

**SECOND**  
**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**SEA VILLA APARTMENTS, A CONDOMINIUM**

*[Substantial rewording of Declaration of Condominium. See existing  
Declaration of Condominium for present text.]*

The Members of SEA VILLA APARTMENTS, INC. (the "Association") adopt this Second Amended and Restated Declaration of Condominium. This Second Amended and Restated Declaration of Condominium shall replace and supersede the Original Declaration of Condominium and all previous amendments thereto. The Original DECLARATION OF CONDOMINIUM OF SEA VILLA APARTMENTS, A CONDOMINIUM was recorded at Official Records Book 676, Page 94 *et seq.* in the Public Records of Sarasota County, Florida.

The purpose of the Declaration as originally recorded, as subsequently amended, and this Second Amended and Restated Declaration is to submit the fee simple title to the lands described in Declaration of Condominium, as originally recorded, and the improvements now or hereafter constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as subsequently amended from time to time, herein called the "Condominium Act."

**1. DEFINITIONS**

The terms used in this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations and various exhibits mean as follows:

1.1 **"Articles of Incorporation"** means the Articles of Incorporation of the Association as they are amended from time to time.

1.2 **"Assessment"** means a share of the funds required for the payment of the Common Expenses which from time to time is assessed against the Unit owner.

1.3 **"Association"** means SEA VILLA APARTMENTS ASSOCIATION, INC., a Florida non-profit Corporation responsible for the maintenance and operation of the Condominium.

1.4 **"Board of Directors"** or **"Board"** means the Board of Directors of the Association who is responsible for the administration and operation of the Association.

1.5 **"Bylaws"** means the Bylaws of the Association as they are amended from time to time.

1.6 **"Committee"** means a group of Board members, Unit owners, or Board members and Unit owners appointed by the President of the Board of Directors to make recommendations to the Board of Directors.

1.7 **"Common Elements"** means the portions of the Condominium Property not included within the Units.

1.8 **“Common Expenses”** means all expenses properly incurred by the Association in the performance of its duties, including without limitation all expenses specified in Section 718.115, Florida Statutes.

1.9 **“Condominium”** means that form of ownership under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements as elsewhere herein more fully defined. It also means the complex subjected hereby to Condominium ownership, known as SEA VILLA APARTMENTS.

1.10 **“Condominium Act”** means the Florida Condominium Act, Chapter 718, Florida Statutes, as subsequently amended from time to time. The provisions of the Condominium Act are incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. However, where the Condominium Act is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute, this Declaration of Condominium shall prevail.

1.11 **“Condominium Documents”** mean this Declaration of Condominium, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and Condominium Plats, all as amended from time to time.

1.12 **“Condominium Parcel”** means a Unit, together with the undivided share in the Common Elements appurtenant to the Unit.

1.13 **“Condominium Plats”** mean that certain Plat(s) or drawing, as recorded in the Sarasota County Official Records. The Condominium Plat for SEA VILLA APARTMENTS, A CONDOMINIUM, is recorded at Condominium Book 2, Page 18, through 18A of the Official Records of Sarasota County, Florida, and is attached hereto as Exhibit “A”.

1.14 **“Condominium Property”** means and includes the lands, leaseholds, personal property and improvements that are hereby subjected to condominium ownership together with all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.15 **“Declaration”** means this instrument, as it is from amended from time to time.

1.16 **“Limited Common Elements”** mean those Common Elements which are reserved for the exclusive use of a certain Unit to the exclusion of other Units, as specified in this Declaration.

1.17 **“Original Declaration”** means the original DECLARATION OF CONDOMINIUM OF SEA VILLA APARTMENTS, INC. that was recorded at Official Records Book 676, Page 94 *et seq.* in the Public Records of Sarasota County, Florida.

1.18 **“Unit”** or **“Apartment”** means a part of the Condominium Property which is subject to exclusive ownership. A Unit or Apartment is more fully described in Article 5 of this Declaration.

1.19 **“Voting certificate”** means a document which designates one of the record title owners, or the corporation, partnership, or entity representative, who is authorized to vote on behalf of the Unit that is owned by more than one owner or by any entity.

## 2. CONDOMINIUM OWNERSHIP

The property managed by the Association and described in Exhibit "A" is Condominium Property under the Condominium Act of the State of Florida, known as SEA VILLA APARTMENTS. All Unit owners, grantees, mortgagees, assignees and their successors and assigns, of Units in the Condominium do hereby agree to the foregoing.

## 3. CONDOMINIUM PLAT

A survey of the SEA VILLA APARTMENTS, A CONDOMINIUM land and a graphic description of the improvements in which the Units are located and a Plot plan thereof which together with this Declaration of Condominium is in sufficient detail to identify the Common Elements and each Unit and provide accurate representation of their locations and dimensions appears as recorded in Condominium Book 2, Page 18, through 18A, of the Public Records of Sarasota County, Florida. The Condominium Plat is hereby incorporated herein by reference and also attached hereto as Exhibit "A", and incorporated herein.

## 4. CONDOMINIUM ASSOCIATION

4.1 **Association.** The Association, known as SEA VILLA APARTMENTS, INC., is organized under the laws of the State of Florida as a Not-for-Profit Corporation. It manages SEA VILLA APARTMENTS, A CONDOMINIUM.

4.2 **Membership.** All record owners of a Unit in the Condominium shall be required to be members of the Association.

4.3 **Voting.** Except as otherwise provided herein and in Chapter 718, Florida Statutes, each of the twenty (20) Apartments shall be entitled to one (1) vote at membership meetings of the Association.

4.4 **Housing Facility for Older Persons.** This is a housing facility for older persons. Pursuant to the Housing for Older Persons Act of 1995, at least one (1) person occupying a Unit must be fifty-five (55) years of age. However at the discretion of the Board of Directors up to 20% of the Units in the association may be occupied by persons between the ages of 18 and 54. The Board of Directors shall have the authority to adopt reasonable rules and regulations to enforce this article including but not limited to the right to require potential occupants to provide proof of their age upon Board request. The Board of Directors reserves the right to deny occupancy to any person where such occupancy would cause the association to not qualify as housing for older persons under the Federal Law.

- A. **Family Members at Least Fifty-Five (55) Years of Age.** A Unit owner may allow his/her family members (siblings, children, and grandchildren) who are at least fifty-five (55) years of age to occupy a Unit for up to one calendar month in a calendar year when the Unit owner is not occupying the Unit. Family Members at least fifty-five (55) years of age are authorized to have their own spouse, partner, children, grandchildren, and guests stay in the Unit overnight during the time the family member who is at least fifty-five (55) years of age is occupying the Unit.
- B. **Family Members Under the Age of Fifty-Five (55).** Family members (siblings, children, and grandchildren) who are between the ages of 21 and 54, and their spouses and children and grandchildren, may occupy a Unit for up to one calendar month in a calendar year when the Unit owner is not occupying the Unit so long as such occupancy would not cause the association to not qualify as housing for older persons under the Federal Law.

- C. Leasing. At least one (1) tenant occupying a leased Unit must be fifty-five (55) years of age. All leases shall be for a minimum period of not less than one calendar month. Tenants are not allowed to have children under the age of eighteen (18) occupy the Unit overnight during the tenancy.
- D. Guests. At least one (1) guest occupying a leased Unit must be fifty-five (55) years of age. A guest can stay in a Unit for a period no greater than fifteen (15) days in any calendar year. Guests are not allowed to have children under the age of eighteen (18) stay in the Unit overnight during the time the guest is occupying the Unit.

Any Guests who exceed the fifteen (15) day time limit will be considered a tenant, and/or renter, and are subject to the leasing requirements and approval requirements noted elsewhere in this Declaration, including the completion of a criminal background check.

4.5 **Bylaws.** The Condominium is operated pursuant to the Bylaws of the Association.

4.6 **Rules and Regulations.** In addition to the powers of the Association elsewhere herein set forth or adopted by reference, the Association has the right to adopt and enforce uniform Rules and Regulations concerning, pertaining or relating to the Units, Common Elements, Condominium Property, and administration of the Association and Condominium. Such Rules and Regulations shall not be contrary to the laws of the land, provisions of these Declarations of Condominium, the Articles of Incorporation or the Bylaws of the Association.

4.7 **Default.** In the event of default by any Officers or Directors of the Association or by the Association in carrying out its obligations under these Declarations of Condominium, the Articles of Incorporation or Bylaws of the Association or the condominium law of the state of Florida, then and in that event any adversely affected Member shall notify the defaulting Officer or Director, as the case may be, and in all events the Board of Directors, in writing, of such default, and shall extend a 30-day period from the date of delivery of such notice to cure such default prior to instituting any legal action concerning the same. In no circumstance, may any adversely affected party bring cause after one year of the presumed event. If a Unit owner fails to timely provide such a 30-day notice of default to the Officer and Director and to the Board of Directors, the Unit owner shall not be permitted to recover his attorney's fees and costs in the event the owner prevails in subsequent litigation involving the Association, the Officer, Director of the Board of Directors.

## 5. DEFINITION OF UNIT AND/OR APARTMENT

Each Apartment which term as used in this subsection concerning boundaries shall include that part of the building containing the Apartment that lies within the boundaries of the Apartment, which boundaries are as follows:

5.1 **UPPER AND LOWER BOUNDARIES:** The upper and lower boundaries of the Apartment or villa shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- A. Upper Boundary - the horizontal plan of the lower surfaces of the ceiling (including attics where applicable).
- B. Lower Boundary - the horizontal plane of the lower surfaces of the floor slab.

5.2 **PERIMITRICAL BOUNDARIES:** The perimetrical boundaries of the Apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

- A. Exterior building walls - the intersecting vertical planes adjacent to and which include the interior of the outside walls of the Apartment building bounding an Apartment and fixtures thereon, and when there is attached to the building a terrace, stairway or other portion of the building serving only the Apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.
- B. Interior building walls - - the vertical planes of the center line of walls bounding an Apartment extended to intersections with other perimetrical boundaries with the following exceptions:
  - 1. When walls between Apartments are of varying thickness, or about a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.
  - 2. When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.
- C. Each Apartment shall include appurtenant storage areas and terrace.

## 6. COMMON ELEMENTS

### 6.1 Common Elements. The Common Elements shall include the following:

- A. The land described in Exhibit "A" and all improvements thereon, except for Units as shown on Exhibit "A" and described in Article 5 of this Declaration.
- B. Swimming pool and associated pool building.
- C. Easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or Common Elements.
- D. Installations for furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.
- E. The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements.
- F. Easements for inspection, maintenance, repair, replacement of the Common Elements.
- G. Non-exclusive easements for ingress and egress over such streets, walks and other rights of way serving the Units as shall be necessary to provide reasonable access to public ways.
- H. All outside surfaces of walls, except for glass or screened surfaces of windows, doors or porches, of the various Units, which said glass and screened surfaces, windows, doors and porches will be part of each such Unit and are not Common Elements. Covering, replacement or modification of all such glass or screened surfaces, however, must be approved in advance by the Association's Board of Directors or its designee.

- I. Easements as needed for maintenance and support of Units and Common Elements.

6.2 **Material Alteration of the Common Elements.** The Board of Directors has the authority to make material alterations or substantial improvements to the Common Elements as long as the cost thereof does not exceed two and half percent (2.5%) of the Association's operating assessment of that budget year for any one project and the aggregate of all such material alterations, additions or improvements to the Common Elements does not exceed five percent (5%) of the Association's operating assessment of that budget year in any one calendar year. There shall be no material alterations or substantial improvements to the Common Elements where the cost thereof exceeds the above financial limitations unless the prior approval of at sixty percent (60%) of the Association's Voting Interests present (in person or by proxy) at a duly-noticed membership meeting is obtained. As an exception to the foregoing, the Board of Directors may install on the Condominium Property solar collectors, geo-thermal and other energy-efficient devices based on renewable resources for the benefit of the Unit owners without any membership vote. The Board may also determine the exterior and interior color scheme of the Condominium Property without membership approval. The Board may also upgrade the materials and equipment used on the Condominium Property to take advantage of technological advances without any membership approval.

6.3 **Appurtenance to the Units.** There are appurtenant to each Unit, easements, as needed, for encroachments benefiting such Unit resulting from minor construction deviations, or from shifting and settling.

6.4 **Public Utility Easements.** Notwithstanding anything contained herein or in the Condominium Plat as recorded, it is understood that the Common Elements of the Condominium are hereby irrevocably made subject to easements for the installation and maintenance of public utility lines, equipment and services for the benefit of the Condominium. The streets, walks and other rights of way serving the Units as part of the Common Elements necessary to provide reasonable access to the public ways are hereby made subject to non-exclusive easements for ingress and egress for the benefit of the Units and are further made subject to permanent non-exclusive easements for pedestrian and vehicular ingress and egress for the benefit of all Units.

6.5 **Limited Common Elements.** Each Unit is assigned two (2) Limited Common Element parking spaces. Unit owners may only park in the Limited Common Element parking spaces assigned to their Unit.

## 7. **PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS**

Each Apartment shall own an equal undivided share in the Common Elements appurtenant to each Apartment. The Common Expenses of the Condominium and the common surplus shall be divided equally among the twenty (20) Apartments.

## 8. **COMMON EXPENSES**

The Common Expenses of the Condominium shall be assessed equally against all Unit Owners. In addition to the Common Expenses identified in Section 718.115, Florida Statutes, the Common Expenses include all expenses properly incurred by the Association's Board of Directors, including, but not be limited to, the following:

8.1 **Common Elements.** Expenses incurred in the maintenance, preventative maintenance, repair, replacement or protection of the Common Elements, Condominium Property and those portions of the Condominium Units the Association is obligated by this Declaration to maintain, repair and/or replace.

8.2 Declared Expenses. Expenses declared Common Expenses by provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and any valid charge against the Condominium Property as a whole.

8.3 Insurance. Premiums on Association insurance policies required or allowed by the provisions of this Declaration or by Section 718.111(11), Florida Statutes and other applicable law, including but not limited to fire, casualty, liability, employee theft, umbrella, directors and officers and other insurance as provided herein.

8.4 Management and Administrative Fees. Costs of operation, management and maintenance of the Condominium and the administrative costs of the Association, including, without limitation, professional fees, management expenses and all other expenses of carrying out the powers and duties of the Association.

8.5 Utility Services. Costs of water, electricity and other utilities that are not separately metered to the individual Condominium Units.

8.6 Labor, Materials and Supplies. Costs of labor, material and supplies used in conjunction with the Common Elements.

8.7 Alterations and Improvements. The costs of material alterations or substantial improvements.

8.8 Repair of Damages. The costs of repair of damages to the Condominium Property caused by casualty in excess of insurance coverage.

8.9 Hurricane Protection. The expense of installation, replacement, operation, repair, and maintenance of hurricane protection, but only if so provided by resolution adopted by the Board pursuant to Sections 718.115(1)(e) and 718.113(5), Florida Statutes.

8.10 Governmental Requirements. Any items or services required by federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer services for a master meter that services the Condominium.

8.11 Driveways, Private Road, and Parking Spaces. Driveways, Private Roads, and Parking Space maintenance, repair and replacement which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property.

8.12 Foreclosed Assessments. If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all the Unit Owners.

8.13 Miscellaneous Costs and Expenses. If so elected by the Board of Directors, the expenses of waste management, water, exterior lighting, and bulk interior and exterior pest control and 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, administering, insuring, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, the Not-For-Profit Corporation Act, this Declaration, the Articles of Incorporation, or the Bylaws.

## 9. ASSESSMENTS.

9.1 **Equal Assessments.** The Common Expenses shall be assessed equally among the twenty (20) Apartments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the Assessments are made.

9.2 **Joint and Several Liability.** A Unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit owner. Additionally, a Unit owner is jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. For the purposes of this paragraph, the term "previous owner" does not include the Association if it acquires title to a delinquent Unit through foreclosure or by deed in lieu of foreclosure. A present Unit owner's liability for unpaid Assessments is limited to any unpaid Assessments that accrued before the Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Article for the collection of unpaid Assessments.

9.3 **Liability of First Mortgagee.** The liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

- A. The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- B. One percent (1%) of the original mortgage debt.

For purposes of this Section the term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage. The provisions of this Article apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

9.4 **Interest and Late Fees; Application of Payment.** Assessments paid on or before ten (10) days after the date due shall not bear interest. Assessments and installments on Assessments which are not paid when due bear interest at the highest rate allowed by law (currently eighteen percent (18%) per year) from the due date until paid. All interest collected shall be credited to the common income account. The Association shall, in addition to such interest, charge an administrative late fee of up to the greater of \$25 or five percent (5%) of each delinquent installment for which the payment is late. Any payment received by an Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The foregoing is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

9.5 **Lien.** The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien is effective from and shall relate back to the recording of the Original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the Condominium Parcel is located. To be valid, a claim of lien must state the description of the Condominium Parcel, the name of the record Unit owner, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized



agent of the Association. The lien is not effective one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period is automatically extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit owner or any other person claiming an interest in the Condominium Parcel. The claim of lien secures all unpaid Assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

9.6 **Foreclosure of Lien.** The Association, at its option, may enforce collection of delinquent Assessment or special assessment accounts by suit or law or by foreclosure of the lien securing the Assessments, or by any other competent proceeding, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees up to and including all appeals.

9.7 **Monetary Judgment.** In addition to the other collection remedies provided herein, the Association may also seek, obtain and collect on a financial judgment against the Unit owner(s), tenants, and/or residents for any monetary obligation due to the Association.

## 10. MAINTENANCE BY THE ASSOCIATION

10.1 The Association shall maintain and operate the Condominium and shall furnish for the benefit of the Units the following:

- A. Maintenance, repair, and replacement of the Common Elements of the Condominium including the pool, pool area, lawns, grounds, roads, parking spaces and areas and walkways.
- B. Maintenance and painting and caulking of the outside walls, including the lanai walls, however; the Unit owner shall be solely responsible for the exterior doors to the Unit.
- C. Providing garbage and trash removal for the Condominium and all Units.
- D. Providing property insurance on the Common Elements and buildings, exclusive of Unit interiors and contents per the Florida Condominium Act.
- E. Providing general liability insurance relative to the Common Elements.
- F. Furnishing of utility services for common facilities and Common Elements.
- G. Furnishing of water and sewer service for each Unit.
- H. Maintenance, repair, and replacement, without limitation, of the following utility-related items:
  - 1. Electrical wiring up to the circuit panel in each Unit.
  - 2. Water pipes up to the individual Unit cutoff valve.
  - 3. Sewer lines up to the point where they join individual Unit sewer lines.
  - 4. All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.

5. Maintenance, repair, and replacement of all roofs, with the exception of the lanai roof, and exterior walls.

The Association's responsibility does not include drywall, interior wall coverings including paint and wall paper, interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit.

10.2 **Incidental Damage.** All incidental damage caused to a Unit or Limited Common Elements by work performed on behalf of the Association shall be repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for the damage to any alteration or addition to the Unit or the Limited Common Elements (e.g., wall coverings or custom flooring) made by a Unit owner or his predecessor in title. The Association shall not be strictly liable for damages to a Unit or property within a Unit. The Association shall be liable for damages only in the event the Association negligently performed or negligently omitted to perform maintenance required under the Declarations of Condominium.

10.3 **Assumption of Maintenance Responsibilities.** Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board of Directors, may assume some of the maintenance responsibilities of the Unit owners for portions of the Units or Limited Common Elements, provided the Board of Directors adopts a resolution setting forth the basis in which the Board of Directors has determined that the best interest of the Condominium will be served by the Association assuming the maintenance rather than the Unit owner. The resolution shall be included as part of the Association records and all expenses incurred by the Association in performing these assumed maintenance duties shall be a Common Expense. Any resolution adopted in accordance with this paragraph may be subsequently changed, modified, or rescinded by action of the Board of Directors.

## 11. MAINTENANCE BY THE UNIT OWNER

11.1 **Unit Owner Maintenance.** Each Unit owner shall maintain their Unit at all times in good condition. The owner shall be responsible, at the owner's sole expense, for the maintenance, repair, and replacement of the following, without limitation:

- A. Screens, screen doors, windows and window glass, and door and window framing, drywall, interior wall coverings including paint and wall paper, hardware and locks, including without limitation sliding glass door assemblies and tracks. Upon written demand of the Association, the Unit owner shall replace worn-out and/or deteriorated screens within thirty (30) days or the Association shall have the right, but not the obligation, to do so and invoice the Unit owner the cost thereof. The owner shall remit payment of the invoice within fifteen (15) days.
- B. The entrance doors to the owner's Unit.
- C. All doors, including but not limited to sliding glass doors, inside the Unit.
- D. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit and serving only the Unit.
- E. The circuit breaker panel and all electrical wiring going into the Unit from the panel.
- F. Appliances, water heaters (including pans), smoke alarms, vent fans and ceiling fans. A Unit owner is strongly encouraged to replace their Unit's tank-type hot water heater (including pan) if the hot water heater is over ten (10) years of age. An owner shall be responsible and held

strictly liable for any damages to the Common Elements and/or to other Unit(s) caused by a failure or leak of the owner's hot water heater or pan if the hot water heater is older than ten (10) years of age.

- G. All air conditioning and heating equipment, thermostats, humidistats, ducts and installations serving the Unit exclusively, no matter where located.
- H. Carpeting and all other floor and wall coverings.
- I. Shower pans.
- J. The main water shutoff valve located within the Unit.
- K. Other facilities or fixtures which are located or wholly contained within the Unit and serving only the Unit.
- L. All interior partition walls (excluding load bearing portions thereof).
- M. The entirety of the lanai excluding the exterior walls. The Unit owner is responsible for the maintenance, repair, and replacement of any roof, doors, windows, and screens that have been installed to enclose the lanai. The unit owner is responsible for the maintenance, repair, and replacement of the interior of the lanai. The Unit owner must obtain written approval from the Board of Directors for any maintenance, repair, or replacement of the lanai roof. In order to maintain the uniformity and appearance of the Community, the Board of Directors is authorized to adopt, amend, modify; repeal and enforce published architectural guidelines and standards governing the location, size, type, or appearance of the lanai roof or any other improvement to a Unit.
- N. An absent Unit owner shall be responsible and held strictly liable for any damages to the Common Elements, Unit, and/or to other Unit(s) including without limitation water damage, mold and mildew that could have been prevented if the owner had shut off the main water valve to the Unit, and appropriately set the thermostat or any other humidity control device as required by the Sea Villa Apartment Rules and Regulations, as amended from time to time.

**11.2 Additional Owner Maintenance Responsibility.** Each Unit owner, shall maintain at all times in good condition and repair, the interior of such Unit, including the interior of the lanais, interior walls, floors, ceilings, doors, windows, water, electric and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electric system" in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit. The phrase "plumbing system" in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit or in the Unit itself.

## **12. RESTRICTIONS**

The following restrictions apply to and bind the Units, Common Elements, and Condominium Property:

**12.1 Loud Noises, Obnoxious Odors or Nuisance.** Owners, tenants, residents, guests, and occupants of Condominium Units shall not suffer, permit or maintain in or on their premises loud noises or obnoxious odors or any activity which would constitute a nuisance to neighboring Units or residents in the reasonable opinion of the Board of Directors.

12.2 **Pets.** Unit owners shall be permitted to keep two pets in the Condominium. All pets must be carried and/or kept on a leash no more than six (6) feet in length at all times when outside the Unit. Unit owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals. It is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the member, families, and guests of the Sea Villa Community. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Sea Villa Apartment Community and/or destroyed. Tenants, and guests of tenants are prohibited from having pets on the Common Elements, within a Unit, or anywhere on Condominium Property.

12.3 **Exterior Alteration.** No person shall paint or otherwise change the appearance of any exterior wall, door, window, or any exterior surface, plant or display any plantings outside of a Unit without first obtaining written approval of the Board of Directors. No person shall erect any exterior lasers, exterior lights, or signs, place any signs in windows, and or display any Holiday decorations in or on the Common Elements. No person shall erect or attach any structures or fixtures within the Common Elements. No person shall make any structural additions or alterations (except the erection or removal of nonsupport carrying interior partitions wholly within the Unit) to any Unit or to the Common Elements, without the prior written consent of the Association Board of Directors.

- A. Potted and/or in ground plants. Unit owners are permitted to place up to a maximum of four (4) potted and/or in ground plants in the common element area directly outside the front door of the Unit. The Unit owner is responsible for the maintenance of the potted and/or in ground plants.
- B. Unit owners may install two (2) pieces of exterior wall art within the vestibule area of the lanai provided no substantial damage is done to the building structure and/or Common Elements. Unit owners will be responsible for the removal of the wall art before exterior structure/Common Element painting or the sale of the unit. Unit owner will be responsible for all building structure/wall repair costs caused by the installation and/or removal of the wall art. Wall art must be installed in a manner in which it can easily be removed during a hurricane and/or high wind event.

#### 12.4 **Parking and Vehicles.**

The following vehicles are prohibited from being parked in a Limited Common Element parking space, the Common Elements, or the Condominium Property:

- A. Boats;
- B. Campers;
- C. Recreational Vehicles;
- D. Trailers;
- E. Motor Homes;
- F. Pick-up trucks that exceed twenty-two (22') feet in length;
- G. Commercial trucks;
- H. Commercial vehicles.

For purposes of this Article, "Commercial trucks and Commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family, purposes. "Commercial trucks and Commercial vehicles" shall include those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; those vehicles which contain transport tools, tool boxes or other equipment incidental to any

business. The absence of commercial-type lettering, graphics, signs, or displays on a vehicle or any or all of the aforementioned criteria shall not be dispositive as to whether a vehicle is a Commercial truck or Commercial vehicle.

It is intended that the only vehicles that are permitted to be parked in a Limited Common Element parking space by owners, their guests, tenants, their guests, or invitees will be customary private passenger automobiles ("Permitted Vehicles"). Permitted Vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two (2) doors or four (4) doors on a sedan, hatchback or convertible and shall also include station wagons, vans, minivans, standard sized ½ ton pick-up trucks, and sport utility vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer.

In no event shall Permitted Vehicles be parked in a Limited Common Element parking space, the Common Elements, or Condominium Property for purposes of repair or to be stored or placed on "blocks".

A Unit owner, guest, or tenant that will be absent from a Unit for a period of time greater than seven (7) consecutive calendar days, that intends to leave a vehicle at the Condominium during the time the Unit owner, guest, or tenant is absent from the Unit, must make arrangements with a third party to be responsible for moving the Unit owner, guest, or tenant's vehicle in case of an emergency. Prior to vacating the Unit for a period of time greater than seven (7) consecutive calendar days, the Unit owner, guest, or tenant shall inform the Association management company of the name and contact information of the person and or third party vendor that will be responsible for moving the Unit owner's vehicle in case of an emergency. The Board of Directors and Management company shall have sole authority to determine what constitutes an emergency wherein a vehicle would need to be moved.

Unit owners, tenants, and guests consent to the towing of their vehicles to allow access to the Condominium Property for Commercial trucks, Commercial vehicles, service vehicles, and Emergency vehicles when an emergency, as determined by the Board of Directors or Management company exists.

The parking of conversion vans will be permitted in a Limited Common Element parking space, by owners, their guests, tenants, their guests or invitees if the following requirements are met:

- A. The conversion van is not used as a domicile or residence, either permanent or temporary, while parked on the Unit parking space within the Condominium.
- B. The conversion van is used primarily for personal, non-business purposes, and does not bear any sign or logo.
- C. The conversion van must have windows on all sides and rear and seating capacity installed throughout the vehicle.
- D. The conversion van is not equipped with racks, toolboxes or other equipment normally associated with commercial activity.

Pick-up trucks, vehicles, and sport utility vehicles that have been modified by increasing their height or adding, off-road tires, hydraulics, over-sized tires, roll bars or similar equipment are not Permitted Vehicles and are prohibited from being parked in a Limited Common Element parking space or within the Condominium. Pick-up trucks, vehicles, and sport utility vehicles to which has added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger, are not Permitted Vehicles and are prohibited from being parked in a Limited Common Element parking space or within the Condominium.

Notwithstanding the foregoing parking limitations, Commercial trucks, Commercial vehicles, and service vehicles, that are at the Condominium to provide maintenance, repair, and replacement services to a Unit and/or the Condominium may be temporarily parked as necessary during the time they are actually servicing a Unit or the Condominium but in no event overnight.

Guest parking permits shall be limited to the time the guests are staying at the Condominium. Unregistered and/or illegally parked vehicles may be towed off the premises at the vehicle owner's expense.

**12.5 One-Family Residential Dwelling.** Each Unit shall be used exclusively as a one-family residential dwelling. No business or trade shall be permitted to be conducted anywhere on the Condominium Property, except Unit owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations of the local governmental entity, and the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that increase the insurance risk of other owners, or the Association, or constitute a dangerous activity, in the sole opinion of the Board of Directors.

**12.6 Laws, Ordinance, Regulations and Governmental Rules.** All persons on the Condominium Property shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, in so far as the same pertain to the control or use of such Unit or the Common Elements.

**12.7 Unit Partition or Division.** No Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action. No Condominium Parcel or Unit shall be divided or subdivided or severed from the realty. No structural alterations or changes shall be made within said Unit without prior approval of the Board of Directors of the Association.

**12.8 Wires, Antennas, and Exterior Articles.** That without the prior written permission of the Association's Board, no wires, TV antennas, satellites, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building. No Unit Owner shall permit or maintain any exposed or outside storage or storage containers.

**12.9 Clothes Lines, Hangers or Drying Facilities.** No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

**12.10 Rules and Regulations.** All persons on the Condominium Property shall abide by and obey all Sea Villa Apartment Rules and Regulations. Such Rules and Regulations shall not discriminate against any one Unit.

**12.11 Signs.** No permanent signs of any type, including without limitation realtor signs, shall be kept, permitted or maintained on or in any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for signs approved by the Association's Board of Directors. Written approval from the Board of Directors must be obtained before any sign is posted on a Unit.

### **13. ASSOCIATION APPROVAL OF UNIT LEASES**

**13.1 Board Right of Approval.** The Board of Directors shall have the authority to approve all tenants, occupants, and leases and renewals or extensions thereof. The Board of Directors shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board of Directors deems appropriate under the circumstances.

**13.2 Leasing Restrictions.**

- A. At least one (1) person leasing a Unit must be fifty-five (55) years of age and said person must occupy the Unit during the entirety of the lease.
- B. Only the entire Unit may be leased.
- C. No Unit may be leased for a term of less than thirty (30) days.
- D. "Rent-sharing" and subleasing is prohibited.
- E. The Board of Directors may refuse/prohibit re-leasing to a proposed, current, or previous tenant who has violated the Condominium Documents, did not show proper respect for the Condominium Property or other Condominium occupants.
- F. The Board of Directors may disapprove a tenant, occupant, and/or lease of a Unit to any person seeking approval (which shall include all proposed tenants and occupants) that has been convicted of misdemeanor or a felony involving physical violence towards a child and/or adult, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, murder, or who is registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

If the Association disapproves a prospective tenant, occupant, or lease for "good cause" as set forth above, and or non-compliance with any of the restrictions enumerated above, the Association shall have no duty to furnish an alternative tenant, occupant, or lease, and the transaction shall not be made.

**13.3 Background Check.** The Association may require that a Unit owner have a background check completed on prospective tenants and all proposed occupants of a Unit during a lease. The Unit owner shall arrange for the completion of the background check through the Association Management Company.

**13.4** Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit owner shall apply to the Association for approval of such tenant and lease. It shall be the duty of the Association to notify the Unit owner of approval or disapproval of such proposed tenant and lease within fifteen (15) days after receipt of all the following documents and fees:

- A. A complete application for lease on any prescribed form, completed with all required information.
- B. A completed background check.
- C. An application fee.

Failure of the Association to respond within fifteen (15) days after receipt of all the foregoing documents and fees shall be deemed to constitute approval.

**13.5** The Unit owner or the intended tenant shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, It shall be the owner's obligation to furnish the tenant with a copy of all Condominium Documents of the Association. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Unit owner so the Association may act on behalf of the owner to enforce the lease, evict the lessee pursuant to Chapter 83, Florida Statutes, or take any other action that the Unit owner, as landlord, may take regarding the lessee. The Unit owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

**13.6** The Association has a right to require, as a condition to permitting the leasing of a Unit, the depositing with the Association of a security deposit in an amount not to exceed the equivalent of one (1) month's rent, which may be placed by the Association in an account without interest. Upon termination of occupancy of the

Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses associated with the wrongful acts of the lessee or his invitees, including but not limited to damage to the Common Elements and the Association property.

**13.7 Tenant Conduct, Remedies.** If a tenant or occupant refuses or fails to abide by the Condominium Documents, the Unit owners(s) shall be responsible for the conduct of the tenant and occupant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant and or any occupant. The Unit owner shall have the duty to bring his or her tenant and or any occupant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings. If the Unit owner fails or refuses to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as the irrevocable agent of the Unit owner to undertake whatever action is necessary to abate the tenant and or any occupants noncompliance, including without limitation the right to institute an action for eviction pursuant to Chapter 83, Florida Statutes, against the tenant or occupant in the name of the Association, or as agent of the Unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit owner which shall be secured by a continuing lien on the Unit in the same manner as Assessments for Common Expenses.

**13.8 Use of Common Elements during Tenancy.** When a Unit is occupied by a tenant or guest, in the absence of an owner of the Unit, the owner(s) of the Unit may not use the Common Elements, but during that time the Common Elements may only be used by the occupants of the Unit, and guests in the presence of an occupant of the Unit. When a Unit is unoccupied, an owner of the Unit may use the Common Elements but may only permit another person to enter the Condominium Property only when accompanied by the Unit owner. Nothing in this Paragraph shall interfere with the access rights of the Unit owner as a landlord pursuant to Chapter 83, Florida Statutes.

**13.9 Assignment of Rent.** In order to ensure a timely and complete payment of all Assessments, all Unit owners leasing their Units irrevocably assign to the Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Director's requests a Unit owner to do so the Unit owner shall execute a separate assignment of rents agreement as a condition precedent to leasing his or her Unit.

**13.10 Application of Rents.** All rents collected by the Association from a Tenant or Unit owner from this assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to the delinquent Assessment until all funds owed the Association are paid in full. Any funds that may be collected by the Association in excess of a Unit owner's obligation shall be remitted to the Unit owner by the Association within a reasonable amount of time.

**13.11 Association as Agent.** Each Unit owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the Tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit owner under applicable landlord/tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

**13.12 Transfer Fees.** The Association may require the payment of a preset transfer fee simultaneously with the giving of notice of intention to lease, said transfer fee to be set by the Board of Directors from time to time and shall be in conformance with applicable law. However, no transfer fee shall be required if the Tenant is a returning Tenant that left on satisfactory terms or if the lease is a renewal of a previous lease with the same Tenant or Tenants.



13.13 **Unauthorized Transactions.** Any lease and/or tenancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to evict the tenant, or occupant pursuant to Chapter 83, Florida Statutes, and/or commence an action to set aside such transaction. In either event the Unit owner violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

#### 14. ASSOCIATION APPROVAL OF SALE OR TRANSFER OF A UNIT

14.1 **Approval of Sale or Transfer of a Unit.** The approval of the Association that is required for the sale, transfer of ownership, or occupancy of a Unit shall be obtained in the following manner:

- A. **Sale or Other Transfer.** No Unit owner may dispose of the Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.
- B. **Gift.** If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Any gift recipient including a spouse or child that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.
- C. **Devise or Inheritance.** If any Unit owner acquires his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. His right to occupy or use the Unit shall also be subject to the approval of the Board of Directors. Any Unit owner including a spouse or child that acquires his/her title by devise or inheritance that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.
- D. **Transfers to Trusts.** Any person who is the recipient of use or occupancy rights arising from a trust agreement, or a transfer to a trust that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.
- E. **Other Transfers.** If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership or use of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors. Any Unit owner that has acquired his title by any manner not considered in the foregoing subsections that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.

#### 14.2 Approval by Association.

- A. **Notice to Board of Directors and to Other Unit Owners.**
  - 1. **Sale.** A Unit owner intending to make a bona fide sale of his or her Unit or any interest in it shall give to the Board of Directors and to any other owner of such Unit written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the un-redacted purchase contract and its exhibits and such other

information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of the purchaser(s) and all proposed Unit occupants.

2. Gift, Devise or Inheritance; Other Transfers. A Unit owner who has or it is contemplated will obtain his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the intent to acquire and/or has acquired his or her title, together with such information concerning the Unit owner as the Board of Directors may reasonably require as provided herein, and a certified copy of the instrument evidencing the owner's title. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of any transferee, devisee, trust beneficiary, purchaser(s) and all proposed Unit occupants.
3. Failure to Give Notice. If the above required notice to the Board of Directors and to any other owner of such Unit is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, and criminal background check, the Board must either approve or disapprove the proposed transaction.
2. Gift, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board, and criminal background check, must either approve or disapprove the continuance of the Unit owner's ownership of his Unit.
3. Approval of Occupant. If a Unit owner or purchaser is a corporation, partnership, trust, limited liability company, or some other entity, the approval of ownership by the corporation, partnership, trust, or other entity shall be conditioned upon approval of a Primary Occupant, and a criminal background check of the Primary Occupant. A Primary Occupant and any other proposed occupant that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.

**14.3 Disapproval by Board of Directors.** The Board of Directors may disapprove any sale, transfer of ownership of a Unit, or occupancy of a Unit, for the following reasons which shall constitute "good cause" for disapproval:

Any person seeking approval (which shall include all proposed owners and occupants) has been convicted of misdemeanor or a felony involving physical violence towards a child and/or adult, murder, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, or who is registered in a sex-offender registry in Florida or any other state in the United

States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

If the Association disapproves a prospective sale, transfer, lease, or occupancy for "good cause" as set forth above, the Association shall have no duty to purchase the Unit or furnish an alternative purchaser, and the transaction shall not be made.

**14.4 Transfer Fee.** The Association may charge a processing fee for the approval of transfers of title or leases (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.). The fee may not exceed the maximum permitted by law per transaction (currently \$100). The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owed to the Association by the Unit owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

**14.5 Unauthorized Transactions.** Any sale, transfer, lease, or occupancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to set aside such transaction in either event the previous and current Unit owner(s) violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

## **15. INSURANCE, REPAIR AND REBUILDING**

**15.1 Owner's Insurance Responsibility.** Each Unit owner should obtain and maintain a policy of homeowners insurance on all personal property located within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, windows and doors, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit, and any other item excluded from Association insurance coverage pursuant to Section 718.111(11) Florida Statutes, as amended from time to time. The Association shall not insure any of the above-referenced items excluded by Section 718.111(11) Florida Statutes, as amended from time to time. Such property and any insurance thereupon is the responsibility of the Unit owner. However, the Association shall have the right to assume part or all of the maintenance of the various Units as determined by the Association's Board of Directors from time to time. Risk of loss or of damage to any furniture, furnishings, personal effects or other personal property of a Unit owner, guest, licensee or invitee, stored or maintained in a Unit or on the Common Elements shall be borne by the Unit owner. Such Unit owner may at the owner's expense obtain insurance coverage for loss or damage to such personal property.

**15.2 Association's Insurance Responsibility.** The Association, as agent for and on behalf of the Unit owners and their respective mortgagees, shall procure, maintain and pay for as part of the Common Expense the following insurance, to-wit:

A. Property insurance providing primary coverage for: all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications and all alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2), Florida Statutes. The property insurance shall cover all Common Elements, all buildings' structural elements, common plumbing, common electrical, common telephone, and common video/cable elements.

Insurance, exclusive of demolition, excavation and foundation costs, will be to an adequate amount as determined by the Association Board. In its determination and as required by the Condominium Act, the Board will from time to time obtain independent property appraisals, and will balance in prudent fashion insurance coverage,

insurance costs, and deductibles. The Association's 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 and the institutional first mortgagees shall be furnished mortgage endorsements covering their respective interests.

B. General liability insurance covering all Common Elements, all buildings' structural elements, common plumbing, electrical, telephone, and common video/cable elements in such amounts and in such form as required by the Association to protect the Association and Unit owners.

C. Worker's Compensation Insurance to meet the requirements of law.

D. Directors and Officers liability coverage and such other insurance coverage as the Board of Directors of the Association in its discretion may determine from time to time to be in the best interests of the Association and Unit owners.

E. Fidelity Bonds: The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes, for each person, whether or not a Director, who controls or disburses Association funds, and the President, Secretary and Treasurer.

F. Miscellaneous: Any insurance the Board of Directors determines is necessary for the administration and operation of the Association.

All insurance policies covering the buildings and Common Elements of the Condominium Property shall provide for the insurance proceeds covering any loss to be payable to the Association, and the same shall be received and held by the Association for the benefit of the owners of the Units involved and their respective mortgagees as their interests may appear and shall be used, applied or distributed in the manner hereinafter provided. The Association is hereby declared to be appointed as authorized agent for all owners of Units for the purpose of negotiating or agreeing to a settlement as to the value or extent of any loss which may be covered under such insurance policy and is granted the full right and authority to execute in the favor of any insurer a release of liability arising out of any occurrence covered by any policy procured by the Association pursuant to the foregoing. The Association shall furnish proof of insurance to holders of mortgages on any of the Units, if requested.

In the event of destruction, either partial or substantial, of a Unit, the owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair or rebuilding of such Unit within a reasonable period of time from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the owner of said Unit and/or the Association as may be required and to be received by the Association and/or the institutional mortgagee of said Unit as then agreed upon and held in escrow to apply to and assure the prompt payment of the cost of such repair and rebuilding. In the event that the owner of an affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in the owner's name and stead to cause the same to be commenced and diligently prosecuted at the owner's sole cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding.

In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the owner of said Unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of Assessments by the Condominium Act of the State of Florida, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting Owner all costs of collection, including a reasonable attorney's fee.

In the event of substantial destruction of a whole building (more than seventy-five (75%) per cent of the Units substantially destroyed), the owners of the Units in the Condominium shall meet on not less than fourteen (14) days' notice and, under the procedure used by the Association for the calling and conduct of membership meetings, shall vote to determine whether said building shall be rebuilt or whether the insurance proceeds, if any, shall be accepted and apportioned among the owners of Units in the destroyed building, or the lands sold, or some other alternative followed, provided however, that said owners shall be under an obligation to rebuild said building unless ninety (90%) per cent out of a possible one hundred (100%) per cent of the votes are for some other alternative.

In the event that the other alternative is the sale of the property and is properly voted upon then each Unit in the destroyed building is hereby obligated to be conveyed to any purchaser offering to purchase the destroyed building acceptable to fifty (50%) per cent or more of the Units in said building, and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the destroyed building, shall be divided among the owners of Units in said destroyed building, according to the respective values of the Units owned by them. If all the Units are the subject matter of one hazard policy or related policies all issued by one company, the proportionate insurable values revealed by such policy or policies shall be conclusive as to apportionment of proceeds. Otherwise, the respective proportionate values as revealed by the Tax Assessor's Rolls of the County of Sarasota shall be used for apportioning proceeds. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit being damaged or destroyed, but the whole building not being substantially destroyed, such apportionment shall be made by the Association based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the insurance company or companies making the settlement.

This Paragraph 15 shall be deemed to be automatically amended as necessary to be consistent with the provisions of Section 718.111(11), Florida Statutes, as it currently exists and as it may be subsequently amended from time to time in the future.

## **16. TERMINATION**

The Condominium created hereby may be terminated in the manner provided by the Florida Condominium Act, as amended from time to time.

## **17. FINES.**

In addition to all other legal remedies available, as well as those provided in the Florida Condominium Act, the Association may levy reasonable fines against a Unit owner upon the failure of the owner, occupant, tenant, guest, licensee or invitee to comply with any provision of the Association's Condominium Documents or Rules or Regulations as the same currently exists or may subsequently be amended. No fine shall exceed One-Hundred (\$100.00) Dollars per violation nor shall any fine be levied except after giving 14-days advance notice for a hearing to the owner, and if applicable, its occupant, tenant, guest, licensee or invitee, in accordance with Section 718.303, Florida Statutes, as the same now exists or may be amended from time to time. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine in the aggregate shall exceed \$1,000.

## **18. AMENDMENT.** These Declarations of Condominium may be amended in the following manner:

**18.1 Proposal.** An amendment to this Declaration may be proposed by the Board of Directors or by at least twenty-five percent (25%) of the Association's voting interests. Upon an amendment to this Declaration being proposed by said Board of Directors or voting interests, such proposed amendment shall be transmitted to the

President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt by him of the proposed Declaration amendment and it shall be the duty of the Secretary to give to each Member written or printed notice of such meeting in the manner provided for in the Bylaws.

18.2 **Notice.** Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Declaration provision to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by ~~strike-through~~. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike-through as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

*"Substantial rewording of Declarations. See Article \_\_\_\_ of the Declarations for present text."*

18.3 **Adoption.** This Declaration may be amended at any time by affirmative vote of sixty percent (60%) of the total number of Units in the Condominium, in person or by proxy, at a duly noticed meeting.

18.4 **Errors.** Non-material errors and omissions in a Declaration amendment or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

18.5 **Execution and Recording.** A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment of the Declaration, which certificate shall recite the Official Records Book and Page of the original recorded Declaration and shall be executed by the appropriate officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

18.6 **Effective Date.** An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law.

18.7 **Automatic Amendment.** Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Condominium Documents, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the members, may adopt by a majority vote of the Board, amendments to these Declarations as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.8 **Proviso.** Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the owner's share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit owners approve the amendment. No such amendment shall discriminate against any Unit or Units or Unit owner or class of Unit owners, and no amendment shall affect the easements referred to herein.

## 19. GENERAL PROVISIONS

19.1 **Mold/Mildew.** Mold occurs naturally in almost all-indoor environments. Mold spores may enter a condominium through open doorways, windows or other sources. The Unit owner acknowledges that the

Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

19.2 **Disclaimer.** The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

19.3 **Waiver.** Each Unit owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of any portion of the Condominium Property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all claims, obligations, demands, damages, causes of action, liabilities losses and expenses, whether now known or hereafter known, foreseen or unforeseen, that purchaser has, or may have in the future, in law or in equity arising out of, relating to, or in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of mold and/or mildew or any chemical or toxin secreted therefrom.

19.4 **Remedies for Violations.** In the event of a violation or breach of any of the Condominium Documents, the Association and any Unit owner shall have the right, but not the duty or obligation to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The prevailing party in such an administrative proceeding, mediation, arbitration or lawsuit shall recover its reasonable pretrial, trial and appellate attorney's fees and costs from the losing party. Owners shall be jointly and severally liable for all costs, attorney's fees, fines and penalties arising from, as result of or in connection with violations committed by their co-owners, tenants, family members, invitees, contractors, residents or other legal occupants of the owner's Unit.

19.5 **Definitions.** The terms used in this Declaration, Articles of Incorporation and the Bylaws shall have the same meaning as set forth in Section 718.103, Florida Statutes, as it is subsequently amended from time to time and as set forth in Article 1 of these Declarations. If a term is not defined in Chapter 718, Florida Statutes, herein or is deemed ambiguous by the Association's Board of Directors, the Board may define the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition); the common or historical use of the term in the Condominium or refer to a common dictionary when defining a term. The Board's definition shall be binding on all parties unless wholly unreasonable and arbitrary.

19.6 **Construction.** These Declarations, the Articles of Incorporation, and Bylaws, shall be liberally construed to give effect to their purpose of creating a plan for a quality single family residential community. Article and section headings have been inserted for convenience only and shall not be considered in interpretation or construction of the document. These Declarations, the Articles of Incorporation, and Bylaws, shall be construed under the laws of Florida, and shall not be construed more strongly against any party. Whenever the context of these Declarations, the Articles of Incorporation, or Bylaws require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

19.7 **Severability.** Each and every covenant contained in these Declarations of Condominium and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provision hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by laws.

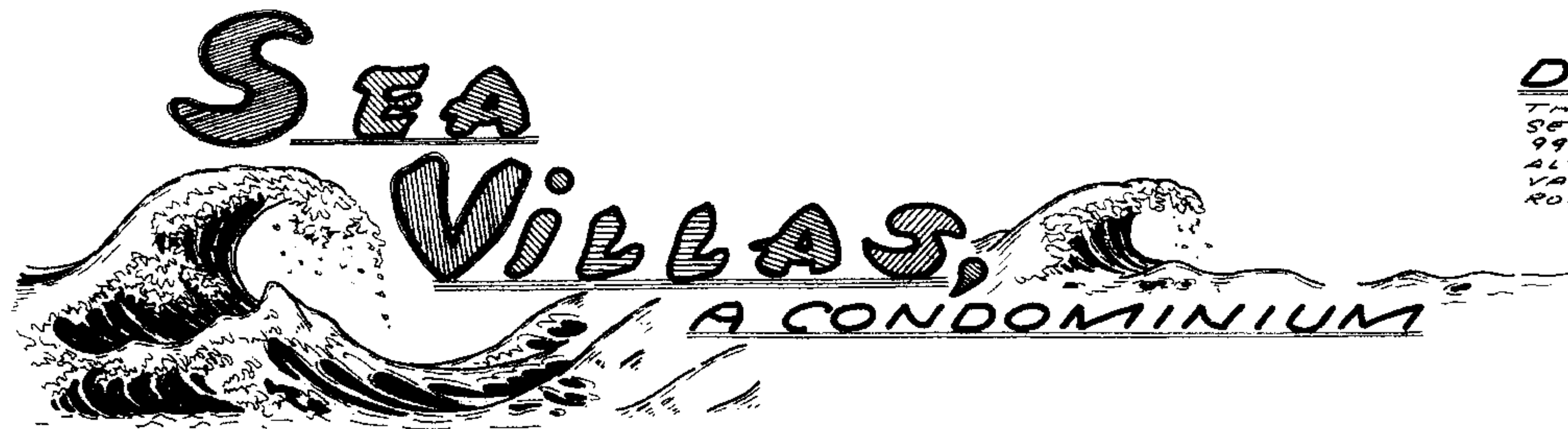
19.8 **Priority of Governing Documents.** The governing documents of the Association shall take priority in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

19.9 **Suspension of Use Rights.** In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of the Member and such Member's occupant, licensee, tenant, guest or invitee to use the Common Elements, common facilities or any other Condominium Property. A suspension may not be levied until after providing fourteen (14) days written notice and an opportunity for a hearing to the Member and the violating party, as may be applicable.

19.10 **Suspension of Voting Rights.** In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the voting rights of the Member. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

19.11 **Attorney's Fees.** In any proceeding arising out of an alleged failure or refusal of a Unit owner, or the owner's family member, tenant, guest, resident or invitee to comply with the requirements of the Condominium Act, or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorney's fees incurred in bankruptcy, arbitration, mediation, trial and on all levels of appeal.

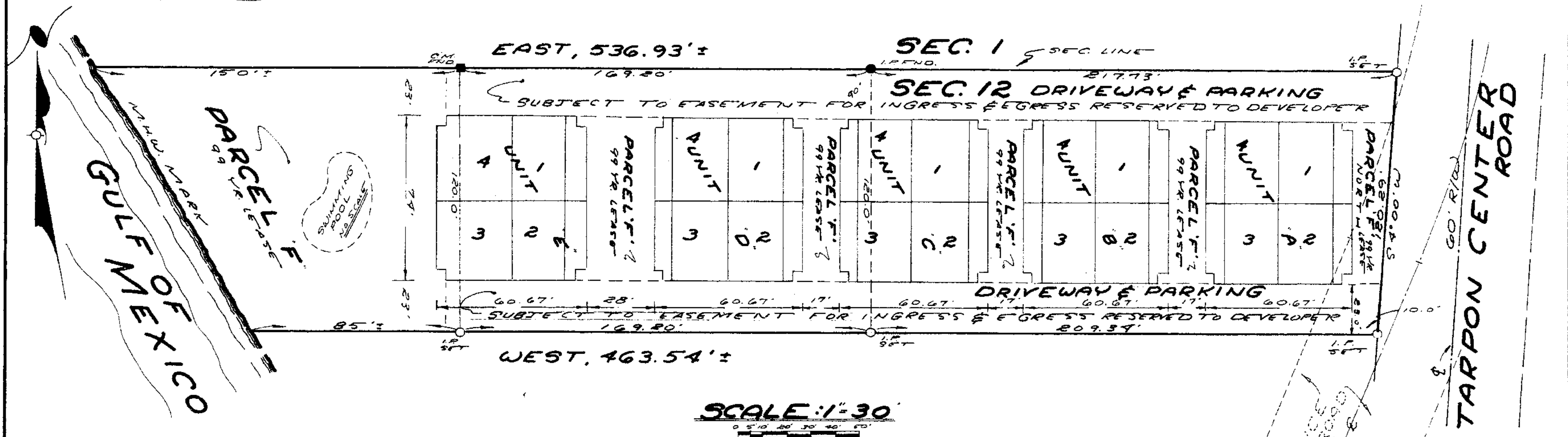




**DESCRIPTION:**

251021

THE NORTH 180' OF LOT 7, BLOCK 4, REPLAT OF GULF VIEW SECTION OF VENICE AS RECORDED IN PLAT BOOK 4, PAGE 99 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALSO THAT PART OF PLATTED VENICE INLET ROAD (NOW VACATED) LYING WEST OF PRESENT TARPON CENTER ROAD, LESS PROPERTY SUBJECT TO 99 YEAR LEASE AS SHOWN.



**DEFINITION OF UNIT**

A UNIT IS COMPOSED OF THE DIMENSIONS AS SHOWN HEREIN ON SHEETS 1 AND 2 WHICH ARE AVERAGE TO UNFINISHED WALLS AND CEILINGS AND TO FINISHED FLOORS, AND THUS EACH UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE UNIT BOUNDARY LINES AS SHOWN HEREIN AND THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATIONS AS SHOWN FOR EACH RESPECTIVE BUILDING AND THE RESPECTIVE FLOORS CONTAINED THEREIN; NOT WITHSTANDING THE ACTUAL LOCATION OF THE WALLS, CEILING AND FLOORS. THE UNIT SHALL CONSIST OF THE SPACE AS HEREIN DEFINED.

**CERTIFICATE OF SURVEYOR**

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE LANDS AS SHOWN HEREON, AND FURTHER CERTIFY THAT THIS PLAT PLAN TOGETHER WITH THE WORDING OF THE DECLARATION AND EXHIBITS THEREUNTO ATTACHED, AS RECORDED IN OFFICIAL RECORD BOOK PAGE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, IS A TRUE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED, AND THAT IT CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSIONS AND SIZES OF THE COMMON ELEMENTS AND OF EACH UNIT CONTAINED THEREIN.

**ARCHIE B. BROWN SURVEYS**

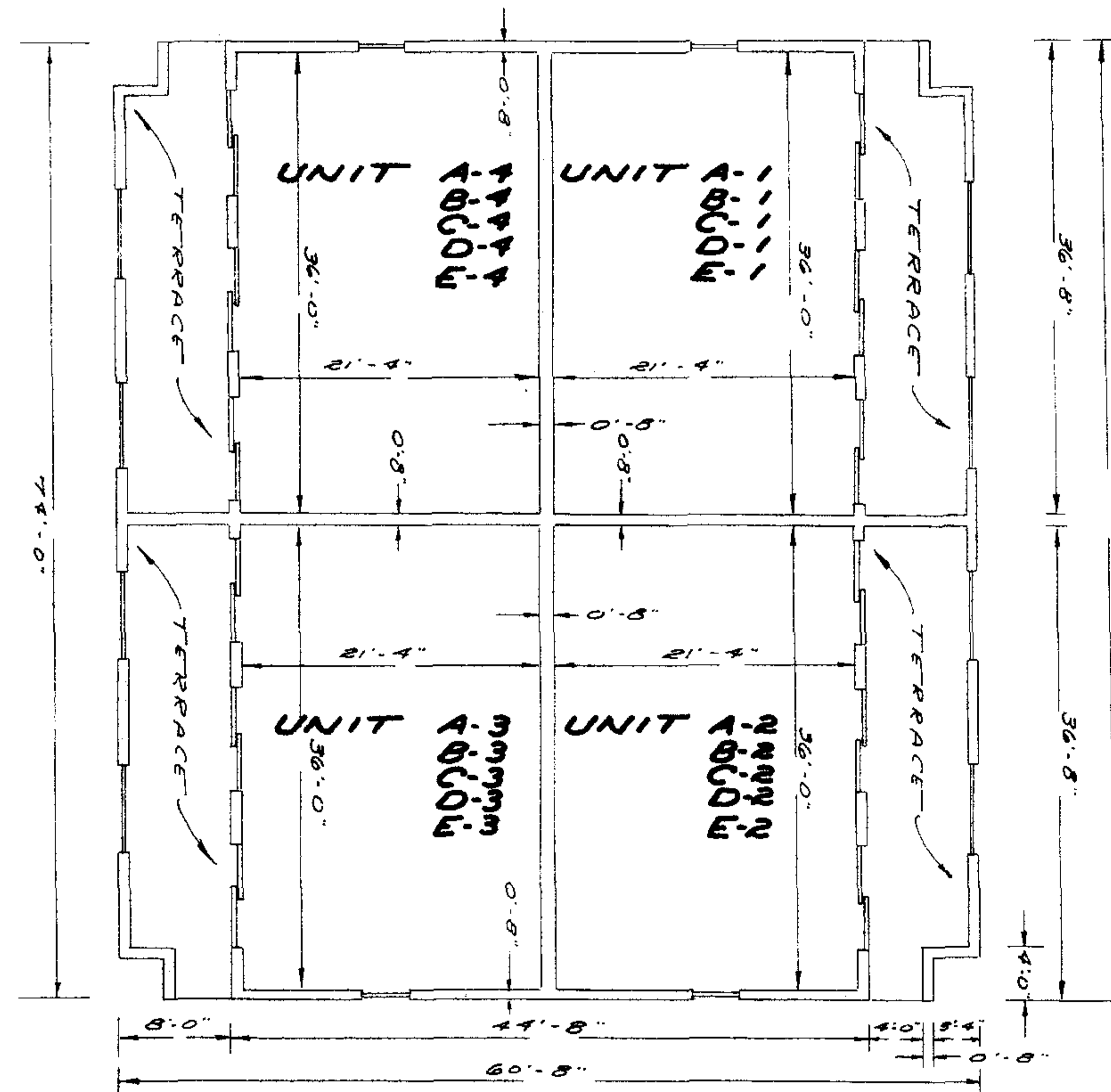
*Archie B. Brown*  
ARCHIE B. BROWN, R.L.S., SURV. 100  
P.L.S. NO. 25, COUNTY OF VENICE, FLA.

EXHIBIT "A"

SHEET No. 1 OF 2

# SEA VILLAGES

A CONDOMINIUM



SCALE: 1/8" = 1'-0"

ELEVATIONS		
UNIT	FLOOR	CEILING
A	0.48'	14.54'
B	6.95'	15.01'
C	7.32'	15.38'
D	7.53'	15.59'
E	7.94'	16.00'

NOTE: ELEVATIONS ARE BASED ON U.S.C. & G.S. BENCH MARK "VENICE TRIANGULATION" E.L. 15.374' DATUM: M.S.L.

FILED AND RECORDED  
ROBERT W. ZIMMELMAN  
SAN ANTONIO, TEXAS  
Aug 8 4 38 PM '87

281921

ARCHIE B. BROWN, SURVEYS

EXHIBIT "A"

SHEET No. 2 OF 2