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**DECLARATION OF CONDOMINIUM**

of

**ST. ANDREWS ESTATES AT THE PLANTATION**

a condominium



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Joinder of Association  
 Exhibit "A" Condominium Plat  
 Exhibit "B" Association Charter  
 Exhibit "C" Bylaws

RETURN TO:  
 1/MS  
 WILLIAMS, PARKER, HARRISON,  
 DIETZ & GETZEN P.A.  
 200 SOUTH ORANGE AVENUE  
 SARASOTA, FLORIDA 34236

## DECLARATION OF CONDOMINIUM

of

### ST. ANDREWS ESTATES AT THE PLANTATION a condominium

KNOW ALL MEN BY THESE PRESENTS, that SAP Development I, Inc., a Florida corporation ("Developer"), does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, 2007 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 for Phases 2 and 3 of ST. ANDREWS ESTATES AT THE PLANTATION, a condominium, 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, 2007, 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 ST. ANDREWS ESTATES AT THE PLANTATION, 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 42, page 14-14D, 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. This is a land condominium, and each condominium unit shall consist of the land area within that unit as set forth on the condominium plat. In the event of a total or substantial destruction of any unit, 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 1/16. 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 not included within the boundaries of a unit 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 and other means of ingress and egress which may be included within the condominium boundaries from time to time (as of date of execution hereof, there are no common parking areas and common means of ingress and egress within the condominium boundaries, but if such were to be included within the condominium boundaries in the future through appropriate vote of unit owners, then and in that event any such areas that were not included within a unit would be part of the common elements);

(e) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements 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) 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. Any driveway 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.

7. **ASSOCIATION.** The corporation which will be responsible for the operation of the condominium will be an incorporated association known as ST. ANDREWS ESTATES AT THE PLANTATION 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. Each director shall be a member, or a spouse, parent or adult child of a member, of the Association or a person exercising the rights of an owner who is not a natural person, except that any director appointed by the developer need to be a member of the Association. The Association Board may grant a variance to restrictions or prohibitions hereunder should the Board determine same was warranted under a particular set of facts and circumstances.

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 or bundled television and communication services, or pest control 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 (if any); 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) at the board's discretion, common expenses may include the cost of maintaining and operating an irrigation system serving the common elements or providing common service to unit owners;

(i) 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;

(j) all assessments imposed by St. Andrews East/Plantation Community Association, Inc.

(k) costs of maintaining landscaping of the unimproved portion of the units and also along the unpaved right-of-way of roads abutting the condominium, unless St. Andrews East/Plantation Community Association, Inc. or The Plantation Management Association, Inc. assumes that responsibility.

**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. This condominium has been developed as a land condominium. It is the intent that a unit owner will maintain all of their unit and improvements thereon unless specifically set forth otherwise hereunder.

(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 any improvements constructed within the common elements. 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 not otherwise reasonably accessible and during any hours for performing such emergency repairs or procedures 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. The Association may undertake landscaping and irrigation of the condominium common elements and the unimproved portion of the units through a common contract and include that cost as a common expense.

(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:

(i) A home or other improvements constructed within the unit;

- (ii) 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;
- (iii) 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.

A unit owner shall maintain his home in good repair and appearance, including periodic cleaning and painting of the home exterior. If a unit owner fails to maintain the home, the Association upon ten (10) day written notice may undertake such maintenance or refurbishment to the home exterior as deemed reasonably necessary by the Board of Directors, and the unit owner shall be liable to the Association for funds expended for such work.

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.** This is a land condominium. It is intended at the outset of this project that each unit owner will insure their own unit, as they would a single-family home, for fire and extended coverage, as well as windstorm and flood, as the unit owner deems advisable in their best interests. The scope of coverage to be carried by each unit owner shall be consistent with the requirements of Section 718.111. The common elements of the Association consist only of a small portion of vacant land and it is not intended that said land shall contain any vertical, insurable improvements. To the extent that the Association does, in the future, obtain insurable improvements, then the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of said insurable improvements, if any, included within the common elements, as well as any personal property of the Association, for the full replacement or insurable value thereof. In the event such coverage is obtained, it shall be consistent with the requirements of Section 718.111 (11). The premium for all Association 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 agent for the insured 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. 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, and if approved by a majority of unit owners.

If the Association obtains a policy for fire and casualty covering the individual homes constructed upon the units, such a policy is referred to hereunder as the "Common Casualty Policy."

In the event of a destruction or casualty loss to any of the improvements insured by the Association, 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, the Association shall have a cause of action against such unit owner for not less than 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 of written notice of such sum. 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.

If the Association obtains a Common Casualty Policy and in the event of a total or substantial destruction of all of the condominium improvements (including homes), 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 may 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 sale purposes or as a sales office);

(b) as to any home constructed upon a unit, 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 home without a solid, light color liner facing the exterior of the home constructed upon a unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the home; erect any lights or signs outside a home; 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; or install landscaping in the "outside" (unimproved) area of a unit (because the Association at the outset will undertake landscape maintenance for all the units and the condominium and in that regard may wish to have landscaping as designated by the Association).

(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 unit or in the common elements which will increase insurance rates on any home or on the common elements;

(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;

(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 home;

(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, as applicable) 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 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. The developer may, in its discretion grant a variance upon initial sales to purchasers owning more than one pet, to allow the pets but upon the condition that as the pets die or are transferred to others, they cannot be replaced until only a single pet remains (which then could be replaced);
- (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 garage; or
- (u) enclose or further improve a lanai or patio without the written consent of the board of directors as to installation and design of the enclosure. Once any such improvement or enclosure is installed, maintenance thereof shall be the sole responsibility of the unit owner; or
- (v) 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 Plantation 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 (but would apply to leases 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 month 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.

**16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.**

(a) All savings and loan associations, banks, and insurance companies, or their subsidiaries or affiliates, 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.

(b) Written notice shall be provided to all institutional mortgagees holding a first mortgage on any unit within the condominium regarding any condemnation or casualty loss that affects a material portion of the condominium; for any lapse, cancellation or material modification of any insurance policy maintained by the Association; or of any proposed action that requires the consent of all or a specified percentage of institutional first mortgagees.

(c) An institutional first mortgagee shall receive written notice of any sixty day delinquency in the payment of condominium association assessment or charges attributable to the unit on which that mortgagee held a first mortgage, or any condemnation or casualty loss affecting a specific unit on which that mortgagee held a first mortgage.

(d) Consistent with the provisions of Florida Statute §718.116, the liability of a first mortgagee acquiring title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of the unpaid, regular periodic expenses which came due during the six months immediately preceding the acquisition of title or one percent of the original mortgage debt.

**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 without the written consent of Developer.

At the time of recording this Declaration, construction of all of the condominium units and improvements within the condominium units 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 Plantation 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 The Plantation. Developer reserves the right to use the name "St. Andrews Estates at The Plantation" or any similar name in connection with future developments within The Plantation or other projects. In the event of any foreclosure of Developer's interests and development rights hereunder by a mortgage, then said mortgagee shall succeed to all rights and privileges of Developer.

**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 Plantation.

(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 St. Andrews East are granted easements across private roads, access easements and travelways located within this condominium for purposes of gaining access to Rockley Boulevard.

(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 2007. There are 9 units in Phases 1 and 2, and 7 units in Phase 3.

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. Phases 2 and 3 constitute the initial phases of the condominium and are hereby submitted to condominium ownership. Phase 1 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. Time-share estates will not be created with respect to the units in any phase.

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

This is a land condominium. As such, unit owners will acquire a parcel of land and any home and other improvements constructed thereon. The actual size and configuration of any

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

Developer's intent in reserving the right to develop and construct units and homes thereon 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 modify the design, size, configuration, location, and directional bearing of units shall terminate upon the recording of a surveyor's certificate certifying to the substantial completion of the unit.

The actual size and configuration of the home upon any unit depends upon the floor plan selected for the unit. Each unit that has been substantially completed as of the recording of this Declaration, is shown on the condominium plat recorded herewith.

**20. THE PLANTATION GOLF AND COUNTRY CLUB.** Pursuant to the terms of The Plantation Master Covenants ("Master Covenants"), recorded in Official Records Book 1450, Page 16 of the Public Records of Sarasota County, Florida, as amended from time to time, each unit owner in St. Andrews East at the Plantation shall have the nonexclusive right to use The Plantation common areas. In consideration thereof, all owners of property within The Plantation 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 The Plantation Management Association, Inc., a Florida nonprofit corporation (herein called "Master Association"), of which each unit owner in the entire St. Andrews East at The Plantation Community, including St. Andrews Estates at the Plantation, shall automatically be a member. The Master Association has the power to assess each unit of St. Andrews Estates at the Plantation 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 may be billed directly by Master Association to each unit, or may be collected by the Association as part of the common expenses of St. Andrews Estates at the Plantation.

St. Andrews Estates at the Plantation is part of the area of The Plantation known as "St. Andrews East." St. Andrews East (the "Community") consists of the lands located within Phase IV of the Plantation and located easterly of Rockley Boulevard, as further discussed and defined in the Community Documents (as hereinafter defined).

There will be constructed certain private roadways and recreational facilities (the "Facilities") at a location, or locations within the Community. These Facilities will be for the exclusive use and enjoyment of Community property owners. The Facilities proposed include two swimming pools, decks, a clubhouse building and private roadways, but the Facilities may be expanded to include other structures and uses.

The Facilities will be made available for use by Community property owners upon completion of construction of the Facilities or portions thereof. Ownership of the Facilities, and the land upon which they will be constructed, will be transferred to St. Andrews East/Plantation Community Association, Inc. ("Community Association"), not later than the time of the closing of the

last unit in the Community, or ninety days after the turnover of the Community Association. The primary purpose of Community Association is to operate and maintain the Facilities, and its members are associations operating condominiums or subdivisions in the Community. The Facilities, and the land upon which they will be constructed, will not be a part of the common elements of any condominium in St. Andrews East at The Plantation and will not be subject to any lease. The lands of St. Andrews East at The Plantation are subject to the Declaration of Management Covenants for St. Andrews East/Plantation Community and the Articles of Incorporation and Bylaws for Community Association (collectively the "Community Documents"), recorded in the Official Records as Instrument #2005109139, Public Records of Sarasota County, Florida. Once the Facilities or portions thereof are made available for use by Community property owners, all expenses for the operation, maintenance, repair, replacement, and improvement of the Facilities will be borne by Community Association 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 Facilities will be completed and made available for use no later than the date of completion of the last residential building to be constructed in the Community. The Community Association shall be authorized to construct, install and maintain certain other community property, including private roads, street lighting systems, irrigation systems and sidewalks, all as further discussed in the Community Documents. SAP Development I, Inc. as Community Developer has agreed to guarantee the budget of the Community Association through the turnover thereof.

There may be lakes or retention areas included within the common elements, or Master Association or Community Association property. The water level in such lakes will rise and fall as a function of rainfall and water table levels. There is no assurance or guarantee that all lakes will be full at any given time.

**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, configuration or size of an existing unit, materially altering or modifying appurtenances to a unit, 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, if not more than 10% of the voting rights of unit owners reject the plan, or a vote of two-thirds of unit owners in the event of total or substantial destruction as set forth in paragraph 11, and in either case 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 at a time prior to turnover of the condominium. Provided, however, if the vote for termination comes after Developer relinquishes control of the association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner, and in that instance shall not have a right of veto as set forth in the proceeding sentence. 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. The term "Developer" as used herein refers solely to SAP Development I, Inc. and its successors and assigns. St. Andrews Park Realty of Venice, Inc. which is the exclusive listing broker ("broker") is a distinct entity from the Developer. The obligations of Developer arising under this Declaration, any contracts with purchasers, or under any other instrument related to the condominium or St. Andrews East are obligations of SAP Development I,



Inc. only, and do not extend to broker or to any other corporation or entity, or to the employees, officers, directors, and shareholders of Developer. Such employees, officers, directors and shareholders of Developer shall have no individual liability in any action brought, or for any claim asserted, by the Association or by any unit owner in connection with the construction, development, or sale of any unit, or other property or improvements in the condominium or St. Andrews East. Any warranty obligations of Developer for this unit are as set forth in the Condominium Act and other warranty obligations are disclaimed.

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 7 day of May, 20    .

Witnesses:

Cyndi L. Giordano  
(Signature of Witness)

Cyndi L. Giordano  
(Print Name of Witness)

Carole L. Wildes  
(Signature of Witness)

Carole Wildes  
(Print Name of Witness)

SAP DEVELOPMENT I, INC.,  
a Florida corporation

By: [Signature]  
Stephen E. Lattmann  
As its: President

STATE OF FLORIDA  
COUNTY OF SARASOTA

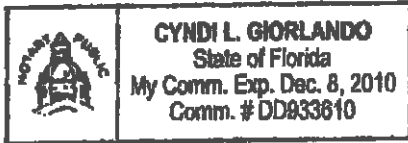
SWORN TO AND SUBSCRIBED BEFORE ME this 7<sup>th</sup> day of May 2010 by Stephen E. Lattmann as President of SAP DEVELOPMENT I, INC., a Florida corporation on behalf of the corporation. He is ~~personally known to me~~ or has produced \_\_\_\_\_ as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.

Cyndi L. Giorlando  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

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

(Notary Seal)



JOINDER OF ASSOCIATION

ST. ANDREWS ESTATES AT THE PLANTATION ASSOCIATION, INC., a Florida non profit 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 7<sup>th</sup> day of May, 2010.

ST. ANDREWS ESTATES AT THE PLANTATION ASSOCIATION, INC.

Witnesses:

Cynthia L. Giorlando  
(Signature of Witness)

Cyndi L. Giorlando  
(Print Name of Witness)

Carole L. Wildes  
(Signature of Witness)

**Carole Wildes**

\_\_\_\_\_  
(Print Name of Witness)

By: [Signature]  
Stephen E. Lattmann  
As its: President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2010 by Stephen E. Lattmann as President of ST. ANDREWS ESTATES AT THE PLANTATION ASSOCIATION, INC., a Florida non-profit 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.

Cynthia L. Giorlando  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

(Notary)



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













# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ST. ANDREWS ESTATES AT THE PLANTATION ASSOCIATION, INC., a Florida corporation, filed on September 29, 2009, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H09000210141. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N09000009506.

Authentication Code: 709A00031807-093009-N09000009506-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirtieth day of September, 2009



Handwritten signature of Kurt S. Browning.

Kurt S. Browning  
Secretary of State