


Glen Oaks Ridge Owner's Association, Inc.  
1215 Glen Oaks Drive East  
Sarasota, FL 34232

July 25, 2003

Dear Owner's,

At the Annual Meeting held on February 26, 2003, it was voted to accept the Amended and restated Declaration of Condominium for Sections One and Two. The Amended and restated Documents have now been recorded and are now your governing documents. Please discard all prior documents, as they are no longer in effect. This is your official set of governing documents; please keep in a safe place. If you ever need an additional set they can be obtained from the office at a cost of \$20.00.

Thank you,

  
Fran Schroeder

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✓ This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
1820 Ringling Boulevard  
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2003139221 51 PGS  
2003 JUL 14 05:22 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#344894



2003139221

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF GLEN OAKS RIDGE CONDOMINIUM VILLAS, SECTION TWO**

**WHEREAS**, the original Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section Two, was recorded at Official Records Book 1015, Page 1524, et seq., Public Records of Sarasota County, Florida (Declaration), and

**WHEREAS**, there have been numerous amendments to the Declaration as reflected by instruments recorded in the public records, and

**WHEREAS**, a significant package of amendments was recently approved by not less than two-thirds of the total membership of Glen Oaks Ridge Owners Association, Inc. at a membership meeting held on February 26, 2003, and

**WHEREAS**, the entire membership of the Board of Directors voted to approve the amendments at a Board meeting on November 11, 2002, and otherwise voted to integrate all of these provisions into a single instrument.

**WHEREAS**, institutional mortgagees holding first mortgages on the Units have consented in writing to the amendments, which consents are attached hereto as exhibits, and

**NOW THEREFORE**, Glen Oaks Ridge Owners Association, Inc., does hereby amend and restate the Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section Two, for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the condominium property and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium property.

**SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP  
AND AUTHORITY TO COMMINGLE FINANCES**

By the recording of the original Declaration of Condominium on September 6, 1973, Strathmore Realty Corporation, a Florida corporation, (Developer) declared the property owned by it and described in Exhibit "A" attached hereto to be condominium property under the Condominium Act of the State of Florida to be known as: Glen Oaks Ridge Condominium Villas, Section Two, hereinafter referred to as the "Condominium", and submitted said condominium property to condominium ownership pursuant to said Act. Developer also created another condominium known as Glen Oaks Ridge Condominium Villas, Section One (Section One) on lands adjacent to or near those of this Condominium. As envisioned by the Developer, and as permitted by Section 718.111(6), Florida Statutes, the Condominium and Section One shall be operated by Glen Oaks Ridge Owners Association, Inc. as a single condominium for purposes of financial matters, including budgets, assessments, accounting, recordkeeping, and similar matters. The creation of Section One did not merge the common elements of this Condominium with the common elements of Section One. Each Section will be and remain a separate condominium under the law of Florida, but may be operated and managed, as aforesaid, through the said Association, so that there may be common control, unity of policy, procedure, management and purpose, among all Sections of Glen



Oaks Ridge Condominium Villas, and the owners of Units in the same. All grantees, mortgagees, assignees, and their successors and assigns, of Unit parcels in Glen Oaks Ridge Condominium Villas, Section One, do hereby agree to the foregoing.

## II DEFINITIONS

The terms used in this Declaration and in the exhibits hereto shall have the meanings stated below and in Section 718.103, Florida Statutes, unless the context otherwise requires:

A. "Assessments" shall mean a share of the funds required for the payment of Common Expenses, which from time to time are assessed against any Unit Owner.

B. "Association" shall mean Glen Oaks Ridge Owners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, and its successors.

C. "Association Property" shall mean real or personal property titled or owned by the Association, including the property formerly leased by the Association under that certain Lease dated November 10, 1972 as recorded in Official Records Book 979, Page 1235 et seq., which lands were purchased by the Association pursuant to that certain deed recorded in Official Records Book 1179, Page 2196, Public Records of Sarasota County, Florida.

D. "Articles" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association as they exist from time to time.

E. "Board of Directors" shall mean Board of Administration as defined in The Condominium Act and shall constitute the representative body responsible for administration of the Association.

F. "Common Elements" shall mean that portion of the Condominium Property not included in the Units. Reference to "Common Elements" include "Limited Common Elements" unless the context otherwise requires.

G. "Common Expenses" shall mean the expenses of administration, maintenance, operation, repair and replacement of the Common Elements, of any portions of the Units to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the Condominium, reasonable reserves for the replacement of the aforementioned property, and other expenses declared to be Common Expenses herein or by the Bylaws and any other valid expenses or charges against the Condominium as a whole for which the Unit Owners are liable to the Association. The enumeration of Common Expenses set forth herein is not exclusive.

H. "Common Surplus" shall mean the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits, and revenue over the amount of Common Expenses.

I. "Condominium" shall mean that form of ownership of Condominium Property under which Units in the Condominium Buildings are subject to ownership by different Owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements. This Condominium is a Residential Condominium as defined in the Condominium Act.

J. "Buildings" or "Condominium Buildings" shall mean the residential structures located on the Condominium Property.

K. "Condominium Documents" means this Declaration, the survey and plot plan, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.

L. "Condominium Parcel" shall mean a Unit together with an undivided share in the Common Elements which is appurtenant to the Unit, and appurtenants thereto.

M. "Condominium Property" shall mean and include the lands that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

N. "Declaration" or "Declaration of Condominium" shall mean this instrument as it may be amended from time to time.

O. "Guest" means any person who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

P. "Institutional Lender" shall mean a bank, real estate investment trust, life insurance company, licensed mortgage company, savings and loan association, real estate or mortgage investment trust, pension fund, agency of the United States Government, and FNMA, FHA and VA, or similar entities.

Q. "Limited Common Elements" shall mean those Common Elements, which are reserved for the use of certain condominium Unit or Units to the exclusion of other Units, as specified in this Declaration and exhibits hereto.

R. "Member" or "Member of Association" means and refers to any person, natural, or corporate, who is a Unit Owner.

S. "Occupant" or "Occupy", when used in conjunction with a Unit, refers to a person staying overnight in a Unit.

T. "Section One" shall mean Glen Oaks Ridge Condominium Villas, Section One per the Declaration of Condominium thereof as recorded on November 10, 1972 in Official Records Book 979, Page 1209, et seq., Public Records of Sarasota County, Florida, as amended.

U. "Single Family" residential use shall mean occupancy by a single housekeeping Unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons who are related to each other by blood, marriage, or legal adoption, provided however, in the event of occupancy by three or more persons, one of the occupants may be unrelated to the others.

V. "Unit" shall mean a part of the Condominium which is to be subject to private, exclusive ownership.

W. "Unit Owner" or "Owner" shall mean the record owner of legal title to Condominium Parcel.

### III UNIT NUMBERS

The Condominium Units in this Condominium shall be known as:

100-195 inclusive

### IV CONDOMINIUM PLAT

A survey of the Condominium, a graphic description of the improvements in which the Units are located and of the Units themselves, a definition of the unit boundaries, and a Plot plan showing the relative position of the Buildings of the Condominium, appear on that certain Condominium Plat of the



Condominium recorded in the Condominium Book 6, Pages 54-54C, Public Records of Sarasota County, Florida, and incorporated herein by reference. A copy of the plat is attached hereto as Exhibit B.

## V COMMON ELEMENTS

There shall be appurtenant to each of the Units an equal ownership of the Common Elements. The Common Elements of the Condominium appurtenant to each of the Units shall include the following:

- A. The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium plat, and except for limited common elements shown thereon.
- B. 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.
- C. 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.
- D. The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the Common Elements.
- E. Easements for maintenance of Common Elements.
- F. All outside surfaces of walls and all window frames which are attached to the wall structure, and originally installed metal structural frame of porches. Any modification of the basic design even if made by the developer at the time of purchase is not a Common Element. The glass surfaces of windows with their integral framing, screened surfaces and door locks are parts of Units 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.
- G. Easements as needed for maintenance and support of Units and Common Elements.

There is also appurtenant to each of the units, easements, as needed, for encroachments benefiting such Unit resulting from minor construction, deviations or variations and shifting and settling processes.

Notwithstanding anything contained herein or in the Condominium Plat being recorded together herewith to the contrary it is expressly understood that the Common Elements shall be and 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 and Section One. The roads, streets and walkways installed or provided in this Condominium shall be subject to permanent non-exclusive easements for pedestrian and vehicular ingress and egress between and among all present and future Sections of GLEN OAKS RIDGE CONDOMINIUM VILLAS for the benefit of all Units in such Sections, their owners, invitees, licensees, successors and assigns.

## VI COMMON EXPENSES AND SURPLUS

The Common Expenses and Common Surplus shall be divided and apportioned equally among the Units.

## VII CONDOMINIUM ASSOCIATION

The Association which will operate the Condominium shall be Glen Oaks Ridge Owners Association, Inc. The record owner of legal title to every Unit in the Condominium shall automatically become a member of the Association and his or her membership shall terminate as of the time of termination of his or her vested interest in the legal title of the Condominium Unit. The affairs and property of the Condominium shall be managed, operated, and controlled by the Association through its Board of Directors in accordance with its Bylaws. The Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association are attached hereto-as Exhibits C and D respectively.

A. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. The Association may impose reasonable fees for use of Common Elements. The Association, upon written approval of a majority of the total voting interests, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

B. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

C. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board of Directors.

D. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in the preceding paragraph, the power to acquire real property may be exercised by the Board of Directors, but only after approval by not less than a two-thirds of the voting interests of the Members represented in person or by proxy at a duly noticed and convened membership meeting at which a quorum is attained.

E. Any property owned by the Association, whether real, personal or mixed, (which does not include Common Elements except in a condemnation situation as provided by law) may be leased, mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board of Directors, without need for authorization by the Unit Owners. The foregoing provision shall authorize and permit the Board of Directors to lease the apartment located in the clubhouse to third parties for residential purposes, or to otherwise lease or make use of that apartment in the manner determined by the Board of Directors to be in the best interests of the Association.

## VIII VOTING

Each of the Units shall be entitled to one vote at meetings of the Association as provided in the Bylaws.

## IX AMENDMENT

This Declaration may be amended at any time, as follows:



A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty percent (20%) of the voting interests of the Members of the Association. Except as elsewhere provided, approvals must be by affirmative vote of not less than two-thirds (2/3) of the voting interests of the Members represented in person or by proxy at a duly noticed and convened membership meeting at which a quorum is attained.

B. An amendment shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Sarasota County.

C. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment.

D. Notwithstanding any of the provisions of this Declaration, the written consent of all Institutional Mortgagees holding first mortgages on one or more Units shall be obtained prior to any amendments to this Declaration (i) effecting a change of any Unit definition or the share of the Common Elements or other appurtenances to it; (ii) increasing the Unit Owner's share of the Common Expenses; (iii) attempting to create time-share units; (iv) affecting the priority or validity of any mortgage lien; (v) any other amendments materially affecting the rights or interests of the mortgagees; or (vi) as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, which consent shall not be unreasonably withheld.

**X**

**MAINTENANCE, LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS**

Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

A. Association Maintenance. The Association is responsible for the protection, maintenance, repair, and replacement of the Common Elements, Limited Common Elements and Association Property, and portions of the Units as set forth herein. The Association shall have the right to assume part or all of the maintenance of other portions of the Units as determined by the Board of Directors from time to time. The cost is a Common Expense. The Association's responsibilities include, without limitation:

1. Electrical wiring and equipment up to the circuit breaker panel in each Unit.
2. Water pipes and apparatus, including the unit shut-off valve, up to point of entry at the upper surface of the unit floor slab.
3. Cable television lines up to the wall outlet.
4. Sewer lines up to the point where the lines enter the individual Unit.
5. 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.
6. Painting of the exterior surfaces of the doors to the Units.

7. All exterior Building walls, including painting, waterproofing, and caulking, but excluding the painting of the stucco wall separating a lanai or porch from the Unit which shall be painted by the owner if the area has been enclosed by the owner, which must be approved by the Association as provided elsewhere in the Declaration of Condominium.

8. All structural and load bearing portions of a unit or limited common element, including all concrete slabs that constitute part of the units or limited common elements, but excluding all finished surfaces.

9. The roof of a unit and all portions of the roof and building assembly located above the drywall in the finished ceilings.

10. All landscaping outside the villa Units, except each Unit Owner shall be responsible for the replacement of shrubs, bushes, or flowers in the area immediately outside the villa under the drip line of the roof of the villa.

11. The treatment of subterranean termites located in or around the units or anywhere on the condominium property, and the treatment of drywood termites, including the tenting of buildings, if the termites are in the common elements or portions of the unit for which the Association has maintenance responsibility.

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

All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly 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, Common Elements or Limited Common Elements made by a Unit Owner or his predecessor in title.

The Association is not strictly liable for damages to Units 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 Declaration of Condominium, or an agent of the Association tortiously and intentionally caused the damage.

B. Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit. The Owner's responsibilities include, without limitation:

1. Maintenance, repair, and replacement of screens, windows, and window glass.

2. The repair and replacement of the entrance door to the Unit, and the cleaning and painting of the interior surface.

3. The repair and replacement of the door to the utility room, and all other doors within or affording access to the Unit, and the cleaning and painting of interior door surfaces.



4. 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.
5. The circuit breaker panel and all electrical wiring going into the Unit from the panel.
6. Appliances, water heaters, smoke alarms, and vent fans.
7. All air conditioning, and heating equipment, thermostats, ducts, and installations serving the Unit exclusively no matter where located, including the condensate lines thereto, provided that the color of the exterior cover of the air conditioning unit must be gray per Association regulation.
8. Carpeting and other floor coverings.
9. Door and window hardware and locks, including sliding glass door assemblies and tracks.
10. Shower pans.
11. Other facilities or fixtures that are located or contained entirely within the Unit and serve only the Unit.
12. All interior partition walls (excluding load bearing portions thereof).
13. The replacement of shrubs, bushes, or flowers in the area immediately outside the villa under the drip line of the roof of the villa,

C. Other Unit Owner Responsibilities:

1. Lanais and Porches. The Unit Owner shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of exterior walls (but not the painting of the stucco wall separating the lanai or porch from the Unit if the area has been enclosed by the Owner), and the concrete slabs.
2. Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
3. Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.
4. Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to the Unit, the Common Elements, or the Limited Common Elements, the Unit Owner, and successors in title, shall be financially responsible for the insurance, maintenance, repair, and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the

Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property, provided however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required elsewhere in this Declaration.

5. Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

D. Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any material alterations or substantial additions to his or her Unit, the Common Elements, or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. No Owner may alter the landscaping of the Common Elements in any way without prior Board approval.

E. Alterations and Additions to Common Elements and Association Property by Association. The protection, maintenance, repair, insurance, and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than five (5%) percent of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval of at least two-thirds (2/3) of the voting interests of the Members represented in person or by proxy at a duly noticed and convened membership meeting at which a quorum is attained. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

F. Enforcement of Maintenance. If after reasonable notice the Owner of a Unit fails to perform maintenance as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any, and shall constitute a lien on the unit and may be foreclosed in the same manner as unpaid assessments as provided elsewhere in this Declaration.

G. Negligence; Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his or her act or negligence, or by that of any Member of his or her family or guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain the Unit and personal property therein in a such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and



take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

H. Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a passkey to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

I. Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style, and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A unit owner may install an approved shutter without specific consent from the Board of Directors provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the standard model, color and style adopted by the Board of Directors shall be permitted.

## XI

### INSURANCE, AND RECONSTRUCTURE AFTER CASUALTY

The insurance which shall be carried upon the Condominium Property, shall be as follows:

A. Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

#### B. Coverage.

1. Casualty. The Association shall obtain and maintain flood, fire, and extended all-risk insurance coverage (subject to standard exclusions) with a responsible insurance company, or through alternate sources as may be reasonably available, upon all of the insurable improvements of the entire Condominium, including Association Property, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available at a reasonable cost given the extent of the coverage, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes. The Association shall hold the original policy of insurance, and Institutional Lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor and wall coverings; and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy, including upgraded appliances, upgraded carpeting, painting, wallpaper, alterations and additions. The Unit Owners shall also be responsible to insure any portion of the Condominium Property that may be removed from Association insurance responsibilities



by virtue of future amendments to Section 718.111(11), Florida Statutes. Each Unit Owner shall carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears financial responsibility for any damage to his or her property and liability to others that would otherwise be covered by such insurance.

2. **Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses that may occur in and about the Owner's Unit, as the Owner may deem appropriate.

3. **Worker's Compensation.** Such worker's compensation coverage as may be required by law.

4. **Other Insurance.** Such other insurance as the Board of Directors, in its sole discretion, may from time to time deem to be necessary, including but not limited to errors and omissions liability insurance coverage, and insurance for the benefit of its employees.

5. **Deductible and Other Insurance Features.** The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

C. **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

D. **Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.

E. **Deductible.** The deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

F. **Repair and Reconstruction after Casualty.** The improvements shall be reconstructed or repaired unless more than one-half of the Condominium Units are substantially damaged, and two-thirds of the total voting interests of the Membership of the Association, and all the Institutional Lenders holding first mortgages on the Units, agree to terminate the Condominium, which vote or written agreement must take place within ninety (90) days of the casualty loss.

G. **Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specification for the original Building, or according to plans and specifications approved by the Board of Directors of the Association.

H. **Responsibility.** If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty, and for any cost or expense not covered by insurance. In the



event of damage to or destruction of Common Elements, Association Property, or portions of the Units for which the Association is responsible for maintenance, the Board of Directors shall arrange for the prompt repair and restoration of the Buildings.

I. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

J. Estimates of Cost. The Association shall obtain reliable and detailed estimates of the cost to rebuild or repair after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair.

K. Construction Funds. The funds for payment of cost of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner determined at the discretion of the Board of Directors of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be Common Surplus.

L. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall provide funds to pay the estimated costs, which amount shall be part of the Common Expenses of the Association assessed against Unit Owners.

M. Equitable Relief. Any Unit Owner and any Institutional Lender owning and holding a first mortgage encumbering a Unit in the Condominium shall have the right to petition a court having equity jurisdiction in Sarasota County for equitable relief relating to the provisions, rights and obligations of this Article.

## XII RESTRICTIONS

In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use and modification of the property shall be restricted to and shall be in accordance with the following provisions:

- A. All Units shall be and remain of like exterior design, shape, color, and appearance as other condominium units of the same class or type unless modifications are permitted by the Board of Directors as elsewhere provided in this Declaration.
- B. Use of Units. Each Unit is hereby restricted to Single Family Residential use by the Owner or Owners thereof, or their tenants. No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:
  - 1. The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents, and applicable law.
  - 2. 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 in Sarasota County, 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 would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.

- C. No nuisances shall be allowed to be committed, or maintained upon the Condominium Property nor any use or practice that is the source of annoyance to residents, including without limitation, loud noises or obnoxious odors, or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or use of the Common Elements that will increase the cost of insurance upon the Condominium Property.
- D. No Unit shall be occupied by children under the age of sixteen (16) ~~(15)~~-years except where such children are house guests or visitors as defined in rules and regulations adopted by the Board of Directors of the Association.
- E. A Unit Owner may keep small domestic pets, such as a dog or cat, subject to and in accordance with rules and regulations adopted from time to time by the Board of Directors. The rules and regulations adopted by the Board of Directors may restrict or limit the size of permitted pets, limit the number of pets, the breed of animals, prohibit exotic animals, and otherwise govern the keeping of pets as long as not inconsistent with the provisions hereof. No pet shall be permitted to become a nuisance to Unit Owners or occupants of Units and all pets are subject to removal from the Condominium at the discretion of the Board of Directors. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet that becomes a source of annoyance to other residents. No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Pet owners are responsible for the prompt removal and proper disposal of all excrement from all areas. No dog shall be of a dangerous breed or disposition. No domestic birds of a variety that will emit sounds that can be heard in contiguous Units may be kept in a Unit. Tenants shall not be allowed to bring or maintain pets in a unit or anywhere on condominium property. A guest of a unit owner may bring a pet onto condominium property if the pet and the handling of the pet are in compliance with all applicable rules and regulations, and the provisions of this paragraph. The feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station, is prohibited.
- F. The occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements, and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such unit.
- G. No Condominium Parcel or Unit shall be divided or subdivided or severed from the realty and no structural alterations or changes shall be made within the interior of said unit without prior approval of the Board.
- H. Each Unit Owner, lessee or occupant shall maintain at all times in good condition and repair, the interior of such unit, including porches, interior walls, floors, ceilings, doors, windows, water, electrical and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment, and lamps.
- I. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed within a Unit subject to compliance with the following requirements:
  - 1. Permitted antennas include (collectively hereinafter referred to as "antennas"):



a. Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

b. Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

2. Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board of Directors may promulgate rules and policies on suitable locations for each Unit and its appurtenances, and the method of attachment to the Building to protect the structural and weatherproofing integrity of the building.

3. Safety Requirements. To safeguard the safety of the Unit Owner, occupants of the Unit in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

4. Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals. Unit Owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

5. The installation and use of an antennae, or the nonuse of cable television service provided by the Association, shall not excuse an owner from the obligation to pay a pro rata share of the expense of a bulk cable television contract if part of the Common Expenses of the Association.

J. No clothes lines, hangers, or drying facilities shall be permitted or maintained at any time on the exterior of any Unit or in or on any part of the Common Elements.

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, door, atrium or carport.

K. No Unit shall be the subject of a partition action to sever the unit from the condominium in any court, and all unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

L. No electric machine or apparatus of any sort shall be used or maintained in any Unit, which causes interference with the television reception in any other units.

M. The occupants of Units shall abide by all the Rules and Regulations promulgated by the

Board of Directors of the Association concerning occupancy and use of the condominium Units and Common Elements and areas.

- N. No signs of any type shall be maintained, kept or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for those signs approved in writing by the Association; provided that, a "No Solicitation" sign, no larger than 2 ½ inches by 8 inches, may be displayed upon the main door of a Unit, and one small security alarm system sign and accompanying window decal(s), provided by a licensed security alarm company pursuant to an executed contract between such company and a Unit Owner, and a "File of Life" window decal, may likewise be displayed.
- O. No Unit Owner, their guests, licensees, invitees or assigns shall keep or park on the Common Elements, Limited Common Elements, streets or carports any trailer, camper, boat, truck, recreational vehicle, or commercially licensed vehicle except for the time necessary to load or unload such vehicle or for a visitation of no longer than 24 hours, once within any seven day period. Only customary private passenger licensed vehicles shall be permitted to park in the guest parking areas, the carports, and on the driveways. Passenger licensed vans without commercial signs may park in the carports only. At no time shall any vehicle be parked on the grass areas of the Common Elements, or on the streets. Service vehicles and delivery trucks shall be permitted to park only for the time required to accomplish their business.
- P. Inasmuch as Glen Oaks Ridge was designed and intended to provide housing for residents who are fifty-five (55) years of age or older, at least one person 55 years of age or older must be a permanent occupant of each Unit while any person occupies said Unit. Persons under the age of 55 may occupy and reside in a Unit as long as there is at least one other permanent occupant who is age 55 or older. Notwithstanding same, the Board, in its sole discretion, shall have the right to establish hardship exceptions to permit individuals between the ages of sixteen (16) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Units in the Condominium community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the Units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a Unit by any person(s) who would thereby create a violation of the aforesated percentages of occupancy. Permanent occupancy or residency shall be further defined in the Rules and Regulations of the Association as may be promulgated by the Board. This restriction on occupancy by persons less than 55 years of age shall not apply to any persons permanently occupying a unit as of September 12, 1988.

### XIII SALE OR LEASE OF A UNIT

In order to maintain a community of congenial residents who are financially responsible 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:

- A. Transfers Subject to Approval. No Unit Owner may lease, or dispose of a Unit or any interest therein by sale without prior approval of the Association; provided, an owner may transfer or lease a Unit to his or her spouse, another member of the Association or to a trustee if the Owner, his or her spouse or 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.



B. Approval of Leasing. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe 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, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. 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, or otherwise. The 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 attorney's fees, from the Unit Owner which shall be secured by a lien on the Unit which may be foreclosed in the same manner as a mortgage. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed 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, whichever date last occurs. Failure of the Association to respond within that timeframe shall be deemed to constitute approval.

C. Term of Lease and Frequency of Leasing. The minimum lease term is thirty (30) consecutive days, and no Unit may be leased more than two (2) times in a calendar year, with the commencement date of the lease determining the year in which the lease is made. No lease may begin sooner than thirty (30) days after the commencement of the last lease. No subleasing or assignment of lease rights by the lessee is allowed.

D. Occupancy During Lease Term. The total number of permanent occupants of a leased Unit is limited to two persons per bedroom. Any person staying overnight more than fourteen (14) days shall be considered a permanent occupant. No pets are permitted. Guests of lessees must be registered with the Association. The maximum stay for guests of lessees is 14 days. Guests of lessees may not use the Unit except when the lessee is also in residence.

E. 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 the tenant. 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 if a denial is based upon any of the following factors:

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

2. The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.



3. A person seeking approval (which shall include all proposed occupants) 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. A 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.

F. Approval of Sale or Transfer of Unit. The approval of the Association 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. The prospective purchaser shall make himself or herself available for a personal interview, if desired, by the Board, prior to approval of such sale. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, 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, in recordable form. Failure of the Association to respond within the thirty-day period shall constitute approval.

G. 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 the person seeking approval (which shall include all proposed occupants) intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

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

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

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

5. The person seeking approval (which shall include all proposed occupants) 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.



H. Right of First Refusal, Duty to Provide Alternate Purchaser. Except as further provided herein, 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 days after written notice of disapproval, or at such later date as the parties may agree. Should transfer be rejected on the grounds for disapproval set forth above, the Association's right of first refusal shall be optional. If the grounds for disapproval set forth above were not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

I. Screening Fees. The Association may require the payment of a preset screening fee 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. No fee may be collected in connection with an application to renew a previously approved lease.

J. If the owner and holder of a first mortgage of record acquires title to a Condominium Parcel as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve the transfer and the mortgagee shall automatically be entitled to membership in the Association. The sale of a Condominium Unit by a first mortgagee shall also be exempt from the right of approval by the Association. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.

#### XIV ASSESSMENTS AND LIENS

The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and special Assessments for unusual, nonrecurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses that are properly chargeable against such Unit under the Condominium Documents. Assessments shall be levied and payment enforced as provided in the Bylaws and as follows:

A. Common Expenses. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements, and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts.

B. Ownership. Assessments collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign, or transfer any interest therein except as an appurtenance to the Unit. No Owner has the right to withdraw or receive distribution of his or her share of the Common Surplus, except as otherwise provided herein or by law.

C. Assessments and Obligations. The legal title owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due during the time of such ownership. Multiple owners are jointly and severally liable. Except as provided in Article XVIII(E) of this Declaration, whenever title to a Condominium Parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

D. No Waiver or Excuse From Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements or Association Property, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the



Unit or the Condominium Property for any reason whatsoever. No Unit Owner may be excused from payment of his or her share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as provided herein as to certain mortgagees.

E. Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees, and costs, and finally to unpaid Assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

F. Acceleration. If any special Assessments or installments as to a Unit become more than thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessments and all special Assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be provided as part of the notice of intent to foreclose required by Section 718.116, Florida Statutes, or may be sent separately.

G. Liens. The Association has a lien on each Condominium Parcel securing payment of past due Assessments, including interest, late charges, reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Sarasota County, Florida, stating the name and address of the Association, the description of the Condominium Parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

H. Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien of any recorded first mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

I. Foreclosure of Lien or Pursuit of Money Judgment. The Association may bring an action in its name to foreclose its lien in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for monies due without waiving any lien rights.

J. Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

#### XV COMPLIANCE AND DEFAULT

Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of the Condominium Documents, as the same may be amended from time to



time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

A. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Condominium Documents in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such Assessments and have lien therefore as elsewhere herein provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions without having committed a trespass or incurred any other liability to the Unit Owner.

B. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Exhibits attached hereto, or the Rules and Regulations 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 attorneys' fees (including appellate attorneys' fees).

C. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, or the Condominium Documents as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

#### XVI CONDEMNATION

A. Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against the defaulting Unit Owner in the amount of the award, or the amount of that award shall be set off against any sums payable to that Owner.

B. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

C. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Units, if any, will be compensated the fair market value of their Unit, and any property damaged by the taking will be made usable, in the manner provided below. Proceeds of awards shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

D. Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority, for the purpose of realizing just compensation for the taking.

E. Units Reduced but Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

1. Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

2. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

F. Unit Made Untenantable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

1. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

2. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in the manner approved by the Board of Directors.

3. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements equally among the reduced number of Units.

4. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessments against all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

5. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of each appraisal shall be paid by the party selecting the appraiser.

G. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

## XVII TERMINATION

The Condominium may be terminated in the following manner:

A. Agreement. The Condominium may be terminated at any time by written agreement of all the owners of the units, and all the Institutional Mortgagees.



B. Very Substantial Damage. If the Condominium suffers substantial damage to the extent defined in Article XI(F), and it is decided as therein provided that the Condominium will not be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

C. Certificate of Termination; Termination Trustee. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this section is recorded in the Public Records of Sarasota County, Florida. The recording of that Certificate of Termination automatically divests the Association and all unit owners of legal title, and vests the Termination Trustee named in the Certificate of Termination with legal title to all real and personal property formerly constituting the condominium property or association property (hereinafter the "Property") without need for further conveyance. Beneficial title to the Property is owned by the former Unit Owners as tenants in common in the same undivided shares each owner previously owned in the Common Elements. On termination, each lien encumbering a Condominium Parcel shall be transferred automatically to the equitable share in the Property attributable to the Unit encumbered by the lien with the same priority.

D. Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be Members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this section.

E. Trustee's Powers and Duties. The Termination Trustee shall hold title to the Property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former Unit Owners approve a sale of the Property as provided in this section, the Termination Trustee shall have the power and authority to convey title to the Property and distribute the proceeds in accordance with the provisions of this Declaration. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and that fee, all costs, and expenses incurred by the Termination Trustee in the performance of its duties may be paid from the proceeds of the sale of the Property, and shall constitute a lien on the Property superior to any other lien until paid. The Trustee shall be entitled to be indemnified and held harmless by the Association and its Members from any and all liabilities and costs incurred by virtue of acting as Termination Trustee, except those resulting from the Trustee's gross negligence or malfeasance. The Termination Trustee may rely on written instructions and information provided by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

F. Partition; Sale. Following termination, the Property may be partitioned and sold on the application of any Unit Owner. If at least two-thirds of the voting interests of the former Unit Owners in this Condominium agree to accept an offer for the sale of any or all of the Property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the Property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the former Unit Owners have not authorized a sale of the Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the Property without agreement by the former Unit Owners. The proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

G. New Condominium. The termination of the Condominium does not bar creation of another Condominium including all or any portion of the same property.



H. Provisions Survive Termination. The provisions of this Article are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the Termination Trustee, as well as post-termination costs of maintaining the Property, are Common Expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

### **XVIII MORTGAGES**

A. Notice to Board of Directors. A Unit Owner who mortgages his or her Unit shall notify the Board of the name and address of the mortgagee.

B. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from or any other default by the Owner of the mortgaged Unit.

C. Notice of Default. The Board of Directors, when giving notice to a Unit Owner of a default in paying common charges or other default may send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

D. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

E. Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of Common Expense or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, except as required by the Condominium Act, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

F. Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

G. Approvals. Written consent of the Institutional Lenders of a Unit shall be required for certain amendments to the Declaration as provided in Article IX of this Declaration.

### **XIX MISCELLANEOUS PROVISIONS**

A. Severability of Declaration or Provisions. Invalidity of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration shall in no way affect any of the other provisions which shall remain in full force and effect.

B. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a



INSTRUMENT # 2003139221  
51 PGS

uniform plan for the operation of the Condominium in accordance with the laws of the State of Florida.

C. Caption. The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent, nor in any way affect it.

The Board of Directors hereby certify the accuracy of the recitals herein and execute this Amended and Restated Declaration of Condominium this 11<sup>th</sup> day of July, 2003.

Mark Templeton  
Witness signature

Mark Templeton  
Print name of witness

Sally L. Hershberger  
Witness signature

Sally L. Hershberger  
Print name of witness

Glen Oaks Ridge Owners Association, Inc.

Francis B. Schroeder  
By: Francis B. Schroeder, President

Raymond Loftus  
Attest: Raymond Loftus, Secretary

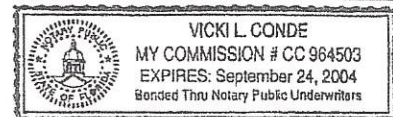
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11 day of July, 2003 by Francis B. Schroeder, as President, and by Raymond Loftus, as Secretary, of Glen Oaks Ridge Owners Association, Inc., on behalf of the Association. They are personally known to me or have produced N/A as identification. If no type of identification is indicated they are personally known to me.

Vicki L. Conde  
Notary Public

VICKI L. CONDE  
Printed name

My Commission Expires: \_\_\_\_\_







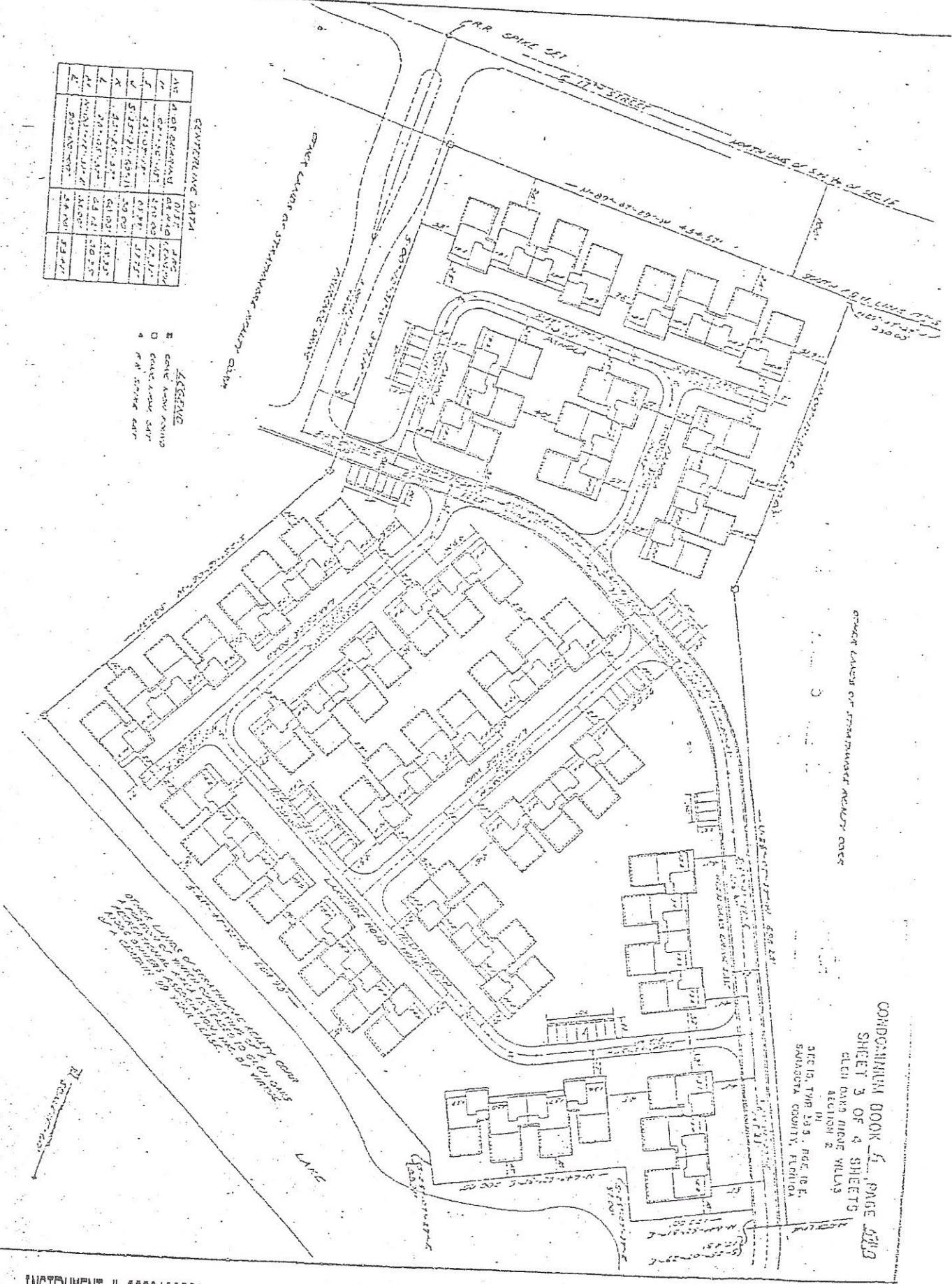






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2	0+10 TO 0+20	01/10/01	W. J. WILSON	
3	0+20 TO 0+30	01/10/01	W. J. WILSON	
4	0+30 TO 0+40	01/10/01	W. J. WILSON	
5	0+40 TO 0+50	01/10/01	W. J. WILSON	
6	0+50 TO 0+60	01/10/01	W. J. WILSON	
7	0+60 TO 0+70	01/10/01	W. J. WILSON	
8	0+70 TO 0+80	01/10/01	W. J. WILSON	
9	0+80 TO 0+90	01/10/01	W. J. WILSON	
10	0+90 TO 1+00	01/10/01	W. J. WILSON	

LEGEND  
 □ CONCRETE DRIVE  
 \* PAVEMENT DRIVE



OWNER LANCE OF STRAIGHTWAY AVENUE CORP

CONDOMINIUM BOOK 5, PAGE 2113  
 SHEET 3 OF 4 SHEETS  
 GLEN OAKS RIDGE VILLAGES  
 SECTION 2  
 SITE 12, TWP 23 S., RGE 10 E.,  
 SANBURY COUNTY, FLORIDA

GLEN OAKS RIDGE NO. 173  
 SULLY, WILLIAMS & WILSON  
 CONSULTING ENGINEERS  
 TAMPA, FLORIDA

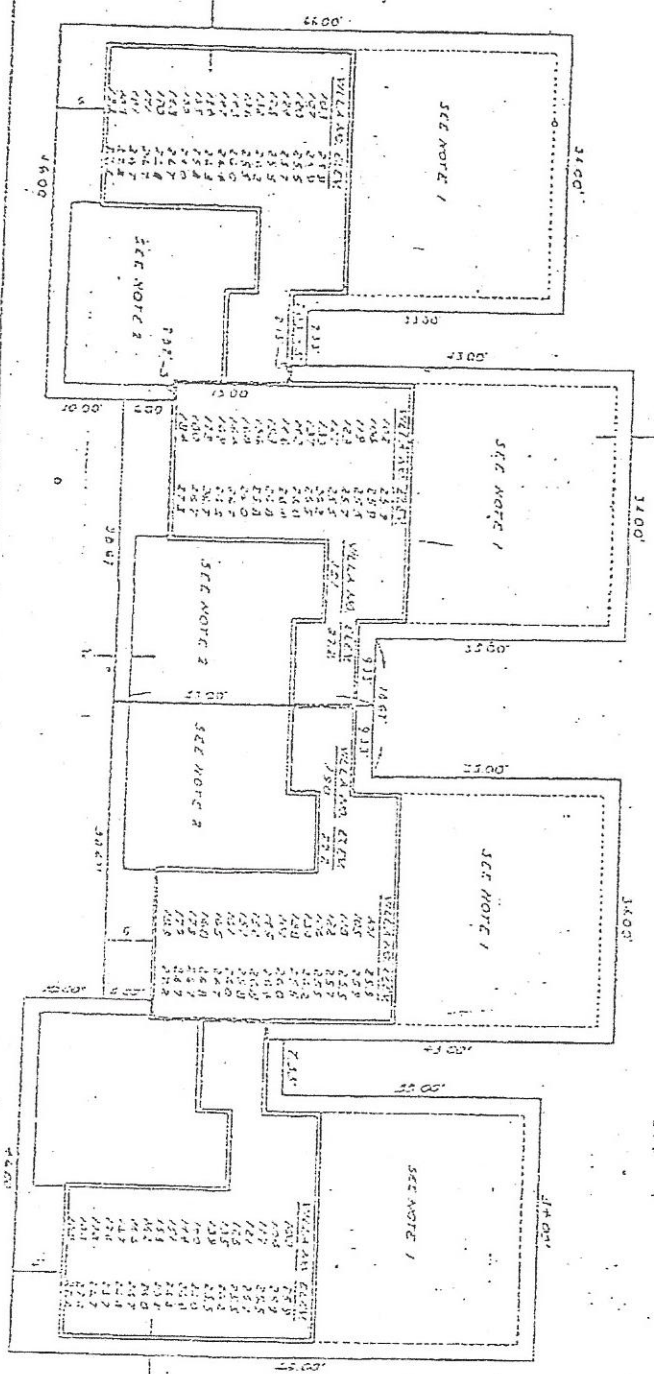
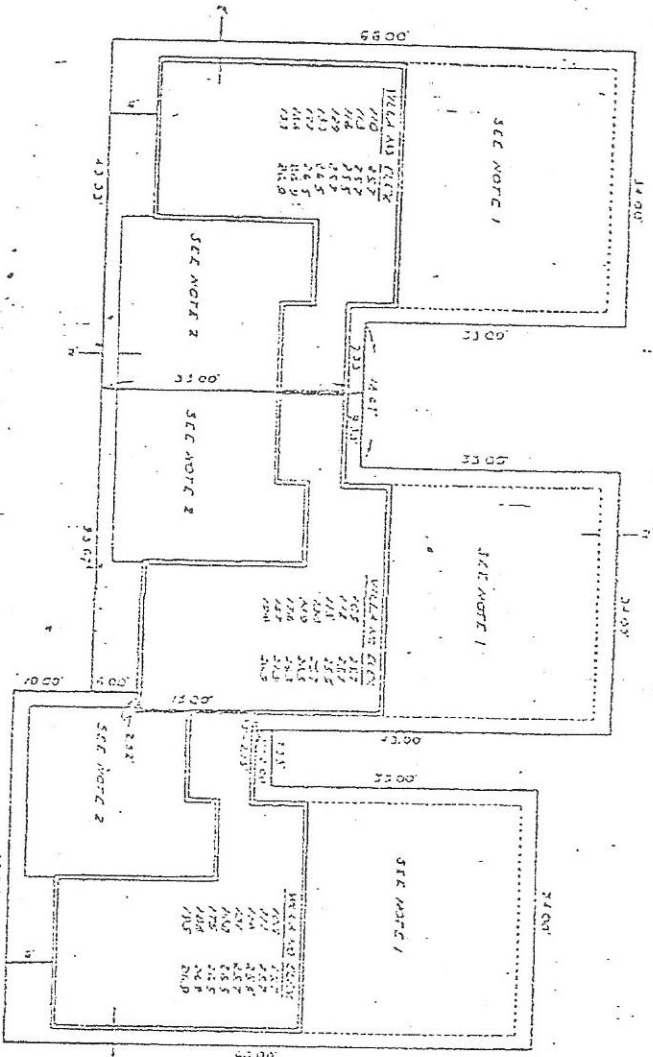
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CONDOMINIUM BOOK, PAGE 509  
SHEET 9 OF 9 SHEETS

CLERK OF THE DISTRICT COURT  
SECTION 2  
CLERK, THE 3d JUDICIAL CIRCUIT  
BARBARA COUNTY, FLORIDA

NOTES

- 1) THIS AREA IS A TYPICAL ROOM AND/OR BATH AREA. IT IS INCLUDED IN THE OWNERSHIP OF THE UNIT TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED AS A SEPARATE UNIT OR TO BE SEVERED AS A SEPARATE UNIT (SEPARATION) FROM THE UNIT TO WHICH IT IS ATTACHED. THE SEPARATION OF THE UNIT FROM THE UNIT TO WHICH IT IS ATTACHED IS NOT TO BE CONSIDERED AS A SEPARATE UNIT OR TO BE SEVERED AS A SEPARATE UNIT (SEPARATION) FROM THE UNIT TO WHICH IT IS ATTACHED.
- 2) THIS AREA IS A TYPICAL GARAGE AND DRIVEWAY. IT IS INCLUDED IN THE OWNERSHIP OF THE UNIT TO WHICH IT IS ATTACHED.
- 3) ALL ELEVATIONS SHOWN ARE BASED ON 1989 SEA LEVEL DATUM (SLD).
- 4) ALL INTERIOR ANGLES OF UNIT BOUNDARIES ARE 90°.



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