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The Plats of this Condominium are recorded in Plat Book 19, at pages 23 through 25, inclusive, Public Records of Pasco County, Florida.

RETURN TO:  
THIS INSTRUMENT PREPARED BY:  
RONALD R. GOLLER, ESQUIRE  
105G Granada Plaza  
3250 U. S. Highway 19 North  
Clearwater, Florida 33515

R

*R. Goller*

DECLARATION OF CONDOMINIUM

OF

VILLAGE WOODS, PHASE I, a Condominium

This Declaration of Condominium made this 4th day of June, 1980, by BEACON HOMES OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "DEVELOPER", for itself and its successors and assigns.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of the real property located in Pasco County, Florida, described in Exhibit "B", attached hereto and by reference made a part hereof, which together with the real property located in Pasco County, Florida, described in Exhibit "C" and Exhibit "D", respectively, attached hereby and by reference made a part hereof, are collectively hereinafter referred to as the "Entire Premises" as described in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, DEVELOPER now desires to create VILLAGE WOODS, PHASE I, a Condominium, by submitting a portion of the Entire Premises, said portion containing the thirty-two (32) condominium units described in Exhibit "E", attached hereto and by reference made a part hereof, together with the improvements to be constructed thereon, to condominium ownership and use pursuant to Chapter 718, Florida Statutes (1979); and

WHEREAS, in the future DEVELOPER may, if it so elects, submit all or part of the remaining lands contained in the Entire Premises, less the lands containing the thirty-two (32) units described in Exhibit "E" attached hereto, together with such improvements as may now or hereafter be constructed thereon, to condominium ownership and use as PHASE II, or PHASE III, or both, by the recording of one (1) or more amendments to this Declaration of Condominium, with respect to the addition of said PHASE II and/or PHASE III to this Condominium; and

WHEREAS, DEVELOPER's reservation of rights to develop VILLAGE WOODS, PHASE II, on the real property as described in Exhibit "C" and VILLAGE WOODS, PHASE III, on the real property as described in Exhibit "D", attached hereto and by reference made a part hereof and to cause them to be operated by the Association; and

WHEREAS, all Exhibits heretofore and hereinafter referred to in this Declaration of Condominium are made a part of this Declaration of Condominium by reference and are incorporated herein as though herein fully set forth.

NOW, THEREFORE, DEVELOPER hereby makes the following Declaration of Condominium:

## I.

SUBMISSION STATEMENT

A. GENERALLY. BEACON HOMES OF FLORIDA, INC., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Pasco County, Florida, as more particularly described and set forth as the condominium property in the Legal Description which is attached hereto as Exhibit "B" and the Survey which is attached hereto as Exhibit "E", together with the improvements thereon contained and not personally owned by unit owners, hereby states and declares that said real property, together with improvements thereon, is submitted to condominium ownership, pursuant to Chapter 718, Florida Statutes (1979), hereinafter referred to as the "Condominium Act", and the provisions of said Condominium Act as it exists as of the date of the recording hereof are hereby incorporated by reference and thereby included herein, and does herewith file for record this Declaration of Condominium.

## II.

DEFINITIONS

A. GENERALLY. As used in this Declaration of Condominium, the By-Laws, and all other Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

1. ASSESSMENT means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit and the unit owner.
2. ASSOCIATION means VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, said Association being the entity responsible for the operation of the Condominium and VILLAGE WOODS, PHASE I, a Condominium, as developed, and VILLAGE WOODS, PHASE II, a Condominium, if developed and VILLAGE WOODS, PHASE III, if developed.
3. BY-LAWS and ARTICLES means the By-Laws and Articles of Incorporation of the Association, as they exist from time to time.
4. CONDOMINIUM means that form of ownership of condominium property under which units are subject to ownership by one (1) or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements, and specifically in this Declaration, shall mean PHASE I and, if developed PHASE II and PHASE III, of VILLAGE WOODS condominiums.
5. CONDOMINIUM ACT means and refers to the Condominium Act of the State of Florida, which is Chapter 718, Florida Statutes (1979), as of the date of this Declaration and not as thereafter amended.
6. CONDOMINIUM DOCUMENTS means this Declaration, the Articles of Incorporation, the By-Laws and all other Exhibits attached hereto, as amended.
7. CONDOMINIUM PARCEL or PARCEL means a unit, together with the undivided share in the common elements which is appurtenant to the unit.
8. CONDOMINIUM PROPERTY means and includes 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.

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF THE  
VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.

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NOTICE IS HEREBY GIVEN in accordance with Article V, Meeting of the Corporation Membership, Section H, Waiver and Consent, of the Association By-Laws, by a vote of sixty-six and two-thirds (66-2/3) of unit owners, and after the unanimous adoption of a resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for Village Woods Condominium Association, Inc., a Condominium, as originally recorded in O.R. Book 1082, Pg. 1952, etc. seq., in the Public Records of Pasco County, Florida, be, and the same is hereby amended as follows:

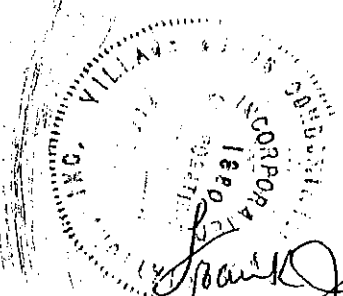
1. The Declaration of Condominium of Village Woods Condominium Association, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium".

IN WITNESS WHEREOF, VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed by its President and Secretary, respectively, in accordance with the authority hereinabove expressed this 18 day of April, 1990.

VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.

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RECORDS INDEX	
01 00 42	9.00
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01 00 42	1.50
10 CASH TOTAL	10.50

By Eugene S. Goss  
President



Frank J. Ruddy  
Secretary / Treasurer

STATE OF FLORIDA)  
COUNTY OF PASCO )

RECORD VERIFIED  
JED PITTMAN  
Clerk Circuit Court, Pasco County

D. Mc Craiker

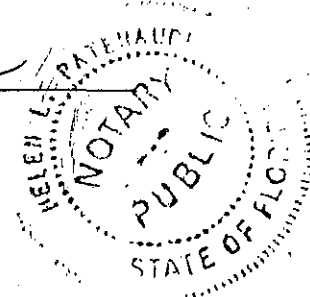
I HEREBY CERTIFY that before me this 18 day of April 1990, personally appeared Eugene S. Goss and Frank J. Ruddy, the President and Secretary respectively of VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and who acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned.

Witness my hand and official seal this 18 of April, 1990.

My Commission Expires:

Helen L. Patenaude  
Notary

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DECEMBER 23, 1993  
BONDED THRU HUCKLEBERRY & ASSOCIATES



SCHEDULE OF AMENDMENTS  
TO THE  
DECLARATION OF CONDOMINIUM  
OF THE  
VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.

(Substantial change to Section: See Article XVIII for present text.)

ARTICLE XVIII  
AGE LIMITATION ON PERMANENT RESIDENTS

Provision of Housing for older persons. After the effective date of this amendment, at least one person fifty-five (55) years of age or older must be an occupant of each unit while any person occupies said unit. Persons under the age of fifty-five (55) and more than sixteen (16) years of age may occupy and reside in a unit as long as at least one of the occupants is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of sixteen (16) can be a permanent resident. "Permanent" means any person who shall occupy and/or use a unit for thirty (30) or more consecutive calendar days or for forty-five (45) or more non-consecutive calendar days in any three hundred sixty-five (365) day period, which period shall commence with such person's first day of occupancy or use of such unit. The Board of Directors shall have the authority to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988. The Board of Directors shall have the power to make hardship exceptions to this provision in the event of death or disability of the owner of a unit, so long as not less than eighty (80%) percent of the units in the Condominium are occupied in accordance with the criteria contained herein. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times and to establish policies in order to comply with the requirements of the Fair Housing Amendments Act of 1988. This provision shall not require a change in occupancy by persons in residence or owners of units prior to the effective date hereof. A corporation may own or lease an Apartment, provided that it has been approved in the same manner that any other prospective purchaser or lessee must be approved under this Declaration and provided further that the use of the Apartment shall be in conformance with all use restrictions set forth in this Section and all other terms of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations of the Condominium.

VILLAGE WOODS, PHASES I & II  
A Condominium

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

SCHEDULE OF AMENDMENTS  
TO THE  
DECLARATION OF CONDOMINIUM  
OF THE  
VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.

(Substantial change to Section: See Article XVIII for present text.)

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VILLAGE WOODS, PHASES I & II  
A CONDOMINIUM

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## SUMMARY

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATION CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE PURCHASE CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING, PURSUANT TO THE PURCHASE CONTRACT, MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST.

MEMBERSHIP IN THE ASSOCIATION WHICH IS THE OWNER OF THE COMMON RECREATIONAL FACILITIES IS MANDATORY FOR UNIT OWNERS. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT AND OTHER COSTS AND CHARGES OF AND FOR THE COMMON RECREATIONAL FACILITIES TO THE ASSOCIATION.

THERE IS A LIEN OR LIEN RIGHTS AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

THE DEVELOPER'S PRINCIPAL PLAN IS TO SELL UNITS AND TO TRANSFER FEE SIMPLE TITLE TO THE PURCHASERS THEREOF; HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO LEASE UNITS.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH PASCO PROFESSIONAL MAINTENANCE COMPANY.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

VILLAGE WOODS, PHASE I, IS A PART OF A PHASE PROJECT INITIATED UNDER THE PROVISIONS OF SECTION 718.403, FLORIDA STATUTES.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND, IF NOT UNDERSTOOD, PROSPECTIVE PURCHASERS SHOULD SEEK LEGAL ADVICE.

A. Name and Location.

The name of Phase I of the Condominium is VILLAGE WOODS, I, a Condominium. The location of Phase I of the Condominium is set forth in the legal description contained in Exhibit "B" to the Declaration of Condominium which Exhibit is contained at page (40) of this Prospectus, and the street address shall be Village Woods Drive, Pasco County, Florida. The name of Phase II of the Condominium is VILLAGE WOODS, PHASE II, a Condominium. The location of Phase II of the Condominium is fully set forth in the legal description contained in Exhibit "C" to the Declaration of Condominium, which Exhibit is contained at page (42) of this Prospectus and the street address shall be Village Woods Drive, Pasco County, Florida. The name of Phase III of the Condominium is VILLAGE WOODS, PHASE III, a Condominium. The location of Phase III of the Condominium is fully set forth in the legal description contained in Exhibit "D" to the Declaration of Condominium, which Exhibit is contained at page (44) of this Prospectus and the street address shall be Village Woods Drive, Pasco County, Florida.

B. Description of Condominium.

1. Generally. VILLAGE WOODS, PHASE I, when completed will consist of 5.699 acres of land including street, easements and thirty-two (32) units in aggregate. VILLAGE WOODS, PHASE II, when completed will consist of 9.183 acres of land including streets, easements and fifty-six (56) units in aggregate. VILLAGE WOODS, PHASE III, when completed will consist of 8.507 acres of land including streets, easements and sixty-four (64) units in aggregate. At closing, each unit will be conveyed to the purchaser, which unit will be substantially shown in the Exhibit "V", at page (110) of this Prospectus. The models being offered by the Developer are located at or on the Condominium property in Pasco County, Florida.

2. Location of Surveys. The Units are identified by an identifying letter as to the unit and number as to the building and reference should be made to the survey Exhibits, said Exhibits being Exhibits "E", "F" and "G", and commencing at page (46) of this Prospectus.

3. Completion Date. It is estimated by the Developer that the latest date of completion for the sale and closing of all condominium units in PHASE I is December 31, 1983. It is estimated by the Developer that the latest date of completion for the sale and closing of all condominium units in PHASE II is December 31, 1984. It is estimated by the Developer that the latest date of completion for the sale and closing of all condominium units in PHASE III is December 31, 1985.

C. Maximum Units Using Facilities in Common.

The Condominium consists of a maximum of one hundred fifty-two (152) condominium units. These one hundred fifty-two (152) units will be entitled to the joint, non-exclusive use of the common areas by PHASE I which will have a maximum of thirty-two (32) units and PHASE II, which, if created, will have a maximum of fifty-six (56) units and PHASE III, which if created, will have a maximum of sixty-four (64) units. The maximum number of units in all Phases which may be served by the common areas in common with the thirty-two (32) units contained in VILLAGE WOODS, PHASE I, shall not be more than one hundred fifty-two (152) condominium units in aggregate.

D. Interest Conveyed.

THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST.

E. Lease of Units.

THE DEVELOPER'S PRINCIPAL PLAN IS TO SELL UNITS AND TO TRANSFER FEE SIMPLE TITLE TO THE PURCHASERS THEREOF; HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO LEASE UNITS.

32  
56  
64  
152

F. Management of the Association and Maintenance and Operation of the Condominium and Common Recreational Facilities.

Developer has entered into a Management Contract with Pasco Professional Maintenance Company, a Florida corporation, whereby the Management Company will have the exclusive right to manage the condominium and the Association pursuant to the Declaration of Condominium and other applicable documents contained in this Prospectus. Pursuant to that Agreement, the Management will assume the ministerial functions of the management and operational duties of the Association and will hire and supervise all persons necessary to maintain and operate the condominium, repair and maintain the property, enter into contracts for services, operate the recreational facilities, maintain the Association's financial books, records and accounts and take all action that may be necessary to comply with the laws and regulations of the appropriate governmental authorities. The Management Contract is for an initial term of less than one (1) year, ending December 31, 1980, and shall be renewed automatically for additional thirty-six (36) month terms unless written notice is given by one (1) of the parties ninety (90) days prior to the next renewal date. As compensation for its services, the Management Company will receive a fee of Six and 50/100 Dollars (\$6.50) per month for each unit. The Management Company is associated and controlled by the Developer. THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH PASCO PROFESSIONAL MAINTENANCE COMPANY. A copy of the Management Contract may be found commencing at page (90) of this Prospectus.

G. Developer Control.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. The provisions relating to such control by the Developer may be found at page (22) of the Declaration of Condominium.

H. Restrictions on Transfer of Units.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. The provisions relating to such restrictions and controls on the sale, lease or transfer of Units may be found at page (13) of the Declaration of Condominium.

I. Phase Project.

VILLAGE WOODS, PHASE I, IS A PART OF A PHASE PROJECT INITIATED UNDER THE PROVISIONS OF SECTION 718.403, FLORIDA STATUTES.

J. Restrictions on the Use of Units.

Restrictions on the use of condominium units may be found at page (18) of the Declaration of Condominium. In summary, these provisions restrict the use of the condominium units as follows:

1. Units shall be used for residential purposes only and may be occupied only by the owner or lessee, his family, servants and guests. Only one (1) residence may be built on each condominium unit and no accessory buildings are permitted.
2. No nuisances shall be permitted.
3. No immoral, improper, offensive or unlawful use is permitted.
4. Restrictions concerning fences, hedges, clothes-pole, exterior radio and TV antennas, parking and signs are contained in the Declaration of Condominium.
5. No use which will increase the cost of insurance on the condominium property is permitted.

6. No modification of the exterior of a unit shall be allowed without written consent of the Association. Restrictions are also imposed concerning the exterior painting and decoration of a unit.
7. Permanent residents must be sixteen (16) years of age or older in order to occupy the condominium property, unless this restriction is held to be contrary to any law or regulation of the State of Florida or the United States of America.

K. Easements.

The Condominium is subject to easements for ingress and egress for pedestrians and for vehicular purposes and easements for utility service and drainage and reference should be made to page 21 of the Declaration of Condominium and to the Survey Exhibits, being Exhibits "E", "F" and "G" to the Declaration of Condominium, wherein certain easement rights have been reserved unto the Developer its successors and assigns, or have been granted to governmental divisions or entities, or surrounding or adjoining lands.

L. Utilities.

1. Water. Water is provided to the condominium by Pasco County.
2. Sanitary Sewer Service. Sanitary sewer service is provided to the condominium by Pasco County.
3. Electricity. Electricity is provided to the condominium by Withlacoochee River Electric Cooperative, Inc.
4. Telephone. Telephone service is provided to the condominium by General Telephone Company.
5. Garbage and Trash Removal. Garbage and trash removal will be provided by Waste Aid.
6. Storm Drainage. Storm Drainage will be provided by on site catch basins and a drainage system constructed in accordance with the applicable building codes and requirements of the appropriate County or other governmental agencies.

M. Common Expenses and Common Elements.

Each unit is obligated to pay a percentage of the common expenses. That percentage is set forth as a fractional amount and reference should be made to Articles V and VII of the Declaration of Condominium, being contained in pages 6 through 9 thereof, and the survey Exhibits attached thereto, for information concerning the common expenses, common surplus and ownership of the common elements of the condominiums.

N. Estimated Operating Budget.

1. The estimated operating budget for the Condominium may be found commencing at page (108) of this Prospectus. Because actual expenditures may differ from year to year, the attached budget should not be considered as a representation that the budget for any period of operation will not vary from the amounts stated or that the Association will not incur additional expenses or that the Board of Directors or Management Firm will

not provide for additional working capital or for reserves or other sums not reflected in said budget. The common expenses reflected in the budget will not include any charges for utilities that are individually metered to each condominium unit and consumed therein, nor will the common expenses include any charges for alterations, repairs, painting or maintenance within the interior of any condominium units. Said common expenses do not include any costs that are not provided for nor contemplated by the condominium documents, including, but not limited to, private telephone costs, costs of maid or janitorial services privately contracted for by the unit owners, insurance premiums for each unit, and like personal expenses of an individual unit owner.

2. The Association shall collect the funds required to pay the expenses set forth in the estimated budget from the unit owners by assessments and said assessments shall be assessed against each unit owner. Based on the foregoing estimated budget, each unit owner will be assessed by the Association in the amount of

3. DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

O. Estimated Closing Expenses.

The actual closing costs to be paid by each purchaser of a unit in the Condominium will depend on the purchase price of the unit and upon other factors, including whether a purchase is financed by a mortgage. If said purchase is financed by a mortgage, the purchaser will be obligated to pay all expenses incurred in obtaining the mortgage financing for the acquisition of his unit. At closing the purchaser of a unit will also be obligated to pay the Florida documentary stamps for the Deed at the rate of Forty Cents (\$.40) for each One Hundred Dollars (\$100.00) of the purchase price and the costs of recording the Deed at the rate of Four Dollars (\$4.00) for the first page and Three (\$3.00) for each page other than the first page. Upon closing of the title to the common expenses assessed against his unit for the month in which title passes. Purchaser will also be obligated to pay any expenses incurred by the said purchaser for attorney's fees, abstracting expenses or title insurance relating to the acquisition of his unit. Taxes for the year will be prorated at the date of closing. DEVELOPER may, at its exclusive election without any obligation to do so, waive and/or pay any or all closing costs or any portion thereof which are otherwise required to be paid by Buyer as hereto set forth.

P. The Developer.

To date Beacon Homes of Florida, Inc., has completed and sold more than 5,000 homes and condominium units in Pasco and Pinel Counties in communities like Beacon Hill, Beacon Square, Beacon Gardens, Beacon Groves and Beacon Woods.

Clyde Hoeldtke, Jr., Chairman of the Board of the developer is a 3rd generation Florida builder and ranks among the industry's most respected. Upon graduation from Wayne State University, in 19 he joined his grandfather and uncle, both builders, in Florida. Mr. Hoeldtke's scholastic credits include graduation from Detroit Bible College where he is now a member of the Board of Directors. Mr. Hoeldtke, father of two, is deeply concerned with religious education and devotes many of his talents and resources in furthering the education work of his church, at the national level.

Q. Civic Association Membership and Recreation Facilities.

Every member of the Condominium Association is also a member of the Beacon Woods Civic Association, Inc., which is a general civic association for the entire community area known as "Beacon Woods". Each unit shall be assessed a maximum of Nine Dollars (\$9.00) per month by the Condominium Association for the Unit's monthly dues to the Civic Association. The Civic Association provides for its members certain recreational facilities including a swimming pool, club house, cabanas, shuffle board and tennis courts and parking areas. These facilities are graphically described in Exhibit "N-1" at page (64) of the Prospectus.

R. Proposed Sales Contract and Deed.

A copy of the form of contract for sale and purchase which the Developer proposes to use in the sale of units in this condominium may be found at page (105) of this Prospectus. A copy of the form of Warranty Deed the Developer proposes to use to convey units may be found at page (107) of this Prospectus.

S. Exhibits.

This Prospectus has no separate exhibits. All documents required by Chapter 718, Florida Statutes, are included herein as part of the Prospectus.

9. COMMON ELEMENTS means the portions of the Condominium property not included in the units. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

10. COMMON EXPENSES means the expenses for which the unit owners are liable to the Association.

11. COMMON SURPLUS means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of common expenses.

12. DECLARATION or DECLARATION OF CONDOMINIUM means this instrument and any amendments thereto that may be recorded from time to time.

13. DEVELOPER means BEACON HOMES OF FLORIDA, INC., a Florida corporation, its successors and assigns.

14. INSTITUTIONAL MORTGAGEE means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender. An individual mortgage on a unit may be placed through a mortgage or title company, which shall be deemed an institutional mortgage for the purposes hereof.

15. 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.

16. MANAGEMENT AGREEMENT means and refers to that certain Agreement attached to this Declaration and by reference made a part hereof as Exhibit "Q", which provides for the management of the condominium property and the common recreational facilities, or any subsequent or substitute agreements of similar nature.

17. MANAGEMENT FIRM means and refers to PASCO PROFESSIONAL MAINTENANCE COMPANY, INC., a Florida corporation, or any other third party contracted with to manage the Condominium pursuant to Section E of Article XI of the Articles of Incorporation of the Association. The Management Firm shall be responsible for the management of the condominium property and the common recreational facilities, as provided in the Management Agreement as heretofore defined.

18. OCCUPANT means the person or persons in possession of a unit, including the unit owner or their family, lessee, invitee, licensee, agent, servant or guest.

19. PHASE means any condominium which has been or shall be developed as a portion of VILLAGE WOODS on the real property described in Exhibit "A" of this Declaration and operated by the Association, as heretofore defined, and shall be designated and identified, respectively, by successive Roman numerals, commencing with "I".

20. PHASE I means the condominium created by this Declaration of Condominium, together with all the Exhibits and amendments hereto, with a maximum of thirty-two (32) units.

21. PHASE II means the condominium which may be created in the future, by virtue of the rights reserved to DEVELOPER on the parcel of real property described in Exhibit "D", attached hereto and by reference made a part hereof, with a maximum of fifty-six (56) units.



22. PHASE III means the condominium which may be created in the future, by virtue of the rights reserved to DEVELOPER on the parcel of real property described in Exhibit "C", attached hereto and by reference made a part hereof, with a maximum of sixty-four (64) units.

23. TIME-SHARE ESTATE. Any interest in a unit under which the exclusive right of use, possession, or occupancy of the unit circulates among the various owners of time-share estates in such unit in accordance with a fixed time schedule on a periodically recurring basis for a period of time established by such schedule.

24. UNIT or CONDOMINIUM UNIT means a unit as defined in the Condominium Act, referring hereto to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit "E" for PHASE I and as may hereinafter be attached as Exhibit "F" for PHASE II and/or Exhibit "G" for PHASE III. The physical boundaries of each unit are as delineated in the Survey(s) aforescribed and are as more particularly described in ARTICLE IV and ARTICLE XIX of this Declaration.

25. UNIT OWNER or GROUP OF OWNERS or OWNER OF A UNIT or OWNERS means the owner or group of owners of a single condominium unit and the use of the singular form "owner" shall include the plural "owners", unless the context otherwise requires.

26. OTHER DEFINITIONS. Unless otherwise defined in this Declaration or its Exhibits or the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to each of said terms by Section 718.03, Florida Statutes (1979), as said Section exists as of the date of this Declaration.

### III.

#### NAME

A. NAME. The name by which this Condominium is to be identified is VILLAGE WOODS, PHASE I, a Condominium.

### IV.

#### SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTIFICATION OF UNITS

A. SURVEY. Exhibit "E" contains a Survey of the land, and a plat, and together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and each unit of PHASE I. Exhibit "F", when and if recorded, shall contain a Survey of the land, and a plat, and together with this Declaration, they shall be in sufficient detail to identify the location, dimensions and size of the common elements and each unit in PHASE II. Exhibit "G", when and if recorded, shall contain a Survey of the land, and a plat, and together with this Declaration, they shall be in sufficient detail to identify the location, dimensions and size of the common elements and each unit in PHASE III. Any and all legends and notes contained within said Exhibit "E", Exhibit "F" and Exhibit "G" are incorporated herein and are made a part hereof by reference, whether recorded herewith or as a subsequent amendment hereto.

B. UNITS. The condominium property consists essentially of all units and other improvements as set forth in Exhibit "E", subject to the addition thereto of the property, units and other improvements set forth in Exhibit "F" and Exhibit "G", respectively.

For the purposes of identification, all the units located in PHASE I, PHASE II and PHASE III shall be given identifying numbers or letters, or both, on the Surveys heretofore described as Exhibit "E", Exhibit "F" and Exhibit "G". No unit in any Phase shall bear the same identifying numbers or letters or both, as does any other unit. The aforesaid identifying numbers and/or letters as to the unit are also the identifying numbers as to the parcel of which the unit is a part.

C. UNIT BOUNDARIES. Each unit shall include that part of the condominium property which lies within the boundaries of the unit, which boundaries shall be determined as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of each unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary. The upper boundary shall be the horizontal plane of the lower surface of the ceiling slab.

(b) Lower Boundary. The lower boundary shall be the horizontal plane of the lower surfaces of the floor slab.

2. Perimetrical Boundaries. The perimetrical boundaries of each unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls. As to exterior building walls, such boundary shall be the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the building bounding the unit and fixtures thereon to a point where such walls are intersected by a common interior building wall as hereinafter described; provided, however, that when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor units, such boundaries shall include the terraces serving such units.

(b) Common Interior Building Walls. As to interior building walls which are in common with two (2) or more units, such boundary shall be the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(1) When walls between units are of varying thickness, or about a column of shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half (1/2) the thickness of the thinner wall, and the boundary line shall thence run at a right angle to the plane of the center line of the thicker wall.

D. AMENDMENT OF DECLARATION ADDING PHASES. Any other provision of this Declaration to the contrary notwithstanding, the following provisions and terms shall apply to the adding of additional Phases to this Condominium:

1. Addition of Phases. Notwithstanding anything to the contrary contained in the provisions of Section 718.110, Florida Statutes (1979), the DEVELOPER, pursuant to the terms of this Declaration and Section 718.403(6), Florida Statutes (1979), expressly reserves the right to amend this Declaration so as to submit to condominium ownership the additional Phases set forth in this Declaration together with improvements thereon as a part of this Condominium without consent thereto by the ASSOCIATION or unit owners other than the DEVELOPER.

2. Declaration Amendments. The DEVELOPER may amend this Declaration as aforescribed by filing an amendment of this Declaration among the Public Records of Pasco County, Florida, which amendment shall describe and submit the land being submitted to condominium ownership, and which amendment shall have attached thereto such certificates, surveys, plans and sketches as are required by the Chapter 718, Florida Statutes (1979). Such amendments need be executed and acknowledged only by DEVELOPER and need be executed and acknowledged only by DEVELOPER and need not be approved by the ASSOCIATION, unit owners, or lienors or mortgagees of units of the Condominium whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and permanent financing on any of the properties of the DEVELOPER which hereby have been submitted to condominium ownership, then only in that event shall it be mandatory for the DEVELOPER to obtain a joinder from said recognized lending institution to the amendments as provided for herein.

3. Additional Phases Not Mandatory. Nothing contained in this Declaration shall require the DEVELOPER to submit any additional Phases to condominium ownership.

4. Developer's Right to Modify Phases. The DEVELOPER retains the right to modify the legal descriptions, as set forth in Exhibit "C" and/or Exhibit "D" of this Declaration and any plot plans therefor, of the additional Phases prior to submitting the same to condominium ownership. In the event modification of the legal description or plot plan of the additional Phases becomes necessary, in the DEVELOPER's sole opinion, the DEVELOPER shall have the right to amend the Declaration to correspond with the modified plot plans or legal descriptions and any such modification shall be binding upon the owners of all units previously submitted to condominium ownership.

5. Limitations on Developer. Notwithstanding the foregoing provisions of this Section D of this Article IV, the DEVELOPER shall not modify or alter any present or proposed Phases of this Condominium which would:

(a) Increase the square footage of the Entire Premises as described in Exhibit "A" to this Declaration by more than twenty-five percent (25%) of that originally set forth in said Exhibit "A".

(b) Increase the aggregate number of condominium units within all phases of this Condominium beyond the maximum of one hundred fifty-two (152) units.

E. COMPLETION DATE. Every Phase of this Condominium shall, upon dedication to the condominium form of ownership as provided for in this Declaration, be completed not later than December 31, 1985.

V.

OWNERSHIP OF COMMON ELEMENTS  
AND TIME-SHARE ESTATES

A. UNIT'S INTEREST. The undivided interest in the common elements and common surplus which is appurtenant to each unit in

VILLAGE WOOD's condominiums shall be as determined by the following computations:

1. Upon the recording of this Declaration, each unit in PHASE I shall have an undivided interest in the ownership of the common elements and the common surplus equal to a fraction the numerator of which shall be one (1) and the denominator of which shall be the aggregate number of units in PHASE I.

2. Upon the recording of an amendment to this Declaration adding PHASE II to this Condominium, the undivided interest in the ownership of the common elements and the common surplus of each unit of all existing phases of this Condominium including said PHASE II shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total aggregate number of units in all phases of the Condominium, including said PHASE II, which are then in existence.

3. Upon the recording of an amendment to this Declaration adding PHASE III to this Condominium, the undivided interest in the ownership of the common elements and the common surplus of each unit of all existing phases of the Condominium including said PHASE III shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total aggregate number of units in all phases of the Condominium, including said PHASE III, which are then in existence.

4. For purposes of example and clarification only of Paragraphs 1, 2 and 3 of this Section A, the method for determining a unit's interest in common elements and common surplus would be determined in the following manner. Upon the recording of the Declaration for PHASE I, if there are thirty-two (32) units in said PHASE I, and no other phases exist, then the interest of each unit shall be one-thirty-second (1/32). In the event PHASE I exists as aforesaid and PHASE II is subsequently added by amendment to this Declaration and PHASE II contains its maximum of fifty-six (56) units, then the interest of all units in PHASE I and PHASE II shall be one/eighty-eighth (1/88). In no event shall the sum of the numerators at any time be less than the exact number of the denominator so that at all times there shall be vested in the unit owners one hundred percent (100%) of all the interest in the common elements and common surplus of the Condominium.

B. UNIFICATION. The fee title to each condominium parcel shall include both the condominium unit and the above undivided interest in the common elements, as set forth in Section A of this Article V, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to the unit shall be null and void.

C. TIME-SHARE ESTATES. No time-share estates may be created with respect to any unit in any phase of VILLAGE WOODS condominiums

## VI.

### VOTING RIGHTS

A. VOTING MEMBER. There shall be one (1) person with respect to each unit in each phase which is operated by the Association who shall be entitled to vote at any meeting of the Association and such person shall be known, and is hereinafter referred to, as a "Voting Member". If a unit is owned by more than one (1) person, the owner

of said unit shall designate one (1) of them as the Voting Member, or in the case of a corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

B. VOTE INDIVISIBLE. On all matters as to which the owner or owners of a unit are entitled to vote, there shall be only one (1) vote for each unit. The vote of a condominium unit is not divisible.

C. STATUTORY REFERENCE. Whenever in Chapter 718, Florida Statutes (1979), the term member, members, unit owner, unit owners, owner, owners or similar term is used with reference to percentages or fractions necessary for voting upon, passing or defeating any particular issue or matter, such term, unless otherwise specifically provided to the contrary in express language by Chapter 718, Florida Statutes (1979), or current ruling case law on point, or this Declaration or Exhibits hereto, shall be and be construed to mean Voting Member as defined in Section A of this Article VI.

## VII.

### COMMON EXPENSES AND COMMON SURPLUS

A. UNIT'S SHARE. The common expenses of the Condominium, including the obligation of each unit owner under the Management Agreement attached to this Declaration, shall be shared by the unit owners as specified and set forth in the same proportions as the units' respective undivided interest in the common elements as set forth in Section A of Article V of this Declaration. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcel, its location, or the square footage included in the condominium unit.

B. PRE-PHASE II AND PHASE III PLAN. Prior to the amendment of this Declaration adding PHASE II and/or PHASE III to the Condominium, all expenses of the Association, including expenses for the common elements, shall be common expenses of PHASE I only.

C. POST PHASE II PLAN. At and after such time, if ever, that PHASE II shall have been added to this Condominium by the amendment of this Declaration and one (1) or more unit thereof shall have been sold or closed by DEVELOPER, the expenses of the Association shall be apportioned to the unit owners in all then existing phases pursuant to Section A of this Article VI.

D. POST PHASE III PLAN. At and after such time, if ever, that PHASE III shall have been added to this Condominium by the amendment of this Declaration and one (1) or more unit thereof shall have been sold or closed by DEVELOPER, the expenses of the Association shall be apportioned to the unit owners in all then existing phases pursuant to Section A of this Article VI.

E. CREATION OF SURPLUS. Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their share in the common expenses.

F. COMMENCEMENT OF ASSESSMENT OBLIGATIONS. Any other provision of this Declaration to the contrary notwithstanding, no unit in any phase of this Condominium shall be liable for or have levied against it assessments, either general or special, or charges of any other nature by the Association, regardless of who may hold title to such unit, until such time as there has been issued by the necessary governmental agencies or authorities a certificate of occupancy or similar document which, upon its issuance, authorizes the occupancy and use of the unit as a residential structure. This provision shall apply on an individual unit basis and the certification of one (1) unit in a building containing more than one (1) unit shall not be deemed to have any effect on other units within said building.

G. CIVIC ASSOCIATION. Every member of the Association shall be a member of the BEACON WOODS CIVIC ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as "Civic Association". The Association shall pay to the Civic Association monthly membership fees which shall be determined by multiplying the number of units subject to assessment under Section F of this Article times the then current membership charge made by the Civic Association upon its other members. All such membership fees to be paid by Association to Civic Association are hereby declared and deemed to be a common expense of the Condominium. This Section G shall not be amended without the express written consent and joint approval of the Civic Association.

H. RECORDS AND ACCOUNTING. At such time as this phase and any additional phases are completed and the necessary amendment or amendments to this Declaration with respect thereto shall be recorded, naming the Association as their managing entity, books and records shall be maintained by the Association as follows:

1. General. Memorandum books and records shall reflect general operating expenses and Association expenses and all revenues collected.

2. Contents. All said accounting records shall be maintained by the Association in accordance with good accounting practices and shall include a record of all receipts and expenditures and an account for each unit which shall designate the name and unit designation or address of the unit owner, the amount of each assessment, the dates and amounts in which assessments come due, the amount paid upon account and the balance due.

## VIII.

### METHOD OF AMENDMENT OF DECLARATION

A. GENERALLY. Except as specifically provided in other provisions of this Declaration, this Declaration may be amended at any regular or special meeting of the unit owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than two-thirds (2/3) of the total vote of the Voting Members of the Association.

B. METHODS AND CONTENTS. All amendments shall be recorded and certified as required by the Condominium Act. No amendment shall change any condominium parcel or unit's proportionate share of the common expenses or common surplus or the voting rights appurtenant to any unit, unless the record owners of all the units affected by such amendment and all Institutional Mortgagees of record thereof shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record affected by such Amendment, nor shall the provisions of Sections B and D of Article XIII of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

C. EFFECT UPON DEVELOPER. Notwithstanding the foregoing provisions of this Article VIII, no amendment to this Declaration or Exhibit thereto shall change any rights or privileges of DEVELOPER without DEVELOPER'S written approval.

D. ADDING PHASES, ETC. DEVELOPER reserves the exclusive right, without the joinder or consent of any present or future unit owners or voting members, to amend this Declaration for the purposes of adding Phase II and/or Phase III to the Condominium and to file, by amendment or otherwise, such surveyor's amended certificates as may be required for any Phase or portion thereof to comply with Section 718.104(4)(e), Florida Statutes (1979), as amended from time to time.

## IX.

### BY-LAWS

A. EFFECT. The operation of the condominium property shall be governed by the By-Laws of the Association, which are set forth in Exhibit "P", attached hereto and by reference made a part here

B. AMENDMENT. No modification or amendment of the By-Laws of said Association shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment of said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel or which would change the provisions of the By-Laws with respect to Institutional Mortgagees of record. No amendment shall change the rights or privileges of DEVELOPER without DEVELOPER's written consent.

X.

ASSOCIATION

A. GENERALLY. The operating entity of the Condominium shall be VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is responsible for the operation of the condominium property and Association property. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and the Articles of Incorporation of the Association, a copy of said Articles of Incorporation being Exhibit "O" attached hereto and by reference made a part hereof, and all of the powers and duties necessary to operate the condominium, as set forth in this Declaration, the Articles of Incorporation and the By-Laws, as they are now or may be amended from time to time.

B. OTHER PHASES. In the event that PHASE II and/or PHASE III has been or is created by DEVELOPER and made a part of this Association, this Association shall also be the Association for said additional Phase or Phases.

C. EFFECT OF DOCUMENTS ON OWNERS. Every owner of a condominium parcel, whether the title has been acquired by purchase, gift, conveyance, transfer by operation of law, or otherwise, and every lessee, invitee, licensee, agent, servant, guest and family member of any owner shall be bound by the By-Laws and Articles of Incorporation of said Association, the provisions of this Declaration, the Management Agreement and all rules and regulations passed by the Association in accordance with its authority to adopt such rules and regulations.

XI.

MAINTENANCE, ALTERATION AND IMPROVEMENT

A. GENERALLY. The responsibility for the maintenance of the condominium property and the Association property, and restrictions upon the alterations and improvements thereon, shall be as follows:

1. Units.

(a) Lawn Maintenance and Spraying. The Association shall maintain and care for all lawns within the condominium property and the parcels. There is hereby reserved in favor of the Association the right to enter over, through and upon all the condominium property for the purpose of maintaining and caring for the lawns located thereon. Each unit and its owner is hereby made liable to the Association for a prorata share, as a common expense, of the reasonable cost of all such maintenance and care from time to time performed by the Association. The phrase "maintenance and care" within the meaning of this Subsection (a) shall include mowing, edging, fertilizing and spraying of lawns. Each unit and its owner shall be further liable to the Association for

a prorata share, as a common expense, of the reasonable cost of replacement of sod, if required, as shall be determined from time to time by the Association in its sole discretion, upon any of the condominium property including the cost of replacing of sod upon the owner's unit. In the exercise of its discretion in this regard, the Association shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spots or dead grass and uniform in texture and appearance with surrounding lawns in the Condominium.

(b) Exterior Maintenance of Buildings. The exterior of all units in the Condominium shall be maintained on a periodic basis by the Association. There is hereby reserved in favor of the Association the right to enter upon all the units and all improvements located thereon, including, but not limited to, residence buildings, for the purpose of conducting a periodic program of exterior maintenance which maintenance shall include, but shall not be limited to, repairing of exterior walls, shutters, trim, eaves, roofs or any portion of the foregoing. That time when such maintenance shall be done and the extent thereof shall be determined by the Association in its sole discretion. Each unit and its owner is hereby made liable to the Association for a prorata share, as a common expense, of the reasonable cost of the conduct of such periodic maintenance from time to time performed by the Association. The Association shall not be responsible for repairing or replacing any improvement, building or structure which in the Association's opinion shall have been destroyed, nor shall the Association be responsible for maintenance beyond the exterior surfaces of buildings constructed by DEVELOPER on the unit, any and all other such maintenance and any repairs being the sole responsibility of the unit owner.

(c) Private Road, Driveway and Paved Areas. The Association shall be responsible for the maintenance and repair of all private streets, driveways and paved areas located upon the condominium property. There is hereby reserved in favor of the Association the right to enter upon any and all parts of the condominium property and units for such purposes. Each unit and its owner is hereby made liable to the Association for a prorata share, as a common expense, of the reasonable cost of all such maintenance and repair.

(d) Damages Caused by Unit Owners, Etc. Should the maintenance, repair or replacement provided for in Subsection (a) through (c), inclusive, of this Subsection 1 be caused by the negligence or misuse, intentional or otherwise, of or by a unit owner, or any lessee, invitee, licensee, agent, servant, guest or family member of any unit owner, said unit owner shall be responsible to the Association for all costs incurred in said maintenance, repair or replacement and the Association shall have the right to a lien against the unit and the owner thereof for the costs of such maintenance, repair or replacement, said lien to be of the same nature and have the same force and effect as a lien created hereunder and under the Chapter 718, Florida Statutes (1979), for delinquent assessments.

(e) Assessments. All charges made to provide for funds for the Association to perform the functions described in this Article XI shall be assessed against each unit and its owners according to the provisions of this Declaration concerning assessments.

(f) Owner's Maintenance Responsibilities. The responsibility of the unit owner shall be to maintain, repair and



replace, at their sole expense, all portions of their unit except the portions to be maintained, repaired and replaced by the Association; and to promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

## 2. Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense of the Condominium.

(b) Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvements of the real property constituting the common elements without prior approval in writing by the voting members of the units to which are attributed not less than seventy-five percent (75%) of the common elements as provided by the By-Laws. Disapproval or failure of a voting member, owner or owners to approve any or all alteration or improvements approved by the Voting Members of the units to which are attributed at least seventy-five percent (75%) of the common elements shall not relieve such owner or owners of their respective shares of the cost thereof.

## XII.

### ASSESSMENTS

A. GENERALLY. The Board of Directors shall, with the assistance of the Management Firm, fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the condominium property, and such other sums as are specifically provided for in this Declaration, By-Laws and all other Exhibits attached hereto, for such period of time as provided in the Management Agreement and any subsequent or substitute agreement of similar nature. The Association, through its Board of Directors, shall have the sole power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the condominium property and such other assessments as are specifically provided for in this Declaration, By-Laws and all other Exhibits attached hereto, but may be assisted in the determination thereof by the Management Firm. The procedure for the determination of all such assessments shall be as set forth in this Declaration; By-Laws and all other Exhibits attached hereto

B. METHOD; DELINQUENCIES. The common expenses shall be assessed against each condominium unit and owner as provided for in Article VII of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, or the Management Firm if the Board of Directors so elects, a late charge of Twenty-Five Dollars (\$25.00) shall be due and payable on each individual unpaid assessment. Regular assessments shall be due and payable on the first (1st) day of each calendar month.

C. ASSESSMENT LIENS. The Association and the Management Firm, as long as a Management Agreement remains in effect, shall have a lien on each condominium parcel for unpaid assessments, together with the aforesaid interest thereon and late charges, and against the unit owner of such condominium parcel, together with a lien on all tangible personal property located on and within said parcel and unit thereon, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens or record. Reasonable attorneys' fees incurred by the Association or Management Firm incident to the collection of

such delinquent, unpaid assessments or the enforcement of such lien, together with all sums advanced and paid by the Association or Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced on behalf of a unit owner in payment of its obligation under any Management Agreement in effect and the Management Firm and Board of Directors may take such action or by enforcing and foreclosing said lien and may settle and compromise same if deemed in best interests of the Condominium and the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Condominium Act. The Management Firm, as long as any Management Agreement remains in effect, and the Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, any lien in effect on said unit, including the lien being enforced. In case reasonable rental for the condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through, or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect said rental from the unit owner or occupancy, at Plaintiff's option.

D. INSTITUTIONAL LIENS. Where the Institutional Mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to a condominium parcel as a result of foreclosure by the Institutional Mortgagee of its first mortgage or when an Institutional Mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title its successors and assigns, shall not be liable for the shares of common expenses or assessments by the Management Firm or Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of foreclosure or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.

E. ASSIGNMENTS OF LIENS. Any person who acquires an interest in a unit, except through foreclosure of an Institutional Mortgage mortgage of record by virtue of an Institutional Mortgagee accept a deed to a condominium parcel in lieu of foreclosure, as specifically provided, hereinabove, including without limitation, persons acquiring title by operation of law, including purchases at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such times as all unpaid assessments due and owing by the former unit owners have been paid. The Association acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to Developer, or to any unit owner or group of unit owners, or to any third party.

### XIII.

#### SALE, RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR OTHER GENERAL ALIENATION OF UNITS. The sale, lease, rental of any unit shall, except as otherwise provided in this Declaration, be governed by the following:

1. First Refusal Rights of Association. In the event any unit owner wishes to sell, transfer, lease or rent their unit, the Association shall have the option to purchase, lease or rent

said unit upon the same conditions as are offered by the unit owner to a third party. Any attempt to sell, transfer, lease or rent said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, lessee, tenant, or other third party.

2. Notice. Should a unit owner wish to sell, lease, rent or transfer his condominium unit or parcel, said owner shall, before accepting any offer to purchase, sell, lease, rent or transfer said condominium unit or parcel, deliver to the Board of Directors a written Notice, hereinafter referred to in this Article XIII as "Notice", containing:

(a) The terms of the offer said owner has received or wishes to accept.

(b) The name and address of the party to whom the proposed sale, lease, rental or transfer is to be made.

(c) Two (2) bank references.

(d) Three (3) individual references, local, if possible.

(e) Such other information which is requested within five (5) days from receipt of such Notice, as may be required by the Board of Directors of the Association.

(f) The Board of Directors is authorized to waive any, or all of the references set forth in Paragraph (c) and (d) of this Section 2.

3. Acceptance and Denial. The Board of Directors, within ten (10) days after receiving such Notice and such supplemental information as is required by the Board of Directors, shall either:

(a) Consent to the transaction specified in said Notice by written statement to be delivered to the unit owner's unit or mailed to the place designated by the unit owner in his Notice; or

(b) Designate the Association or one (1) or more persons, either unit owners or any other person satisfactory to the Board of Directors, who are willing to purchase, lease or rent upon the same terms as those specified in the unit owner's Notice; or

(c) Object to the selling, leasing or renting to the prospective purchaser, lessee or tenant for good cause, which cause need not be set forth in the statement from the Board of Directors to the unit owner; provided, however, the Association shall not unreasonably withhold its consent to the prospective sale, lease or rental.

4. Procedure. The party stated by the Board of Directors in its statement shall have fourteen (14) days from the date in the statement sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the unit owner's Notice. Thereupon, the unit owner shall either accept such offer or withdraw or reject the offer specified in this Notice to the Board of Directors. Failure of the Board of Directors to designate such a party or failure of said party to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's Notice, and the unit owner shall be

free to make or accept the offer specified in his Notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser, lessee or renter named therein within ninety (90) days after his Notice was given.

5. Consent Forms. The consent of the Board of Directors shall be in recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser, lessee or renter. Should the Board of Directors fail to act, in the manner and within the time provided in this Article XIII, the Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

6. Leases and Rentals. The Association shall have the right to require that a substantially uniform form of lease or sublease be used or, in the alternative, approval by the Board of Directors of the lease or sublease form to be used shall be required. No lease or rental of any unit for a period of less than thirty (30) consecutive days shall be allowed unless specifically authorized in writing by the Board of Directors of the Association at least ten (10) days prior to the commencement of such lease or rental. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the renter, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

7. Subleases and Subrentals. The subleasing or subrenting of a unit shall be subject to the same limitations as are applicable to the leasing or renting thereof.

8. Owner's Continuing Liability. The liability of the unit owner under this Section A shall continue, notwithstanding the fact that the owner may have leased, rented or sublet said interest as provided in this Section A of this Article XIII.

9. Corporate Owners. Where a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such periods of time as it desires without compliance with the provisions of this Section A of this Article XIII. The foregoing shall not be deemed an assignment or subleasing of a unit and shall be deemed to be in compliance with the provisions of the Subsection (1) of this Section A.

#### B. MORTGAGE AND OTHER ALIENATION OF RIGHTS.

1. Mortgages. A unit owner may not mortgage its unit or any interest therein without the approval of the Association except to an Institutional Mortgagee or as otherwise provided in this Section B of this Article XIII. The approval of any other Mortgagee may be upon conditions determined by the Board of Directors and said approval, if granted, shall be in recordable form, executed by two (2) officers of the Association. Where a unit owner sells its unit and takes back a mortgage, the approval of the Association shall not be required, but the Board of Directors shall, upon request, execute a recordable approval for such a mortgage.

2. Judicial Sale. No judicial sale of a unit or any interest therein shall be valid unless:

(a) The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two (2) officers of the Association and delivered to the purchaser; or

(b) The sale is a result of a public sale with open bidding.

#### C. TRANSFER ON DEATH OF OWNER.

1. Generally. In the event a unit owner is a natural person and dies and his unit is conveyed or bequeathed to some person other

than his spouse, children or parents or if some other person is designated by the decedent's legal representative to receive the ownership of the condominium unit, or if under state laws of descent and distribution the condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association is placed on actual notice of the said devise or descent, shall express its refusal or acceptance of the individual or entity so designated as the owner of the condominium unit.

2. Consent Granted. If the Board of Directors shall consent ownership of the condominium unit may be transferred to the person or persons so designated who shall, thereupon, become the owner of the condominium unit, subject to the provisions of this Declaration and all of the Exhibits attached hereto.

3. Consent Denied; Procedure. If the Board of Directors shall refuse to consent, then the Association shall be given an opportunity, during thirty (30) days after receipt of notice as set forth in Subsection 1 of this Section C within which to purchase or to furnish a purchaser for cash the said condominium unit at the then fair market value thereof. Should the parties fail to agree on the value of such condominium unit, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the judicial circuit wherein the Condominium is located upon ten (10) days notice on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person, entity or the legal representative of the deceased owner out of the amount realized from the sale of such condominium unit. In the event the Association does not exercise the privilege of purchasing or furnishing a purchaser for said condominium unit within such period and upon such terms, the person or entity so designated may then take title to the condominium unit, person or persons, or the legal representative of the deceased owner, may sell said Condominium parcel and such sale shall be subject in all other respects to the provisions of this Declaration and all the Exhibits attached hereto.

D. OTHER ALIENATION BY CERTAIN MORTGAGES AND DEVELOPER.

1. Institutional Mortgagee. An Institutional Mortgagee holding a mortgage on a condominium upon becoming the owner of a condominium unit through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, or to mortgage said unit, without the prior approval of said Board of Directors. The provisions of Subsection 1 through 8, inclusive of Section A; Subsection 1 through 2, inclusive, of Section B; Subsection 1 through 3, inclusive, of Section C; and Section E, all of this Article XIII shall be inapplicable to such Institutional Mortgagee or acquirer of title as aforesaid in this Subsection 1.

2. Developer. The provisions of Section A, Section B and Section C of this Article XIII shall be inapplicable to DEVELOPER. DEVELOPER is irrevocably empowered, without any consent of the Association, to sell, lease or mortgage condominium parcels or units and portions thereof to any purchaser, lessee or mortgagee approved by DEVELOPER.

E. MISCELLANEOUS PROVISIONS ON ALL FORMS OF ALIENATIONS.

1. Void Transactions. Any sale, lease, rental or mortgage which is not authorized pursuant to the terms of this Declaration shall be null and void unless subsequently approved by the Board of Directors, at its sole discretion, and said approval shall have

the same effect as though it had been said given and filed of record simultaneously with the instrument it approved.

XIV.

INSURANCE

A. FIRE AND CASUALTY. Association may be required by the Board of Directors to carry fire and casualty insurance upon the improvements on every unit in an amount sufficient to meet the rebuilding requirements of this Declaration, or furnish proof of self insurance capacity in a manner acceptable to the Board of Directors.

B. LIABILITY OF PARTIES. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in or upon their own unit. The unit owner shall have no personal liability for damages caused by the Association, or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in their own unit to the same extent and degree as any other fee owner would be liable for an accident occurring within or upon their property.

C. OTHER. The Association shall purchase and pay for from time to time such insurance as the Association shall deem appropriate to protect the common elements, including the roadways, landscaping and other improvements to the common elements against damage from windstorm, fire, hurricane and other hazards. The Association shall purchase a public liability insurance policy in the minimum amount of \$100,000/\$300,000 or such greater amount as the Association may from time to time deem appropriate. Premiums for the payment of said insurance shall be paid by the Association and shall be charged as a common expense.

XV.

RECONSTRUCTION OR REPAIR

A. UNITS.

1. Generally. In the event that any improvements or structure located within the condominium unit shall be damaged or destroyed, it shall be the obligation of the owner of said condominium unit so damaged or destroyed to repair or rebuild the damaged or destroyed unit as rapidly as may be practical under the circumstances. Such repair or rebuilding shall be in substantial conformity with the improvement or structure as it was prior to its damage or destruction, unless a variance therefrom is granted, in writing, by the Association. In the event, however, that an Institutional Mortgagee holding a mortgage on any such condominium unit shall require, under the terms of its mortgage, that proceeds of any insurance policy be paid to it in reduction or satisfaction of its mortgage loan, the unit owner shall have the option of rebuilding or not, as such unit owner sees fit; provided, however, that any such owner shall continue to remain liable to the Association for the payment of assessments the same as if the structure on his unit had not been damaged or destroyed. If such unit owner shall so elect not to repair or rebuild, then the unit owner shall be obligated at its expense to level its lot and remove all structures or portions thereof and all debris therefrom so as not to create an unsightly condition, and in the event that the unit owner fails to do so, the Association may do so at the unit owner's expense, and said expense shall be enforceable as a lien the same as assessments by the Association. The unit owner must make the foregoing election to rebuild or not within forty-five (45) days of the occurrence of the destruction or damage to its unit, and if it

elects not to rebuild, it shall accomplish the leveling of its lot and the removal of all structures and debris there from within sixty (60) days from the occurrence of the destruction or damage.

B. CONDOMINIUM AND ASSOCIATION PROPERTY.

1. Determination to Reconstruct or Repair. If any part of the common elements or Association property shall be destroyed or damaged by casualty, the property shall be reconstructed or repaired, unless it is determined pursuant to Article XXII of this Declaration that the Condominium shall be terminated.

2. Estimates of Costs. Immediately after a casualty which destroys or damages property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

3. 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 or upon completion or reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds to pay the estimated or actual costs.

4. Association as Agents. The Association is hereby irrevocably appointed Agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

5. Unit Owner Responsibility. The unit owner shall be responsible for replacement and repair of all casualty loss or damage to their unit.

C. EXCEPTIONS. Notwithstanding the foregoing provisions of this Article XV, the Association shall not be prohibited from entering into contracts for repairs having any aggregate cost of less than Five Thousand Dollars (\$5,000.00), nor from entering into contracts providing for work which is essential to preserve the property from further deterioration of damage pending collection of assessments.

XVI.

USE RESTRICTIONS

A. GENERALLY. The use of the condominium property shall be in accordance with the following provisions:

1. Single Family Residence. The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purposes. Only one (1) residence may be built on each unit and no accessory building shall be placed upon a unit without the prior written consent of the Association.

2. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes 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.

XVII  
USE  
RESTRICTIONS

3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

4. Fences, Hedges, Clothes Poles, Exterior Radio and TV Antennas, Parking and Signs.

(a) No fences or hedges or similar improvements shall be erected or planted in any easements and the same shall not be erected or permitted upon a condominium parcel without written approval of the Association.

(b) Outdoor clothes drying activities of any nature are hereby prohibited.

(c) All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties.

(d) No signs of any nature whatsoever shall be erected or displayed upon any of the condominium property, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association.

(e) No exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the condominium property or building, or structures located thereon, and the erection, maintenance or operation of any of the same is prohibited.

(f) The parking or storage of automobiles, except upon paved areas of the condominium property, is prohibited without express prior written permission of the Association. The overnight parking of vehicles of any kind upon any of the condominium property used for roadway purposes is prohibited. The overnight parking of trucks, trailers, motor homes or campers on any of the condominium property is prohibited without the express prior written permission of the Association. The parking or storage of boats and boat trailers upon any of the condominium property is prohibited without the express written permission of the Association. No vehicle or any nature may be parked or stored upon the condominium property unless said vehicle has current, valid vehicle tags and inspection stickers.

5. Insurance Rates. No owner shall permit or suffer anything to be done or kept on his unit, parcel or on the common property or on the common elements which will increase the rate of insurance on the other units, or which will obstruct or interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises or create an unsightly condition.

6. License. Whenever it is necessary to enter upon any unit for the purpose of performing any maintenance alteration or repair to the exterior of the unit or to any portion of common elements, the owner of each unit shall permit other owners or their representatives or the duly constituted and authorized agent of the Association to go upon the common elements constituting an appurtenance to any such unit, for such purpose. Such entry shall be made at reasonable times and with reasonable advance notice, except in cases of emergency.

7. Modifications. No owner shall cause any improvements or changes to be made on the exterior of their unit, including painting or other decoration, or the installation of electrical wiring,



machinery or air-conditioning unit which may protrude through the walls or roof of the unit, or in any manner change the appearance of any portion of the unit not within the interior walls of said unit, without the written consent of the Association first had and obtained. Any modifications to a unit, with the written approval of the Association, shall be the subject of additional maintenance assessments and management costs, if found to be warranted.

8. Damages. The owner of each unit must promptly correct any condition which, if left uncorrected, would affect the condominium property. If any other unit owner should sustain damages because of another owner's failure to correct the condition within his unit, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

9. Taxes. In the event any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, as opposed to levying and assessing such tax and special assessment against each unit and its undivided interest in common elements, as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any tax or special assessment which is so levied shall be included, wherever possible in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all the owners of all units, if not included in said annual budget. The amount of such tax or special assessment by the Association against all the owners of all units, if not included in said annual budget. The amount of such tax or special assessment so paid or to be paid by the Association shall be attributable to and assessed against each unit and unit owner, and to be paid by the owner of each unit, as a common expense, in the manner set forth in Section A of Article VII of this Declaration.

XVII.

MANAGEMENT CONTRACT

A. GENERALLY. Attached hereto and by reference made a part hereof as Exhibit "M" to this Declaration of Condominium is a Management Contract entered into by and between VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC., and PASCO PROFESSIONAL MAINTENANCE COMPANY, INC. a Florida corporation. By virtue of the aforesaid Management Contract, the Association has hired and retained PASCO PROFESSIONAL MAINTENANCE COMPANY, INC., as Manager to manage and maintain the condominium property in accordance with the terms and tenor of the aforesaid Management Contract and the applicable provisions of the Condominium Act for a term as set forth therein, it being the intention of the Association to provide for the competent, uniform and professional management and maintenance of the condominium property.

XVIII.

AGE LIMITATION ON PERMANENT RESIDENTS

A. GENERALLY. In recognition of the fact that the development of the property contemplated by the Declaration of Condominium has been specifically designed, created and constructed, and will be operated and maintained throughout the life of the Condominium for the comfort, convenience and accommodation of adult person, and the use of any of the condominium property, and especially the occupancy of any of the units thereof, is hereby limited to permanent residents sixteen (16) years of age or older. For the purposes of this Section A, the term "permanent resident" shall mean any person who shall occupy and/or use a unit for thirty (30) or more consecutive calendar days or for forty-five (45) or more non-consecutive calendar days in any three hundred sixty-five (365) day period, which period shall commence with such person's first day of occupancy or use of such unit.

B. EXEMPTIONS. Section A of this Article XVIII shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired its title as a result of acquiring a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such company or savings and loan association which so acquires its title; nor shall such Section A apply to a transfer to or a purchase by DEVELOPER, or a transfer, sale or lease by DEVELOPER. Should such transfer occur wherein the title to the property is acquired by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a mortgage upon the unit concerned, the then record title holder, being a bank, life insurance company or savings and loan association shall notify the Association which shall thereupon have an option for a period of thirty (30) days after said notice to purchase the parcel, pursuant to the terms hereinafter set forth.

C. DISCLAIMER. DEVELOPER, its agents, employees and legal counsel make no representations or warranties of any nature whatsoever, either express or implied, that the age limitation restriction set forth in this Article XVIII is valid and enforceable in any action at law or equity or any administrative action. The express disclaimer set forth in this Section C shall not be construed as an express or implied warranty as to the enforceability or legality of any other provision of this Declaration by DEVELOPER, its agents, employees or legal counsel, except where such warranty is specifically set forth.

## XIX.

### EASEMENTS

A. GENERALLY. Owners and lessees of units in every Phase of VILLAGE WOODS, and the members of their families and servants residing in said units, and the guests and invitees of the foregoing, shall be entitled to use, non-exclusively and subject to the rules and regulations of the Association:

1. Vehicles. All driveways and parking areas on the common elements, other than those constituting limited common elements, for vehicular traffic and parking.

2. Pedestrians. All sidewalks, roadways and walkways on the common elements for pedestrian ingress to and egress from the units from and to the public way and from and to other portions of the condominium property.

3. Other. The balance of the common elements; other than limited common elements, for the purpose for which the same are designed and intended.

B. UTILITIES. Easements are reserved through the condominium property as may be required for utility services in order to serve the Condominium adequately. Utility services shall include, but shall not be limited to water, sewer, telephone, cable television, drainage, gas and electrical service.

C. INGRESS AND EGRESS FOR OTHER LANDS. In addition to any reservation or dedication made by condominium plat, Association and owners of units in VILLAGE WOODS PHASE I and all subsequent Phases, if any, consent hereby to an easement for vehicular and pedestrian traffic, including but not limited to that required for development and construction purposes, over and upon any present or future streets, roads, sidewalks and common elements in the Condominium in favor of all lands described in Exhibit "A", its present owners and their successors and assigns.

D. UTILITIES FOR OTHER LANDS. Association and owners of units in every Phase of VILLAGE WOODS consent hereby to an easement for

utilities, including telephone, gas, water and electricity; sanitary sewer service; and irrigation and drainage in favor of all lands which abut the condominium property or abut any public road or street which also abuts the condominium property, their present owners and their successors and assigns. The easement set forth in this Section shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Condominium so as to provide access to these services to said abutting lands directly from the Condominium.

E. ADDITIONAL EASEMENTS. The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the common elements, other than the limited common elements; provided, however, that the creation thereof does not adversely affect the use of any unit.

F. INGRESS AND EGRESS PRESERVED. The promulgation of rules and regulations relative to the creation of new easements as provided for in this Article XIX shall not unreasonably interfere with ingress to and egress from a unit.

XX.

RIGHTS OF DEVELOPER

A. DEVELOPER'S RIGHTS RELATIVE TO THE ASSOCIATION.

1. Initial Board of Directors. Until such time as DEVELOPER shall have sold, and titled out fifteen percent (15%) of the units that will ultimately be operated by the Association, the Board of Directors of the Association shall consist of the initial Board of Directors named in the Articles of Incorporation, subject to DEVELOPER's right to remove and replace one (1) or more members thereof.

2. Subsequent Boards of Directors. When unit owners other than DEVELOPER own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than DEVELOPER shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than DEVELOPER shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by DEVELOPER have been closed of fifty percent (50%) of the units that will be operated ultimately by the Association, three (3) months after sales have been closed by DEVELOPER of ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the other are being offered for sale by the DEVELOPER in the ordinary course of business, whichever shall first occur. DEVELOPER shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as DEVELOPER holds for sale in the ordinary course of business any units in a condominium operated by the Association. Prior to or within a reasonable time after the time that unit owners other than DEVELOPER elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, DEVELOPER shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held or controlled by DEVELOPER, including, but not limited to, the items specified by law, as to each condominium operated by the Association. At such time as DEVELOPER shall surrender control of the Association to the unit owners, a special meeting of the members of the Association shall be called for the election of

a new Board of Directors which shall consist of five (5) persons, and upon such election formal control of the Association shall be vested in the unit owners; provided, however, that as long as DEVELOPER holds for sale in the ordinary course of business at least five percent (5%) of the units in any condominium operated by the Association, DEVELOPER shall be entitled to designate one (1) such member of the Board of Directors.

3. Removal and Replacement of Directors. Whenever DEVELOPER shall be entitled to designate any person or persons to serve on the Board of Directors of the Association, such designation shall be made in writing, and DEVELOPER shall have the right to remove any person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Written instruments so designating or removing Directors shall be executed by or on behalf of the DEVELOPER and shall become effective upon delivery to the Secretary of the Association.

4. Non-disqualification. Any person designated by DEVELOPER serving on the Board of Directors of the Association shall not be required to disqualify himself upon any vote upon any management contract or other matter as to which DEVELOPER or the said Director may have a pecuniary or other interest. Similarly, DEVELOPER, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association where the said DEVELOPER may have a pecuniary or other interest.

B. ASSIGNABILITY. All rights in favor of DEVELOPER reserved in this Declaration of Condominium and all Exhibits hereto, and in the Articles of Incorporation, and the By-Laws of the Association are freely assignable, in whole or in part, by DEVELOPER and may be exercised by the nominee of DEVELOPER or exercised by the successor or successors in interest to DEVELOPER.

C. ASSESSMENT OF DEVELOPER'S UNITS. Any unit owned by the DEVELOPER shall be assessed only upon the same terms and conditions as a unit owned by a person other than the DEVELOPER as set forth in Article XX of this Declaration.

D. DEVELOPER TRANSFERS. No transfer of any unit by DEVELOPER whether by sale, lease, gift or otherwise, shall be subject to or require the approval of the Association.

E. SALES ACTIVITIES. The DEVELOPER shall have the right to transact on the condominium property any business necessary to consummate the sale or lease of units, including, but not limited to, the right to maintain condominium models, have signs, employees and agents in the office, use common elements and show units to prospective purchasers or lessees. A sales office, signs and all items pertaining to sales shall not be considered common elements of the Condominium and shall remain the property of the DEVELOPER. In the event there are unsold units, the DEVELOPER retains the right to be the owner thereof under the terms and conditions as are applicable to all other unit owners, save for the exceptions otherwise set forth in this Declaration.

F. CHANGES IN PLANS AND SPECIFICATIONS. Anything in this Declaration to the contrary notwithstanding, the DEVELOPER is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during the construction of improvements on the condominium property, including, but not limited to, enclosing by screen or other method, balconies or patios. The DEVELOPER further reserves the right to alter the boundaries between units so long as DEVELOPER owns the units so altered, to decrease the number of units in any particular phase or phases, and to alter the boundaries of the common elements adjacent thereto as long as the DEVELOPER owns the units abutting the common elements where the boundaries are being altered; provided, however, that no such change shall be made without amendment of this Declaration; and further provided, that an amendment for such purpose need be executed and acknowledged only by DEVELOPER and approved by the Institutional Mortgagee, if any, of an institutional first mortgage covering the

units so affected, whether the said units are encumbered by original mortgages or whether they are included in an overall construction mortgage on the condominium property. In no event shall such an amendment require the approval of the Association or any other unit owners.

G. EASEMENTS. DEVELOPER shall be entitled to exercise all easements set forth in Article XIX including ingress and egress of construction vehicles, crews and materials.

H. PARKING AND CARPORTS. DEVELOPER reserves the exclusive right, without creating any obligation to do so, to assign, from time to time for so long as DEVELOPER owns at least one (1) unit in the Condominium, to any one (1) or more units one (1) parking space each to any such units; provided, however, at no time shall any unit have assigned to it more than one (1) parking space. Such assignment shall be made by reference to the parking space as designated on the Plat of the Condominium and shall be recorded, either as a separate instrument or contained within the deed of conveyance of the subject unit at DEVELOPER'S option, in the Public Records of Pasco County. Such parking space designations by DEVELOPER shall, upon recording, cause such parking space to become a perpetual limited common element appurtenant to the unit therewith designated and shall be irrevocable. DEVELOPER reserves the further exclusive right, without creating any obligation to do so for so long as DEVELOPER owns at least one (1) unit in the Condominium, to construct upon, over and about any one (1) or more parking spaces within the Condominium carports of the type, style, design and materials selected by DEVELOPER. The costs of maintenance, repair and replacement of any such carports shall be a common expense of the Condominium. DEVELOPER shall have any and all easements necessary to construct the carports referred to in this paragraph.

I. OTHER RIGHTS. DEVELOPER shall have the right to transact any business necessary to consummate sales or rentals of units or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements and to show units. Sales offices, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of DEVELOPER. DEVELOPER may use the recreational facility and a unit or units as a sales office or models.

J. CUMULATIVE RIGHTS. The rights of the DEVELOPER set forth in this Article XX shall be cumulative and, further, shall be additional to, but in no event limiting or restricting, any other rights of the DEVELOPER set forth in this Declaration or Chapter 718, Florida Statutes (1979).

## XXI

### COMPLIANCE AND DEFAULT

A. GENERALLY. Each unit owner and every lessee, invitee, agent, servant, guest and family member of any owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and rules and regulations as they may be amended from time to time, and any failure to comply therewith shall entitle the Association or other unit owners to the following relief, in addition to the remedies provided by Chapter 718, Florida Statutes (1979):

1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by any act, action, inaction, neglect or carelessness, intentional or unintentional, of owner or any member of his family, guest, employee, agent, servant, invitee or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the By-Laws or the rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including appellate attorneys' fees, as may be awarded by the Court.

3. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of Chapter 718, Florida Statutes (1979), this Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XXII.

TERMINATION

A. GENERALLY. The Condominium may be terminated in the following manner, in addition to the manner provided by Chapter 718, Florida Statutes (1979):

1. Destruction. In the event it is determined in the manner provided in Article XV of this Declaration that the Condominium property shall not be constructed because of major damage, the condominium form of ownership will be thereby terminated without agreement.

2. Agreement. The Condominium may be terminated by the approval in writing of all the owners of the units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the Members of the Association, and if the approval of the owners of not less than seventy-five percent (75%) of the unit owners and of the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by Certified Mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owner of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all the units owned by owners not approving the termination; but the agreement shall be affected by a separate contract between each seller and his purchase.

(b) Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of this arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

3. Certificate. The termination of the Condominium in either of the manners set forth in Subsections 1 and 2 of this Section A shall be evidenced by a Certificate of the Association executed by the President or Vice President and Secretary or Assistant Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Pasco County, Florida.

4. Shares of Owners After Termination. After termination of the Condominium the unit owners shall own the condominium property and all assets of the Association, as tenants in common in undivided shares, and their respective mortgagees and lienors shall hold such rights and interests upon the respective shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

5. Amendment. This Article XXII concerning termination cannot be amended without consent of all unit owners, which term for this Paragraph only shall only mean only voting members, and all record owners of mortgages upon units.

XXIII.

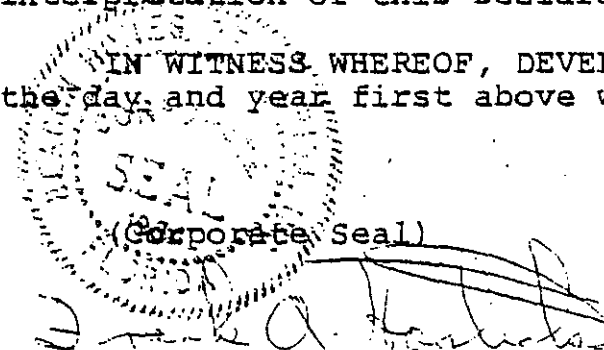
SEVERABILITY AND TITLES

A. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

B. TITLES. The titles used in this Declaration for Articles Sections, Subsections and Paragraphs hereof are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

IN WITNESS WHEREOF, DEVELOPER has executed this Declaration the day and year first above written.

BEACON HOMES OF FLORIDA, INC.



BY J. Maurice Laidlaw  
J. MAURICE LAIDLAW, President

Attest: FRANK A. HOSTICKA,  
Assistant Secretary

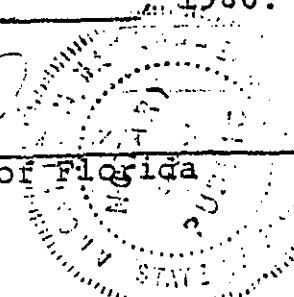
STATE OF FLORIDA )  
COUNTY OF PINELLAS) SS

Personally appeared before me, the undersigned authority, J. MAURICE LAIDLAW, President and FRANK A. HOSTICKA, Assistant Secretary respectively, of BEACON HOMES OF FLORIDA, INC., a Florida corporation, who, being duly sworn, acknowledged before me that they executed the above and foregoing instrument as such officers and affixed thereto the official seal of said Corporation, all on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Dunedin, Florida, this 4<sup>th</sup> day of April, 1980.

NOTARY PUBLIC, State of Florida

My Commission Expires: APRIL 6, 1983



NOTARY PUBLIC  
STATE OF FLORIDA  
COMM. EXPIRES APRIL 6, 1983

**Legal Description**  
**VILLAGE WOODS**  
**Entire Premises**

A portion of the East 1/2 of Section 3, Township 25 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the most Easterly corner of Beacon Woods Village 3-A as shown on the Plat recorded in Plat Book 11, pages 26 and 27, of the Public Records of Pasco County, Florida; thence run along the Westerly boundary line of Beacon Woods Village Square Drive as shown on the Plat recorded in Plat Book 13, pages 77 and 78, of the Public Records of Pasco County, Florida, North 14° 27' 00" East, a distance of 71.60 feet for a POINT OF BEGINNING; thence continue along the Westerly boundary line of said Beacon Woods Village Square Drive the following courses and distances: North 14° 27' 00" East, 158.29 feet; 107.48 feet along the arc of a curve to the left, said curve having a radius of 142.50 feet and a chord of 104.95 feet which bears North 7° 09' 30" West; North 28° 46' 00" West, 142.51 feet; 122.07 feet along the arc of a curve to the right, said curve having a radius of 837.50 feet and a chord of 121.96 feet which bears North 24° 35' 30" West; North 20° 25' 00" West, 107.23 feet; 138.08 feet along the arc of a curve to the right, said curve having a radius of 387.50 feet and a chord of 137.35 feet which bears North 10° 12' 30" West; due North, 19.37 feet; 377.46 feet along the arc of a curve to the right, said curve having a radius of 329.36 feet and a chord of 357.14 feet which bears North 32° 49' 52" East; North 65° 39' 45" East, 36.88 feet; 154.23 feet along the arc of a curve to the left, said curve having a radius of 123.96 feet and a chord of 144.47 feet which bears



North 30° 01' 05" East to the Westerly boundary line of Beacon Woods Clock Tower Parkway as shown on the Plat recorded in Plat Book 13, pages 79, 80, and 81 of the Public Records of Pasco County, Florida; thence along the Westerly boundary line of said Beacon Woods Clock Tower Parkway the following courses and distances: North 5° 37' 35" West, 220.47 feet; 205.18 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet and a chord of 189.56 feet which bears North 44° 48' 47" West; 589.37 feet along the arc of a curve to the right, said curve having a radius of 1,150.00 feet and a chord of 582.94 feet which bears North 69° 19' 04" West; thence South 45° 00' 00" West, a distance of 57.36 feet; thence Due South, a distance of 481.21 feet; thence South 45° 00' 00" West, a distance of 268.89 feet; thence Due West, a distance of 306.97 feet; thence South 3° 48' 51" West, a distance of 258.76 feet; thence South 19° 02' 57" East, a distance of 160.47 feet; thence South 59° 17' 34" East, a distance of 142.00 feet; thence North 82° 56' 32" East, a distance of 264.34 feet; thence Due East, a distance of 112.00 feet; thence South 80° 09' 15" East, a distance of 102.30 feet; thence South 44° 20' 29" East, a distance of 78.15 feet; thence South 20° 35' 04" East, a distance of 231.24 feet; thence South 42° 33' 11" East, a distance of 87.90 feet; thence South 48° 51' 53" East, a distance of 352.72 feet to the POINT OF BEGINNING.

The above described property contains 22.938 acres more or less

# Legal Description

## VILLAGE WOODS, PHASE I

A portion of the East 1/2 of Section 3, Township 25 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the most Easterly corner of Beacon Woods Village 3-A as shown on the Plat recorded in Plat Book 11, pages 26 and 27, of the Public Records of Pasco County, Florida; thence run along the Westerly boundary line of Beacon Woods Village Square Drive as shown on the Plat recorded in Plat Book 13, pages 77 and 78, of the Public Records of Pasco County, Florida, North  $14^{\circ} 27' 00''$  East, a distance of 71.60 feet for a POINT OF BEGINNING; thence continue along the Westerly boundary line of said Beacon Woods Village Square Drive the following courses and distances: North  $14^{\circ} 27' 00''$  East, 158.29 feet; 107.48 feet along the arc of a curve to the left, said curve having a radius of 142.50 feet and a chord of 104.95 feet which bears North  $7^{\circ} 09' 30''$  West; North  $28^{\circ} 46' 00''$  West, 142.51 feet; 122.07 feet along the arc of a curve to the right, said curve having a radius of 837.50 feet and a chord of 121.96 feet which bears North  $24^{\circ} 35' 30''$  West; North  $20^{\circ} 25' 00''$  West, 107.23 feet; 138.08 feet along the arc of a curve to the right, said curve having a radius of 387.50 feet and a chord of 137.35 feet which bears North  $10^{\circ} 12' 30''$  West; due North, 19.37 feet; 137.54 feet along the arc of a curve to the right, said curve having a radius of 329.36 feet and a chord of 136.54 feet which bears North  $11^{\circ} 58' 28''$  East; thence North  $76^{\circ} 27' 07''$  West, a distance of 293.65 feet; thence South  $68^{\circ} 50' 19''$  West, a distance of 66.48 feet; thence South  $12^{\circ} 08' 05''$  East, a distance of 299.70 feet; thence South  $37^{\circ} 54' 01''$  West, a distance of 81.72 feet;

thence South 44° 20' 29" East, a distance of 78.15 feet;  
thence South 20° 35' 04" East, a distance of 231.24 feet;  
thence South 42° 33' 11" East, a distance of 87.90 feet;  
thence South 48° 51' 53" East, a distance of 352.72 feet  
to the POINT OF BEGINNING.

The above described property contains 5.699 acres more or less.

**Legal Description**  
**VILLAGE WOODS,**  
**PHASE II**

A portion of the East 1/2 of Section 3, Township 25 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the most Easterly corner of Beacon Woods Village 3-A as shown on the Plat recorded in Plat Book 11, pages 26 and 27, of the Public Records of Pasco County, Florida; thence run along the Westerly boundary line of Beacon Woods Village Square Drive as shown on the Plat recorded in Plat Book 13, pages 77 and 78, of the Public Records of Pasco County, Florida, the following courses and distances: North 14° 27' 00" East, 229.89 feet; 107.48 feet along the arc of a curve to the left, said curve having a radius of 142.50 feet and a chord of 104.95 feet which bears North 7° 09' 30" West; North 28° 46' 00" West, 142.51 feet; 122.07 feet along the arc of a curve to the right, said curve having a radius of 837.50 feet and a chord of 121.96 feet which bears North 24° 35' 30" West; North 20° 25' 00" West, 107.23 feet; 138.08 feet along the arc of a curve to the right, said curve having a radius of 387.50 feet and a chord of 137.35 feet which bears North 10° 12' 30" West; Due North, 19.37 feet; 137.54 feet along the arc of a curve to the right, said curve having a radius of 329.36 feet and a chord of 136.54 feet which bears North 11° 58' 28" East; thence North 76° 27' 07" West, a distance of 122.90 feet for a POINT OF BEGINNING; thence North 11° 57' 24" East, a distance of 86.88 feet; thence North 5° 00' 47" West, a distance of 114.44 feet; thence Due West, a distance of 82.00 feet; thence North 1° 57' 41" West, a distance of 146.09 feet; thence South 83° 54' 31" West, a distance of 273.04 feet; thence South 45° 00' 00" West, a distance

of 268.89 feet; thence Due West, a distance of 306.97 feet;  
thence South 3° 48' 51" West, a distance of 258.76 feet;  
thence South 19° 02' 57" East, a distance of 160.47 feet;  
thence South 59° 17' 34" East, a distance of 142.00 feet;  
thence North 82° 56' 32" East, a distance of 264.34 feet;  
thence Due East, a distance of 112.00 feet; thence South  
80° 09' 15" East, a distance of 102.30 feet; thence North  
37° 54' 01" East, a distance of 81.72 feet; thence North  
12° 08' 05" West, a distance of 299.70 feet; thence North  
68° 50' 19" East, a distance of 66.48 feet; thence South  
76° 27' 07" East, a distance of 170.75 feet to the  
POINT OF BEGINNING.

The above described property contains 9.183 acres more or less.

(44)

# Legal Description VILLAGE WOODS, PHASE III

A portion of the East 1/2 of Section 3, Township 25 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the most Easterly corner of Beacon Woods Village 3-A as shown on the Plat recorded in Plat Book 11, pages 26 and 27, of the Public Records of Pasco County, Florida; thence run along the Westerly boundary line of Beacon Woods Village Square Drive as shown on the Plat recorded in Plat Book 13, pages 77 and 78, of the Public Records of Pasco County, Florida, the following courses and distances: North 14° 27' 00" East, 229.89 feet; 107.48 feet along the arc of a curve to the left, said curve having a radius of 142.50 feet and a chord of 104.95 feet which bears North 7° 09' 30" West; North 28° 46' 00" West, 142.51 feet; 122.07 feet along the arc of a curve to the right, said curve having a radius of 837.50 feet and a chord of 121.96 feet which bears North 24° 35' 30" West; North 20° 25' 00" West, 107.23 feet; 138.08 feet along the arc of a curve to the right, said curve having a radius of 387.50 feet and a chord of 137.35 feet which bears North 10° 12' 30" West; Due North, 19.37 feet; 137.54 feet along the arc of a curve to the right to the POINT OF BEGINNING, said curve having a radius of 329.36 feet and a chord of 136.54 feet which bears North 11° 58' 28" East; thence continue along the Westerly boundary line of said Beacon Woods Village Square Drive the following courses and distances: 239.90 feet along the arc of a curve to the right, said curve having a radius of 329.36 feet and a chord of 234.64 feet which bears North 44° 47' 20" East; North 65° 39' 45" East, 36.88 feet; 154.23 feet along the arc of a curve to the left, said curve having a radius of 123.96 feet and a

chord of 144.47 feet which bears North 30° 01' 05" East to the Westerly boundary line of Beacon Woods Clock Tower Parkway as shown on the Plat recorded in Plat Book 13, pages 79, 80, and 81 of the Public Records of Pasco County, Florida; thence along the Westerly boundary line of said Beacon Woods Clock Tower Parkway the following courses and distances: North 5° 37' 35" West, 220.47 feet; 205.18 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet and a chord of 189.56 feet which bears North 44° 48' 47" West; 589.37 feet along the arc of a curve to the right, said curve having a radius of 1,150.00 feet and a chord of 582.94 feet which bears North 69° 19' 04" West; thence South 45° 00' 00" West, a distance of 57.36 feet; thence Due South, a distance of 481.21 feet; thence North 83° 54' 31" East, a distance of 273.04 feet; thence South 1° 57' 41" East, a distance of 146.09 feet; thence Due East, a distance of 82.00 feet; thence South 5° 00' 47" East, a distance of 114.44 feet; thence South 11° 57' 24" West, a distance of 86.88 feet; thence South 76° 27' 07" East, a distance of 122.90 feet to the POINT OF BEGINNING.

The above described property contains 8.507 acres more or less.

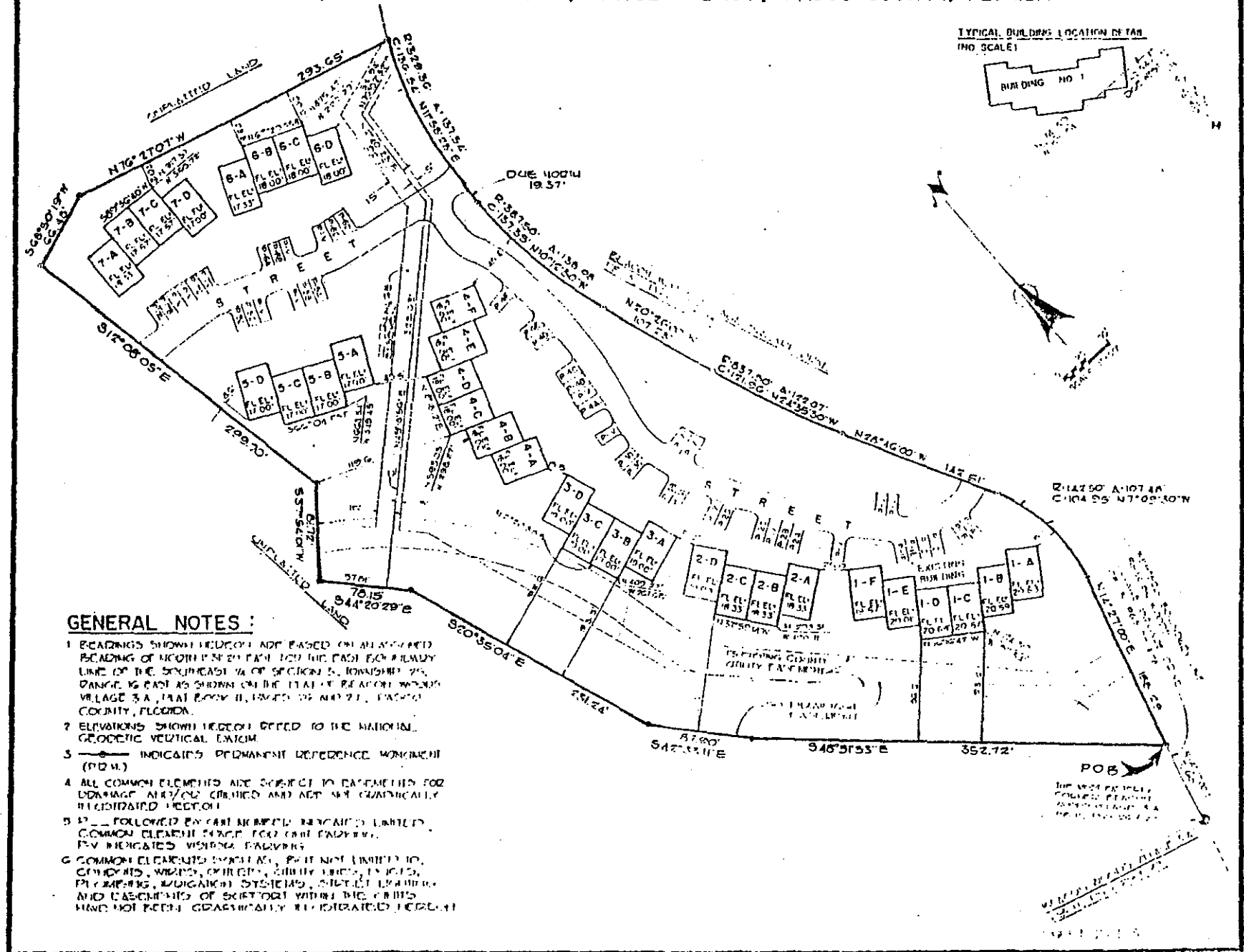




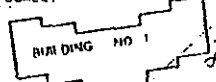
# A CONDOMINIUM

SECTION 3, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

(47)



TYPICAL BUILDING LOCATION OF FAN (NO. SCALE)

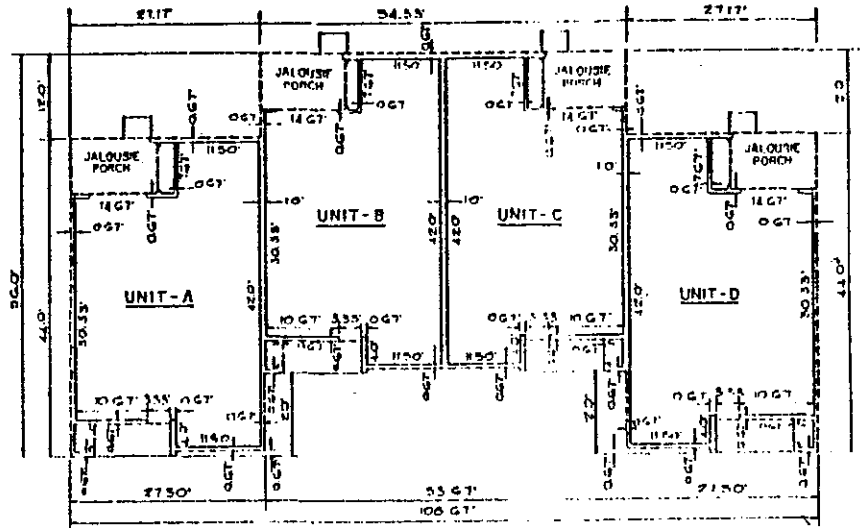


### GENERAL NOTES:

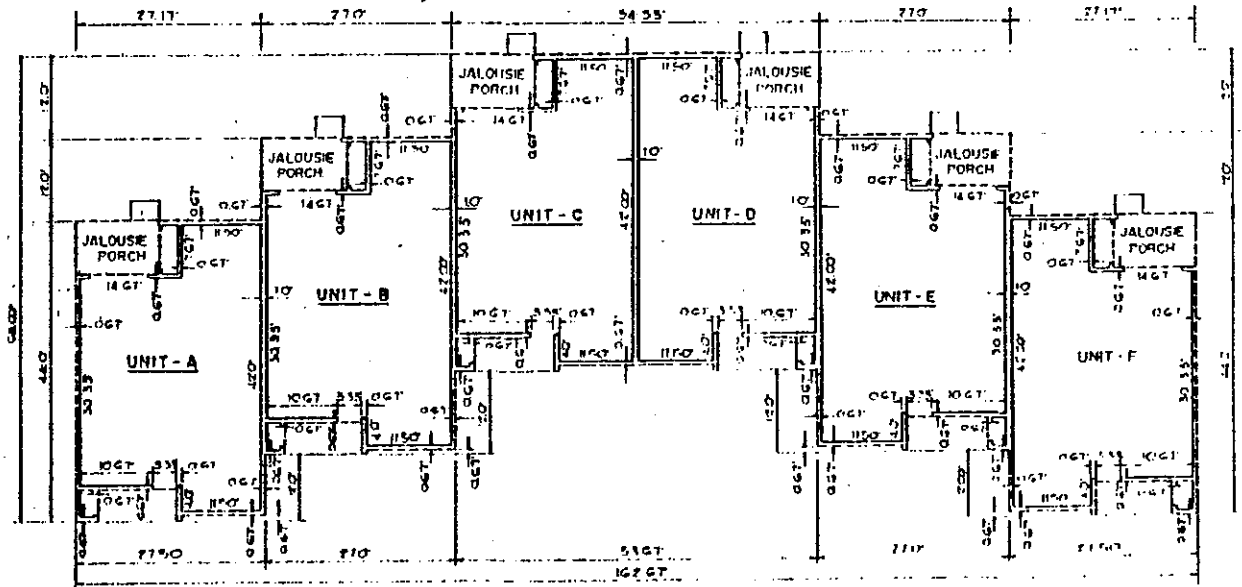
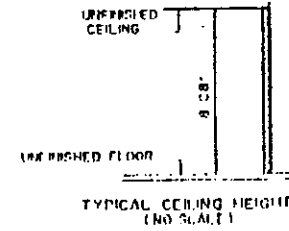
- 1 READINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 15° 20' EAST TO THE EAST BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 25, RANGE 16 EAST AS SHOWN ON THE PLAT OF RESECTION VILLAGE 3 A, PLAT BOOK 11, PAGES 109 AND 111, PASCO COUNTY, FLORIDA.
- 2 ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM.
- 3 ——— INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)
- 4 ALL COMMON ELEMENTS ARE SUBJECT TO EASEMENTS FOR DRAINAGE AND/OR UTILITIES AND ARE NOT QUANTITATIVELY REGENERATED HEREON.
- 5 ——— FOLLOWED BY FURTHER RECALCULATED LIMITED COMMON ELEMENTS SPACE FOR ONE EASEMENT, BY INDICATED VERTICAL DIMENSIONS.
- 6 COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONCRETE, WALKWAYS, DRIVEWAYS, UTILITY LINES, PIPING, DRAINAGE SYSTEMS, SUBJECT EASEMENTS AND EASEMENTS OF EJECTMENT WITHIN THE CURBS HAVE NOT BEEN QUANTITATIVELY REGENERATED HEREON.

# A CONDOMINIUM

SECTION 3, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.



TYPICAL 4 UNIT - FLOOR PLAN DETAIL  
(NO SCALE)



TYPICAL 6 UNIT - FLOOR PLAN DETAIL  
(NO SCALE)

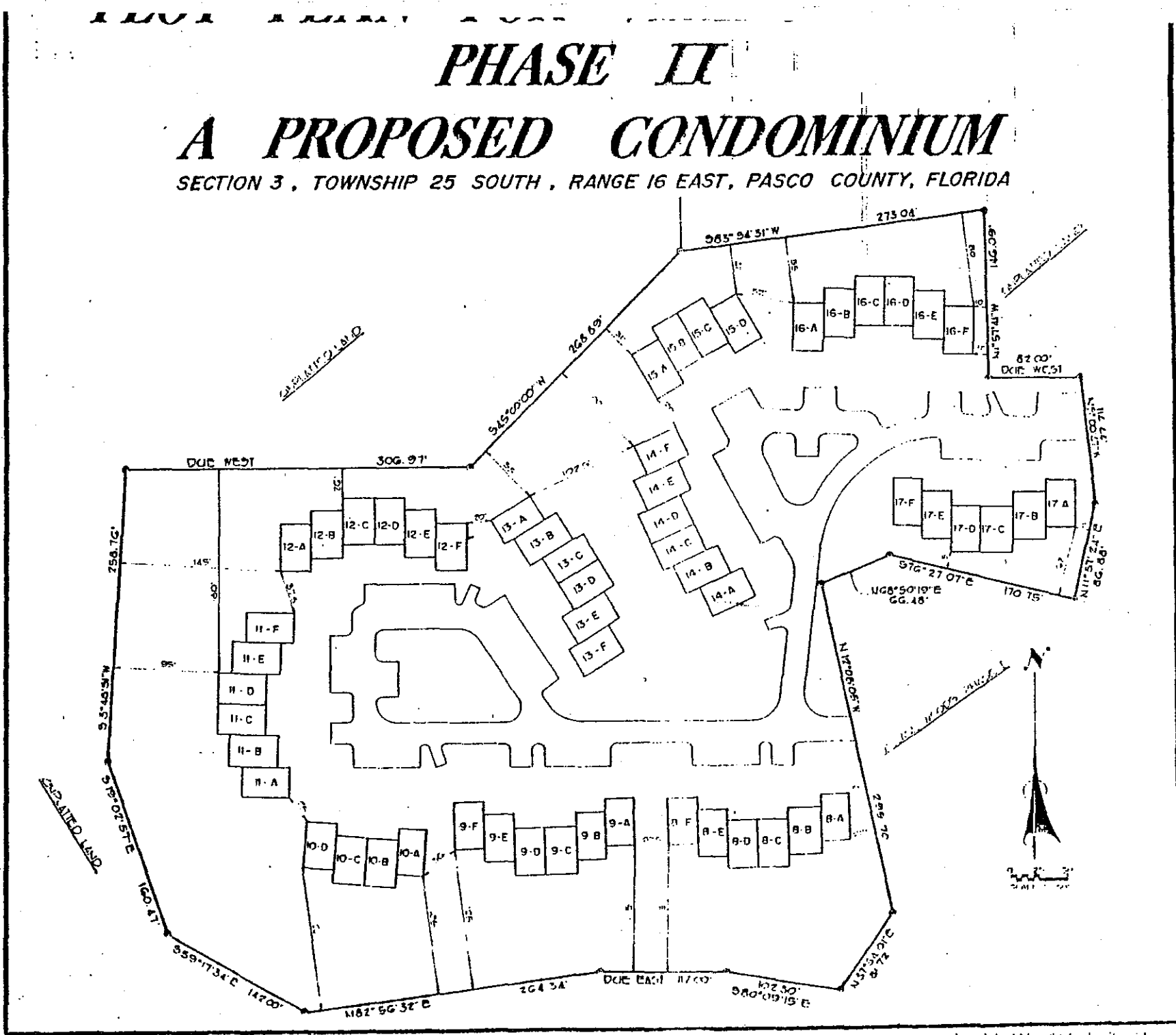
SHEET 3 OF 5

VILLAGE BUCKLE TRAIL  
A CONDOMINIUM  
PLAT PART 1 PAGE

(49) - (51)

Reserved for Phase II Plat

(50)



# VILLAGE WOODS - PHASE II A CONDOMINIUM

SECTION 3, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

## LEGAL DESCRIPTION:

A PORTION OF THE EAST 1/2 OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST EASTERLY CORNER OF BEACON WOODS VILLAGE 5-A AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 11, PAGES 26 AND 27, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY BOUNDARY LINE OF BEACON WOODS VILLAGE SQUARE DRIVE AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 13, PAGES 77 AND 78; OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THE FOLLOWING COURSES AND DISTANCES: NORTH 12°27'00" EAST, 279.89 FEET; 107.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 142.50 FEET AND A CHORD OF 104.89 FEET WHICH BEARS NORTH 7°09'30" WEST; NORTH 20°46'00" WEST, 142.51 FEET; 122.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 437.50 FEET AND A CHORD OF 121.86 FEET WHICH BEARS NORTH 24°35'50" WEST; NORTH 20°25'00" WEST, 107.23 FEET; 134.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 587.50 FEET AND A CHORD OF 137.55 FEET WHICH BEARS NORTH 10°12'50" WEST; DUE NORTH, 19.37 FEET; 137.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 329.36 FEET AND A CHORD OF 156.54 FEET WHICH BEARS NORTH 11°56'26" EAST; THENCE NORTH 70°27'07" WEST, A DISTANCE OF 122.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1°57'24" EAST, A DISTANCE OF 86.86 FEET; THENCE NORTH 5°00'47" WEST, A DISTANCE OF 114.44 FEET; THENCE DUE WEST, A DISTANCE OF 82.00 FEET; THENCE NORTH 1°57'47" WEST, A DISTANCE OF 146.09 FEET; THENCE SOUTH 85°54'31" WEST, A DISTANCE OF 275.04 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 268.89 FEET; THENCE DUE WEST, A DISTANCE OF 306.87 FEET; THENCE SOUTH 5°48'31" WEST, A DISTANCE OF 258.76 FEET; THENCE SOUTH 19°09'57" EAST, A DISTANCE OF 160.47 FEET; THENCE SOUTH 59°17'34" EAST, A DISTANCE OF 142.00 FEET; THENCE NORTH 47°52'32" EAST, A DISTANCE OF 264.34 FEET; THENCE DUE EAST, A DISTANCE OF 117.00 FEET; THENCE SOUTH 80°09'15" EAST, A DISTANCE OF 102.30 FEET; THENCE NORTH 37°54'01" EAST, A DISTANCE OF 81.72 FEET; THENCE NORTH 12°08'05" WEST, A DISTANCE OF 299.20 FEET; THENCE NORTH 66°50'19" EAST, A DISTANCE OF 66.46 FEET; THENCE SOUTH 76°27'07" EAST, A DISTANCE OF 170.75 FEET TO THE POINT OF BEGINNING.

## SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED SURVEYOR, BEING DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THIS MAP OF VILLAGE WOODS PHASE II, A CONDOMINIUM, CONSISTING OF SHEETS 1 THROUGH 3 INCLUSIVE, TOGETHER WITH THE DECLARATION, ARE IN SUFFICIENT DETAIL SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT CAN BE DETERMINED FROM SAID PLAT AND DECLARATION.

*Charles P. Casson*  
 CHARLES P. CASSON  
 FLORIDA SURVEYOR'S REGISTRATION No. 2879  
 DATE: August 27<sup>th</sup> 1980

## DEDICATION:

KNOW ALL MEN AT THESE PRESENTS THAT WE, J.M. LADLAW AND FRANK A. HOSTICKA, PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY OF BEACON HOMES OF FLORIDA INC., A FLORIDA CORPORATION, OWNER OF THE ABOVE DESCRIBED LAND, HAVE CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, Laid OUT AND PLATTED AS VILLAGE WOODS PHASE II, A CONDOMINIUM, PURSUANT TO FLORIDA STATUTES, AND THE STREETS SHOWN HEREON ARE DEDICATED FOR THE COMMON USE AND BENEFIT OF THE CONDOMINIUM UNITS OF VILLAGE WOODS PHASE I, VILLAGE WOODS PHASE II, AND ANY FUTURE CONDOMINIUM UNITS OF VILLAGE WOODS HEREINAFTER PLATTED, AND FOR THE USE OF UTILITY COMPANIES AS THEY MAY BE REQUIRED.

*J.M. Ladlaw*  
 J.M. LADLAW, PRESIDENT  
*Frank A. Hosticka*  
 FRANK A. HOSTICKA, ASSISTANT SECRETARY  
*Witnesses*  
*Carol M. ...*  
 WITNESSES

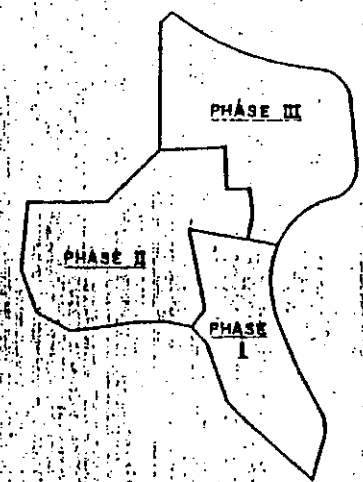
## ACKNOWLEDGEMENT:

I HEREBY CERTIFY THAT ON THE 25<sup>th</sup> DAY OF August, 1980, J.M. LADLAW AND FRANK A. HOSTICKA, PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY OF BEACON HOMES OF FLORIDA INC., A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION, AND THEY ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED, WITNESS MY HAND AND OFFICIAL SEAL, IN THE CITY OF NEW PORT RICHEY, COUNTY OF PASCO, STATE OF FLORIDA.

*Notary Public*  
 NOTARY PUBLIC, STATE OF FLORIDA  
 BY COMMISSION EXPIRES

FILED AND RECORDED: IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 1980, IN PLAT BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ AND \_\_\_\_\_

CLERK OF CIRCUIT COURT



## PORTION OF SHARING COMMON EXPENSES AND COMMON ELEMENTS:

ALL UNITS IN PHASES I AND II: 1/80  
 UPON COMPLETION OF PHASE III: 1/152

SHEET 1 OF 3

VILLAGE WOODS - PHASE II  
 A CONDOMINIUM  
 PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

(50A)

ORDER	DATE	PREPARED BY	FILED	NO.	NO.	L.D.M. CASE	PLAT BOOK	PAGE	DATE

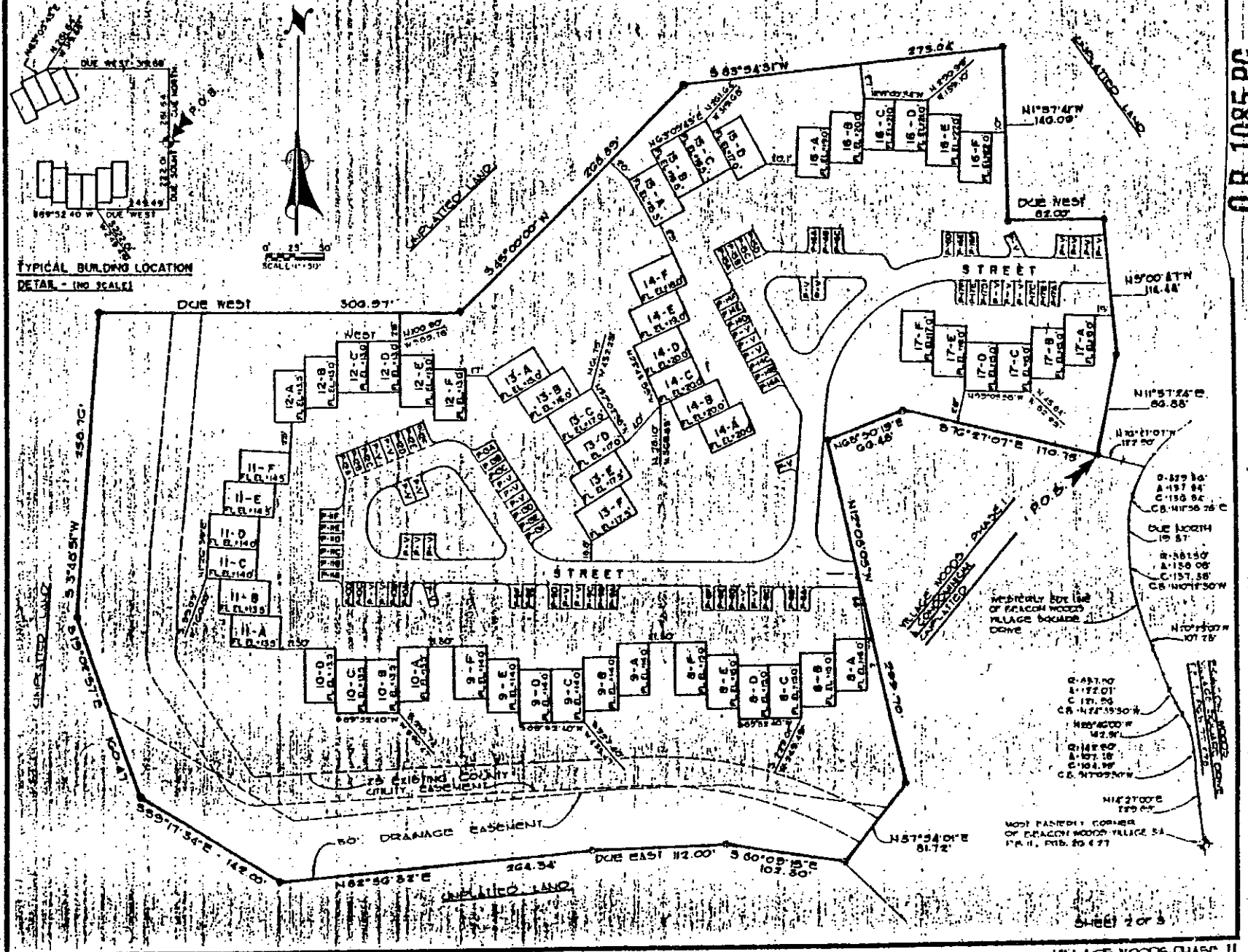
BEACON HOMES OF FLORIDA INC. ORDER No. 68750

Amendment Exhibit 1  
 Page 1 of 3 Pages

O.R. 1085 PG 0262  
 Page 3 of 5 Pages

# VILLAGE WOODS - PHASE II A CONDOMINIUM

SECTION 3, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

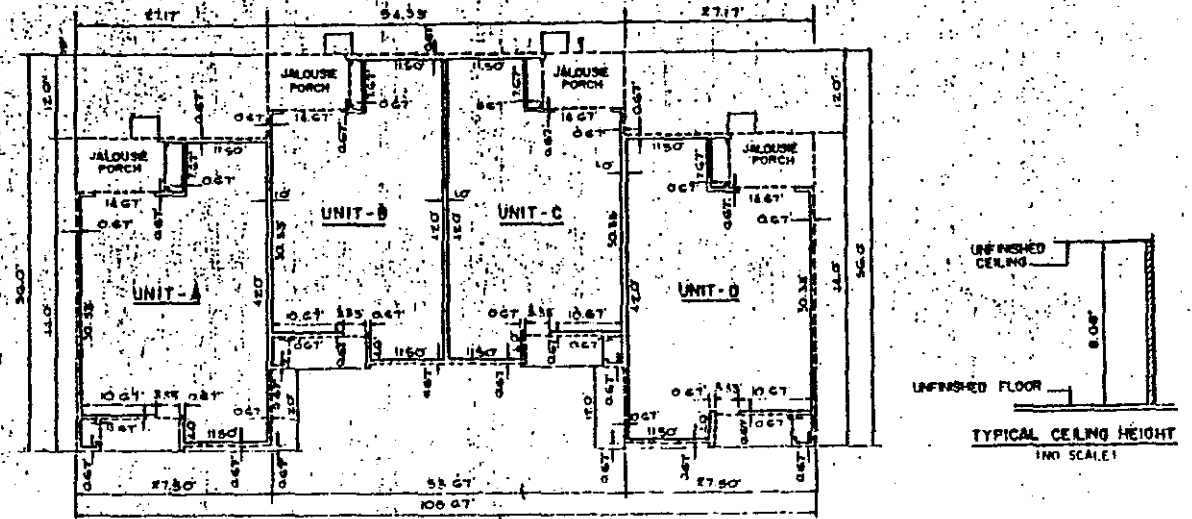


# VILLAGE WOODS PHASE II A CONDOMINIUM

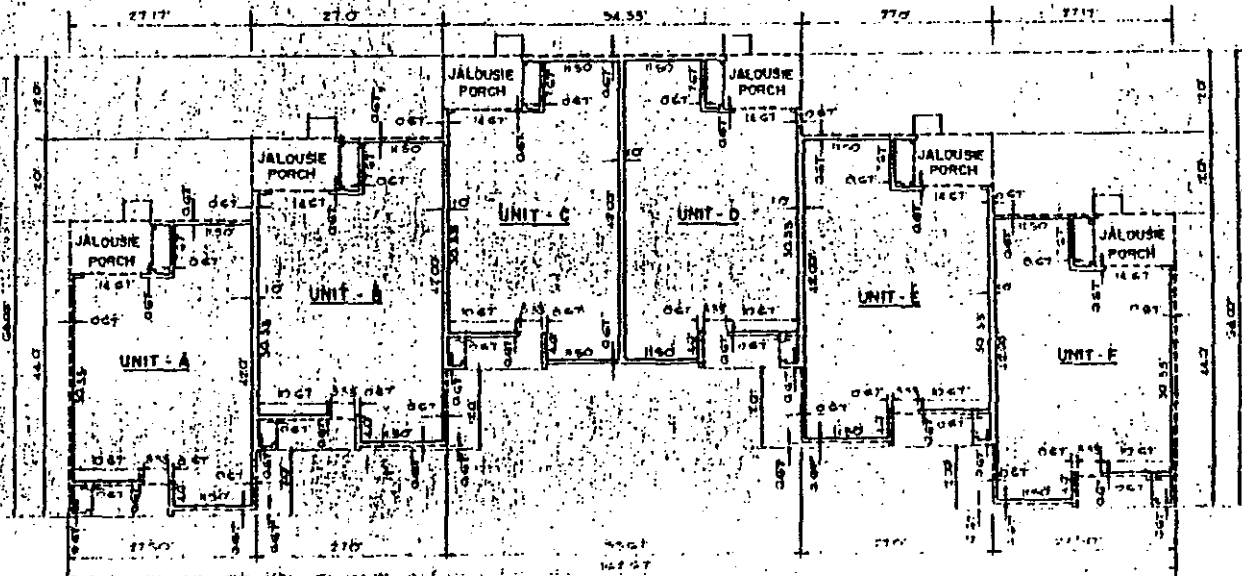
SECTION 3, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

## GENERAL NOTES:

- 1 READINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 1/4 POINT FOR THE EAST BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SECTION 3, RANGE 16 EAST, TOWNSHIP 25 SOUTH, AS SHOWN ON THE PLAN OF BEACON WOODS PHASE II, PLAT BOOK 11, PAGES 161-177, PASCO COUNTY, FLORIDA.
- 2 ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM.
- 3 —○— INDICATES PERMANENT REFERENCE MONUMENT (PRM).
- 4 ALL COMMON ELEMENTS ARE SUBJECT TO EASEMENTS FOR DRAINAGE AND/OR UTILITIES AND ARE NOT GRAPHICALLY ILLUSTRATED HEREON.
- 5 P... FOLLOWED BY (CM) INDICATES LIMITED COMMON ELEMENT SPACE FOR (CM) PARKING. P-Y INDICATES VISITOR PARKING.
- 6 COMMON ELEMENTS WHICH IS, BUT NOT LIMITED TO, CONDUITS, HOSES, OUTLETS, UTILITY LINES, DUCTS, PIPING, BRANCHING SYSTEMS, STREET LIGHTING AND EASEMENTS OF SYSTEMS WHICH THE OWNER HAS NOT BEEN GRAPHICALLY ILLUSTRATED HEREON.



TYPICAL 4 UNIT - FLOOR PLAN DETAIL  
(NO SCALE)



TYPICAL 6 UNIT - FLOOR PLAN DETAIL  
(NO SCALE)

SHEET 8 OF 9

VILLAGE WOODS PHASE II  
A CONDOMINIUM  
PLAT BOOK 11, PAGES 161-177

(51)

"Amendment Exhibit 1"

Page 3 of 3 Pages

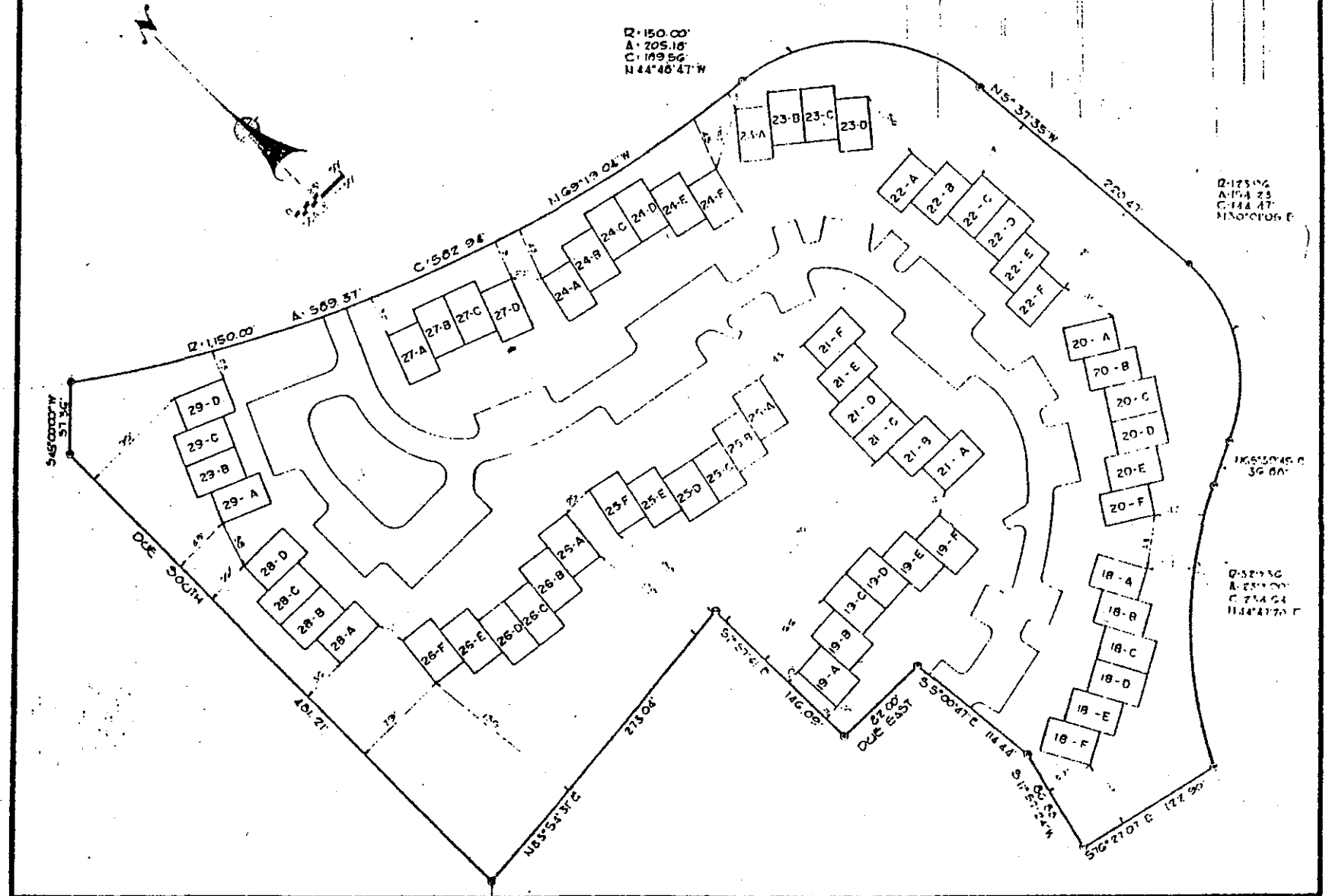
0264  
02 10 95 PG

# PHASE III

## A PROPOSED CONDOMINIUM

SECTION 3, TOWNSHIP 25 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

(52) - (54)  
 Reserved for Phase III Plat



THE STATE OF FLORIDA  
 COUNTY OF PASCO  
 ATTORNEY GENERAL

SURVEYOR'S CERTIFICATE

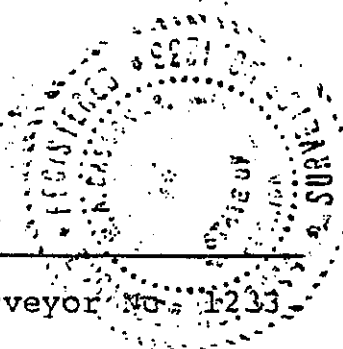
THE UNDERSIGNED, a Registered Land Surveyor in the State of Florida, prepared a survey dated the 27<sup>th</sup> day of June, 1980, of VILLAGE WOODS, PHASE I, a Condominium, such survey being attached to the Declaration of Condominium of VILLAGE WOODS, PHASE I, as recorded in Plat Book 19, Pages 23 through 25, inclusive, of the Public Records of Pasco County, Florida.

The survey, as attached to the Declaration of Condominium of VILLAGE WOODS, PHASE I, together with the wording of the Declaration of Condominium, is a correct representation of the units and the common elements described, and that there can be determined therefrom the identification, location, dimensions and size of each unit and the common elements.

The construction of the condominium is not substantially completed.

DATED this 27<sup>th</sup> day of June, 1980

WALTER A. CASSON, JR.  
Florida Registered Surveyor No. 1233



SWORN TO AND SUBSCRIBED before me this 27<sup>th</sup> day of June, 1980, at New Port Richey, Pasco County, Florida.

NOTARY PUBLIC

My Commission Expires:

6/12/81

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 12 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

