

be changed from time to time. The Association shall determine those capital improvements to be replaced, acquired or repaired with the deposits in the Fund. The proportionate interest of any Owner in any reserve for replacements shall be considered an appurtenance of his condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

18.02 The Assessment provided for in this Section may be enforced in the same manner as provided in Section 11 for the enforcement of Assessments.

SECTION 19. NOTICES

19.01 Unit Owners. Whenever notices are required to be sent hereunder to Unit Owners, such notices may be delivered either personally or by mail, addressed to such Unit Owner's Unit address, unless the Unit Owner had, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association or the Developer shall be given by the affidavit of the person mailing or personally delivering said notice.

19.02 Association. Notices to the Association shall be delivered by mail to the Secretary of the Association at the Secretary's Office or, in the event of the Secretary's absence, then to the President of the Association, and, in his absence, any member of the Board of Directors of the Association.

19.03 Developer. Notices to the Developer shall be delivered by registered or certified mail at:

Village Brooke Associates
3247 Beneva Road
Sacasota, Florida

19.04 All notices shall be deemed and considered to have been given when deposited in the United States mail, postage prepaid, and addressed as aforesaid. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is no personal representation may be delivered either personally or by mail, to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

SECTION 20. ESCROW ACCOUNT

20.01 The Association shall have the right to establish and maintain in a national or state bank or a Federal savings

and loan association, interest bearing savings accounts for such purposes as it may see fit to establish from time to time.

SECTION 21. MISCELLANEOUS PROVISIONS

21.01 Provisions of Declaration - Binding Effect. All provisions of the Condominium Documents are intended to be and 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 every Unit Owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of the Condominium Documents.

21.02 Combining Units. Nothing set forth in this Declaration shall be construed to prohibit the Developer or the Association from authorizing the removal of or removing any party wall between any Condominium Units in order that the said Units might be used together as one integral Unit. If the joinder of two or more units into a single Unit is permitted, all Assessments, voting rights, and the share of the Common Elements shall be calculated as if such Units were maintained as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one. The Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

21.03 Attorney's Fees. In addition to the remedies provided in Section 718, Florida Statutes, should the Association or the Developer, on behalf of the Association, or on its own behalf, find it necessary to employ an attorney at law to enforce any obligation of a Unit Owner under the Condominium Documents, the offending Unit Owner shall reimburse the Developer or the Association, or both of them as the case may be, for reasonable attorneys' fees incurred in connection with such default.

21.04 Disputes. If any Unit Owner, or any party acting by, through or for any Unit Owner, or any occupant, shall have a claim, complaint, dispute or other cause of dissatisfaction of whatever nature, arising out of the Condominium Documents, the conduct of the Association or Developer, or otherwise, against the Association (or any Board member, officer, or agent of the Association) or the Developer (or any agent or partner in or of the Developer), the complaining party shall transmit the substance of the claim, complaint, dispute or dissatisfaction and deal with the Association or Developer, as the case may be, in the following manner:

A. The nature of the claim, complaint, dispute or dissatisfaction shall be set forth in writing and delivered to

B. Within twenty (20) days of receipt of the writing, the party receiving said notice shall deal with the claim, complaint, dispute or dissatisfaction in such manner as said party shall determine, in their sole discretion;

C. If the complaining party is for whatever reason not satisfied with the response of the Association or Developer, as the case may be, the complaining party shall have the right to request in writing a private meeting with the Board of Directors of the Association or the Developer, as the case may be, and the Board of Directors or Developer, as the case may be, shall be obligated to comply with such request within twenty (20) days;

D. The complaining party may proceed with other remedies, including legal action, only after the passage of twenty (20) days from the date of the meeting.

21.05 Agreements for Recreational Facilities. The Association may, either alone or in concert with other Condominium Associations, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements, and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

21.06 Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

21.07 Captions. The captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of the Condominium Documents.

21.08 Institutional First Mortgages. Where an Institutional First Mortgage, by some circumstance, fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents, be deemed to be an Institutional First Mortgage.

21.09 Severability of Provisions. If any term, covenant, provision, phrase or other element of the Condominium Documents is held invalid or unenforceable for any reason whatsoever, such

OFF. REC. 1262 PC 1707

holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of said Documents or of the Condominium Act.

21.10 Warranties. Any estimates of Common Expenses, taxes or other charges are made in good faith and Developer believes the same to be accurate, but no warranty or guaranty as to their accuracy is made or intended, nor may one be relied upon except where the same is specifically warranted or guaranteed.

21.11 Acceptance by Association. The Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium Parcel, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents, including the acknowledgements set forth in Section 17 hereof.

21.12 Partition. No Unit Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property, except as provided in Section 14.05.

21.13 Resident Manager's Unit. The Association shall own a Condominium Parcel for the use of the Resident Manager(s) or such other use as it deems appropriate. The mortgage payments, insurance premiums, property taxes, and all other expenses relating to said Parcel (including its share of common expenses) will be treated as Common Expenses so long as used for this purpose.

21.14 Pets. The Association shall have the right to prohibit pets or to establish the terms and conditions upon which pets may be kept or maintained by Unit Owners in their Units or on the Common Elements, including the right to establish pet walking areas and to require the removal of pets that are a nuisance. A reasonable pet fee may be established by the Association and the Association shall have the right to enforce the collection of such fee from pet owners in the same manner as provided in Section 11 for the collection of assessments.

21.15 Children. The Association shall have the right to prohibit the sale, lease or use of a Unit to or by any persons who would have living with them on a regular basis children of 18 years of age or younger and shall further have the right to implement such rules and regulations as may be necessary to define regular basis and to enforce the intent of this provision. The Association may apply a rule of prohibition in one or more Phases and apply no rule or a limited rule in subsequent Phases.

OFF. REC. 1262 PG 1708

IN WITNESS WHEREOF, Developer has executed this Declaration of Condominium Ownership this 22 day of September, 1978.

Signed, Sealed and Delivered in the presence of:

VILLAGE BROOKE ASSOCIATES

Julia G. Greenwood

By: Robert A. Morris
General Partner

Lindy Ann P. Heath

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 22 day of September, 1978, before me personally appeared Robert A. Morris, the General Partner of Village Brooke Associates, to me known to be the person described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his free act and deed as such partner for the uses and purposes therein mentioned; and that the said instrument is the act and deed of said partnership.

WITNESS my official hand and seal at Sarasota, in the State and County aforesaid, the day and year above written.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 31, 1982
Bonded by Aoint Casualty & Surety Co.

Reggie L. Creador
Notary Public
State of Florida at Large

REC. 1262 PG 1709

For good and valuable consideration, the receipt whereof is hereby acknowledged, VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC., a Florida membership corporation, not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by the President the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

Peggy L. Creadon

BY: William H. Jones, Jr.
President

Jack G. Brewster

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 22nd day of September, 1978, before me personally appeared William H. Jones, Jr. of VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC., a Florida membership corporation, not for profit, to me known to be the person described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; that he affixed thereto the official seal of said corporation and said instrument is the act and deed of said corporation.

WITNESS my official hand and seal at Sarasota, in the State and County aforesaid, the day and year above written.

Peggy L. Creadon
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 31, 1980

REC. 1262 PG 1709

OFF. REC. 1262 PG 1710

MORTGAGEE'S CONSENT

BANCO POPULAR de PUERTO RICO, SAN JUAN, PUERTO RICO, herein called the Mortgagee, the owner and holder of a mortgage dated September 9, 1974, recorded in Official Record Book 1055, Page 1816, in the Public Records of Sarasota County, Florida upon lands which include the property described in Exhibit A to the foregoing Declaration of Condominium, hereby consents to and joins in the making of the foregoing Declaration of Condominium and Exhibits attached.

In the presence of:

[Signature]
[Signature]

BANCO POPULAR de PUERTO RICO

By: *[Signature]*
Senior Vice President

STATE OF Commonwealth of Puerto Rico

COUNTY OF San Juan

Affidavit No. 6549

I HEREBY CERTIFY that on this day, before me, a Notary Public, personally appeared ARNALDO SOTO GONTO, the Senior Vice President of BANCO POPULAR de PUERTO RICO, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and seal this 21st. day of September, 1978.

[Signature]
Notary Public

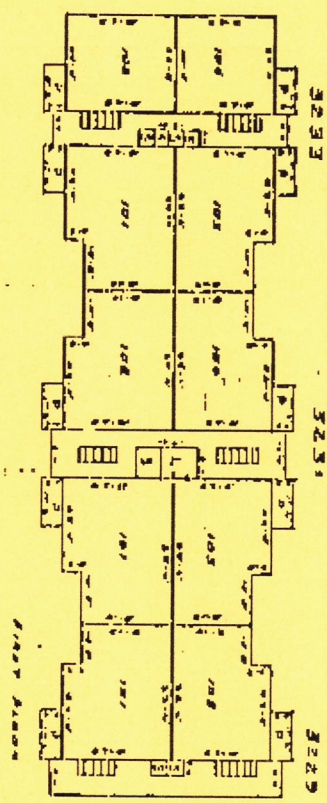
My Commission Expires: Permanent

VILLAGE BROOK CONDOMINIUM III

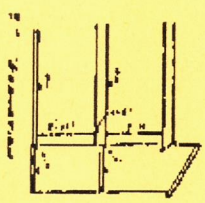
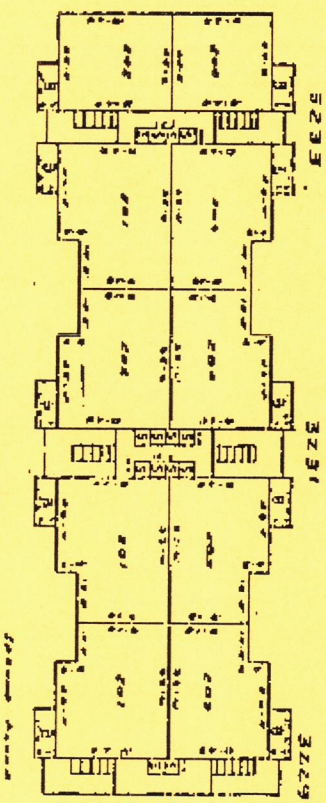
A PROPOSED CONDOMINIUM SECTION 34, TOWNSHIP 36 S., RANGE 18 E.
SARASOTA COUNTY FLORIDA

Condominium Book _____ Page _____

EXHIBIT B



BUILDING No. 9



NOTES:
 1. Dimensions shall be made permanent if not made permanent at the time of construction and are subject to measurement which may vary during construction.

LEGEND:
 - - - - - Proposed
 - - - - - Existing
 - - - - - Easement
 - - - - - Easement
 - - - - - Easement

RECORDERS MEMO: legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

PREPARED BY
 VILLAGE GROUP CONSTRUCTION INC.
 SARASOTA
 FLORIDA

Sheet _____ of _____

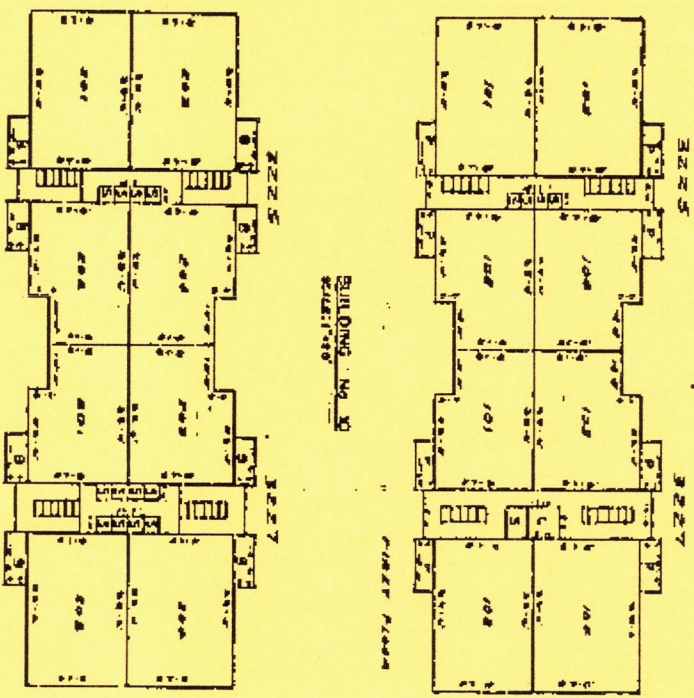
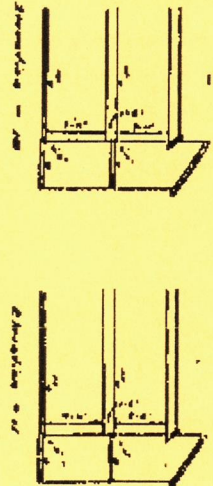
OFF. REC. 1262 PG 1714

VILLAGE BROOK CONDOMINIUM III

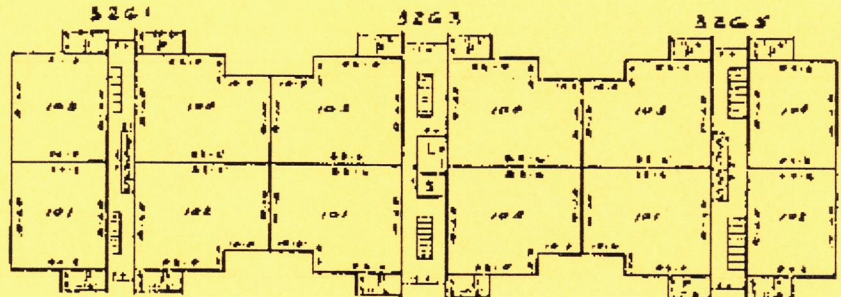
A PROPOSED CONDOMINIUM SECTION 34, TOWNSHIP 36S, RANGE 18E
SARASOTA COUNTY FLORIDA

CONDOMINIUM BOOK PAGE

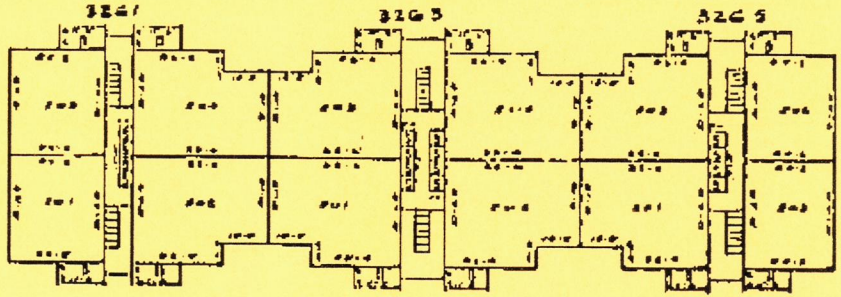
EXHIBIT B



BUILDING NO. 10
SCALE: 1/8" = 1'-0"



BUILDING NO. 11



ALL DIMENSIONS REFER TO INTERIOR DIMENSIONS UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

- 1. STAIRS
- 2. ELEVATOR
- 3. COMMON AREAS
- 4. PARKING
- 5. UTILITY
- 6. STORAGE
- 7. ENTRY
- 8. HALLWAY
- 9. BATH
- 10. KITCHEN
- 11. LIVING
- 12. BED

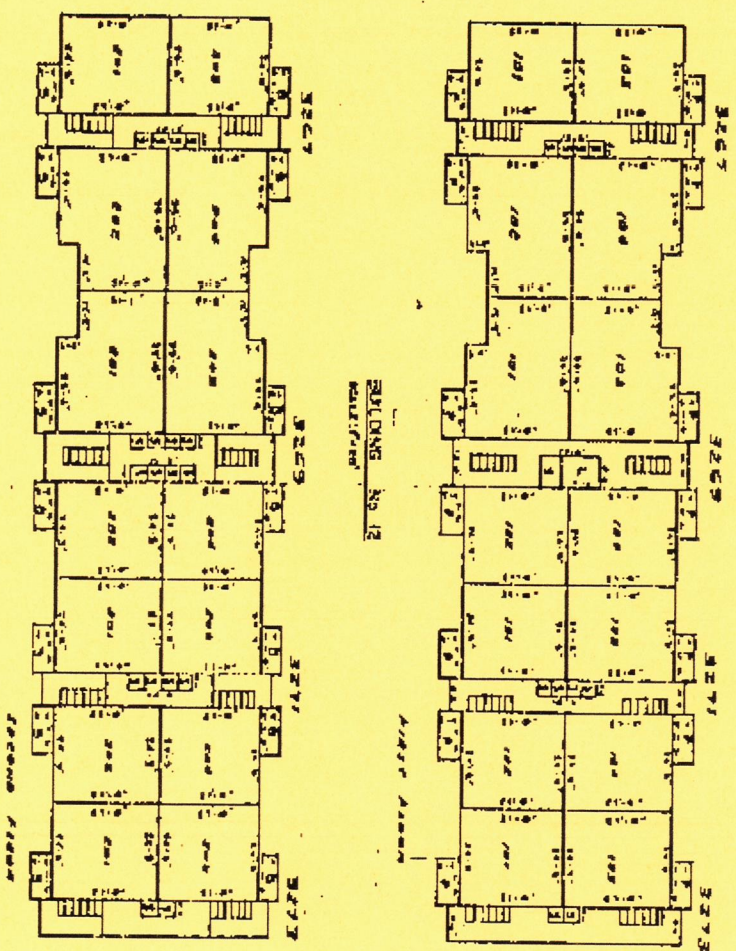
DESIGNED BY
REAR GROUP ARCHITECTS IN
LAND SURVEYOR
FLORIDA
Street 2 of 5

VILLAGE BROOK CONDOMINIUM III

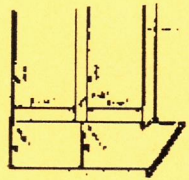
A PROPOSED CONDOMINIUM SECTION 14, TOWNSHIP 26 S., RANGE 18 E. SARASOTA COUNTY FLORIDA

Condominium Book _____ Page _____

EXHIBIT B



BUILDING No. 12



NOTICE: The drawings are for the general information of the owner and are not to be used as a basis for construction. The drawings are subject to change without notice. The drawings are not to be used for any other purpose without the written consent of the architect.

DESIGNED BY
 R. J. Gentry
 ARCHITECT
 1111 1/2 N. Gandy
 TAMPA, FLORIDA 33606

PREPARED BY
 REALER GROUP CONSTRUCTION
 LAND PARTNERS
 WILSON
 TAMPA, FLORIDA

OFF. REC. 1262 PG 1716

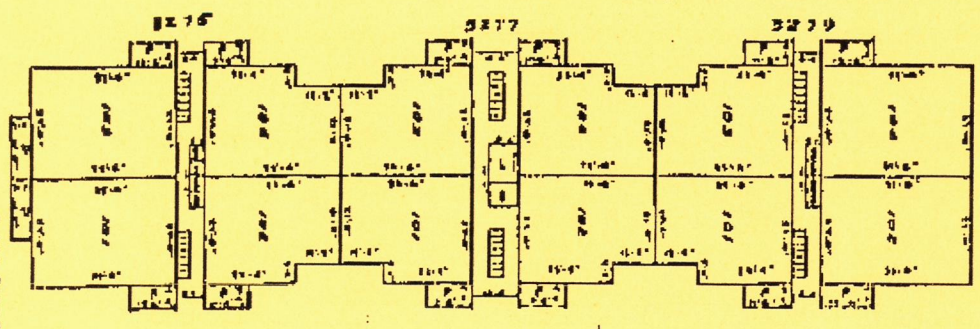
VILLAGE BROOKS CONDOMINIUM III

A PROPOSED CONDOMINIUM SECTION 34, TOWNSHIP 56S + RANGE 19E
SARASOTA COUNTY FLORIDA

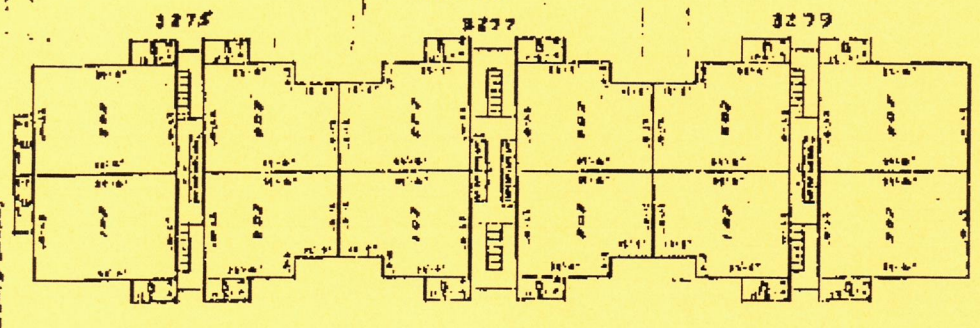
CONDOMINIUM BOOK _____ PAGE _____

EXHIBIT B

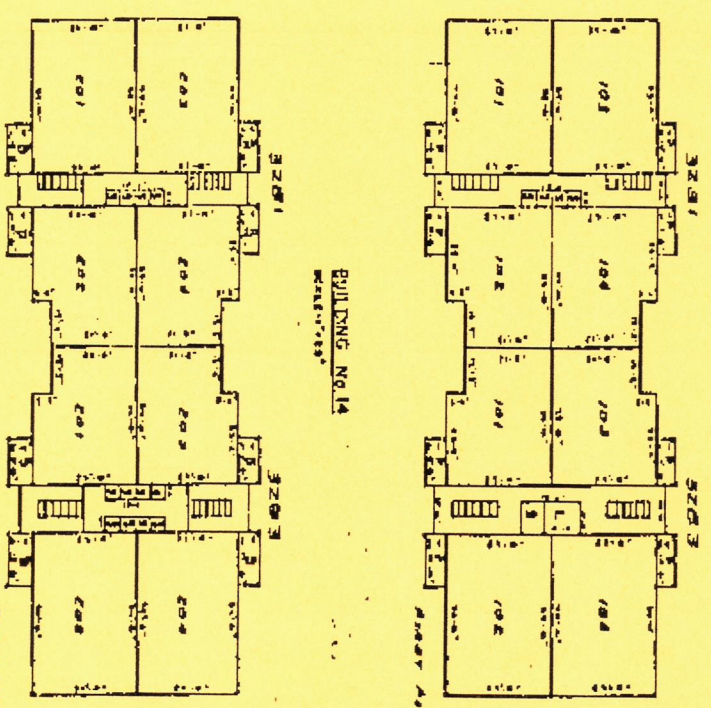
Notes:
1. All dimensions are to finished surfaces of walls and ceilings of
all enclosed spaces unless noted otherwise and may vary
slightly from those shown.



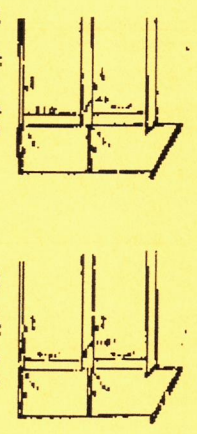
BUILDING NO. 12
SCALE: 1/8" = 1'-0"



BUILDING NO. 13
SCALE: 1/8" = 1'-0"



BUILDING NO. 14
SCALE: 1/8" = 1'-0"



- LEGEND:
- 1. Finish
 - 2. Partition
 - 3. Window
 - 4. Door
 - 5. Stair
 - 6. Elevation
 - 7. Section
 - 8. Detail

RECORD SET
SARASOTA GROUP CONTRACT
SARASOTA
Sheet _____ OF _____

EXHIBIT "C"

OFF. REC. 1262 PG 1717

DESCRIPTION

A part of Lots 10-S, 11-S, 12-S, 13-S, 15-S, 16-S and 17-S of a resubdivision of a part of Hyde Park Citrus Subdivision in Section 34, Township 36 S, Range 18E, Sarasota County, Florida, as per plat thereof recorded in Plat Book 3, Page 86, Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the SW corner of said Section 34; run thence N 0°00'11"W along the west line of said Section 34, being also the centerline of Beneva Road, 1588.53'; thence N 89°59'49"E, 50' to the easterly right of way line of said Beneva Road for a Point of Beginning; thence N 0°00'11" W along said easterly right of way line, 719.47' to a point on the boundary of Forest Lakes Unit No. 9 as per plat thereof recorded in Plat Book 22, Pages 4, 4A and 4B, Public Records of Sarasota County, Florida; thence along said boundary the following calls and distances N 89°59'49" E, 70.05' to the point of curvature of a curve to the right; thence southeastwardly along the arc of said curve, having a radius of 230' and a central angle of 26°14'59", 105.37' to the point of tangency; thence S 63°45'12"E, 73.39' to the point of curvature of a curve to the left; thence southeastwardly along the arc of said curve, having a radius of 670' and a central angle of 26°12'59", 306.57' to the point of tangency; thence S 89°58'11" E, 443.24'; thence S 25°47'49"W, 24.94' to the point of curvature of a curve to the left thence southwardly along the arc of said curve, having a radius of 675' and a central angle of 42°30'44", 500.84' to the point of tangency thence S 16°42'56" E, 95.77' to the point of curvature of a curve to the right; thence southwardly along the arc of said curve, having a radius of 325' and a central angle of 16°44'45", 94.99' to the point of tangency; thence S 0°01'49"W, 564.81'; thence leaving said boundary line of Forest Lakes Unit No. 9, run S 89°59'49"W, 213.97'; thence N 0°00'11"W, 80'; thence S 89°59'49"W, 20'; thence N 0°00'11"W, 233.11'; thence S 89°59'49"W, 207.12'; thence N 0°00'11"W, 353.48'; thence S 89°59'49"W, 527' to the Point of Beginning, and containing 18.54 acres more or less.

OFF. REC. 1262 PG 1738

EXHIBIT D

| <u>BUILDING #</u> | <u>ADDRESS</u> | <u>UNIT #</u> | <u>UNIT TYPE</u> |
|-------------------|----------------|---------------|------------------|
| 9 | 3229 | 101 103 | 2B/2B (open) |
| | | 201 203 | (Phase II Plan) |
| | 3231 | 101 103 | 2B/2B (open) |
| | | 201 203 | (Phase II Plan) |
| | | 102 104 | 2B/2B |
| | | 202 204 | (Phase II Plan) |
| | 3233 | 101 103 | 2B/2B (open) |
| | | 201 203 | (Phase II Plan) |
| | 102 104 | 1B/1B | |
| | 202 204 | | |
| 10 | 3225 | 101 103 | 3B/2B |
| | | 201 203 | |
| | | 102 104 | 2B/2B |
| | | 202 204 | |
| | 3227 | 101 103 | 2B/2B |
| | | 201 203 | |
| | 102 104 | 3B/2B | |
| | 202 204 | | |
| 11 | 3261 | 101 103 | 1B/1B |
| | | 201 203 | |
| | | 102 104 | 2B/2B |
| | | 202 204 | |
| | 3263 | 101 103 | 2B/2B |
| | | 201 203 | |
| | | 102 104 | 2B/2B |
| | | 202 204 | |
| 3265 | 101 103 | 2B/2B | |
| | 201 203 | | |
| | 102 104 | 1B/1B | |
| | 202 204 | | |
| 12 | 3267 | 101 103 | 1B/1B |
| | | 201 203 | |
| | 102 104 | 2B/2B | |
| | 202 204 | | |

| <u>BUILDING #</u> | <u>ADDRESS</u> | <u>UNIT #</u> | <u>UNIT TYPE</u> |
|-------------------|----------------|---------------|------------------|
| 12 | 3269 | 101 103 | 2B/2B |
| | | 201 203 | |
| | | 102 104 | 1B/1B |
| | | 202 204 | |
| | 3271 | 101 103 | 1B/1B |
| | | 201 203 | |
| | | 102 104 | 1B/1B |
| | | 202 204 | |
| | 3273 | 101 103 | 1B/1B |
| | | 201 203 | |
| 13 | 3275 | *101 *103 | 3B/2B |
| | | *201 *203 | |
| | | 102 104 | 2B/2B |
| | | 202 204 | |
| | 3277 | 101 103 | 2B/2B |
| | | 201 203 | |
| | | 102 104 | 2B/2B |
| | | 202 204 | |
| | 3279 | 101 103 | 2B/2B |
| | | 201 203 | |
| 102 104 | | 3B/2B | |
| 202 204 | | | |
| 14 | 3281 | 101 103 | 3B/2B |
| | | 201 203 | |
| | | 102 104 | 2B/2B |
| | | 202 204 | |
| | 3283 | 101 103 | 2B/2B |
| | | 201 203 | |
| | | 102 104 | 3B/2B |
| | | 202 204 | |

*Special unit with terrace off master bedroom overlooking pond.

EXHIBIT D

OF F. REC. 1262 PG 1720

Appurtenant to each of the above units shall be an equal share in the Common Elements and Common Expenses shall be allocated to each unit on the same basis.

In the event that subsequent Phases are submitted to Condominium ownership, the obligation for Common Expenses shall be determined as follows:

1) For purposes of computation each Phase shall be allocated a percentage of Common Expenses equal to that fraction derived by dividing the total number of units in the Phase for which the percentage is being determined by the aggregate number of Units in all Phases.

2) The percentage of Common Expenses of all Phases allocable to each Phase III Unit shall be determined by apportioning the amount allocated to Phase III equally among Phase III Units.