended to create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the Condominium Property and their respective successors, heirs, executors, administrators and assigns).

VILLAGE BROOKE III:

WHEREAS, VILLAGE BROOKE ASSOCIATES, a Florida Partnership, having its offices at 3247 Beneva Road, Sarasota, Florida (herein called "Developer") owns a fee simple certain real property described in the Exhibits "e", attached hereto and incorporated herein by reference, and is in the process of developing submitted said Property into a phased condominium known generally as Village Brooke.

WHEREAS, the Developer submitted Phase I of Village Brooke to condominium ownership on the 27th day of May, 1975, by recording Village Brooke Condominium I Declaration of Condominium ownership in Official Records Book 1080, Page 40-82 of the Public Records of Sarasota County, Florida;

WHEREAS, the Developer submitted Phase II of Village Brooke to Condominium ownership on the 30th day of March, 1976, by recording Village Brooke Condominium II Declaration of Condominium ownership in Official Records Book 1227 Page 2055

~~generally known as Village Brooke. All references to subsequent phases in this Declaration of Condominium should be disregarded. There will be no additional development after the completion of Phase III.~~

NOW THEREFORE, in order to create a Condominium consisting of the Phase III property and the improvements constructed ~~and to be constructed~~ thereon, to be known as "Village Brooke Condominiums, III", the Developer hereby submitted the Phase III property and all of its interests therein to the Florida Condominium Act (Chapter 718, Florida Statutes, as amended or may hereafter be amended), and in furtherance thereof ~~makes~~ made the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declared and agrees that the Phase III Property would is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration (which Declaration is intended to create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the Condominium Property and their respective successors, heirs, executors, administrators and assigns).

SECTION 3. DEFINITIONS.

3.05 Common Expenses: the expenses incurred in the maintenance, administration, improvement and repair of the Common Elements and Association Property as set forth in Section 12.01.

3.08 Condominium Act: The Condominium Act of the State of Florida (F.S. ~~711~~ 718, et seq.) as the same may be amended from time to time, which amendments are adopted and included herein by express reference, except where variances are permitted by law and appear in this Declaration, or the Articles of Incorporation or Bylaws of the Association.

3.23 Voting Member: the person or persons entitled to vote pursuant to Article IV of the Articles of Incorporation of the Association. ~~When Unit Owners have the right to vote, that Unit Owner designated by the Owner or Owners of a majority interest in a single Condominium Unit to cast the vote appurtenant to such Unit, or, in the case of a Condominium Unit being owned by a legal entity other than a natural person, the person designated by such legal entity. A voting member must be designated by a statement filed with the Secretary of the Association, in writing, by the Owners of a majority interest in the Condominium unit as the person entitled to cast the vote for all such owners. The designation may be revoked and a substitute Voting Member designated at any time at least five (5) days prior to a meeting. If such statement is not filed with the Secretary at least five (5) days prior to any meeting, no vote shall be cast at such meeting by or for said Unit Owner(s), contrary to the Membership List provisions of Section 3.2 of the Bylaws of~~

Declarations for Village Brooke Condominium II & III] the Condominium Act.

SECTION 4. GENERAL DEVELOPMENT AND IDENTIFICATION

~~4-03~~ 4.02 Common Facilities. The recreation facilities to be made available by the Developer consist of a Club house, Swimming Pool, Shuffleboard Courts and two Gazebos [and tennis court in Declaration for Village Brooke Condominium II; three gazebos and two tennis courts in the Declaration for Village Brooke Condominium III]. The Developer reserves the right at any time to make the recreational facilities noted above available to all residents on the property described in Exhibit C, including residents of Rental Apartments, provided that the expenses applicable to the above listed facilities shall be prorated between Condominium Unit Owners and Occupied Rental Apartments.

(Substantial revision of Section. Current subsection 4.02, pertaining to additional projects to be constructed by the Developer, is now obsolete and thereby deleted in its entirety. See current Section 4 for present text.)

SECTION 5. ~~CHANGES IN PLANS AND SPECIFICATIONS AND~~
AMENDMENTS OF DECLARATION

~~5-03~~ 5.01 Amendment of Declaration by Owners. Upon the submission of a resolution proposing a Declaration amendment, advanced by either the Board of Directors or by not less than twenty percent (20%) of the Members of the Association, this Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the Bylaws, by the affirmative vote of not less than two thirds (2/3) of the Members who are present in person or by proxy. Each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public records of Sarasota County, Florida. Unless otherwise provided herein, no such amendment shall change the proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit unless the record owner(s) thereof, and all record owners of mortgages or other liens which have been voluntarily placed on a Unit, shall consent in writing to the execution of the amendment. No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. The rights of the developer shall not be subject to change without the approval of Developer.

(Substantial revision of Section. Current subsections 5.01 and 5.02, pertaining to the Developer's power to change plans and specifications of the condominium, are

~~6-02~~ 6.01 Developer hereby established for its own benefit, and for the benefit of its successors and assigns, the following:

(a) An easement in common with others for ingress and egress, by vehicle or on foot, in, to, upon, over and under the passageways located on the Condominium Property.

(b) A non-exclusive easement for the benefit of the ~~Developer, its successors and assigns, and the~~ Unit Owners in ~~Phase I and subsequent Phases,~~ over the entry drive on Beneva Road and other roadways ~~in Phase I~~ for ingress and egress from and to the Condominium Property Phase I, contiguous property and Beneva Road.

(c) The right to locate utilities including sewer, gas, electricity, telephone and television cable under, upon, over, in and through the Condominium Property.

(d) ~~In the event that Subsequent Phases are submitted to condominium ownership,~~ the Unit Owners of each phase shall have a perpetual non-exclusive easement for ingress, egress, utilities and drainage over, under, through and about the common elements of each phase (including the Clubhouses and recreation facilities) and such easement shall survive until the termination of ~~all~~ the Village Brooke Condominiums phases.

(e) The right to create easements in and through the Condominium Property and to designate the beneficiaries thereof, including itself and tenants of Rental Apartments, without approval of the Association or any Unit Owners. ~~Developer shall have this right~~ for so long as it owns any portion of the property described in Exhibit C or until January 1, 1980, whichever is the longer. Easements granted by the Developer may could be perpetual or for a term of years. ~~The easements granted by Developer shall not structurally weaken the building improvements nor unreasonably interfere with the enjoyment of the Condominium Property by the Unit Owners.~~

(Substantial revision of Section. Current subsection 6.01, pertaining to various Developer rights, is now obsolete and thereby deleted in its entirety. See current Section 6 for present text.)

SECTION 7. COMMON ELEMENTS

7.02 ~~Right To Limit Use of~~ Limited Common Elements. The Association may reserve for the exclusive use of a certain number of Condominium Units areas not contained within unit boundaries, such as parking spaces, special corridors, stairways, sanitary services common to the Condominium Units of a particular building, storage rooms and the like. All such areas which are reserved for exclusive use of Units shall be Limited Common Elements and shall be treated as such for all purposes ~~except exclusivity of use.~~

expenses of Phase I and Subsequent Phases may be commingled. The Association shall have all the powers and duties set forth in the Condominium Act, as well as all the powers and duties granted to or imposed upon it by this Declaration, the Bylaws of the Association (which are annexed hereto as Exhibit E) and its Articles of Incorporation (which are annexed hereto as Exhibit F) as they may be amended from time to time. No modification of or amendment to the Bylaws or the Articles of Incorporation of said Association, shall be valid unless set forth in or annexed to a duly recorded amendment of this Declaration. The ByLaws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment thereto shall be adopted which would affect or impair the validity or priority of any mortgagee covering any Condominium Parcel(s), or which would change the provisions thereof with respect to institutional mortgages, without written approval of all Institutional Mortgagees of record. ~~No such amendment shall change the rights and privileges of the Developer without the Developer's written approval. Until such time as the Unit Owners become entitled to elect a majority of the Members of the Board of Directors of the Association pursuant to Article IV of the Articles of Incorporation of the Association, the Board of Directors shall be the only voting Members and as such shall be the only Members of the Association who are entitled to have any voice in the management of the affairs of the Association, and no other Member shall have any vote or voice with respect to any matter whatsoever.~~

10.02 Every Unit Owner, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Condominium Documents.

10.03 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain, replace and repair the Condominium Property and the Association Property, the Association shall not be liable for injury or damage, including damage to units or contents therein, other than the cost of maintenance, replacement and repair of the property to be maintained by the Association, caused by a latent condition of the property to be maintained, replaced and repaired by the Association of which the Association does not have knowledge, or caused by the elements, or by other owners, their servants, guests or invitees, or by any other persons, but it is expressly provided that in the event that the maintenance, repair, or replacement of a Unit is undertaken by the Association and the same results in incidental damage to an individual Unit, such damage shall promptly be repaired by the Association at the expense of the Association but only as to originally constructed improvements and not owner alterations, additions or improvements.

10.04 The Association may charge a use fee against a unit owner, and also require a security deposit in regard to the exclusive use of common elements or Association Property by such unit owner, and may promulgate, by rule, further conditions governing such exclusive use.

~~which are not included in the Maintenance Agreement, or which are to be provided at cost pursuant to the Maintenance Agreement, or which are incurred after the termination of the Maintenance Agreement,~~ shall be assessed against each Unit Owner and Condominium Parcel as provided for in the Condominium Documents. The Association also has the power to make Assessments to cover other obligations of the Unit Owners under the Condominium Documents, including but not limited to assessments for late charges, lease payments, interest, attorney's fees, damage to Units caused by Unit Owners, repairs undertaken for Unit Owners, commissions, services not covered by the Maintenance Agreement and the like. All payments upon account shall be first credited to interest, then to any administrative late charge, then to any costs and attorney's fees incurred in collection, and then to Assessment payment first due.

11.04 If the holder of an Institutional First Mortgage, or a purchaser of a Condominium Parcel at foreclosure sale, obtains title to a Condominium Parcel as a result of foreclosure of the Institutional First Mortgage, or if the holder of an Institutional First Mortgage accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall ~~not~~ be liable for any Assessments levied prior to its acquisition of title to the extent provided in the Condominium Act; ~~and such any~~ unpaid Assessments shall be deemed to be a Common Expense and shall be collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

11.05 Except as provided in Section 6.01 and 11.04 above, no person who acquires an interest in a Unit, including persons acquiring title by operation of law and purchasers at judicial sales, shall be entitled to occupy the Unit or use the Common Elements until all unpaid Assessments due and owing by the former Unit Owner(s) have been paid. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to ~~the developer, management company, Unit Owner(s), or any third party.~~

SECTION 12. COMMON EXPENSES AND COMMON SURPLUS

12.01 Common Expenses. ~~Except as modified by the Maintenance Agreement,~~ The Common Expenses of the Condominium shall be shared by the Unit Owners in the same proportions as their percentage of ownership interest in the Common Elements. ~~In the event that subsequent phases are developed,~~ The Common Expenses shall be allocated between phases in the manner set forth in Exhibit D. It is understood that Common Expenses shall include all taxes, assessments, insurance, and all other expenditures for which the Association shall be responsible, including those in connection with Common Elements and Association Property, and in connection with pest services within Units, security services, and, at the discretion of the Board, master television and other services, and expenditures contracted for in any Maintenance Agreement or Lease Agreement. Water and sewer service which is not metered to individual Units shall be Common Expenses.

ATTN: Ted Collins

866 279 8971

Property and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium Property or Properties, Association Property and other type properties, and may delegate to the contractor or manager all of the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have the approval of the membership of the Association.

13.02 Each Unit Owner agrees as follows:

* (a) To maintain and bear the cost of maintaining his Unit and the entire interior thereof in good and tenable condition, and to maintain, repair, replace and bear the cost of maintaining, repairing and replacing the fixtures and equipment located therein or which serve only his Unit including, but not limited to, the following when applicable: air conditioning and heating units, any and all appurtenances thereto wherever situated including, but not limited to, any exterior parts thereof; refrigerator, stove, fans, dishwasher, and all other appliances; drains, plumbing fixtures, meters and connections, sinks, plumbing within the Unit; electric panels, wiring, outlets, and electric fixtures within the Unit; interior doors, windows, screening and glass; all exterior doors and windows, including frames, glass, screens and screen doors, except the painting of the exterior faces of exterior doors which shall be a responsibility of the Association; and all lanai, balcony and patio screening and woodwork.

... (i) To maintain, repair and replace any additions, alterations or improvements to the Unit (or common elements, if applicable) which the Unit Owner or his predecessors installed; provided however, nothing herein shall be construed to allow an Owner to alter, improve or add to the condominium property without prior Association approval to the extent elsewhere required.

... 13.05 The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and the Association Property, provided that in the event the maintenance, repair, or replacement of a portion of the Condominium Property for which the Association has maintenance responsibility is caused by or through, or is the result of, the willful or negligent act of the Owner of an individual Unit, his family, servants, guests, tenants, or invitees, the cost of such maintenance, repair, or replacement shall be the responsibility of such Unit Owner and shall be paid for by such Unit Owner upon demand of the Association. In the event such payment is not made by the Unit Owner after demand by the Association, such cost shall thereupon become a lien upon the unit and may be collected and enforced in the same manner as Assessments as hereinafter provided in this Declaration. An owner shall similarly be responsible to reimburse other owners for damage to their units if the owner has caused the damage as set forth herein; however, in this situation, the Association is under no obligation to collect reimbursement on behalf of any unit owner. if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Unit Owner, the cost of such repairs or

SECTION 14. INSURANCE PROVISIONS

14.01 Liability Insurance. The Association shall maintain comprehensive public liability and property damage insurance covering all of the Common Elements and Association Property and insuring the Association, and the Unit Owners ~~(and, as long as the Maintenance Agreement is in effect, the Developer and Management Company)~~, as named insureds in such amounts as the Association determines necessary, provided that the minimum amount of coverage shall be \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury to or death of any number of persons arising out of any one occurrence, and \$100,000 for any instance of property damage. Premiums for such insurance shall be paid for by the Association.

14.02 Property Insurance.

(a) Purchase of Insurance. The Association shall obtain and maintain fire, windstorm and extended coverage insurance (including vandalism and malicious mischief insurance) covering all the insurable Condominium Property and Association Property (except such personal property as may be owned by the Unit Owners and equipment within a unit whose coverage by an Association policy is prohibited by law), including personal property owned by the Association, as their interests may appear, with a company selected by the Association having a policyholder's rating of not less than A in the most recent edition of Best's Insurance Guide, in an amount equal to 80% of the full Replacement Cost of the Condominium Property as determined annually by the Association. The Company or Companies with whom such insurance coverage is placed, as provided in this Declaration, must be authorized to do business in the State of Florida.

...

14.03 Reconstruction or Repair After Casualty.

(c) Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance, and repair and replacement is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair of any damage caused by casualty. In all other instances the responsibility of reconstruction and repair of damage caused by casualty shall be that of the Association.



...

(e) Assessments. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements or Association Property, in sufficient amounts to provide funds for the payment of such

14.07 Unit Owner's Insurance. Each individual Unit Owner may purchase, at his own expense, liability insurance to cover accidents occurring within his Unit and insurance on his own personal property. ~~No Unit Owner shall purchase any casualty insurance covering his Unit without approval of the Association.~~

SECTION 15. CONVEYANCE, SALE, RENTAL, LEASE AND TRANSFER

In order to insure a community of congenial residents and thus protect the value of each Condominium Parcel, the sale, leasing, rental and transfer of Condominium Parcels by any Owner ~~other than Developer~~ shall be subject to the following provisions:

15.01 Right of First Refusal. In the event the Owner of any Condominium Parcel wishes to sell the same (and as a condition precedent to each and every such sale) and shall have received a bona fide offer to purchase same, such Owner (Seller) shall notify the Association in writing that the Condominium Parcel is for sale and shall supply the Association with an executed copy of such offer and the terms thereof, including the name of the prospective purchaser and such other information as the Association, in the reasonable exercise of its discretion, may request. The Association shall have the option for twenty (20) days following receipt of such offer to purchase the Parcel on the terms and conditions set forth in the offer, which option shall be exercised if at all by notice in writing given to the Seller within said 20-day period. The Association shall have the right to assign the option herein granted to any Unit Owner or to any purchaser approved by the Association. If the Association or its assignee does not exercise the option herein granted, the Seller shall have the right for a period of sixty (60) days after the receipt by the Association of the original offer within which to complete the transaction described in the offer to the purchaser named therein. If for any reason such transaction is not concluded and notice of such fact given to the Association within said 60-day period, the offer shall be deemed to have been abandoned and the provisions of this Section shall be reimposed on the Parcel in question.

For the purpose of this Section, the term "bona fide offer" shall mean an offer made by a prospective purchaser, in good faith, to purchase the Condominium Parcel. Moreover, if the Board of Directors disapproves a proposed sale for "cause", the owner desiring to sell the Parcel shall have no right to proceed with the proposed sale. "Cause" shall be determined by the Board, upon objective criteria formulated by the Board, including, but not limited to, financial stability, personal references, and ownership or rental history of the proposed occupant.

15.02 Application. The right of first refusal provided for in Section 15.01 shall not apply to transfers made by ~~the Developer, or any partner, affiliate or subsidiary of the Developer, or to transfers made solely for the purpose of~~

15.04 Rental or Lease. No Condominium Parcel shall be leased or rented more than ~~four~~ three times in any one calendar year, nor shall any Condominium Parcel be leased or rented for a period of time less than ~~thirty-days~~ two months. It is recognized that leases are sometimes terminated early due to circumstances beyond the control of the owner. In recognition of this fact, the Board has the right, in its sole discretion, to approve a new lessee in the event that an existing lease is terminated early. The terms, conditions, lessee and proposed occupant shall be subject to the approval of the Association. The Association shall have the right to require that a substantially uniform form of lease be used. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent condominium documents including this Declaration of Condominium and current Rules. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the lessee, or otherwise; shall contain a provision authorizing the lessee to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide it shall be deemed to include such provisions. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Member from any obligation under this Declaration.

15.05 Application and Screening Fee. In order to permit the Association to exercise its rights as provided herein, no unit or any interest therein may be sold, leased or transferred without prior approval by the Association as provided herein, upon application to the Association for such approval on such forms the Association may provide and with such information as the Association may reasonably require. Further, no such application shall be complete unless accompanied by a payment to the Association of a fee in the amount of ~~\$50.00~~ \$100.00, or \$25.00 for an application to lease or rent a unit to a person who has previously leased or rented a unit at Village Brooke; no such fee is required for the renewal or extension of an existing lease. Moreover, the prospective purchaser, lessee, or transferee shall make himself or herself available for a personal interview by the screening committee prior to the approval of such transfer; the screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the prospective purchaser, lessee or transferee to appear for a personal interview in Sarasota County.

15.08 Multiple Owners. If a Unit is owned by a corporation, partnership, or by multiple owners (other than husband and wife), then the person entitled to occupy the Unit shall be designated by a certificate signed by the president or vice president of a corporation, a general partner of a partnership, or the multiple owners, respectively, and filed with the Secretary of the Association. A certificate designating the



SECTION 16. OBLIGATIONS OF UNIT OWNERS.

16.01 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

(a) Use or permit the use of his Unit for any purpose other than as a single family residence or fail to maintain his Unit in a clean and sanitary manner; single family residential use shall mean a single housekeeping unit composed of one person, two people no matter how related, or three or more people all of whom are related to each other by blood, marriage, or legal adoption, so long as no more than two people per bedroom shall reside in any Unit;

(b) Permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or Association Property, or which will obstruct or interfere with the rights of other Members, or commit, permit or suffer any nuisance, annoyance or illegal act in his Unit or on the Common Elements or Association Property;

(c) Fail to conform to and abide by the By-Laws and non-discriminatory rules and regulations in regard to the use of the Condominium Property and Association Property which may be adopted in writing from time to time by the Association, and to see that all persons using Unit Owner's property by, through or under him do likewise;

...

(f) Be permitted to make any adjustments whatsoever to any of the equipment located on the Common Elements or Association Property without first obtaining the permission of the Association;

(g) Attempt to exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or Association Property, or by the abandonment of his Condominium Unit.

SECTION 17. PRIORITY OF DOCUMENTS

17.01 In the event of conflict among or between documents, the following shall prevail: the Declaration of Condominium shall take priority over the Articles of Incorporation, ByLaws, and Rules and Regulations; the Articles of Incorporation shall take precedence over the ByLaws and Rules and Regulations; and the ByLaws shall take precedence over the Rules and Regulations.

(Substantial revision of Section. The current provisions of Section 17, pertaining to the original management agreement, are now obsolete and thereby deleted in their entirety and replaced by the language regarding the priority of documents, underlined above. See current Section 17 for present text.)