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DECLARATION OF CONDOMINIUM

of

**THE GARDENS V AT WATERSIDE VILLAGE
a Condominium**

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Prepared by: William M. Seider ✓
200 S. Orange Avenue
Sarasota, FL 34236

DECLARATION OF CONDOMINIUM

of

**THE GARDENS V AT WATERSIDE VILLAGE
a Condominium**

KNOW ALL MEN BY THESE PRESENTS, that W. V. Development No. II, a Florida general partnership ("Developer"), does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, 1998 the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Sarasota, State of Florida, to-wit.

See legal description of Phase 1 of THE GARDENS V AT WATERSIDE VILLAGE set forth on the condominium plat attached hereto as Exhibit "A" and by this reference made a part hereof.

and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. **THE CONDOMINIUM ACT.** Chapter 718, Florida Statutes, 1998, known as the "condominium act," is incorporated herein by reference and all provisions thereof shall apply to this condominium, provided that the terms and provisions of this declaration shall control to the extent the statute authorizes a variance by the terms of a declaration of condominium or other condominium documents.

2. **NAME.** The name by which this condominium shall be known and identified is THE GARDENS V AT WATERSIDE VILLAGE, a condominium.

3. **CONDOMINIUM PLAT.** A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions (herein called "condominium plat") is attached hereto as Exhibit "A" and is recorded in Condominium Book 34 at pages 18-18c, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be described in the condominium plat and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in the condominium plat. In the event the actual physical location of any unit at any time does not precisely coincide with the condominium plat and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in the condominium plat and subsequent amendments. In the event of a total or substantial destruction of

any building, the locations, dimensions and descriptions of the respective units as contained in the condominium plat and subsequent amendments will control.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES. Each unit in the condominium shall have an equal share in the ownership of the common elements and common surplus and in the sharing of the common expenses of the condominium. Stated as a fraction, after the submission of the initial phase each unit's share initially shall be 1/12. If additional units are added to the condominium by the submission of additional phases to condominium ownership, the share of each unit will be adjusted to equal a fraction whose numerator is 1 and whose denominator is the total number of units then comprising the condominium.

5. COMMON ELEMENTS. Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units. The common elements shall include but not be limited to:

- (a) all of the above described land and all easements appurtenant thereto;
- (b) all improvements and parts thereof which are not included within the boundaries of the respective condominium units;
- (c) utility areas and installations and all utility services which are available to more than one unit or to the common elements and which are not owned by the respective utility companies, including easements through the units necessary to provide such services;
- (d) all parking areas, driveways, and other means of ingress and egress;
- (e) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the exterior surface of the unit wall which are not owned by utility companies;
- (f) all tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;
- (g) all structural beams, posts and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;
- (h) alterations, additions and further improvements to the common elements;
- (i) all lands added to the condominium in subsequent phases pursuant to the provisions of paragraph 19; and
- (j) any lands owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6), Florida Statutes.

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

6. LIMITED COMMON ELEMENTS. The following shall be deemed to be Limited Common Elements (LCE), the use of which shall be limited to those unit owners to whom such use is assigned by the Developer or by the Association:

(a) A unit may be assigned the exclusive use of a carport, together with adjacent storage area, for that unit's exclusive use. The carport shall be used solely for the parking of a private passenger vehicle. The assignment of a carport and adjacent storage area shall be made by painting or affixing the unit number upon the carport. Upon such assignment, the carport and storage area so assigned shall be deemed to be a Limited Common Element and the unit owner shall have the exclusive right to the use thereof without additional charge therefor by the Association other than such unit's normal share of the common expenses of the condominium. After such assignment is made, the exclusive right of the owner of such unit to use such carport and storage area shall become an appurtenance to said unit and shall be encumbered or conveyed thereafter as an appurtenance to the unit without necessity of specific reference thereto. After such assignment, such exclusive right may not be separately conveyed, assigned or encumbered.

(b) Stairways and all heating and air conditioning equipment serving a unit or units and located outside of the unit are limited common elements for the exclusive use of the owner or owners of the unit or units served and to which they shall be appurtenant. A lanai or rear balcony is part of the unit and is not a limited common element.

7. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as GARDENS V AT WATERSIDE VILLAGE ASSOCIATION, INC., a Florida nonprofit corporation (the "Association"). All persons owning a vested present interest in the fee title to any of the condominium units as evidenced by a proper instrument duly recorded in the public records of Sarasota County, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the articles of incorporation which has been filed with and certified by the Secretary of State of Florida is

attached hereto and marked Exhibit "B." The bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C." The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

8. **VOTING RIGHTS.** Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. The vote shall be cast in the manner provided in the Association bylaws.

9. **COMMON EXPENSES.** The common expenses shall include:

- (a) costs of operation, maintenance, repair and replacement of the common elements;
- (b) costs of management of the condominium and administrative costs of the Association including professional fees and expenses;
- (c) costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units; this may at the discretion of the board of directors include cable television service or central antenna service;
- (d) damages to the condominium property in excess of insurance coverage;
- (e) salary of a manager or managers and their assistants and other employees, as shall be determined by the board of directors of the Association;
- (f) premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein; this may also include costs of directors and officers insurance if the board desires at its option to obtain same;
- (g) initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members, provided that if the cost of any of such items shall be more than 10 percent of the amount of the total annual budget of the Association, the purchase or installation of such items shall first be approved by the members of the Association;
- (h) all other costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the condominium act, this declaration, the articles of incorporation, or the bylaws;
- (i) all assessments imposed by Venice Center Owners Association, Inc. to operate and maintain the Venice Center common areas pursuant to the Venice Center Declaration of Covenants, Conditions and Restrictions.
- (j) all assessments imposed by W. V. Community Association, Inc. to operate and maintain the Waterside Village community property.
- (k) costs of maintaining landscaping along the unpaved right-of-way of roads abutting the condominium.

10. MAINTENANCE, REPAIR AND REPLACEMENT. The respective obligations of the Association and the unit owners to maintain, repair and replace the condominium property shall be as follows:

A. By The Association. The Association shall maintain, repair and replace as part of the common expense all of the common elements, including but not limited to the exterior walls, roofs, foundations and slabs of the unit buildings, except those portions of the common elements which are to be maintained, repaired and replaced by the unit owners as provided hereinafter, and except for such interior improvements to storage areas as may be made by respective unit owners. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. If the board of directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of a unit owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be the responsibility of the unit owner and shall be payable by such unit owner within 30 days after delivery of written notice thereof. Neither the Association nor any unit owner shall be liable for any damage to the property or person of any other unit owner or occupant caused by water intrusion into a unit through the common elements or from another unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or unit owner is guilty of gross negligence or willful and wanton misconduct.

B. By The Unit Owners. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements (except as otherwise provided herein), including but not limited to:

- (a) paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;
- (b) all built-in shelves, cabinets, counters, storage areas, and closets;
- (c) all refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;
- (d) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective unit; all electric lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main distribution lines;

- (e) the heating and air conditioning system serving the unit including those parts of the system which are located outside of the boundaries of the unit;
- (f) all windows, screening and sliding glass doors (glass in sliding glass doors must be replaced only with tempered glass);
- (g) all interior doors, walls, partitions, and room dividers; and
- (h) all furniture, furnishings and personal property contained within the respective unit.

The Association shall have a right of access to the unit as provided in the condominium act. If damage to the common elements results from the negligence of a unit owner, the cost of repairs or maintenance resulting from such negligence shall be the responsibility of the negligent unit owner and shall be payable within 30 days after delivery of written notice thereof to the unit owner. If the Association is required to take legal action to collect that amount for the cost of any repairs it shall make to the unit, the Association shall be entitled to collect the repair expenses plus interest at the maximum rate allowed by law and reasonable attorneys' fee (including appellate actions) incurred by the Association in the collection thereof.

11. INSURANCE, DESTRUCTION AND RECONSTRUCTION. Except as otherwise provided herein, the Association, as agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The Association board of directors at its discretion may obtain flood insurance coverage for the common elements. The premium for all insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association board of directors shall have full authority as agents for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring (1) his own personal property and appliances within his unit, (2) any alterations or additions to his unit made by him or by any of his predecessors in title other than Developer, and (3) all paint, finishing, covering, wallpaper, and decoration of the interior surfaces of all walls, floors, ceilings, and doors bounding, or contained within, his unit. Each unit owner shall also be responsible for insuring any improvements installed within an area assigned or designated as a limited common element that

such unit owner is obligated to maintain pursuant to paragraph 10. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the unit owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Association board of directors.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association. If the proceeds are in excess of an amount equal to the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association board of directors. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the board of directors. The insurance carrier shall not be responsible to assure that the proceeds are paid over to the trustee or are properly applied as provided herein. The bank shall disburse that proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are not sufficient to pay the cost of the reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any unit owner, but if it is determined by the board of directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of a unit owner, such unit owner shall be responsible to pay a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such unit owner within 30 days after delivery or written notice thereof. In the event the insurance proceeds are less than the amount of the total budget, they need not be placed in trust but shall be held by the Association and applied directly by the board of directors for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds of the units in this condominium and two-thirds of the units in all other condominiums, if any, operated by the Association vote to terminate this condominium. Except for the consent of institutional first mortgagees and Developer pursuant to paragraphs 16 and 17, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner

above described. In the event the condominium is to be terminated, then all owners of units shall immediately convey all their right, title, and interest to their respective units to the bank trustee selected by the board of directors, to be held by such trustee in trust. The recording of each such conveyance to the trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the condominium, the proportional share of each unit owner in the condominium property and, to the extent allowed by law, in all funds distributed by the trustee as herein provided shall be established in accordance with the respective values of the units prior to the destruction as such values are determined by three experienced real estate appraisers selected by the board of directors.

The trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association board of directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each unit's share of the funds collected by the trustee at such times and in such aggregate amounts as the trustee and the Association board of directors may deem appropriate. In determining the amount of any partial distribution, the trustee and the Association board of directors shall ensure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each unit's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a unit's share of the funds held by the trustee shall be made jointly to the record title owner of the unit and the record owners of any mortgages or other liens encumbering the unit at the time of the recording of the conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the funds distributed by

the trustee is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of such funds.

Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee.

Mortgagees and other lienholders shall be deemed to have evidenced their acceptance and consent to the foregoing provisions of this paragraph 11 by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph 11 may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

12. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

13. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

(a) use the unit for other than residence purposes (except that Developer may use a unit as a model for sales purposes);

(b) do any of the following without prior written consent of the Association board of directors: paint or otherwise change the appearance of any exterior wall, door, window, patio or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or on any exterior surface; erect or attach any structures or fixtures within the common elements; make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; nor fasten any objects to the walls or ceiling of a

unit unless they may be removed without substantial damage to the wall or ceiling structure;

(c) permit loud and objectionable noises or obnoxious odors to emanate from the unit or the common elements which may cause a nuisance to the occupants of other units in the sole opinion of the board;

(d) make any use of a unit which violates any laws, ordinances or regulations of any governmental body;

(e) fail to conform to and abide by this declaration, the articles of incorporation and bylaws of the Association, and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the board of directors, or fail to allow the board of directors access to the unit as permitted by the condominium act;

(f) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association board of directors;

(g) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;

(h) commit or permit any public or private nuisance in the unit or in or on the common elements;

(i) divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit (however a unit may be combined with an adjacent unit and occupied as one unit);

(j) obstruct the common way of ingress or egress to the other units or the common elements;

(k) hang any laundry, garments or other unsightly objects which are visible outside of the unit;

(l) allow anything to remain in the common elements which would be unsightly or hazardous;

(m) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times;

(n) allow any fire or health hazard to exist in or about the unit;

(o) make use of the common elements in such a manner as to abridge the rights of the other unit owners to their use and enjoyment;

(p) rent or lease a single room or less than an entire unit;

(q) lease a unit for a period of less than three months;

(r) allow any animals to be kept in the unit other than one dog or one cat, caged birds, and small marine animals in aquariums, all of which shall be kept in conformity with the rules and regulations of the board of directors of the Association, provided that in the event any animal becomes a nuisance to the other unit owners in the sole opinion of the board of directors, such animal shall be removed from the unit immediately; or allow any authorized pets to use the common elements except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common elements;

(s) park overnight any commercial truck, boats, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than in an enclosed garage), except as may be permitted in writing by the board and except service vehicles during the time they are actually serving the unit or common elements;

(t) store a golf cart any place other than in that unit's carport or garage; or

(u) enclose a balcony, lanai or patio without the written consent of the board of directors as to installation and design of the enclosure. Once any such enclosure is installed, maintenance thereof shall be the sole responsibility of the unit owner;

(v) use or store a cooking grill within or about the unit or any balcony, lanai or patio; or

(w) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the common elements so as to harmfully affect any lawn or landscaping or pollute the Venice Center drainage system.

14. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. Prior to the sale or transfer of any unit within the condominium, the unit owner shall provide to the Association written notice reciting the name, permanent address and telephone number of the transferee party. Prior to the lease of a unit, the unit owner shall provide to the Association written notice reciting the name, permanent address and telephone number of the tenant. Further, in recognition of the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking such as a condominium development satisfactory and enjoyable to all parties in interest, the Board of Directors of the Association may from time to time promulgate rules and regulations requiring prior written approval of all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be lawful, valid and effective.

The foregoing provisions shall not be applicable to conveyances from Developer.

15. ASSESSMENTS AND LIENS. The board of directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. Assessments shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year, as discussed in Paragraph XI of the Bylaws. In addition, the board of directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall bear interest from the due date until paid at the rate

of 18% per annum or such other legal rate as may be established by resolution of the board. The Association shall have the remedies and liens provided by the condominium act with respect to unpaid assessments, which shall include accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or other indebtedness or enforcement of such lien, including attorneys' fees for appellate proceedings. If an assessment (regular or special) is payable in installments and a unit owner defaults in the payment of an installment, the remaining installments of the assessment may be accelerated to maturity. Accelerated assessments shall be due and payable on the date the claim of lien is filed. The board of directors may require each unit owner to maintain a minimum balance on deposit with the Association in an amount which shall not exceed one-fourth of the current annual assessment, to provide for working capital and to cover contingent expenses of the Association from time to time.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. All savings and loan associations, banks, and insurance companies, or their subsidiaries or affiliates, along with FNMA or FHLMC, holding first mortgages upon any of the condominium units are herein referred to as "institutional first mortgagees." The termination of the condominium and any amendments to the provisions of this Declaration materially affecting the rights of institutional first mortgagees shall require the written consent of institutional first mortgagees holding at least 51 percent of such first mortgages, except for amendments adding phases pursuant to paragraph 19 and amendments by Developer pursuant to paragraph 22 which do not require such consent. Such consent shall not be unreasonably withheld.

17. RIGHTS OF DEVELOPER. Rights of Developer with regard to the election of directors of the Association are set forth in the articles and bylaws of the Association. Developer may terminate such right by relinquishing control of the election of the board of directors to the unit owners at any time. As long as Developer holds units in this condominium for sale in the ordinary course of business, this declaration and the Association Articles and Bylaws shall not be amended in a manner which may be adverse to Developer's sales program, nor the condominium terminated, without the written consent of Developer.

At the time of recording this Declaration, construction of all of the condominium units and improvements has not been completed. Developer reserves all necessary rights and easements with respect to the condominium property, to complete such construction and to effect the sale or lease of

all of the condominium units. As long as Developer holds units or lots in any project within the Venice Center planned development for sale in the ordinary course of business, Developer shall have the right to exhibit such signs and sales paraphernalia as may be desirable to effect such sales and may use one or more of the units or lots and the common elements for offices, models, and other uses appropriate for the promotion of sales and for the development and management of property in Waterside Village. Developer reserves the right to use the name "The Gardens V at Waterside Village" or any similar name in connection with future developments within Venice Center or other projects.

18. EASEMENTS. The respective rights and obligations of the unit owners, the Association, Developer, and others concerning easements affecting the condominium property shall include the following:

(a) **Reserved and Granted by Developer.** Developer hereby reserves for the benefit of itself, its successors and assigns perpetual, nonexclusive easements in gross for ingress and egress and for the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, conduits, catch basins, cables, equipment, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the easements shown upon the condominium plat and that part of the common elements which is not occupied by buildings or other improvements. The easements herein reserved and granted may serve this condominium or other portions of the Venice Center.

(b) **Granted to Unit Owners.** Each unit owner and his guests and invitees are hereby granted a nonexclusive perpetual easement for ingress and egress to and from his respective unit through the common elements. Each unit owner shall have a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction or settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist. Further, unit owners within any section of Waterside Village are granted easements across private roads, access easements and travelways located within this condominium for purposes of gaining access to private roadways within Venice Center granting access to public roads.

(c) **Granted to Utilities.** There is hereby granted to all public and private utility companies rendering utility services to the condominium as of the time of recording of this declaration a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such unimproved portion of the common elements as may be reasonably necessary therefor. The use of any easement granted hereunder shall not include the right to disturb any building or structure on the common elements, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the event a utility company's use of an easement granted hereunder causes a disturbance of the surface of the land, the roadways, grass, landscaping, and other improvements which are

disturbed shall be restored promptly by the utility company as nearly as possible to their prior condition.

(d) **Authority of Association.** The Association shall have the right and authority to grant easements under, over, across, and through the condominium property to such persons or entities and for such purposes as the Association board of directors may deem appropriate by recording in the public records of Sarasota County, an instrument duly executed by the president or vice-president of the Association.

19. PHASED DEVELOPMENT. Developer intends to develop this condominium in three phases pursuant to the provisions of Section 718.403, Florida Statutes 1998. There are 12 units in Phase 1. There are 12 units proposed for Phase 2. There are 12 units proposed for Phase 3. Developer reserves the right to modify the number of units in Phase 2 and Phase 3, but in no event will the number of units in Phase 2 or Phase 3 be less than 11 or more than 13. If no modifications are made to the number of units presently proposed for each phase, when all phases are submitted to condominium ownership, the condominium will contain a total of 36 units. If modifications are made, upon submission of all phases to condominium ownership the condominium may contain a minimum of 34 units and a maximum of 38 units.

The land which may become part of the condominium and upon which each phase is to be built and the number and general size of the units included in each phase are shown on the condominium plat. Prior to submission of any subsequent phase to condominium ownership, Developer may make nonmaterial changes in the legal description of the phase, which changes will be set forth in the amendment adding the phase to condominium. Phase 1 constitutes the initial phase of the condominium and is hereby submitted to condominium ownership. Phase 2 will become part of the condominium only when and if such phase is submitted to condominium ownership by the recording of an amendment to this Declaration in the public records of Sarasota County. Phase 3 will become part of the condominium only when and if such phase is submitted to condominium ownership by the recording of an amendment to this Declaration in the public records of Sarasota County. Such amendments shall not require the execution, joinder, or consent of individual unit owners or holders of recorded liens thereon (including institutional first mortgagees) or the Association. Such amendments shall take effect at the time of recording.

When a phase is added to the condominium, the common elements of such phase shall merge with the common elements of prior phases and will become part of one condominium, and the share of the common expenses, common elements, and common surplus of each unit will be adjusted as provided in Paragraph 4. In addition, when a phase is added, each added unit will have

one vote in the affairs of the Association, which will result in the diluting of the voting rights of the prior existing units. If a phase is not developed and added as a part of the condominium by a date not later than seven years after date of recordation of this declaration of condominium, the lands in such phase will not become part of the condominium and the units (if any) shown in such phase will not become part of the condominium and will not share in the common elements, common surplus, or common expenses of the condominium nor will they acquire any voting rights in the Association (unless the property within such phase is subsequently developed as a separate condominium that the Association agrees to operate, in which case each unit in such separate condominium would acquire one vote in the affairs of the Association). Time-share estates will not be created with respect to the units in any phase.

The approximate location and general size of the buildings, improvements, and units proposed to be constructed in each phase is set forth on the condominium plat. Developer also reserves the right to modify the design, elevation, size, configuration, location, and directional bearing of the buildings, improvements, and units in each phase from that shown on the condominium plat.

The actual size and configuration of any unit depends upon the floor plan selected for the unit. The unit floor plans presently available are depicted on the condominium plat. The configuration, location, and size of each building and unit whose construction has been substantially completed as of the recording of this Declaration, and the floor plan for each such unit, is shown on the condominium plat recorded herewith. Although a specific floor plan may be designated on the plat for each uncompleted unit, Developer reserves the right to construct any such unit according to any floor plan now or hereafter made available. In no event, however, will any unit in the condominium be less than 500 square feet, or more than 5,000 square feet, in size. As construction of a building is completed, the configuration, location, and size of the building and the units contained therein, and their respective floor plans, shall be designated by an appropriate amendment to the condominium plat.

Developer's intent in reserving the right to construct uncompleted buildings and units according to modified plans is to accommodate to a reasonable extent the building and unit type preferences of purchasers of units that are uncompleted at the time of purchase. Developer's right to establish the floor plans for units in any building and to otherwise modify the design, elevation, size, configuration, location, and directional bearing of such building and the units contained therein shall

terminate upon the recording of a surveyor's certificate certifying to the substantial completion of the building and establishing the building's "as-built" location and dimensions.

20. **VENICE CENTER.** Pursuant to the terms of the Venice Center Declaration of Covenants, Conditions and Restrictions ("Master Covenants") recorded in Official Records Book 2238, Page 2733 of the Public Records of Sarasota County, Florida, as amended from time to time, each unit owner in The Gardens V at Waterside Village shall have the nonexclusive right to use the Venice Center common areas. In consideration thereof, all owners of property within Venice Center shall pay the pro rata share of all costs and expenses of operating, maintaining, repairing and replacing such facilities and the insurance and taxes thereon and the utilities and salaries connected therewith. The common areas are managed and operated by Venice Center Owners Association, Inc., a Florida nonprofit corporation (herein called "Master Association"), of which each unit owner in the entire Waterside Village complex, including The Gardens V at Waterside Village, shall automatically be a member. The Master Association has the power to assess each unit of The Gardens V at Waterside Village a sum equal to its pro rata share of such expenses and to file a lien against the unit to secure the payment thereof. Such assessment shall be collected by the Association as part of the common expenses of The Gardens V at Waterside Village.

The Gardens V at Waterside Village is part of the area of Venice Center known as "Waterside Village." Waterside Village consists of the lands identified on the Venice Center Master Conceptual Development Plan as Parcels B, C, D and E.

There have been constructed certain recreational facilities (the "Waterside Village Recreational Facilities") on Parcel D. These facilities will be for the exclusive use and enjoyment of property owners in Waterside Village. The facilities presently are planned to include a swimming pool, deck, and bathhouse, but the facilities may be expanded to include other structures and uses.

The Waterside Village Recreational Facilities will be made available for use by Waterside Village unit and lot owners. Ownership of the facilities, and the land upon which they will be constructed, ultimately will be transferred to W. V. Community Association, Inc. ("Community Association"), whose primary purpose is to operate and maintain the facilities and whose members are all associations operating condominiums or subdivisions in Waterside Village. The facilities, and the land upon which they will be constructed, will not be a part of the common elements of any condominium in Waterside Village and will not be subject to any lease. The lands of Waterside

Village shall be subject to the Declaration of Management Covenants for Waterside Village at Venice Center, and the Articles of Incorporation and Bylaws for W. V. Community Association, Inc. (collectively the "Community Documents"). Once the Waterside Village Recreational Facilities are made available for use by Waterside Village unit owners, all expenses for the operation, maintenance, repair, replacement, and improvement of the facilities will be shared by the Association with such other associations as may be operating condominiums or subdivisions in Waterside Village in the manner set forth in the Community Documents. Responsibility for the actual operation and maintenance of the facilities shall be vested in the Community Association. The Community Association shall be authorized to construct, install and maintain certain other community property, including private roads, streetlighting systems and sidewalks, all as further discussed in the Community Documents.

21. **REMEDIES FOR DEFAULT.** In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by a unit owner, tenant or occupant of a unit in complying with the provisions of the condominium act, this declaration, articles of incorporation, bylaws and the regulations and rules promulgated by the Association board of directors, shall entitle the other unit owners or the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court for trial and appellate proceedings.

22. **AMENDMENTS.** This Declaration may be amended at any time by affirmative vote of the owners of two-thirds of the units, except that provisions relating to percentage of ownership and sharing of common expenses, voting rights of the unit owners, and termination of the condominium may be amended only with the written consent of all persons adversely affected thereby. The rights granted to institutional first mortgagees, the rights and easements reserved by Developer, and the rights and easements granted to private and public utilities under the terms of this Declaration or the condominium plat may not be amended or terminated without the written consent of the parties involved. The articles of incorporation and bylaws may be amended by a simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without two-thirds vote.

Except for amendments by Developer as provided herein, no amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of

the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the public records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this declaration, the articles of incorporation and the bylaws. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in or consent the execution of any amendment. Until such time as Developer shall have conveyed title to all of the units in the condominium, no amendments to the declaration, articles of incorporation, or bylaws which might adversely affect the sale of units shall be effective without its written consent.

Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all units by Developer to (a) identify, locate and dimension any units which are not completed at the date of this Declaration and to provide surveyor certificates of completion, (b) correct any errors or omissions in the declaration or any exhibits hereto; (c) make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances; or (d) gain acceptance or approval of any institutional mortgage lender or title insurer. Such amendments shall be executed by Developer, and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein, including institutional first mortgagees, shall not be required. All amendments shall take effect immediately upon recordation in the public records of Sarasota County.

23. **TERMINATION.** The condominium property may be removed from the provisions of this Declaration and the condominium terminated at any time by a vote of eighty percent of the voting rights of all unit owners, provided such termination shall have the written consent of the institutional first mortgagees as provided in paragraph 16, and consent of the Developer if Developer owns unsold units within the condominium. The termination shall be effected by an instrument in writing signed by the president or vice-president and secretary of the Association with the formalities of a deed and duly recorded in the public records of Sarasota County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the board of directors of the Association.

24. NO TIME SHARING. Neither individual condominium units nor the entire condominium shall create time-share estates or interval ownership estates, nor shall any unit owner or the Association allow such use.

25. BINDING EFFECT. All provisions of the declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the declaration is duly terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

26. SEVERABILITY. If any provisions of this declaration, the condominium plat, the articles of incorporation, or the bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, Developer has caused this Declaration to be signed by its duly authorized officers the 25th day of May, 2000.

Witnesses:

Barbara J. Zullo
(Signature of Witness)

Barbara J. Zullo
(Print Name of Witness)

Carole L. Kesselring
(Signature of Witness)

Carole L. Kesselring
(Print Name of Witness)

W. V. DEVELOPMENT NO. II,
a Florida general partnership

By: SEL W. V. DEVELOPMENT
NO. 2, INC., a Florida
corporation, as general partner

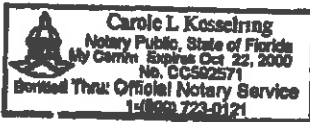
Stephen E. Lattmann
Stephen E. Lattmann
As its President

STATE OF FLORIDA
COUNTY OF SARASOTA

SWORN TO AND SUBSCRIBED BEFORE ME this 25 day of May, 2000, by Stephen E. Lattmann as President of SEL W.V. DEVELOPMENT NO. 2, INC., a Florida corporation, as general partner of W. V. DEVELOPMENT NO. II, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.

Carole L. Kesselring
Signature of Notary Public

Print Name of Notary Public



(Notary Seal)

I am a Notary Public of the State of Florida,
and my commission expires on _____.

JOINDER OF ASSOCIATION

GARDENS V AT WATERSIDE VILLAGE ASSOCIATION, INC. ASSOCIATION, INC., a Florida nonprofit corporation, hereby joins in and consents to the foregoing declaration of condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the corporation has caused this joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 25th day of May, 2000.

Witnesses:

Barbara J. Zillett
(Signature of Witness)
Barbara J. Zillett
(Print Name of Witness)

Carole L. Kesselring
(Signature of Witness)
Carole L. Kesselring
(Print Name of Witness)

GARDENS V AT WATERSIDE VILLAGE ASSOCIATION, INC.

By: [Signature]
As its President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25 day of May, 2000, by Stephen E. Latmann as President of GARDENS V AT WATERSIDE VILLAGE ASSOCIATION, INC., a Florida nonprofit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Carole L. Kesselring
Signature of Notary Public

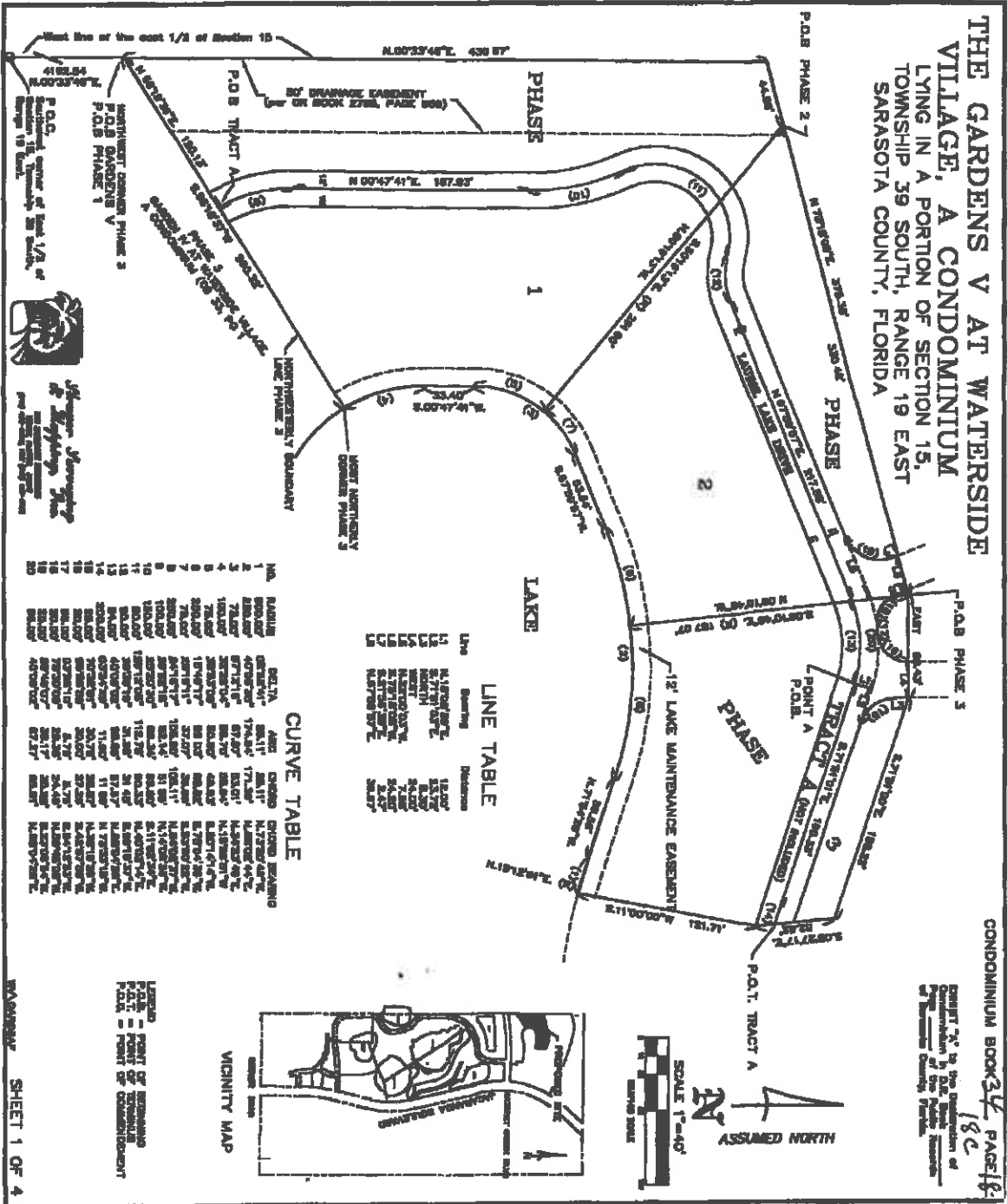
Carole L. Kesselring
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

**THE GARDENS V AT WATERSIDE
 VILLAGE, A CONDOMINIUM
 LYING IN A PORTION OF SECTION 15,
 TOWNSHIP 39 SOUTH, RANGE 19 EAST
 SARASOTA COUNTY, FLORIDA**

CONDOMINIUM BOOK 34 PAGE 18
 18c

EXHIBIT "C" to the Declaration of
 Condominium in the State Records
 of Sarasota County, Florida



LINE TABLE

Line	Starting	Ending
1	N 10° 00' 00" E	S 10° 00' 00" W
2	S 10° 00' 00" W	N 10° 00' 00" E
3	N 10° 00' 00" E	S 10° 00' 00" W
4	S 10° 00' 00" W	N 10° 00' 00" E
5	N 10° 00' 00" E	S 10° 00' 00" W
6	S 10° 00' 00" W	N 10° 00' 00" E
7	N 10° 00' 00" E	S 10° 00' 00" W
8	S 10° 00' 00" W	N 10° 00' 00" E
9	N 10° 00' 00" E	S 10° 00' 00" W
10	S 10° 00' 00" W	N 10° 00' 00" E
11	N 10° 00' 00" E	S 10° 00' 00" W
12	S 10° 00' 00" W	N 10° 00' 00" E
13	N 10° 00' 00" E	S 10° 00' 00" W
14	S 10° 00' 00" W	N 10° 00' 00" E
15	N 10° 00' 00" E	S 10° 00' 00" W
16	S 10° 00' 00" W	N 10° 00' 00" E
17	N 10° 00' 00" E	S 10° 00' 00" W
18	S 10° 00' 00" W	N 10° 00' 00" E
19	N 10° 00' 00" E	S 10° 00' 00" W
20	S 10° 00' 00" W	N 10° 00' 00" E

CURVE TABLE

No.	Radius	Chord	Chord Bearing
1	100.00	100.00	N 0° 00' 00" E
2	100.00	100.00	S 0° 00' 00" W
3	100.00	100.00	N 0° 00' 00" E
4	100.00	100.00	S 0° 00' 00" W
5	100.00	100.00	N 0° 00' 00" E
6	100.00	100.00	S 0° 00' 00" W
7	100.00	100.00	N 0° 00' 00" E
8	100.00	100.00	S 0° 00' 00" W
9	100.00	100.00	N 0° 00' 00" E
10	100.00	100.00	S 0° 00' 00" W
11	100.00	100.00	N 0° 00' 00" E
12	100.00	100.00	S 0° 00' 00" W
13	100.00	100.00	N 0° 00' 00" E
14	100.00	100.00	S 0° 00' 00" W
15	100.00	100.00	N 0° 00' 00" E
16	100.00	100.00	S 0° 00' 00" W
17	100.00	100.00	N 0° 00' 00" E
18	100.00	100.00	S 0° 00' 00" W
19	100.00	100.00	N 0° 00' 00" E
20	100.00	100.00	S 0° 00' 00" W

LEGEND
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF CURVATURE
 P.O.T. = POINT OF TANGENCY

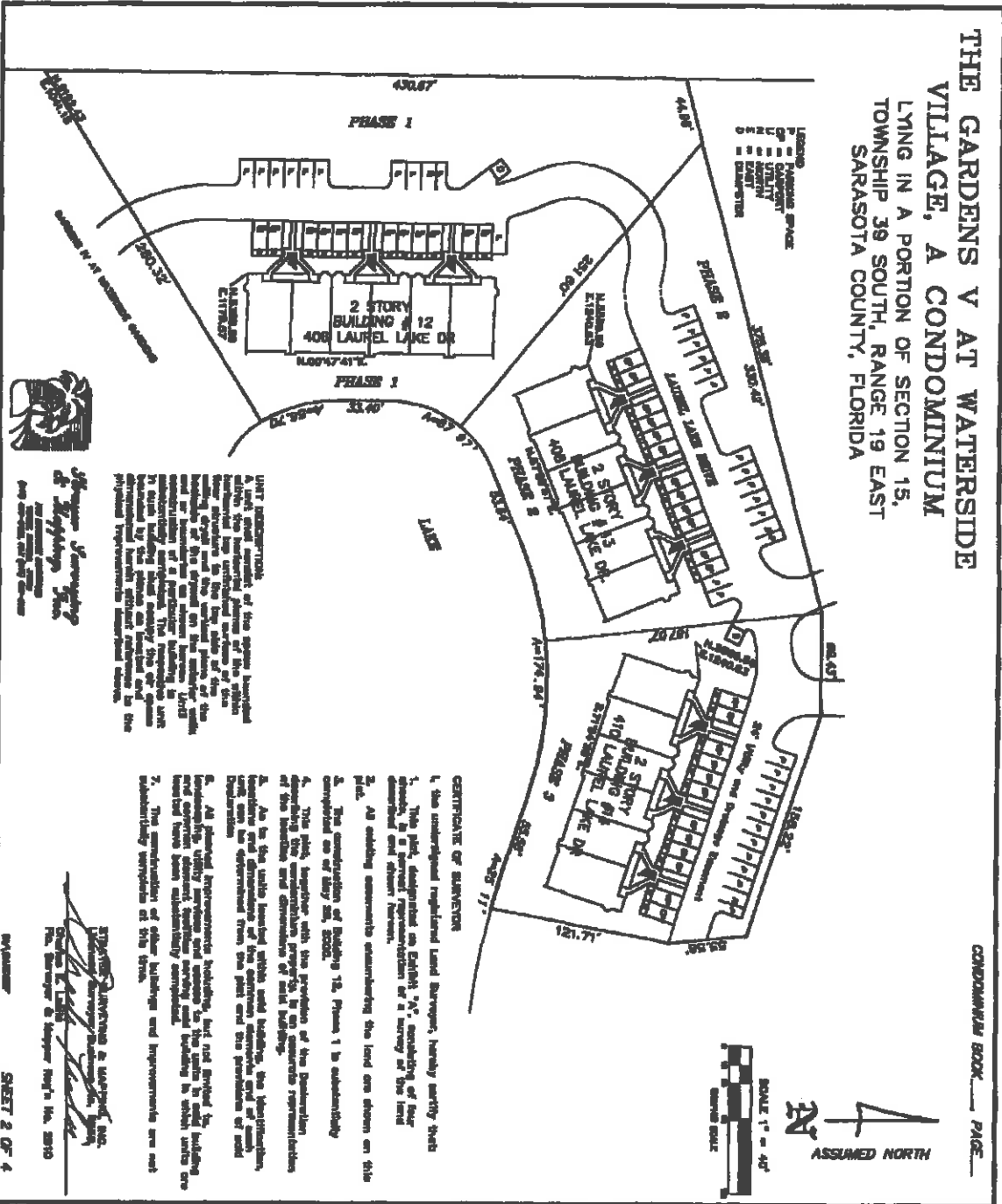
DATE: 10/15/00
 SHEET 1 OF 4

Walter J. Jennings
 Surveyor
 1000 1st St. N.
 Sarasota, FL 34234
 Phone: 941-552-1111
 Fax: 941-552-1112



**THE GARDENS V AT WATERSIDE
VILLAGE, A CONDOMINIUM**
LYING IN A PORTION OF SECTION 15,
TOWNSHIP 39 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

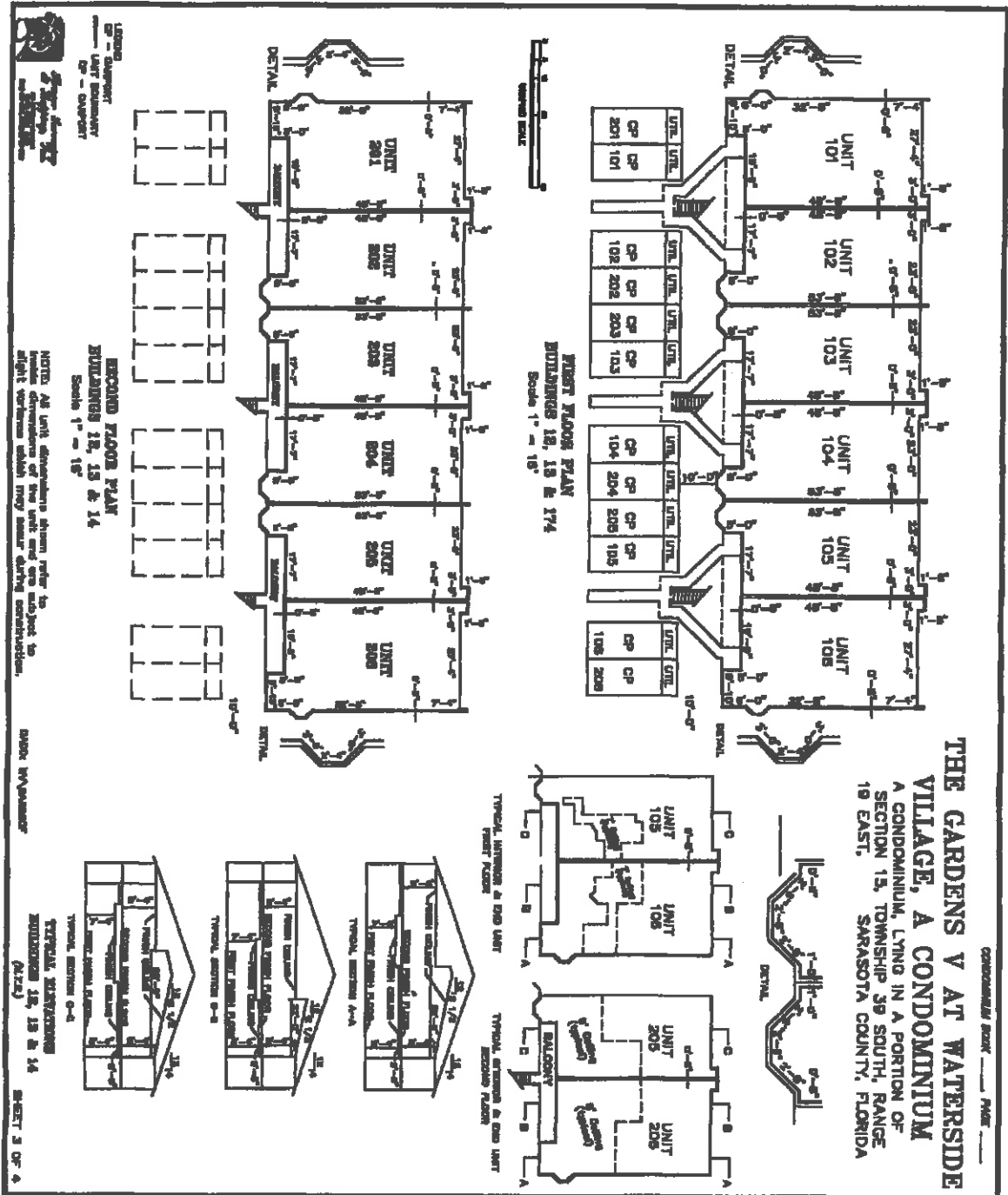
CONDOMINIUM BOOK _____ PAGE _____



UNIT DESCRIPTION:
A unit and segment of the open land with the horizontal plane of the unit being the horizontal plane of the ground surface of the unit. The unit shall include the building structure and the portion of the ground surface of the unit which is to be used for the unit. The unit shall include the portion of the ground surface of the unit which is to be used for the unit. The unit shall include the portion of the ground surface of the unit which is to be used for the unit.

- CENTRATIC OF SUBSECTION**
1. The underground regulated land survey, hereby survey shall be a general representation of a survey of the land described and shown herein.
 2. All existing monuments measuring the land are shown on this plan.
 3. The construction of Building 12, Phase 1 is substantially completed on or by 05/26/2002.
 4. This plan, together with the provision of the Condominium Act, describing the condominium property, is an accurate representation of the location and dimensions of said buildings.
 5. As to the units located within said buildings, the location, construction and dimensions of the common areas and of each unit are as determined from the plan and the provision of said plan.
 6. All general requirements, including, but not limited to, the requirements of the Condominium Act, and the rules and regulations of the Condominium Association, shall be deemed to have been substantially complied with.
 7. The construction of other buildings and improvements are not substantially completed at this time.

STEWART J. HUMPHREY, a Licensed P.E.
LARRY S. HUMPHREY, a Licensed P.E.
JOHN A. MCKEOWN, a Licensed P.E.
Johnson, Humphrey & McKeown, Inc.
P.O. Box 11111
Fort Belvoir & Meyer, Fort's No. 2910
Tampa, FL 33611



CONDOMINIUM BOOK _____ PAGE _____

THE GARDENS V AT WATERSIDE VILLAGE, A CONDOMINIUM
 A CONDOMINIUM, LYING IN A PORTION OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA

FIRST FLOOR PLAN
 BUILDINGS 12, 13 & 174
 Scale 1" = 18'

SECOND FLOOR PLAN
 BUILDINGS 12, 13 & 14
 Scale 1" = 18'

NOTE: All unit dimensions shown refer to finished dimensions and are subject to slight variations which may occur during construction.

DRON VYKAWAY

TYPICAL SECTION A-A
 TYPICAL SECTION B-B
 TYPICAL SECTION C-C
 TYPICAL SECTION D-D
 TYPICAL SECTION E-E
 SHEET 3 OF 4

THE GARDENS V AT WATERSIDE VILLAGE, A CONDOMINIUM
LYING IN A PORTION OF SECTION 15, TOWNSHIP 39 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK PAGE

Description for Parcel 10

Parcel includes 188 acres, more or less. Parcel includes 188 acres, more or less.

Description for Parcel 9

Parcel includes 181 acres, more or less. Parcel includes 181 acres, more or less.

Description for Parcel 8

Parcel includes 181 acres, more or less. Parcel includes 181 acres, more or less.

Description for Parcel 3

Parcel includes 181 acres, more or less. Parcel includes 181 acres, more or less.

Description for Parcel 4

Parcel includes 181 acres, more or less. Parcel includes 181 acres, more or less.

Description

- (1) This area shall be subject to the same conditions or restrictions as the land...
(2) Any building erected on this land shall conform to all applicable laws...
(3) The use of this land shall be limited to residential purposes...
(4) This area shall be subject to the same conditions or restrictions...
(5) The use of this land shall be limited to residential purposes...
(6) This area shall be subject to the same conditions or restrictions...
(7) This area shall be subject to the same conditions or restrictions...
(8) This area shall be subject to the same conditions or restrictions...
(9) This area shall be subject to the same conditions or restrictions...
(10) This area shall be subject to the same conditions or restrictions...

