

Prepared by and Return to:
JUSTIN J. GIVENS, ESQUIRE
Anderson & Givens P.A.
PO Box 12613
Tallahassee, Florida 32317

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM
OF
GARDEN WALK CONDOMINIUM

We hereby certify that the attached Amended and Restated Declaration of Condominium of Garden Walk, A Condominium GARDEN WALK CONDOMINIUM ASSOCIATION, INC. (which was originally recorded at Official Records Book 2018, Page 7118 et seq. of the Public Records of Manatee County, Florida), was approved by not less than the affirmative votes of the owners of two-thirds of the units voting in person or by proxy at a duly called meeting held on September 16, 2019, in accordance with Article 22 of the Declaration, which is sufficient for approval.

DATED this 3rd day of January, 2020.

Witnesses:

**GARDEN WALK CONDOMINIUM
ASSOCIATION, INC.**

sign [Signature]
print JERIMAE BAUTISTA

By: [Signature]
Mark Holstein, President

sign [Signature]
print Kristelle San Juan

~~Witnesses:~~

~~sign _____
print _____
sign _____
print _____~~

Attest: _____
Thomas Wagenhouser, Secretary

Prepared by and Return to:
JUSTIN J. GIVENS, ESQUIRE
Anderson & Givens P.A.
PO Box 12613
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DATED this ____ day of _____, 2019.

Witnesses:

sign _____

print _____

sign _____

print _____

Witnesses:

sign *Stephanie D. Baumgartner*

print Stephanie D. Baumgartner

sign *Debbie Barbarick*

print Debbie Barbarick

**GARDEN WALK CONDOMINIUM
ASSOCIATION, INC.**

By: _____

Mark Holstein, President

Attest: *Thomas Wagenhuser*

Thomas Wagenhuser, Secretary

STATE OF ILLINOIS
COUNTY OF KANE

The foregoing instrument was acknowledged before me this 3rd day of JANUARY,
2020, by Mark Holstein as President of Garden Walk Condominium Association, Inc., on behalf of
the corporation. He is personally known to me or has produced ILDL as
identification.

NOTARY PUBLIC

sign R Shaffie

print RACHELA SHAFFIE

State of ~~Florida~~ at Large (Seal)
ILLINOIS

My Commission expires: 08/08/2020



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by Thomas Wagenhauser as Secretary of Garden Walk Condominium Association, Inc., on
behalf of the corporation. He is personally known to me or has produced _____
as identification.

NOTARY PUBLIC

sign _____

print _____

State of Florida at Large (Seal)

My Commission expires:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Mark Holstein as President of Garden Walk Condominium Association, Inc., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign _____

print _____
State of Florida at Large (Seal)

My Commission expires: _____

STATE OF FLORIDA
COUNTY OF MANATEE

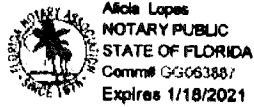
The foregoing instrument was acknowledged before me this 4 day of November, 2019, by Thomas Wagenhauser as Secretary of Garden Walk Condominium Association, Inc., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Alicia Lopes

print Alicia Lopes
State of Florida at Large (Seal)

My Commission expires: 01/18/2021



Prepared by and return to:
Jeremy V. Anderson, Esquire
Anderson, Givens & Fredericks, P.A.
P.O. Box 12613
Tallahassee, FL 32317
(850) 692-8900 (Telephone)
(850) 224-2440 (Facsimile)

AMENDED AND RESTATED

**DECLARATION OF CONDOMINIUM
FOR
GARDEN WALK CONDOMINIUM, A CONDOMINIUM**

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

**ARTICLE 1.
DEDICATION**

1.1 PROPERTY BOUND. The property, which is described in Exhibit "A" attached hereto and incorporated herein, improvements and fixtures located thereon were originally submitted to condominium ownership by the developer in 2004 pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act"). The name of the condominium is **GARDEN WALK CONDOMINIUM, A CONDOMINIUM**.

1.2 COVENANTS RUNNING WITH THE LAND. All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements.

**ARTICLE 2.
DEFINITIONS**

For all purposes, the terms used in the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations shall have the meaning stated in the Condominium Act (Section 718.103, Florida Statutes) and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural. Where terms are not defined in the Condominium Act or the condominium documents, they shall be defined by the Association's Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition.

2.1 “APPURTENANCES” means certain ownership, rights, and/or privileges which pass with the Unit.

2.2 “ARTICLES” OR “ARTICLES OF INCORPORATION” means the Articles of Incorporation of GARDEN WALK CONDOMINIUM ASSOCIATION, INC., as amended from time to time, which Articles are recorded at Book 2572, Page 349 of the Official Records of Manatee County, Florida.

2.3 “ASSESSMENT” means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owners by the Association.

2.4 “ASSOCIATION” means GARDEN WALK CONDOMINIUM ASSOCIATION INC., a Florida corporation not-for-profit.

2.5 “ASSOCIATION PROPERTY” means that property, real or personal, which is owned or leased by, or is dedicated by a recorded plat or other instrument to the Association for the use and benefit of its Members.

2.6 “BOARD OF DIRECTORS” or “BOARD” means the Board of Directors of the Association.

2.7 “BYLAWS” means the Bylaws of the Association for the government of the Condominium as they exist from time to time, which are recorded at Book 2572, Page 349 and Book 2694, Page 7690 of the Official Records of Manatee County, Florida.

2.8 “COMMITTEE” means a group of Directors, Unit Owners, or Directors and Unit Owners appointed by the Board or a Director to make recommendations to the Board regarding the proposed annual budget or other issues of importance to the Association or to take action on behalf of the Board.

2.9 “COMMON ELEMENTS” means the portions of the Condominium Property not included in the Units.

2.10 “COMMON EXPENSES” means all expenses properly incurred by the Association in the performance of its duties, including but not limited to the following:

A. Expenses of administration, operation, management, maintenance, repair and replacement of the Condominium Property, the Common Elements, personal property of GARDEN WALK CONDOMINIUM and of the portions of Units, if any, to be maintained by the Association.

B. The expenses declared Common Expenses by the provisions of Section 718.115, Florida Statutes, this Declaration, the Articles of Incorporation, or the Bylaws.

C. Any valid charge against the Condominium Property as a whole, including Assessments levied against the Association.

D. Charges for utility services, except such services as are metered separately to a Unit.

E. Premiums on insurance policies required of the Association by the Condominium Act, the provisions of this Declaration, the Articles of Incorporation, Bylaws or which the Association's Board of Directors elects to purchase.

2.11 "COMMON SURPLUS" means the amount of all receipts or revenues of the Association, including, but not limited to, assessments, rents, profits and revenue, collected by the Association which exceeds the Common Expenses.

2.12 "CONDOMINIUM" is that form of ownership of real property created pursuant to the Condominium Act, which is comprised entirely of Units that are owned by one or more person, and in which there is, appurtenant to each Unit, an undivided share in the Common Elements appurtenant to the Unit. The "Condominium" also means GARDEN WALK CONDOMINIUM.

2.13 "CONDOMINIUM PARCEL" means a Unit, together with the undivided share of the Common Elements appurtenant to the Unit.

2.14 "CONDOMINIUM PROPERTY" means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

2.15 "DECLARATION" or "DECLARATION OF CONDOMINIUM" means the instrument by which the Condominium is created, as amended from time to time. The Declaration was originally recorded at Official Records Book 2018, Page 7118 et seq. of the Public Records of Manatee County, Florida.

2.16 "LIMITED COMMON ELEMENTS" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

2.17 "MEMBER" means the record Owner of a Unit in the Condominiums.

2.18 "UNIT" means a part of the Condominium Property which is subject to exclusive ownership as more fully set forth and defined herein. The boundaries of the Units are defined in Article 3.4 hereof and on the Plat.

2.19 "UNIT OWNER" or Owner of a Unit means the record Owner of legal title to a Condominium Parcel.

2.20 "UTILITY SERVICES" as used in the Condominium Act, and construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to, electric power, gas, water and sewer, garbage and cable television.

2.21 "VOTING INTERESTS" means the voting rights distributed to the Association Members.

ARTICLE 3. DEVELOPMENT PLAN

3.1 SURVEY. A survey of the land, showing the improvements located thereon, and a graphic description of the improvements and a plot plan thereof, locating the improvements thereon, the Common Elements and the approximate dimensions, are attached hereto, incorporated herein and marked **Exhibit "A"** which is recorded in Condominium Book 33 at pages 107 through 113, Public Records of Manatee County, Florida (herein "the Plat"). The Condominium Units shall be known and numbered as described in the Plat.

3.2 EASEMENTS. Easements are reserved through the Condominium Property as may be required for utility services in order to serve such Condominium Property adequately, which are more accurately described in Article 17. The Association's Board of Directors is also authorized to grant easements as provided in Section 718.111(10), Florida Statutes.

3.3 IMPROVEMENTS - GENERAL DESCRIPTION. The condominium complex is a multi-building development consisting of two (2) phases for a total of 174 Units as described in **Exhibit "A."**

3.4 UNIT BOUNDARIES. Each Unit, which term as used in this subparagraph concerning boundaries, shall include that part of each Unit lying within the vertical and horizontal boundaries as established by the Plat, which by way of illustration and clarification, shall be as follows:

A. **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) **Upper Boundaries.** The upper horizontal boundary of Units -01, -02, and -03 in buildings 1 through 29 shall be the plane of the lower surface of the second-floor floor joists extended to the intersection with the perimetrical boundaries. The upper horizontal boundary of units - 04, - 05, and - 06 in buildings 1 through 29 shall be the plane of the lower surface of the second-floor ceiling joists extended to the intersection with the perimetrical boundaries.

(2) **Lower Boundaries.** The horizontal plane of the unfinished surface of the top of the floors.

B. **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical plane of the unfinished interior surface of the building walls or other vertical

boundaries shown hereon, extended to the intersections with the lower and upper horizontal boundaries as described above.

C. **Apertures.** Notwithstanding the above, where there are apertures in any boundary, including, but not limited to, screens, windows, and doors, (including screen doors and sliding doors), such boundary shall be extended to include the frameworks and casings thereof.

The actual boundaries of the Units are shown on the plat; however, the actual locations, as constructed, and as the same may exist from time to time, shall govern. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective Units as contained in **Exhibit "A"** and subsequent amendments shall control.

3.5 COMMON ELEMENTS. There shall be appurtenant to each of the Units, equal ownership of the Common Elements of the Condominium. The Common Elements include the land and all other parts of the Condominium Property not within a Unit, unless otherwise provided herein. The Common Elements shall include, but are not limited to:

A. All airspace lying within and over the boundaries of the condominium extended vertically, ad infinitum;

B. Easements as may be necessary through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to more than one Unit or to the Common Elements;

C. Structural beams, posts and members within a unit and easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements;

D. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation;

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. Fixtures owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium;

G. Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

H. Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may not exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

3.6 LIMITED COMMON ELEMENTS. The following shall be deemed to be Limited Common Elements, the use of which shall be limited to those Unit Owners to whom such use is assigned by or pursuant to the provisions of this Declaration or the condominium plat attached hereto as **Exhibit "A."**

A. Stairways, lanais, balconies, decks and porches. Stairways and any lanai, balcony, deck or porch which is not included within a Unit boundary but which is contiguous to the Unit and serving the Unit shall be a Limited Common Element for said Unit.

B. Heating and Air Conditioning Equipment. 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.

C. Electric, Water and Waste Lines and Telephone and Television Fixtures. All electrical, plumbing, telephone and television fixtures, apparatus, equipment, meters, outlets, switches, wires, pipes and conduits serving only one (1) Unit are Limited Common Elements of the Unit served, including 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 lines.

The exclusive right of a Unit to use any Limited Common Element designated herein shall be an appurtenance to the Unit and shall be encumbered or conveyed as an appurtenance to the Unit without necessity or specific reference thereto. Such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the Unit.

ARTICLE 4.
PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

4.1 THE CONDOMINIUM. The percentage of ownership and the undivided shares of the respective condominium Units in the Common Elements, and the manner of sharing expenses in the Condominium and owning common surplus attributable to the Condominium, shall be divided equally among the Unit Owners with each Unit Owner owning and sharing an undivided 1/174th interest therein.

4.2 COMMON EXPENSES. The Common Expenses of this Condominium are the Common Expenses directly attributable to the operation of this Condominium. Each Unit Owner shall be liable for the payment of a fraction of the common expenses in accordance with his percentage of ownership in the Common Elements hereinabove provided. The common expenses shall include the cost of maintenance and repair of the Common Elements, fire and liability insurance as provided hereinafter, costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses, costs of water, electricity and other utilities (unless metered to individual Condominium Units, which such metering determination may be made by the Board of Directors), meter installation, the cost of individual trash receptacles for the Units, and supplies used in conjunction with the Common Elements and other costs and expenses that may be duly incurred by the Association through its

management and from time to time in operating, protecting, managing and conserving the Condominium Property and carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

4.3 COMMON SURPLUS. The Common Surplus of the Condominium shall be owned by Unit Owners in the same shares as the Unit Owners own the Common Elements as provided in this Declaration (an undivided 1/174th interest).

**ARTICLE 5.
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

5.1 BY THE ASSOCIATION. The responsibilities and rights of the Association shall be as follows:

- A. To maintain the common elements of the Condominium Property;
- B. To maintain all portions of the Unit, except interior surfaces, contributing to the support of the building, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls, floors, foundations, slabs, and roofs;
- C. To maintain, repair and replace all conduits, ducts, plumbing (water and sewer lines), wiring and other facilities for the furnishing of utility services (i.e.: gas, electrical power, cold water and sewer disposal) located outside the boundaries of the Units (as defined in Article 3.4) or contained in the portions of a Unit that services part or parts of the Condominium Property other than the Unit within which contained;
- D. To paint exterior doors;
- E. The Association, its agents or employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours (and at all hours in the event of an emergency) as may be necessary for inspection, maintenance, repair or replacement of any Common Elements, or for making emergency repairs therein necessary to prevent damage to the Common Elements, or to other Units, and for the purpose of carrying out the provisions referred to in this Declaration, including remedying violations hereof; and
- F. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other Owners or persons.

5.2 BY THE UNIT OWNER. The responsibilities and duties of each Unit Owner shall be as follows:

- A. To maintain, repair and replace, at the Unit Owner's sole expense, all portions of the Owner's Unit, with said Unit to be maintained in a clean and sanitary condition and free of pests and rodents;

B. To maintain, repair and replace the paint, finish, covering, wallpaper and decoration of all interior walls, floors, and ceilings;

C. To maintain, repair and replace windows, sliding glass and exterior doors (except painting), and the lanai enclosures. Unit Owners shall also undertake general day-to-day cleaning and screening repairs and replacements;

D. To maintain, repair and replace all built-in shelves, cabinets, counters, storage areas, and closets;

E. To maintain, repair and replace all mechanical, ventilating, including dryer and any exhaust vents, heating and air conditioning equipment and portions thereof serving the individual Unit (whether located within the boundaries of the respective Unit or not). For those portions of the dryer and exhaust vents and any air conditioning drain lines which are shared by two (2) Unit Owners, the two (2) Unit Owners shall be jointly responsible for the maintenance, repair, and replacement thereof. In the event that the Unit Owners sharing a dryer or exhaust vent or an air conditioning drain line shall be unable to agree as to the needed maintenance, repair, or replacement thereof, the Association may elect to undertake such maintenance, repair, or replacement as the joint expense of both Unit Owners, with such expense secured by a lien in the same manner as a lien for assessments.

F. To maintain any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, all bathroom fixtures, equipment and apparatus;

G. To maintain, repair and replace all electrical, telephone, plumbing (water and waste lines) and television fixtures, apparatus, equipment, meters, outlets, switches, wires, pipes and conduits serving only their Unit regardless of whether located within the boundaries of the respective Unit. Nothing herein shall diminish or otherwise eliminate the Association's ability, authority, or right to enforce or pursue warranty claims on plumbing within the Condominium Property.

H. To maintain all interior doors, walls, partitions, and room dividers;

I. To maintain, repair and replace all furniture, furnishings and personal property contained within a Unit;

J. To promptly report to the Association any defect or need for repairs for which the Association is responsible;

K. Not to make any alterations in the portions of the improvements of the Condominium Property which are to be maintained by the Association, or remove any portion thereof or make any additions thereto, or to do any work which would jeopardize the safety or soundness of the Unit, other Units or the Condominium building, or impair any easement;

L. To promptly perform all maintenance and repair work within the Unit and

Limited Common Elements, which if omitted would affect any Common Elements, other Units, or the condominium property as a whole, it being the express intent of this Article that such Unit Owner shall be responsible for all damages and liabilities that any failure to repair or maintain may engender;

M. Unit Owners shall be responsible for and reimburse the Association for any expenditure incurred in maintaining, repairing or replacing any Common Elements, Limited Common Elements, and Unit damaged through the fault of that Unit Owner or that Unit Owner's guests, employees or invitees;

N. All plumbing or electrical repairs within a Unit shall be performed by a licensed plumber or electrician and in accordance with all applicable building codes; and

O. The Association shall have a lien against a Unit for any expense its incurs for maintenance, repair, replacement, or fumigation undertaken to correct a violation of Articles 5.2 or 10 or to remedy any damage caused by a violation, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the highest rate permitted by law, plus reasonable attorneys' fees and costs incurred by the Association in the collection thereof, including appellate fees.

5.3 ALTERATIONS AND IMPROVEMENTS.

A. **COMMON ELEMENTS.** The Board of Directors may materially alter or substantially improve the Common Elements, provided that any individual expenditure (except as noted below) for alterations or improvements in excess of ten percent (10%) of the Association's entire annual budget (including reserves) shall require the prior approval of at least a majority of the Unit Owners present (in person or by proxy) at a membership meeting. As an exception to the foregoing, no Unit Owner or Membership approval shall be required for any expenditure related to: a) the maintenance, preventative maintenance, repair, replacement or protection of the Condominium Property; b) for compliance with valid governmental orders or regulations; c) for security measures; or d) utility metering repairs, upgrades, installation or alterations.

B. **ASSOCIATION PROPERTY.** The Board of Directors may materially alter or substantially improve the Association Property, provided that any individual expenditure (except as noted below) for alterations or improvements in excess of ten percent (10%) of the Association's entire annual budget (including reserves) shall require the prior approval of a majority of the Association's Voting Interests present (in person or by proxy) at a membership meeting. As an exception to the foregoing, no membership approval shall be required for any expenditure related to maintenance, preventative maintenance, repair, replacement or protection of the condominium property or for compliance with valid governmental orders or regulations or for security measures.

C. **MODIFICATION TO UNITS.** No Unit Owner shall make any structural addition or alteration to a Unit without the prior written consent of the governing Board. By request of any Unit Owner for approval of a proposed addition or alteration, the Board shall answer the same within twenty (20) days thereafter, by certified mail with return receipt requested, and failure to do so within the stipulated time shall constitute a consent. Neither the Board nor any

member thereof shall be liable to any contractor, subcontractor, or materialman, or to any person claiming injury to person or property as a result of such addition or alteration or the construction thereof.

ARTICLE 6. ASSESSMENTS

6.1 ESTABLISHMENT. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium, the Common Expenses of the Association, and such other Assessments as are specifically provided for in this Declaration, the Articles of Incorporation and the Bylaws. The procedure for the determination of all Assessments shall be as set forth in the Bylaws and this Declaration. The Common Expenses shall include, but shall not be limited to the following:

- A. All expenses of administration, maintenance, repair, and replacement of the Common Elements.
- B. Insurance premiums on all policies of insurance obtained by the governing Board, managing agent, or manager, as the case may be.
- C. Working capital reserve.
- D. General operating reserve.
- E. Repair and replacement reserve.
- F. Reserve for deficits accrued in prior years.
- G. Reserve for acquisition or lease of Units, the Owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.
- H. Utility rates for water and gas, and related sewer rents, except such services that are metered separately to each Unit.
- I. Utility rates for electricity serving the Common Elements, other than leased portions thereof, which shall be separately metered.
- J. All other amounts that the Owners may agree upon or that the governing Board may deem necessary or appropriate for the operation, administration and maintenance of the condominium.
- K. All other amounts designated common expenses by the Declaration, by these Bylaws, or by law, including special assessments necessary to cover unanticipated expenditures which may be incurred during the fiscal year.

6.2 SHARE OF COMMON EXPENSES. Common Expenses shall be assessed against each Unit Owner as provided for in Article 4 of this Declaration. One-twelfth (1/12) of

each Unit's annual assessments shall be due and payable in advance to the Association on the first day of each month of each fiscal year unless the Board determines that annual assessments are due in four (4) installments paid on the first day of each quarter, which such days are January 1st, April 1st, July 1st, and October 1st.

6.3 INTEREST, APPLICATION OF PAYMENTS. Assessments and individually metered water and sewer service charges and installments on such assessments and individual metered water and service charges paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association shall also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment or individually metered water or sewer service charge for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Board of Directors may require each Unit Owner to maintain a minimum balance on deposit with the Association not to exceed one (1) month's assessment for working capital and to cover contingent expenses from time to time.

6.4 LIEN FOR ASSESSMENTS. The Association shall have a lien on each Condominium Unit to secure the payment of unpaid Assessments, Special Assessments and individually metered water and sewer service charges which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(4), Florida Statutes. A claim of lien for Assessments, special assessments and/or individually metered water and sewer charges shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid Assessments, Special assessments or individually metered water and sewer service charges without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorney's fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

A. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, Association Property, or the abandonment of the Unit for which the Assessments are made.

B. 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, special assessments, and/or individually metered water and sewer service charges 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, special assessments, and/or individually metered water and sewer service charges that came due up to the time of transfer of

title of the Unit. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

ARTICLE 7. THE ASSOCIATION

7.1 THE ASSOCIATION. In order to provide for the proficient and effective administration of the Condominium and the Association Property by the Owners of Units, a non-profit corporation known and designated as GARDEN WALK CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida. The Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations promulgated by the Association from time to time. No Unit Owner, except an officer of the Association, shall have any authority to act for or on behalf of the Association. The powers of the Association shall include those set forth in this Declaration, Articles of Incorporation, Bylaws, the Condominium Act and Chapter 617, Florida Statutes, all as amended from time to time.

7.2 MEMBERSHIP IN ASSOCIATION. Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Membership in the Association shall be limited to such Owners. Change of membership in the Association shall be established by recording in the Public Records of Manatee County, Florida, a Deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a Member of the Association, and the membership of the prior Owner is terminated.

7.3 VOTING RIGHTS. Each Condominium Unit shall be entitled to one (1) vote at membership meetings of the Association in the manner provided in the Bylaws. The vote of a condominium Unit is not divisible.

7.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

7.5 LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain, replace and repair parts of the Condominium Property and facilities, the Association shall not be liable to any Unit Owners for injury or damage caused by a latent condition of the property to be maintained, replaced and repaired by the Association, or caused by the elements, water intrusion through the Common Elements, or other Owners or persons.

ARTICLE 8. INSURANCE

8.1 AUTHORITY TO PURCHASE. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association. All insurance policies upon the Condominium Property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of Unit Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificate of mortgage endorsements to the holders of first mortgages on the Units, and if insurance companies shall agree or as otherwise required by law, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents and guests.

8.2 UNIT OWNERS. Each Unit Owner shall obtain insurance, at his own expense, affording coverage upon all real or personal property located within the boundaries of the Owner's Unit which is excluded from the coverage to be provided by the Association as set forth in that statute. Every insurance policy purchased by a Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association. As required by Section 718.111, Florida Statutes, Unit Owners shall provide evidence of a currently effective policy of hazard and liability insurance upon request.

8.3 COVERAGE.

A. **Casualty.** The structures and all improvements upon the land and all personal property included within the Condominium Property, except such personal property as may be owned by the Unit Owners, shall be insured for the full insurable value, replacement cost, or similar coverage which shall be based upon an independent insurance appraisal or update thereof conducted at least once every thirty-six (36) months, with a reasonable deductible clause determined by the Board of Directors as provided by Section 718.111(11), Florida Statutes. Every hazard insurance policy shall provide primary coverage for:

1. All portions of the Condominium Property located outside the Units;
2. The Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the developer; and
3. All portions of the Condominium Property for which the Declaration of Condominium requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "Condominium Property," "building," "improvements," "insurable improvements," "Common Elements," "Association Property," or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance, shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, 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 a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit's boundaries. The foregoing is intended to establish the property or casualty insurance responsibilities of the Association and those of the individual Unit Owner and does not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

B. Workers' Compensation. The Association shall purchase and maintain workers' compensation insurance as shall be required to meet the requirements of the law.

C. Public Liability. The Association shall purchase and maintain public liability insurance on the Common Elements of at least One Million Dollars (\$1,000,000.00), including coverage for legal liability, hired automobile, non-owned automobile and off-premises employee and agent coverage, if applicable.

D. Cross-Liability Endorsements. All liability insurance shall contain cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

8.4 PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a Common Expense.

8.5 PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association or to any bank or trust company in the State of Florida, with powers as may be designated by the Board of Directors of the Association, and approved by a majority of the mortgagees of the Units in the Condominium Property (the term "Majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal of all first mortgages in said Units). Said Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any provisions herein set forth. The Insurance Trustee shall hold such proceeds for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares:

A. **Common Elements.** Proceeds on account of damage to Common Elements - that undivided share for each Unit Owner and his mortgagee, if any, which is set forth as the Unit Owner's share as stated in this Declaration.

B. **Units.** Proceeds on account of damage to Units shall be held in the following undivided shares:

1. Partial destruction when the Unit is to be restored - for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each damaged Unit.

2. Total destruction of a Unit, or where the Unit is not to be restored - for all Unit Owners, the share of each being that share equal to an amount which the last annual valuation of each Unit in accordance with subparagraph 8.3(A) hereof, bears to the total valuation of all such Units.

C. **Mortgagees.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held for the mortgagee and the Unit Owner as their respective interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

8.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Unit Owners or the Association in the following manner:

A. **Reconstruction or Repair.** If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Unit Owners; all remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

B. **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

ARTICLE 9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

9.1 DAMAGE TO CONDOMINIUM PROPERTY. If any part of the Condominium Property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

A. **Partial Destruction** of Condominium Property (which shall be deemed to mean destruction which does not render one-half (1/2) or more of the Units untenable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair.

B. **Total Destruction** of Condominium Property (which shall be deemed to mean destruction which renders one-half (1/2) or more of the Units untenable) shall not be reconstructed or repaired unless approved at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, seventy-five percent (75%) of the Unit Owners in this Condominium must vote in favor of such reconstruction or repair.

C. **Any Reconstruction** or repair shall be substantially the same as the original construction, including any changes required by the then applicable Florida Building Code and other applicable federal and state laws.

D. **Encroachments** upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Unit or structures were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Units or structures exist.

E. **Damage to One Unit.** If the damage is only to those parts of one (1) Unit for which the responsibility of replacement or repair is that of the Unit Owner, then the Unit Owner shall be responsible for supervising reconstruction and repair after casualty.

F. **Estimate of Costs.** Immediately after a casualty causing damage to property for which the Association has the responsibility of reconstructing and repairing, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

G. **Assessments.** Notwithstanding anything else herein to the contrary, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of costs of reconstruction and repairs are insufficient, special assessments and/or amendments to the annual budget shall be made by the Board of Directors against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damages to Common Elements shall be in proportion to the Owner's responsibility for maintenance, repair and replacement thereof detailed in Article 5. hereinbefore.

9.2 INSURANCE ADJUSTMENTS. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one (1) Unit. Any deductible where loss or damage is restricted to a particular Unit shall be the responsibility of the Unit Owner.

9.3 CONDEMNATION.

A. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, and the Association's Board of Directors shall promptly prepare, execute, and record an amendment to the Declaration reflecting such reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a Common Element.

B. Except as provided in subsection A. above, if a part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element interest, votes in the Association, and Common Expense liability shall be reduced in proportion to the reduction in size of the Unit, and (2) the portion of Common Element interest votes, and Common Expense liability divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interest, votes, and liabilities.

C. If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

D. Reconstruction and repair in the event of condemnation shall be governed by the provisions of Article 9 of this Declaration.

ARTICLE 10. USE RESTRICTIONS

In order to provide for congenial occupancy of the Condominium Property and to better protect the values of the Condominium Units, the use of the Condominium Units and Condominium Property shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

10.1 PERSONS BOUND. All provisions of this Declaration, the Bylaws of the Association and Board-adopted rules and regulations which govern the conduct of persons shall apply to all Unit Owners, tenants, occupants, guests, invitees, licensees, contractors, and visitors of any Unit. Every Unit Owner shall cause all tenants, occupants, guests, invitees, licensees, contractors, and visitors of his/her Unit to comply with this Declaration, the Association Bylaws, and any Board-adopted rule or regulation and shall be responsible for all violations and losses to the Common Elements caused by such tenant, occupants, guests, invitees, licensees, contractors, and visitors, notwithstanding the fact that such tenants, occupants, guests, invitees, licensees, contractors, and visitors of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws of the Association, or Board-adopted rule or regulation.

10.2 RESIDENTIAL AND BUSINESS USES. The Units and the Common Elements shall be used for residential purposes only. No trade or business may be conducted in any Unit or on the Common Elements, except that a Unit Owner, tenant or other Unit occupant may have a home office within the Unit so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the Condominium Property; (3) the business activity does not involve persons coming on the Condominium Property who do not reside in the Property or door-to-door solicitation of residents of the Condominium Property; and (4) the business activity is consistent with the residential character of the Condominium Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium Property, as may be determined in the sole discretion of the Board.

10.3 OCCUPANCY. In no event shall permanent occupancy exceed two (2) persons for each bedroom. Notwithstanding the above, total occupancy of a Unit when temporary guests are visiting shall not exceed four (4) persons for a one (1) bedroom Unit and six (6) persons for a two (2) bedroom Unit. Temporary guests shall be defined as individuals gratuitously residing in a Unit at the request of the Unit Owner for not more than thirty (30) consecutive days or a total of forty-five (45) days in any twelve-month period. Persons residing within a Unit for more than thirty (30) consecutive days or a total of forty-five (45) days in a calendar year shall be deemed tenants and must comply with the restrictions set forth in Article 11 of this Declaration.

10.4 LEASE OBLIGATIONS. No Unit may be leased, licensed, or loaned for consideration for a term of less than thirty (30) days. The advertisement of a Unit for lease, license, or loan for consideration for a period of less than thirty (30) days shall be prohibited. The lease, license, or loan of a Unit for consideration shall not release or discharge an Owner thereof from compliance with any obligations and duties hereunder. A Unit shall be leased,

licensed, and loaned in accordance with Article 11 of this Declaration. Subletting, transient occupancy, and the lease, or renting, of individual rooms, or a lease of less than all of the Unit shall be prohibited.

10.5 USE OF COMMON ELEMENTS. The Common Elements are for the exclusive use of the Association members, tenants, and guests. The Association shall have the authority to limit the number of guests/invitees that a Unit Owner or Tenant may invite to use the Common Elements at one time.

10.6 ANIMALS AND PETS. As provided herein, aquarium fish, and either one (1) dog or one (1) cat may be kept in a Unit. No animal shall weigh more than thirty (35) pounds, currently or at maturity. The Board of Directors has the authority to promulgate rules and regulations regarding animals including, but not limited to, the ability to restrict tenants from having animals. Those animals which, in the sole discretion of the Association, endanger the health and safety of the Unit Owners and their tenants, guests or invitees, make objectionable noise, or constitute a danger, nuisance, or inconvenience to the Owners of other Units, shall be removed upon the request of the Board of Directors. If the Unit Owner fails to honor such request, the animal may be removed by the Board of Directors. No animals shall be kept, bred, or maintained for any commercial purpose. Pit Bulls, Dobermans, Chows and Bullmastiffs or mixes thereof shall be prohibited and shall be deemed dangerous prohibited breeds. Any person having an animal that exceeds the maximum weight permitted herein or that has a dog of a prohibited breed on the date of the adoption of this amendment shall have sixty (60) days to register said animals with the Association. The Board may establish by rule additional dangerous breeds prohibited from being kept, maintained or brought on the Condominium Property. Dogs and cats shall at all times, whenever they are outside the Owner's Unit, be restrained on a leash and under the control of the Unit Owner. Pet waste shall be promptly removed from the Common Elements and discarded in the waste receptacle of the Unit in which the pet is being kept.

10.7 EXTERIOR APPEARANCE AND PERMITTED PLANTINGS. Alteration and repair of the buildings are the responsibilities of the Association, except for the interior of the Units. No exterior painting of doors or buildings, or additions/improvements, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Association. No reflecting device or tinted materials may be used in any windows or in any of the aforementioned areas without the prior written approval of the Association. All draperies or curtains visible from the exterior of a Unit shall be either white or off-white or shall be backed with a solid light colored liner or sheet so as to maintain a uniform exterior appearance, unless prior written approval of the Board is obtained. With the prior written approval of the Board, a Unit occupant may only plant plants and install landscaping in Board-designated planting areas. Plants and any landscaping shall be in accordance with landscaping standards adopted by the Board. Once installed, the Unit Owner shall be responsible for the upkeep and routine maintenance of the plantings and landscaping, which shall be in a clean and well-kept appearance at all times.

10.8 SIGNS, BANNERS, FLAGS, AND ADVERTISEMENTS. No signs, banners, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Unit or on the Common Elements. Notwithstanding the above, any Unit Owner may display on their Unit one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable removable flags, not larger than four (4) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

10.9 LANAI ENCLOSURES. A lanai, balcony or patio enclosure may be installed at the Unit Owner's expense after obtaining the prior written approval of the Board. The Board shall adopt a policy governing enclosure installation and specifications. The Unit Owner shall be responsible for the upkeep and maintenance of the lanai enclosure once installed. Installed lanai enclosures shall be kept in a clean and well-kept appearance and shall remain fully functional at all times. The Board shall adopt a hurricane shutter activation/deactivation policy.

10.10 PROTECTIVE SHUTTERS AND HURRICANE SHUTTERS. Protective shutters and hurricane shutters may be installed at the Unit Owner's expense after obtaining the prior written approval of the Board. The Board may adopt standards regarding the type of shutters that may be installed and the permitted use thereof. Protective shutters and hurricane shutters may not be activated for use more than seven (7) days before the projected arrival of a hurricane or tropical storm. Protective shutters and hurricane shutters shall be deactivated within fourteen (14) days after the hurricane or tropical storm or threat has passed unless the area is under an evacuation order or another hurricane or tropical storm is imminent. If the area is under an evacuation order, the fourteen (14) day time frame is extended to begin once the evacuation order is lifted.

10.11 WASTE, RUBBISH, TRASH REMOVAL. No rubbish, refuse, garbage, trash or recyclables are to be permitted to accumulate in places other than the receptacles provided therefor. Further, nothing shall be placed outside of a Unit which obstructs the common way of ingress or egress to the other Units or the Common Elements.

10.12 NUISANCES, OFFENSIVE OR ILLEGAL ACTIVITIES. No portion of the Condominium Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Condominium Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Condominium Property or which will increase insurance rates on any Unit or on the Common Elements. No apparatus or machine of any sort shall be used or maintained in any Unit which causes interference with television or other such reception in other Units.

10.13 USE AND STORAGE OF GRILLS. The use or storage of cooking grills shall be in a manner consistent with all applicable zoning or fire regulations or ordinances. The Board of Directors may, at its discretion, preclude the use of cooking grills upon porches or balconies if it is determined the smoke or odor therefrom causes problems for adjacent Units.

10.14 PROHIBITION OF PERSONS CONVICTED OF CERTAIN FELONIES. It shall be a violation of this Declaration for a Unit to be acquired for ownership (whether in whole or in part), leased, or occupied at any time for any duration by any person convicted (either via an adjudication of guilt or a withhold of adjudication) of felony drug possession (twice within last ten (10) years), felony drug trafficking, robbery, burglary of occupied structure, murder, sexual battery, child molestation, rape or their equivalent under federal or state laws. It shall also be a violation of this Declaration for any ownership or leasehold interest in a Unit to be provided in any manner to any such person. Notwithstanding any requirement in this Declaration that the Association provide an alternative purchaser for the transfer of a Unit, the Association shall not be responsible for providing an alternative purchaser if the requested approval is denied because the person acquiring or being provided ownership of the Unit is convicted of any of the enumerated crimes listed herein. The Board of Directors may revise this Article 10.14 without the consent of the members.

10.15 SUBDIVISION OF UNIT. No Unit shall be divided or subdivided.

10.16 VEHICLES. Only with the prior written consent of the Board and only during active loading and unloading shall any boat, camper, motorhome, trailer or similar vehicle be parked on the Condominium Property. Commercial vehicles shall be prohibited, except that service vehicles may be temporarily parked on the Condominium Property when actually servicing a Unit or the Common Elements. A commercial vehicle is defined as a car, truck, pick-up, van, box truck, or other vehicle with lettering or signs on the vehicle, vehicles that contain visible tools, tool boxes, ladders, racks or other equipment used for commercial trade, or unmarked vehicles used primarily for commercial trade operations or for the storage of equipment used for commercial trade. All vehicles parked on the Condominium Property must maintain current registration and license plates and shall be road operable. Vehicle repair or maintenance shall be prohibited on all portions of the Condominium Property. Parking of vehicles on the grass, the street, or anywhere within the Condominium Property other than in designated or assigned parking areas or spaces is prohibited. All vehicles parked on the Condominium Property, including vehicles owned by Unit Owners, guests and invitees, shall be required to register with the Association office and/or retain parking passes on or in the vehicle. Any vehicle which is: a) parked in violation of this Article 10.16, including vehicles owned or operated by a person violating Article 10.3 or not approved pursuant to Article 11; or b) deemed unsightly, inoperable or improperly licensed may be towed, at the discretion of the Board of Directors, without prior or written notice.

10.17 SATELLITE DISHES. No satellite dish or similar device shall be installed anywhere on the Common Elements. Nor shall any satellite dish or similar device protrude into common element air space.

10.18 WELL-KEPT CONDITION. Each Owner or occupant shall maintain his or her Unit in good condition and repair, and each Owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Unit. Patios, porches, lanais and entry areas shall be kept in a clean and well-kept condition at all times and free of unsightly objects and used only for the purposes intended and shall not be used for storage of household goods, hanging of garments or other objects, or for cleaning of rugs or other household items.

10.19 HOTWATER HEATER REPLACEMENT. Hot water heaters shall be replaced prior to the expiration of the manufacturer's stated life expectancy.

10.20 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.

10.21 INVESTOR OWNERSHIP LIMITED. No person or entity shall own any interest (in whole or in part and including ownership interests in multiple entities) in more than twenty (20) Units at any time.

10.22 LIABILITY FOR DAMAGE. The cost of repairing damage to the Condominium Property caused by a Unit Owner, his or her family, tenants, guests or invitees shall be the responsibility of the Unit Owner.

10.23 SOUNDING PROOFING. The Board shall be permitted to adopt uniform standards for sound dampening flooring underlayment.

10.24 SOLICITATION. Soliciting is strictly forbidden. It is requested that Unit Owners and occupants notify the Association if a solicitor appears and appropriate action will be taken.

10.25 DUAL USE PROHIBITION. Unit Owners who rent or lease their Units waive their rights and privileges enjoyed as a resident Owner in favor of the renter or lessee, and may not use the Common Elements of GARDEN WALK during the rental or lease period, except as a guest of their tenant or another Unit Owner. However, they still reserve the right to attend official Condominium Association meetings and exercise their right to vote.

10.25 RULES AND REGULATIONS. The Board may adopt Rules and Regulations consistent with this Declaration of Condominium concerning occupancy and use of the Units, Limited Common Elements and Common Elements.

ARTICLE 11. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT

Sale or Lease of a Unit. In order to maintain a community of congenial residents and thus protect the value of the condominium Units, the sale and leasing of a Unit by an Owner shall be subject to the following provisions:

11.1 TRANSFERS SUBJECT TO APPROVAL. No Unit Owner may lease, license or loan a Unit for consideration, or dispose of a Unit or any interest therein by sale; provided, a Unit Owner may transfer or lease a Unit to another member of the Association or to a trustee if the Unit Owner, lineal descendants are the sole beneficiaries, without prior approval of the Association. The Association may delegate its authority to a single director, a committee or an agent.

11.2 APPROVAL OF LEASING. All leases shall be subject to prior approval of the Association and/or any committee created for such purpose. Approval shall not be unreasonably withheld. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board may adopt the application form. The Owner or the intended lessee 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 lessee with a copy of all Condominium Documents. 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 Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, seek damages or otherwise. 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. The Unit Owners shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorneys' fees, from the Unit Owner which shall be secured by assessment and lien in the same manner as common expense charges. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such promoted lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee (if required), whichever date last occurs. Failure of the Association to respond within fifteen (15) days shall be deemed to constitute approval.

11.3 DISAPPROVAL OF LEASING. If the Association disapproves a proposed lease or renewal, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict or remove the tenant and any other occupants. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. A denial must be upon a reasonable basis, including any of the following factors:

1. Any person seeking approval (which shall include any proposed occupants) has been convicted of a crime involving violence to persons or property, or of a crime demonstrating dishonesty or moral turpitude.

2. The application for approval on its face, or the conduct of any applicant, indicates that any applicant seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents; by way of example, but not limitation, a tenant taking possession of premises prior to the approval of the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents.

3. Any person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this condominium as a tenant, Unit Owner or occupant of a Unit.

4. Any person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner.

5. All assessments, fines or other charges against the Unit and/or Unit Owner have not been paid in full, unless the Unit Owner and Tenant agree in writing to pay rents directly to the Association until all delinquent amounts have been paid.

11.4 APPROVAL OF SALE OR TRANSFER OF UNIT. The approval of the Association (or a committee created for such purpose) that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. Within twenty (20) days after receipt of such fully completed notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent. Failure of the Association to respond within the twenty (20) day period shall constitute approval.

11.5 DISAPPROVAL OF SALE OR TRANSFER OF UNIT. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof, indicates that any person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

2. Any person seeking approval (which shall include any proposed occupants) has been convicted of a crime involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

3. Any person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debt.

4. The Owner allows a prospective Owner to take possession of the premises prior to approval by the Association as provided for herein.

5. Any person seeking approval or who will occupy the Unit has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this condominium as a tenant, Unit Owner or occupant of a Unit.

6. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

7. All assessments, fines and other charges against the Unit or the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

11.6 RIGHT OF FIRST REFUSAL, DUTY TO PROVIDE ALTERNATIVE PURCHASER. If the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. However, should the transfer be rejected on the basis that such transfer violates an express provision of the Declaration, the Association's right of first refusal or requirement that the Association provide an alternate purchaser shall be at the option of the Association, unless an alternate purchaser is otherwise required by law.

11.7 BONA FIDE PRICE. If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two (2) qualified real estate appraisals from current condominium prices in Manatee County, one (1) appraiser will be selected by the selling Owner and the other selected by the Association. The cost of the appraisals shall be shared equally by the Owner and the Association. Closing and transfer shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.

11.8 SCREENING FEES. The Association shall impose a transfer fee not to exceed one hundred and no/100 dollars (\$100.00) per applicant or as permitted by law from time to time simultaneously with the giving of notice of intention to sell or lease, said screening fee to be set by the Board from time to time and shall be in conformance with applicable law. For the purposes of this provision, the following are considered a single applicant: 1) spouses and 2) parents and minor dependent children.

11.9 UNAUTHORIZED TRANSACTIONS. Any sale or lease not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Association; provided, however, that such voidability shall exist for a period no longer than one (1) year from

the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the Unit or by occupancy of the Unit; provided further that the Association must commence an action to set aside such transaction within said one (1) year period.

11.10 INTERVIEWS. The Association may require that prospective lessees or purchasers be interviewed in person or by phone prior to the sale, lease or transfer of a Unit.

ARTICLE 12. RIGHTS OF FIRST MORTGAGEES

12.1 LIENHOLDER CONSENT REQUIRED. Consent of holders of liens on any portion of the Condominium Property or any Unit shall not be required to modify or amend this Declaration of Condominium, provided, however, that the consent of at least fifty-one percent (51%) of all institutional first mortgagees shall be required for the following purposes:

- (1) any change in the percentage of ownership of the common surplus;
- (2) any change in the percentage of participation in the common expense or assessments;
- (3) any change in the voting rights;
- (4) prior to the termination of the condominium;
- (5) prior to the partition or subdivision of any Unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements, which consent shall not be unreasonably withheld.

12.2 DOCUMENTS TO BE MADE AVAILABLE UPON REQUEST. The Association shall make available to Unit Owners and their respective first mortgagees and holders and insurers of first mortgages on the Condominium Property, copies of the Declaration, Bylaws, and other pertinent condominium documents, as well as the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE 13. AMENDMENTS OF DECLARATION

13.1 PROPOSAL. An amendment to this Declaration may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by a Director or a Unit Owner. If ten percent (10%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within sixty (60) days of delivery of the petition to the Board.

13.2 APPROVAL. This Declaration may be amended at any time by the affirmative vote of a majority of the voting interests in person or by proxy and voting, which vote shall be conducted at a duly called membership meeting. However, the affirmative vote of one hundred

percent (100%) of the Unit Owners shall be required to amend the percentages of the Common Elements, Common Expenses and the Common Surplus as provided in Article 4 and the voting rights for Unit Owners under Article 7.3 may be amended only upon unanimous votes of all Units.

13.3 EXECUTION AND RECORDING. A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with the formality of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

**ARTICLE 14.
BYLAWS**

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

**ARTICLE 15.
REMEDIES FOR VIOLATIONS**

15.1 NEGLIGENCE. A Unit Owner shall be liable for any damage, liability, cost, expense, maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their contractors, guests, invitees, employees, agents or tenants.

15.2 COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, Articles of Incorporation, Bylaws, Chapter 718, Florida Statutes, and Rules adopted by the Board of Directors. Failure of a Unit Owner to comply therewith shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law or this Declaration. The Association shall arbitrate prior to litigation in such instances and manner as required by state law.

15.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising out of an alleged failure or refusal of a person or Unit Owner to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation, Bylaws, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable arbitration, mediation, prelitigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

15.4 NO WAIVER OF RIGHTS. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

15.5 ENFORCEMENT OF MAINTENANCE. In the event the Owner of a Unit fails or refuses to properly maintain the Unit as required in Article 5 above or places/constructs/installs items or structures on the Common Elements in violation of this Declaration, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The prevailing party in such an action shall be entitled to recover court costs and their reasonable attorneys' fees. In addition or in the alternative, the Association (without liability to the Unit Owner or Unit occupant) may correct a failure or refusal to maintain the Unit as required in Articles 5 or 10 or may remove/dispose of any item or improvement placed, constructed or installed on the Common Elements. The Association shall provide written notice prior to undertaking this additional or alternative remedial action. The Unit Owner shall be responsible for any cost or expense incurred by the Association in maintaining the Unit or for the removal/disposal of any item or improvement placed, constructed, or installed on the Common Elements, which such cost shall be collected in the same manner as an assessment herein and may become a lien on a Unit if not paid.

15.6 AUTHORITY TO LEVY FINES. In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may levy a fine against any Owner for failure of the Owner or of a tenant or guest of the Owner or tenant to comply with the Declaration of Condominium or Association Rules. The Association may impose fines as provided in the Bylaws and by law.

ARTICLE 16. TERMINATION OF CONDOMINIUM

The above-described property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the Units and consent of the institutional first mortgage holders as required in Article 13, by an instrument to that effect executed by the President and Secretary of the Condominium Association with the formalities of a deed and duly recorded in the Public Records of Manatee County, Florida. In the event of such termination, the procedure for liquidation of the Condominium assets as provided in Articles 8 and 9 shall apply and shall be under the supervision and control of a trustee selected by the Board of Directors of the Association. Termination hereof shall in no way terminate or affect easements concerning this property and to which the Condominium is subject, and the trustee shall execute, deliver and record such legal instruments upon termination as may be appropriate or needful for the purpose of maintaining such easements in perpetuity.

ARTICLE 17. EASEMENTS

17.1 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 and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in the construction or settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist.

17.2 GRANTED TO UTILITIES. There is hereby granted to all public and private utility companies rendering utility services to the Condominium Property 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 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.

17.3 AUTHORITY OF ASSOCIATION. The Association shall have the right 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 Manatee County, Florida, an instrument duly executed by the President or Vice-President of the Association.

ARTICLE 18. MISCELLANEOUS

18.1 SEVERABILITY. The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

18.2 BINDING EFFECT. All provisions of this Declaration of Condominium 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 revoked.

18.3 APPLICABLE STATUTES. The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

18.4 CONFLICTS. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Condominium documents shall take priority in the following order: this Declaration of Condominium, Articles of Incorporation, Association Bylaws and then the Association Rules and Regulations, all as amended from time to time.

18.5 HEADINGS AND CAPITALIZATION. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

18.6 INTERPRETATION. The provisions of this Declaration shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a condominium in

accordance with the laws made and providing for the same. The terms of this Declaration, Articles of Incorporation, Bylaws and Rules shall not be construed in favor of or against the Association or a Unit Owner in the event of arbitration or litigation.

Exhibit "A"

Plat Book 33, Page 107 et seq., of the Official Records of Manatee County, Florida