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This Instrument Prepared By:  
Margaret S. Froom, Esquire 056  
Boone, Boone, Boone, Hines & Koda, P.A.  
P.O. Box 1596  
Venice, Florida 34284

**DECLARATION OF CONDOMINIUM OF**

**L'PAVIA, A CONDOMINIUM**



KNOW ALL MEN BY THESE PRESENTS, that WATERFORD LAND COMPANY, INC , a Florida corporation, hereinafter called "Developer," for itself, its successor grantees, and assignees, hereby submits to the Condominium form of ownership, pursuant to Chapter 718 of the Florida Statutes, that certain real property located in the County of Sarasota, State of Florida, which real property is described as "Phase I" in Exhibit "A" attached hereto and made a part hereof by reference. The submission to Condominium ownership is made subject to all provisions of Chapter 718, Florida Statutes, and all restrictions, reservations, covenants, conditions, limitations and easements of public record and as set forth or otherwise referred to herein, all of which shall be and constitute covenants running with the land or equitable servitude upon the land and shall be binding upon the land and shall be binding upon all Umt Owners as hereinafter defined, and their grantees, devisees, mortgagees, successors and assignees

**ARTICLE I**  
**THE CONDOMINIUM ACT**

The provisions of Chapter 718 of the Florida Statutes, (hereinafter referred to as the "Condominium Act") are incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. Further, where Chapter 718 of Florida Statutes is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute this Declaration shall prevail

**ARTICLE II**  
**NAME AND LOCATION**

The name and location by which this condominium is to be identified is.

L'PAVIA, A Condominium  
100 L'Pavia Boulevard  
Venice, Florida 34292

**ARTICLE III**  
**DESCRIPTION OF THE LAND**

The lands owned by Developer, which are hereby submitted to the Condominium form of ownership are the lands specifically described in the attached Exhibit "A" as "Phase I"

The lands shown and denoted on said Exhibit "A" as Phase I, Phase III, Phase IV and Phase V, are specifically described and referred to under Paragraph 5.2, Development Plan, of Article V of this Declaration.

**ARTICLE IV**  
**DEFINITIONS**

The terms used in this Declaration of Condominium and its Exhibits, including the By-Laws of the Association shall be defined and construed in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

4.1 **Assessment**: "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

4.2 **Association**: "Association" means L'PAVIA CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation, and its successors, which is and shall be the legal entity responsible for the operation of this Condominium.

4.3 **Board**: "Board" or "Board of Directors" means the Board of Directors of L'PAVIA CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation.

4.4 **By-Laws**: "By-Laws" means the By-Laws for the governing of L'PAVIA CONDOMINIUM ASSOCIATION, INC.,

4.5 **Common Elements**: "Common Elements" means the portions of the Condominium Property not included in the Units, as herein defined.

4.6 **Common Expenses**: "Common Expenses" means all expenses and Assessments which are properly incurred by the Association for the Condominium

4.7 **Common Surplus**: "Common Surplus" means the excess of all receipts of the Association for this Condominium and the owners of the Units, including but not limited to Assessments, receipts and revenues on account of the Common Elements over the amount of the Common Expenses

4.8 **Condominium**: "Condominium" means that form of ownership of Condominium property under which Units are subject to ownership by one or more owners, and appurtenant to each Unit as a part thereof is an undivided share in the Common Elements.

4.9 **Condominium Parcel**: "Condominium Parcel" means Unit together with the undivided shares in the Common Elements which is appurtenant to the Unit and all other appurtenances thereto.

4.10 Condominium Property: "Condominium Property" means and includes the lands that are subjected to Condominium ownership, whether or not contiguous, together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.11 Condominium Unit or Unit: "Condominium Unit" or "Unit" means that property which is subject to private ownership as defined in the Condominium Act, as further and specifically described in this Declaration and as designated on Exhibits attached hereto and made a part hereof

4.12 Declaration of Condominium: "Declaration of Condominium" means this instrument by which the Condominium is created, as it may be amended from time to time. Throughout this instrument, the "Declaration of Condominium" shall be called the "Declaration"

4.13 Developer: "Developer" means the party who creates the Condominium or who offers Condominium parcels for sale or lease in the ordinary course of business, except that the term "Developer" shall not include the owners or lessees of Units in Condominiums who offer the Units for sale or lease of their leasehold interest for assignment when they have acquired or leased their Units for their own occupancy. Waterford Land Company, Inc., a Florida corporation, is the Developer of this Condominium, and is herein referred to as "the Developer."

4.14 Institutional Mortgagee: "Institutional Mortgagee" means national or state banks, national or state savings and loan associations, insurance companies, FHA approved mortgage lenders and mortgage bankers

4.15 Limited Common Elements: "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.

4.16 Unit Owner or Owner of Unit: "Unit Owner" or "Owner of Unit" means the owner in fee simple of a Condominium parcel or Unit

4.17 Single Family: "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than three persons living together who may or may not be interrelated.

4.18 Surface Water Management System: "Surface Water Management System" shall mean that portion of the Condominium Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including but not by way of limitation, that portion of the Condominium Property subject to the jurisdiction of the Southwest Florida Water Management District ("SWFWMD") and the Sarasota County Natural Sciences Division

**ARTICLE V**  
**DESCRIPTION OF CONDOMINIUM AND DEVELOPMENT PLAN**

The description of the Condominium and the plan for development of the Condominium are as follows:

5.1 Survey, Graphic Descriptions and Floor Plans: A survey of the land which is described in Exhibit "A" showing all existing easements together with a graphic description of the buildings and improvements in which Units are located and a plot plan thereof are all included in Exhibit "A" attached hereto and made a part hereof, which Exhibits together with this Declaration are in sufficient detail to identify the Units, Common Elements and Limited Common Elements of the Condominium property, including any and all future locations and dimensions, which together constitute this Condominium

5.2 Development Plan (Phase Plan): It is the plan of the Developer to establish the Condominium in five (5) separate phases. However, the Developer reserves the right and option to complete only one or more of the planned phases, as the Developer may determine, at its discretion, based upon market and other relevant factors to be considered. Phases need not be built in sequential order

THERE SHALL NOT BE CREATED ANY TIME-SHARE ESTATES IN ANY PHASE

THE NUMBER AND GENERAL SIZE OF THE UNITS FOR EACH PHASE ARE SET FORTH IN ATTACHED EXHIBIT "B" AND IN THIS ARTICLE.

A general description of each phase is set forth below.

(a) Phase I: Phase I shall consist of 16 Units, and the Clubhouse, to be constructed upon the lands described in Exhibit "A." The location of the Units in Phase I is graphically depicted upon Exhibit "A."

(b) Subsequent Phase: The subsequent phases designated as Phase II, Phase III, Phase IV, and Phase V are planned to contain the number of Units shown as follows:

Phase II shall consist of 16 Units.  
Phase III shall consist of 16 Units.  
Phase IV shall consist of 16 Units.  
Phase V shall consist of 16 Units.

Said phases shall be located on the land specifically described on Page 2 of Exhibit "A" attached hereto and graphically depicted upon the location sketch which is a part of said Exhibit

(c) Submission of Phases The Condominium will be created by recording of this Declaration and will initially consist of the land described in Exhibit "A" as "PHASE I" and

improvements built thereon. Each subsequent phase which may be developed by the Developer shall be made a part of the Condominium upon the recordation, by the Developer, of an Amendment to this Declaration in the form which is attached hereto as Exhibit "F." Such Amendment shall describe the additional land and improvements to be subject to the Condominium ownership and the terms and conditions of this Declaration. The mere recording of said Amendment, with reference therein to this Declaration by Official Record Instrument Number of its recording, shall constitute all that is necessary to submit said plans and improvements to Condominium ownership and the terms and conditions of this Declaration. The recording of said Amendment shall likewise constitute and create the easements necessary and desirable as appurtenances to each Unit and each ownership.

The Developer has and reserves the right to sign, acknowledge and record each such Amendment without the approval or consent of the Association or any Unit Owner.

Any land or improvements which are not completed and which are not included in the Condominium by the recording of the aforesaid Amendment shall not have the benefit of any of the easements referred to herein and shall not have the benefits of common ownership, but likewise shall not be subject to charges for Common Expense. Any such land not made a part of this Condominium may be used for any lawful purpose.

(d) When each phase shall be submitted to Condominium ownership, all lands comprising such phase as described in Exhibit "A" attached hereto shall be made a part of the Condominium. All land and improvements thereon comprising each such phase shall become part of the Common Elements of the Condominium, except those portions which are Condominium Units.

(e) As permitted by Section 718.403, Florida Statutes, the Developer reserves the right to modify the Plot Plan as to Units or Buildings types. The Developer has retained the right to modify the Plot Plan as to the configuration, size and dimensions of the Buildings and Units provided that no Unit shall be less than 900 square feet of air conditioned living area nor more than 4,000 square feet of air conditioned living area. The minimum and maximum Building and Units are set forth in Paragraph 1(e) of the Prospectus and Paragraph 5 of the Declaration.

(f) The Developer shall provide all owners of existing Units in the Condominium with written notice to be delivered by mail addressed to each owner at the address of his Unit or at his last known address of the decision of the Developer not to develop and make a part of the Condominium one or more phase(s).

(g) At such time as each subsequent phase shall be completed and made a part of the Condominium, each Unit in such phase shall be entitled to one vote in the Association as provided for in the By-Laws attached hereto as Exhibit "E."

(h) At such time as each phase is made a part of the Condominium, the percentage ownership of each Unit owner in the Common Elements shall be as set forth in paragraph 5.3 of this Article and further shown upon Exhibit "C" attached hereto. In the event that any phase(s) is not

made a part of the Condominium, then the total ownership of the Common Elements shall be re-apportioned accordingly to the schedule set forth in Exhibit "C" attached hereto. Among those Units in completed phases which are made a part of the Condominium, and in the event that one or more phases are not made a part of the Condominium, then the Units which are part of the Condominium shall be collectively entitled to 100% ownership of all Common Elements of the Condominium.

**5.3 Undivided Share in the Common Elements and Share in the Common Expenses and Common Surplus Appurtenant to Each Unit.**

(a) Each Unit shall have as an appurtenance thereto an undivided share in the Common Elements as set forth as a percentage in the schedule contained in Exhibit "C" attached hereto and made a part hereof, which undivided share is further described in Article VII of this Declaration.

(b) The Common Expenses shall be apportioned between and paid by the Unit Owners and the Unit Owners shall share in the Common Surplus in the percentages as set forth in the schedule contained in Exhibit "C" attached hereto. The share of Common Expenses and share of Common Surplus entitlement is further described in Article VII

**5.4 Unit Boundaries.** Each Unit shall consist of that part of the improvements containing the Unit that lies within the boundaries of the Unit, which are as follows:

(a) Each Unit consists of that area and volume of space enclosed by and contained within the unfinished upper boundaries, lower boundaries, and perimetrical boundaries as defined below:

(1) Upper boundaries: The upper boundaries shall be the unfinished surface (horizontal plane) of the floors

(2) Lower boundaries. The lower boundaries shall be the unfinished surface (horizontal plane) of the floors.

(3) Perimetrical boundaries The perimetrical boundaries shall be the unfinished inner surfaces of the perimeter walls of the Unit. When there is attached to the building a balcony, garage or other portion of the building serving only the Unit being bounded, then the interior unfinished surface of any such balcony, garage or building portion shall be included within and be a part of the Unit.

(b) Interior Dividing Wall: The Unit shall include interior dividing walls and partitions including the space occupied by such interior walls or partitions and balconies excepting load bearing interior walls

(c) Exterior Perimeter Walls/Load Bearing Walls: The owner of each Unit shall

not be deemed to own the unfinished surfaces of the exterior perimeter walls or the undecorated and/or unfinished surfaces of the interior load bearing walls. The Unit Owner shall be deemed to own all wallpaper, paint, plaster, carpeting and other finishing materials affixed or installed as a part of the physical structure of the Unit.

(d) Floors and Ceilings: The Unit Owners shall not be deemed to own the unfinished and/or undecorated surfaces of the perimeter floors and ceilings surrounding the Unit. The Unit Owner shall be deemed to own all tile, carpeting and floor coverings, as well as paint and plaster ceiling surfaces which shall be installed as a part of the physical structure of the Unit.

(e) Utility Equipment and Conduits: The Unit Owner shall be deemed to own the pipes, wires, conduits, air passageways, ducts or other utility lines located within the Unit boundaries, as above described, and which service the Unit only. However, the Unit Owner shall not be deemed to own pipes, wires, conduits, air passageways, ducts or other utility lines running through or adjacent to the Unit which are utilized for or serve more than one Unit or the common areas, which items shall be made a part of the Common Elements.

(f) Air Conditioning/Heating: Any air conditioning/heating equipment which services only a single Unit shall be considered part of said Unit and not a Common Element.

(g) Windows and Doors: All windows and doors servicing a Unit shall be a part of the Unit. All glass, screen and screening shall be a part of the Unit.

5.5 Common Elements The Common Elements shall include the following:

(a) The land on which the improvements are located and all other lands included in the Condominium property, whether or not contiguous.

(b) All parts of the Condominium building(s) and improvements which are not included within the Units, as "Units" are herein defined.

(c) An easement of support in every portion of a Unit which contributes to the support of a building.

(d) Installations for the furnishings of utility services to more than one Unit or to the Common Elements.

(e) Elevators and elevator shafts and stairwells, if applicable.

(f) All roadways and sidewalks being a part of the Condominium property.

(g) The Surface Water Management System.

(h) All parking spaces and driveways, subject to the rights of Unit Owners to whom an assignment of right to use a Limited Common Element has been made in accordance with

the terms of Paragraph 5.6(a) below

- (i) All lighting fixtures utilized to illuminate the Common Elements.
- (j) All lawns, trees and landscaping.
- (k) All exterior railings and exterior stairways.

5.6 Limited Common Elements:

- (a) Garages are Limited Common Elements
- (b) The Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and shall pass with a Unit as an appurtenance thereto with the exclusive right to use the Limited Common Elements so appurtenant.

5.7 Recreational Facilities. Developer shall have the right, but not the obligation, to construct recreational facilities upon the land described in Exhibit "A" attached hereto. In the event that the Developer shall, at its election, construct recreational facilities upon said property, the Unit Owners shall have the right to use such facilities in accordance with the terms and provisions stated in Paragraph 5.8 below

5.8 Additional Common Facilities: The Developer shall have the right, but not the obligation, to build and construct recreational facilities consisting of a recreational building and one swimming pool which additional recreational facilities, if constructed by the Developer, shall be available for use by all Owners of Units in L'PAVIA CONDOMINIUM ASSOCIATION, INC as these facilities are Common Elements as same is defined in Paragraph 4.5 of this Declaration. In the event that the Developer shall build recreational facilities, the Developer shall, within one year following the date of completion of the last Phase to be developed by Developer to be made a part of the L'PAVIA CONDOMINIUM ASSOCIATION, INC, convey any such recreational facilities together with the land upon which they are located to L'PAVIA CONDOMINIUM ASSOCIATION, INC

All costs of ownership, maintenance, repair and replacement of such recreational facilities and improvements, including but not limited to maintenance and repair costs, taxes, utilities and insurance, shall be paid by the Association as such facilities are Common Elements

5.9 Amendment of Plans by Developer:

(a) Alteration of Unit Plans. This Condominium will be developed as a phase condominium and accordingly, the Developer, pursuant to the provisions of 718.403, Florida Statutes, hereby retains the right at any time prior to seven years after the recording date of this Declaration, to submit to the Condominium Form of Ownership by amendments to this Declaration the additional phases described in Paragraph 5.2(b) and depicted in the Survey and Site Development



Plan attached hereto as Exhibit "A."

(b) Amendment of the Declaration An Amendment of this Declaration reflecting an alteration by the Developer of the Unit plans, as set forth in Paragraph 5.9(a) above, need not be approved by the Unit Owners, lienors, mortgagees of other Units of the Condominium whether or not said signatures are elsewhere required for an Amendment, provided, however, that any such changes or alterations do not decrease the percentage interest in the Common Elements of any Unit already sold. Further, an Amendment to this Declaration solely to meet the requirements of Section 718.104(4)(e), Florida Statutes, as amended, relating to the recording of the appropriate surveyor's Certificate upon substantial completion of construction of the Condominium, need be signed and acknowledged only by the Developer only.

#### ARTICLE VI EASEMENTS

The following easements are expressly provided for and granted or reserved in favor of the Developer, the Unit Owners, and all mortgagees and occupants of the Units in this Condominium, and their successors, assigns, guests, invitees, or other authorized occupants or visitors.

6.1 Access Easement (Right-of-Way): There shall be a perpetual, non-exclusive easement for pedestrian and vehicular traffic upon and across that parcel of land described upon Exhibit "A" attached hereto. Such easement shall exist for the purpose of ingress and egress, and passage and entry in favor of the public at large. Such access easement, as described in Exhibit "A," has been dedicated as a public right-of-way by proper instrument duly recorded in the public records of Sarasota County, Florida.

6.2 Utilities Perpetual, non-exclusive easements are reserved throughout the Condominium property as may be required for utility services which may be provided by the Developer, its successors or assigns, or by any utility company to provide services to the Condominium. This grant of easement includes the right to install and maintain all necessary equipment upon the Condominium property and to enter upon the Condominium property to service same. In the event that any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

6.3 Encroachments: In the event that any Condominium Unit or Common Element shall encroach upon any of the Common Elements of the Condominium or upon any other Unit, for any reason except the intentional or negligent act of another Unit Owner, then an easement shall exist to the extent of such encroachment for so long as the same shall exist.

6.4 Traffic: A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, parking areas, elevators, recreation area facilities and other portions of the Common Elements as may from time to time be necessary and intended for such purpose and use for the purpose of going from one portion of the Condominium to another, and for vehicular traffic as may be necessary for the Unit Owners, the Developer, its assigns, guests and invitees; provided, however, that nothing contained herein shall be construed to allow any person or entry to enter upon the Condominium unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit

6.5 Access: A perpetual easement shall exist for the purpose of ingress, egress, passage and entry in favor of all employees of the Association, all employees of the Developer and its successors, assigns, guests and invitees.

6.6 Maintenance: Perpetual, non-exclusive easements are reserved throughout the Common and Limited Common Elements of the Condominium for maintenance purposes in order to adequately maintain all such areas.

6.7 Roads: All Unit Owners and occupants of any Unit, their guests and invitees shall have an easement over any private roads constructed on the Condominium.

6.8 Reservation for Future Development: The Developer, for itself and its successors, assigns and mortgagees, hereby reserves and retains an easement or easements for sewer and drainage lines, waterlines and electric lines, telephone lines and for other utility services as may be necessary for the development of lands belonging to Developer other than those lands submitted to Condominium ownership by this instrument until such time as Developer has completed all improvements to be constructed by it and conveyed all Units to be made a part of the Condominium.

**ARTICLE VII**  
**OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS**  
**AND SHARE OF COMMON EXPENSES AND VOTING RIGHTS**

7.1 Ownership of Common Elements and Common Surplus: Each Unit shall have and own an undivided percentage interest in the Common Elements and Common Surplus. The undivided interest owned by each Unit Owner in the Common Elements and Common Surplus is set forth on Exhibit "C" attached hereto and made a part thereof

The Developer has not considered the size of the Unit in apportioning the Common Expenses and in determining the ownership of the Common Elements and Common Surplus. Each Unit in Phase I has an undivided one sixteenth (1/16th) share in the ownership of the Common Elements and the Common Surplus

If and when the Developer elects to submit additional phases to Condominium ownership,

the percentage of the undivided ownership interest in the Common Elements appurtenant to each Unit of the prior phases shall be automatically adjusted and the new percentage of the undivided ownership interest in the Common Elements appurtenant to each Unit at that time shall be determined by dividing one by the total number of Units which have been submitted to the Condominium ownership. Thus, for example, if and when Phase II is added to the Condominium and assuming that Phase II will have sixteen (16) Units, each Unit in Phase I and Phase II will have appurtenant to it a one thirty-second (1/32nd) undivided ownership interest in the Common Elements and Common Surplus. The adjusted fractional undivided ownership interest in the Common Elements attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to Condominium ownership pursuant to the Declaration.

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

7.2 Share of Common Expenses: Each Unit Owner shall be responsible for the payment of a proportionate share of the Common Expenses, which proportionate share shall be a percentage thereof equal to the undivided percentage interest as set forth on Exhibit "C" and as provided in Paragraph 7.1 above.

7.3 Voting Rights: Subject to the provisions of the By-Laws of the Association applicable thereto, a Unit Owner is entitled to one vote for each Unit owned. In the event that the Unit shall be owned by more than one individual, then all owners of such Unit shall agree upon and designate, in writing, the name of one of the individual Unit Owners of that Unit as the designated voter, which shall be filed with the Secretary of the Association. Only the Unit Owner so designated shall be entitled to vote for the Unit.

7.4 Restraint Upon Separation and Partition of Common Elements: The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall be permitted.

#### ARTICLE VIII MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the Condominium property and restrictions upon alterations and improvements shall be as follows:

8.1 Common Elements and Limited Common Elements:

(a) By the Association. The maintenance and operation of the Common Elements, including the Surface Water Management System as more specifically described below, and items specified herein shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses.

(b) Surface Water Management System The maintenance and operation of the Surface Water Management System, including, but not limited to, all lake banks, swales, ditches, retention and detention ponds within the Condominium Property, wherever located, shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses. If the Surface Water Management System, or related facilities, are not adequately maintained in accordance with Sarasota County and/or SWFWMD standards, or if the Association should fail to exist, Sarasota County and/or SWFWMD shall have the right, but not the obligation, to go onto the property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. Sarasota County and/or SWFWMD shall have the right to recover all expenses of such operation, maintenance, and repair by imposing and enforcing assessments, including the right to impose liens, as set forth in these restrictions.

(b) Alteration and Improvement After the completion of the improvements included in the Common Elements and Limited Common Elements which are set forth in this Declaration, or which are contemplated by the Developer when the several stages of development as set forth herein are completed, there shall be no alterations of nor further improvements made to the Common Elements or Limited Common Elements without prior approval in writing of not less than 75% of the Owners at the time of the proposed improvements. Any such alteration or improvement which is approved, by not less than 75% of the Owners as aforesaid, shall not interfere with the rights of any other Unit Owner without his specific consent. Notwithstanding anything herein to the contrary, the Board of Directors of the Association may, by proper action in accordance with the By-Laws of the Association, cause to be made necessary maintenance, repairs and/or replacements without Unit Owner vote, as herein described. There shall be no change in the shares and rights of the Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvement.

(c) If, due to willful, careless or negligent act or omission of a Unit Owner, a member of its family, household pet, a guest, invitee or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance shall be required which would otherwise be a Common Expense, then such Unit Owner shall be responsible for such damage and maintenance as may be determined by the Association

8.2 Units:

(a) By the Association: The Association shall maintain, repair and replace at the Association's expense the following:

- (1) Any and all load-bearing columns and load-bearing walls which shall

contribute to support of more than one Unit, except the interior finish and surfaces of such columns and walls.

(2) All conduits, ducts, plumbing (except plumbing lines within the common area but which serve a single Unit), wiring and other facilities for the furnishing of the utility services contained in the portions of a Unit maintained by the Association and all such facilities contained within a Unit that services part or parts of the Condominium other than the Unit within which it is contained.

(3) The exterior doors and exterior door frames and exterior windows and exterior window frames of a Unit.

(4) The exterior painting of a Unit.

(b) By the Unit Owner: The responsibility of a Unit Owner shall be as follows:

(1) To maintain, repair and replace at its sole expense all portions of the Unit, except the portions to be maintained, repaired or replaced by the Association, and including but not limited to all window glass, screens and screening, electric panels, electric wiring, electric outlets and fixtures, door bells and door knockers, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing (including plumbing lines within the common areas that serve his Unit only), fixtures and connections within the Unit, interior surfaces of all walls, including drywall and plaster, floors, and ceilings and all other portions of his Unit or Limited Common Element located within the exterior boundary walls surrounding his cubical or space except the portions specifically to be maintain, repaired and replaced by the Association as set forth in Paragraph 9.2(a) above.

(2) Not to cause or permit any alteration to the Condominium property except the interior portions of the Unit Unit Owner shall not cause or permit any alteration or modification of structural and load-bearing walls.

(3) Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the building.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(c) Alteration and Improvement: Except as otherwise reserved to the Developer and subject to other provisions of this Declaration, no Unit Owner shall make any alteration or improvement to his Unit unless he has first obtained approval in writing of the Board of Directors of the Association. If said owner has received the above approval, then the Unit Owner may make such alteration or improvement at his sole and personal expense, provided all work shall be done without disturbing the rights of other Unit Owners; and providing the Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony, patio, screening, exterior

door, window, structural or load bearing member, electrical service or plumbing service, and further, provided that all alterations and improvements shall be in compliance with all existing building codes; and no alterations shall cause any increase in any insurance premium to be paid by the Association

(d) Failure to Repair: In the event that a Unit Owner shall fail to timely make any repair required to be made by the Unit Owner by the provisions of this Article, which failure to repair shall adversely affect a Unit or Common Element of the Condominium, then the Association may enter into such Unit, upon reasonable notice and during reasonable hours, to inspect such Unit and make necessary repairs and/or maintenance. The Association shall be entitled to recover from the Unit Owner all costs of such repairs.

(e) Surface Water Management System. It shall be the responsibility of each Owner to comply with the construction plans of the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No Owner may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, if any, as described in the approved permit and the plat(s) for the Condominium Property unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Owner's responsibility not to remove native vegetation that become established within the wet detention ponds. Removal includes dredging, the application of herbicides or algicides, introduction of grass carp, and cutting. Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department. As used in this section, the terms "wetland", "buffer areas", "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permit(s) for the Subdivision and the regulations of SWFWMD.

The Surface Water Management System for the Condominium Property shall be installed, operated and maintained by the Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the Surface Water Management System shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority.

#### ARTICLE IX ASSESSMENTS

The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

9.1 Share of Common Expenses: Each Unit Owner shall be liable for a share of the Common Expenses and shall share in any Common Surplus in accordance with the percentage ownership as stated in Exhibit "C" attached to the Declaration. No Unit Owner shall have the right to withdraw or receive distribution of his share of the Common Surplus except upon termination of the Condominium as provided herein.

9.2 Payments: Each Unit Owner shall timely pay all maintenance fees, Assessments and

installments. Any maintenance fees, Assessments and/or installments paid ten (10) days after the same is due shall bear interest until paid at the maximum legal rate of interest allowed by law. The Association shall also have the right to charge a late fee.

9.3 Lien for Assessments The Association shall have a lien on each Unit for any unpaid Assessments, late fees and for interest thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording a Claim of Lien stating the description of the Unit, the name of the record owner thereof, the name and address of the Association, the amount due and the date when due, in the Public Records of Sarasota County, Florida, and said lien shall continue for a period not to exceed one year after the lien has been recorded or until all sums secured by the lien shall have been fully paid, whichever shall first occur. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien. Liens for unpaid Assessments shall be enforced in the same manner as a foreclosure of a mortgage on real property. In any such foreclosure of lien proceedings, the Court, at its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. The Association shall have the further right to bring suit against the Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Any action to enforce a lien for unpaid Assessments shall be in accordance with the provisions of Florida Statute 718.116, as the same shall be amended from time to time.

The Association shall have the power to purchase a Condominium Unit at the foreclosure sale, and to thereafter hold, lease, mortgage or convey the same. Any lien(s) for unpaid Assessments recorded in the public records shall be subject to existing mortgages or liens recorded prior thereto. When the mortgagee of a first mortgage of record or other purchaser obtains title to the Condominium Unit as a result of foreclosure of the existing first mortgage, such acquirer of title and its successors and assigns shall, as provided in Section 718.116(1)(b), Florida Statutes, be liable for unpaid Assessments or Common Expenses by the Association pertaining to such Condominium Unit which became due and payable prior to the acquisition of title as a result of the foreclosure.

#### ARTICLE X ASSOCIATION

The operation of the Condominium shall be by L'PAVIA CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, created and existing under the laws of the State of Florida, which will fulfill its functions pursuant to the following provisions.

10.1 Articles of Incorporation A copy of the Articles of Incorporation of the Association is attached hereto and entitled Exhibit "D."

10.2 By-Laws: A copy of the By-Laws of the Association is attached hereto and entitled Exhibit "E."

10.3 Authority: The Association shall have all of the powers and authority reasonably necessary to operate the Condominium as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, as those may be amended from time to time. Said Association shall also have all the powers and duties of an Association as set forth in the Condominium Act, the power to acquire and enter into Agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, and the power to contract for the management of the Condominium and to delegate to the manager all of the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws or the Condominium Act to have the approval of the Board of Directors or the membership of the Association

**ARTICLE XI**  
**L'PAVIA CONDOMINIUM ASSOCIATION, INC.**

The Association and each Unit Owner are members of the L'PAVIA CONDOMINIUM ASSOCIATION, INC , a Florida corporation not-for-profit, and each Unit Owner, by virtue of ownership of a Condominium Unit, shall be bound by the terms, conditions, duties, liabilities and obligations under the Declaration and the Association's Articles of Incorporation and By-Laws. Each Unit Owner by virtue of acceptance of the deed of conveyance to their Unit, acknowledges that the aforesaid, L'PAVIA CONDOMINIUM ASSOCIATION, INC., has certain rights which supersede and are paramount to the rights of the Unit Owner, as more particularly provided in the instruments referred to in this Article, including the right of L'PAVIA CONDOMINIUM ASSOCIATION, INC to levy Assessments against the Association and the Units in this Condominium and the lien rights in favor of said L'PAVIA CONDOMINIUM ASSOCIATION, INC., and other rights as more fully set forth in said instruments. The aforesaid Association's Articles of Incorporation, Exhibit "D," and By-Laws, Exhibit "E," are attached to this Declaration with the same force and effect as though they were fully set forth herein

**ARTICLE XII**  
**INSURANCE**

Insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the following provisions.

12.1 Authority to Purchase: All insurance policies upon the Condominium Property shall be purchased by the Association and the named insured shall be the Association, individually and as agent for the Unit Owners, naming them and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of Unit Owners

12.2 Responsibility of Individual Unit Owners: It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal property, floor, wall and ceiling coverings within Units, or living expenses of any Unit Owners, but the Unit Owner is authorized to obtain such insurance at his own expense provided such insurance shall not be of such nature to affect policies purchased by the Association. In furtherance of this paragraph,



Unit Owners shall furnish the Association with copies of all insurance policies obtained by them.

12.3 Coverage:

(a) All buildings and improvements upon the land and all personal property included in the Common Elements shall be insured in the amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, or 100% of the full insurable value, whichever is greater, as determined by the Board of Directors of the Association. Such coverage shall afford protection against the following:

(1) Loss or damage by fire or other hazards covered by standard extended coverage endorsement.

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to, vandalism and malicious mischief.

(b) Public Liability: In such amounts and in such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner, and also with waiver of the insured's right of subrogation if reasonably available.

(c) Workers' Compensation: Workers' Compensation insurance shall be carried in an amount sufficient to meet the requirements of the Florida Workers' Compensation Law

(d) Other Insurance: The Association may at its option purchase and maintain in full at all times such other insurance and in such amounts as the Board of Directors shall from time to time determine to be desirable.

12.4 Premiums: Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense

12.5 Association as Agent: The Association is irrevocably appointed agent for each owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and execute and deliver releases upon the payment of claims.

12.6 Insurance Trustee and Share of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds in an amount of \$10,000.00 or more covering property losses shall be paid to an Insurance Trustee to be approved by the Board of Directors of the Association, which shall be a savings and loan or other qualified lending institution having offices in Sarasota County, Florida, and possessing the requisite trust powers. Said trustee shall hereinafter be referred to as "Insurance Trustee". All proceeds less than \$10,000.00 shall be

handled by the Association. The duty of the Insurance Trustee shall be to receive such proceeds as they are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee

(a) Common Elements Proceeds on account of damage to Common Elements shall be held with an undivided share for each Unit Owner of the Condominium, such share being the same as the share of the Common Elements previously set forth in Paragraph 5.3 herein

(b) Units: Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored for the owners of damaged Units, in proportion to the cost of repairing the damages suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association

(2) When the building is not to be restored for the owners or the Units in such building, in undivided shares being the same as their respective shares in the Common Elements as previously herein shown.

(c) Mortgagees: In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided however, that no mortgagee shall have any right to determine as to whether or not any damage to property shall be reconstructed or repaired except as may be provided for in this Article and Article XIII hereafter

12.7 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to and for the benefit of the beneficial owners in the following manner:

(a) Expenses of Trustee: All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

(b) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners. Remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

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

(d) Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President, and its Secretary, and by the Association Managing Agent as to the names of the Unit Owners and their respective share of the distribution

12.8 Lender's Notices: Upon written request by a mortgagee to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable,

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**ARTICLE XIII**  
**RECONSTRUCTION OR REPAIR AFTER CASUALTY**

13.1 Determination to Reconstruct or Repair: If any part of the Condominium shall be damaged by casualty, whether or not it shall be constructed or repaired shall be determined in the following manner:

(a) Common Elements: If the damaged improvement is a Common Element the same shall be reconstructed or repaired, unless the damages to the building containing such Common Element extend to the Units in which case the provisions of 13.1(b) below shall apply

(b) Building:

(1) Partial Destruction: If the damaged improvement is one of the buildings and less than 90% of the amount of the insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless 75% of the owners and all of the institutional mortgagees holding first mortgages upon the Units contained within such building shall within sixty (60) days after casualty agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is one of the buildings and 90% or more of the amount of the casualty insurance applicable to such building is forthcoming by reason of such casualty, then the building shall not be reconstructed or repaired unless within sixty (60) days after casualty 75% of the owners of the Units and all institutional mortgagees holding first mortgages upon the Units contained within said buildings shall, within sixty (60) days after the casualty, agree in writing that the same shall be reconstructed or repaired

(c) Certificate: The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Managing Agent to determine whether or not the Unit Owners have made a decision whether or not to reconstruct or repair.

13.2 Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a building housing Units, then by the owners of all the damaged Units therein, which approval shall not be unreasonably withheld. The approval of the plans and specifications of institutional first mortgagees holding mortgages on the Units involved must also be obtained prior to reconstruction

13.3 Responsibility: If the damages are only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other cases the responsibility of reconstruction and repair after casualty shall be that of the Association

13.4 Estimates of Cost: When the Association shall have the responsibility of reconstruction or repair, prior to commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

13.5 Assessments for Reconstruction and Repair: If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair for which the Association is responsible, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as a Common Expense.

13.6 Construction Funds. The funds for the payment of the cost of reconstruction and repair after casualty which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against such Unit Owners shall be disbursed in payment of such costs in the following manner.

(a) Association: If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited with the Association or with the Insurance Trustee as controlled by the provisions under Article XII.

In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the cost of reconstruction and repair.

(b) Insurance Trustee: The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association for collection of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of the construction and repair in the following manner:

(1) Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of construction and repair lies with the Unit Owner shall be paid by the Association or the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(2) Association Lesser Damage: If the amount of estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association Major Damage: If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such cost in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus: It shall be presumed that the first monies disbursed in payment of cost of construction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however, that the part of a distribution to a beneficial owner which is in excess of the assessment paid by such Owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate: Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessment shall be deposited by the Association with the Insurance Trustee nor to determine whether the disbursement from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President, or Secretary, or the Association's Managing Agent, as to any or all of such matters, and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid, provided then when a mortgagee is herein required to be named as payee, the

Insurance Trustee shall also name the mortgagee as payee, and further provided that when the Association or mortgagee which is the beneficiary of an insurance policy, and the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association.

**ARTICLE XIV**  
**RESPONSIBILITIES OF UNIT OWNERS**  
**AND**  
**USE RESTRICTIONS**

In addition to all other obligations and duties of Unit Owners as set forth in this Declaration, every Unit owner shall have these additional responsibilities:

14.1 Every Unit Owner shall promptly and timely pay maintenance fees and Assessments when levied by the Association.

14.2 To fully comply with all rules and regulations which may be established by the Association, from time to time

14.3 To fully comply with the following restrictions governing the use of Condominium property and Units

- (a) No Unit may be used for any purpose other than single family residence
- (b) Two pets will be allowed for owner-residents only. No further pets or animals shall be kept or maintained in the Condominium Unit. No pets will be allowed for lessees/tenants
- (c) There shall be no parking of boats, commercial trucks, trailers, motorcycles or any vehicles other than passenger vehicles ( i e cars, vans, sport utility vehicles, and non-commercial passenger pick-up trucks) in any parking area except locations which may be designated by the Association for such specific purposes, if any
- (d) Units may be rented or leased only after approval by the Association, as provided for in Article XV of this Declaration, and provided that the entire Unit only may be rented and may not be subdivided, and that the occupancy thereof shall only be by the lessee, his family and guests, and further provided that Units may not be leased or rented for a term less than three months
- (e) No reflective window coverings shall be permitted on the windows of a Unit.
- (f) No antennas, basketball back boards, poles or hoops, bird feeders or other devices shall be permitted on the exterior of a Unit or the Common Elements.
- (g) No signs, except those permitted by the Developer, shall be placed on the exterior of a Unit, showing through the window of a Unit, or in the Common Elements.

(h) No clothes or clothes lines shall be attached to or hung from the exterior of a Unit or the Common Elements

**ARTICLE XV**  
**SALE, RENTAL, LEASE OR TRANSFER**

15.1 **Option of Association:** In the event any Unit Owner desires to sell, transfer, rent or lease his Unit, the Association shall have the option to purchase or lease any such Unit upon the same terms and conditions as are offered by the Unit Owner to any third party, subject to the following provisions.

(a) Prior to sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse or member of its immediate family, the Unit Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, rental, lease, or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement or lease and such other information as may be reasonably required by the Board. The Board shall have ten (10) days to notify the Unit Owner of its decision. Failure to do so shall be deemed a breach hereof, and any sale, rental, lease or transfer in a contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee. Failure of the Board to act within said ten (10) day period shall be the equivalent of its approval and may be established by means of an affidavit attached to the deed conveying the Unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by the President or Vice President of the Association, which may be recorded in the Public Records of Sarasota County, Florida, by and at the expense of the purchaser, lessee or transferee, and if there be any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, lessee or transferee.

(b) If the proposed sale is bona fide but the Board disapproves the same and exercises its option to purchase, when the Board notifies the Unit Owner of its exercise of the option, it shall deliver to the Unit Owner the deposit required under the terms of the proposed sale within the above mentioned ten (10) days and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the proposed sale previously furnished to it. If the Board furnishes the notice to the Unit Owner that it exercises its option but fails to deliver the required deposit, such action shall be the equivalent of its consent which may be established as provided in the procedures in the preceding Subparagraph (a).

(1) If the Board notifies the Unit Owner that it exercises the option and accompanies its notice with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned to any member or members of the Association. The member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association.

(2) Thereupon, the Selling Unit Owner may either close the proposed sale of its Unit with the Association or a member or members to whom its obligation to purchase the Unit

has been assigned or withdraw the offer specified in its notice to the Board. If neither the Association nor an assignee member or members close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association to the Unit Owner shall be forfeited by the Association and retained by the Unit Owner who may then consummate the transaction with the party who made the original bona fide offer. To perfect title in its transferee, an affidavit executed by the Selling Unit Owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the Unit being sold.

(3) If the proposed transfer is not a bona fide sale, nor excluded by the provisions of this Article, then the fair market value as determined from an independent appraisal shall be used for the transfer price.

15.2 Board Approval: There shall be no sale, lease, transfer of interest nor transfer of possession of a Unit without the prior written approval of the Board. In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, which shall provide the name, address and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board may charge a reasonable transfer fee. The Board must either approve or disapprove the request for approval within ten (10) days after its receipt. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee or transferee. If the Board fails to give the Unit Owner written notice of approval of the proposed lease within the foregoing ten (10) day period, its failure to give such notice shall be the equivalent of its consent.

15.3 The provisions of this Article shall not apply to the sale of Units by the Developer.

15.4 Exception: The provisions of this Article restricting transfer of a Unit shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as a result of owning 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.

15.5 Separation of Interest. A sale of a Unit shall include all of its appurtenances whether so stated or not, and appurtenances may not be sold separately from a Unit. A lease of a Unit shall include any parking space assigned to it and no parking space may be leased separately from the Unit to which it is assigned. No Unit may be partitioned or subdivided.

15.6 Unauthorized Transaction. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void, unless subsequently approved by the Association.

15.7 Fee for Approval: No fee shall be charged by the Association in connection with the transfer or approval which is in excess of the expenditures reasonably required for such transfer and



this expense shall not exceed the fee permitted under the Condominium Act, as amended from time to time.

15.8 Notice of Lien or Suit:

(a) Notice of Lien: A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) Notice of Suit: A Unit Owner shall give notice in writing to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof

(c) Failure to Comply: Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

**ARTICLE XVI**  
**PURCHASE OF UNITS BY ASSOCIATION**

The Association shall have the power to purchase Units, subject to the following provisions

16.1 Decision The decision of the Association to purchase a Unit shall be made by its Directors, without approval of its membership except as elsewhere provided in this Article

16.2 Limitations If at any one time, after the Developer has relinquished control, the Association shall be the owner or agreed purchaser of five or more Units, it shall not purchase any additional Units without the prior written approval of 75% of the members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be eligible to vote thereon.

**ARTICLE XVII**  
**COMPLIANCE AND DEFAULT**

Each Unit 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 adopted pursuant thereto as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief, in addition to other remedies provided in this Declaration and the Condominium Act:

17.1 Enforcement: The Association, its manager or other authorized persons are hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association by such means as are provided by the Condominium Act, including the imposition of reasonable fines as set forth from time to time in the By-Laws.

17.2 Negligence: A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

17.3 Cost and Attorney's Fees: In any action arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Act, the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents as may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs of the proceedings and reasonable attorney's fees as may be awarded by a court.

17.4 No Waiver of Rights: The failure of the Association or of any Unit Owner or Developer to enforce any covenant, restriction or other provisions of the Condominium Act, 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.

### ARTICLE XVIII AMENDMENTS

Except as may be otherwise specifically provided for in this Declaration, the provisions of this Declaration, the Articles of Incorporation, and By-Laws of the Association may be amended in the following manner:

18.1 Notice: Notice of the subject matter of a proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.

18.2 Resolution: An Amendment may be proposed by either the Board of Directors or by 75% of the members of the Association. The adoption of any proposed amendment, except as elsewhere provided, shall be as follows:

(a) The affirmative approval of not less than 75% of entire membership of the Board of Directors, and by not less than 75% of the voting interests of the Association; or

(b) By the affirmative approval of not less than 80% of the voting interests of the Association.

18.3 Agreement: In the alternative, an Amendment may be made by an Agreement signed and acknowledged by all of the record owners of the Units, in the manner required for the execution of a deed, and such Amendments shall be effective when recorded in the Public Records of Sarasota County, Florida.

18.4 Proviso: As permitted by Section 718.110(11), Florida Statutes, the joinder and consent of record mortgagees is required for those amendments which materially affect the rights and interests of said mortgagees, or as otherwise required by a Federal law. Said consent shall not

be unreasonably withheld. Amendments which affect the rights and interests of said mortgagees include any amendments which change the configuration or size of any Unit in any material fashion, material alter or modify the appurtenances to the Unit, or change the proration or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus, unless the record owner of the Unit and all record Owners of liens on it join in the execution of the amendment and unless all record Owners of all other Units approve the amendment, and the creation of timeshares.

18.5 Execution and Recording: A copy of each Amendment shall be attached to a Certificate certifying that the Amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities required for a deed. The Amendment shall be effective when such certificate and a copy of the Amendment are recorded in the Public Records of Sarasota County, Florida.

18.6 Surface Water Management System: Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Elements, must have the prior approval of SWFWMD, the Sarasota County Engineer or its designee, and any other governmental authority with jurisdiction.

### **ARTICLE XIX** **TERMINATION**

A Condominium may be terminated at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of the mortgages upon Units therein

19.1 Total Destruction of the Buildings: If all of the Condominium buildings as a result of a common casualty are damaged within the meaning of Paragraph 14.1(b), and it not be decided, as therein provided, that such buildings shall be reconstructed or repaired, the Condominium form of ownership will hereby terminate without agreement and the following shall thereupon become effective:

The owners of the Units shall be the owners, as tenants in common, of all the Condominium property and all the assets of the Association. The shares of such tenants in common shall be as set forth in Article V, which is the same as the Unit Owner's share in the Common Property and Common Surplus.

19.2 General Provisions: Upon termination of the Condominium, the mortgagee and the lienor of a Unit Owner, who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the divided share of such tenancy in common in and to the lands and other properties, rights and assets which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its officers certifying as to the facts effecting the termination, which certificate shall be effective upon being recorded in the Public Records of Sarasota County, Florida.

19.3 Amendment: This section containing termination shall not be amended without consent or approval of four-fifths (4/5) of all the voting interests.

**ARTICLE XX**  
**ADDITIONAL RIGHTS OF MORTGAGEE**

If the holder of a mortgage of record or other purchaser of a Condominium parcel acquires title as a result of foreclosure, such acquirer of title and its successors and assigns shall have the following rights:

20.1 Such acquirer shall, as provided in Section 718.116(1)(b), Florida Statutes, be liable for the share of the Common Expenses or Assessments by the Association pertaining to the Condominium parcel so acquired or chargeable to the former Unit Owner of the acquired parcel, which became due prior to the acquisition of the title as a result of the foreclosure.

20.2 It shall not be necessary that such acquired title be approved for purposes by the Board of Directors as contemplated by the provisions of Paragraph 15.2 of this Declaration. However, any such acquirer of title shall comply with all restrictions and limitations as set forth in this Declaration and all rules and regulations of the Condominium.

20.3 Any unpaid share of the Common Expenses or Assessments chargeable to the former Unit Owner or a parcel acquired under this Article shall be a Common Expense collectable from all of the Unit Owners including such acquirer its successor and assigns.

20.4 The Association shall, at the request of a mortgagee, report (in addition to the owner) any unpaid Assessments due from the owner of the Condominium parcel encumbered by the mortgage and owned by the mortgagee directly to the mortgagee.

**ARTICLE XXI**  
**CONDEMNATION**

21.1 The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes.

21.2 In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

**ARTICLE XXII**  
**SEVERABILITY**

The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles, By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof

**ARTICLE XXIII**  
**COVENANTS**

The provisions of this Declaration, the Articles of Incorporation, and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein described remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners, the respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations thereunder.

**ARTICLE XXIV**  
**NOTICES**

Notice provided for in the Condominium Act, Declaration, Articles of Incorporation, or By-laws, shall be in writing and shall be addressed to the Association or to any record owner at his address as reflected in the Association records or at the mailing address of the Association in Sarasota County, Florida, at such other address as may hereafter be provided. The Association or Board of Directors may designate a different address or addresses for notice. Any Unit Owner may also designate a written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States Mail, or when delivered in person, or if addressed to a Unit Owner when deposited in his mail box in the building or at the door of his Unit in the building, unless otherwise required by provisions of the Condominium Act

**ARTICLE XXV**  
**RIGHTS OF DEVELOPER**

In addition to all rights which Developer has by common law and statutory law, the Developer shall have the following rights:

25.1 Developer Control. Developer reserves the right to maintain control of the Association until Developer is required to relinquish control by the Condominium Act

25.2 Easements Until such time as Developer has completed and conveyed all of the contemplated improvements and all of the Units contained within the Condominium property, all easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium as may be required, convenient or desired by Developer for the completion of the contemplated improvements and the sale of said Units. Neither the Unit Owners or the Association nor their use of the Condominium shall interfere in any way with such completion and sale.

25.3 Sale of Units. The Developer has and reserves the right to sell, devise, or otherwise transfer Units to any purchaser approved by it, subject, however, to any applicable use restrictions herein provided. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other Owners of Units except as elsewhere herein provided. The Developer may sell any parcels owned by it to any person or persons whomsoever without approval by the Association, notwithstanding anything to the contrary contained in this Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations.

25.4 Access During Construction: During such time as the Developer is in the process of construction on any portion of the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements to any persons, including Unit Owners, and to utilize various portions of the Common Elements in connection with such construction and development. No Unit Owner or its guests, or invitees shall in any way interfere or hamper the Developer, including its employees, in connection with such construction. Thereafter, during such time as the Developer owns any Units and is carrying on any business in connection therewith, including the selling, renting, or leasing of such units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer. Furthermore, during the period of construction, the Developer has the right to the exclusive use of all portions of the Condominium property under construction to the exclusion of the Unit Owners.

25.5 Sale of Units The Developer shall have the right to transact any business necessary to consummate the sale of Units, including but not limited to, the right to certain models, advertise on the premises, use the Common Elements and, notwithstanding anything to the contrary contained herein, the Developer may maintain and use sales offices, promotion and development offices, models, Units and Common Elements retained by the Developer, or owned by the Developer, or the use of which has been reserved to the Developer in this Declaration or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Association or any of the Unit Owners other than the Developer, so long as such use shall also conform with applicable laws, zoning rules and ordinances of the appropriate governmental jurisdictions.

25.6 Unit Modification: This Condominium will be developed as a phase Condominium and accordingly, the Developer, pursuant to the provisions of 718.403, Florida Statutes, hereby retains the right at any time prior to seven years after the recording date of this Declaration, to submit to the Condominium Form of Ownership by Amendments to this Declaration the additional phases described in Paragraph 5.2(b) and depicted in the Survey and Site Development Plan attached hereto as Exhibit "A." The contemplated Graphic Description and Plot Plan showing the approximate

locations of the proposed Buildings and improvements, which may be submitted to this Condominium in Phases II, III, IV, and V, is set forth in Exhibit "A" to this Declaration. The Developer has retained the right to modify the Plot Plan as to the configuration, size and dimensions of the Buildings and Units provided that no Unit shall be less than 900 square feet of air conditioned living area nor more than 4,000 square feet of air conditioned living area. The minimum and maximum Building and Units are set forth in Paragraph 1(e) of the Prospectus and Paragraph 5 of the Declaration

25.7 During the period that the Developer holds any Units for sale in the ordinary course of business none of the following actions may be taken by the Association, either through an act of its Board of Directors or its membership, without the Developer's approval in writing:

- (a) Assessment of the Developer as a Unit Owner for capital improvements.
- (b) Any action by the Association that would be detrimental to the sale of Units by the Developer.

25.8 The Developer reserves every right necessary or desirable relative to the Common Elements and the Condominium property in general for the following purposes:

- (a) Creation, amendment, or termination of easements to alter existing improvements or for the purposes of utilities and ingress and egress, without the joinder or approval of the Association, Unit Owners, mortgagees and/or lienors,
- (b) Furnishings of the Condominium property:
- (c) The sale, lease, rental, or mortgage of the Units, and
- (d) Assignments of parking spaces to Unit Owners during the period of time that the Developer holds any Unit for sale in the ordinary course of business.

25.9 This Article may not be amended without the prior written consent of the Developer. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and any Exhibits thereto so as to correct any errors or omissions not affecting the rights of Unit Owners, mortgagees, or lienors. Any amendments executed pursuant to this Article by the Developer needs to be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, mortgagees and/or lienors whether or not elsewhere required for amendments

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium, this 27<sup>th</sup> day of August, 2001.

WATERFORD LAND COMPANY, INC

By: [Signature]  
Michael W. Miller  
President

Attest [Signature]  
Jayne E. Parrish  
Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME personally appeared Michael W. Miller and Jayne E Parrish, to me well known and known to me to be the President and Secretary, respectively, of WATERFORD LAND COMPANY, INC. and they acknowledged before me that they executed the foregoing Declaration of Condominium in the name of and on behalf of the corporation, affixing the corporate seal of said corporation thereto and that as such corporate officers they have been duly authorized and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 27<sup>th</sup> day of August, 2001



(Notary Seal)

Alexandria M Williams  
Notary Public, State of Florida

(Print Name of Notary)  
My Commission Expires: \_\_\_\_\_



**JOINDER AND CONSENT OF MORTGAGEE**

FLORIDA COMMUNITY BANK, the owner and holder of that certain Mortgage recorded Official Records Instrument #1998161747, as modified, Public Records of Sarasota County, Florida, hereby joins and consents to the foregoing DECLARATION OF CONDOMINIUM OF L'PAVIA, A CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 18 day of May, 2001.

Signed, sealed and delivered in the presence of:

Kathleen L. Favorite

Kathleen L. Favorite  
(Print Name of Witness)

Billie K. Fogel

Billie K. Fogel  
(Print Name of Witness)

FLORIDA COMMUNITY BANK

Thomas S. Junker

Thomas S. Junker  
Its: President Charlotte County

**STATE OF FLORIDA  
COUNTY OF CHARLOTTE**

The foregoing instrument was acknowledged before me this 18 day of May, 2001, by Thomas S. Junker, as President Charlotte County of Florida Community Bank, on behalf of said entity, who is personally known to me or has produced \_\_\_\_\_ as identification

(Notary Seal)



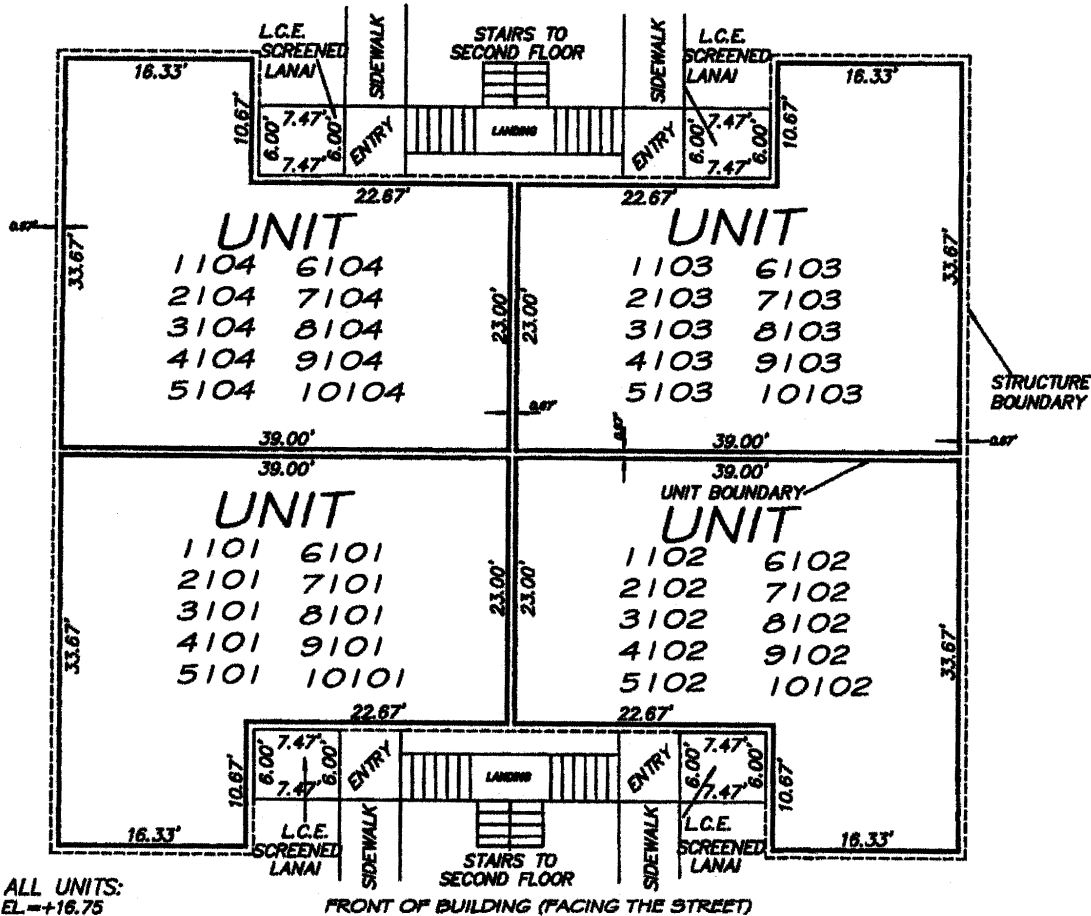
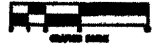
Kathleen L. Favorite

Notary Public - State of Florida  
Kathleen L. Favorite  
(Print Name of Notary)  
My Commission Expires: \_\_\_\_\_



# "L'PAVIA" A Condominium

A CONDOMINIUM IN SECTION 8, TOWNSHIP 39 SOUTH, RANGE 19 EAST,  
CITY OF VENICE, SARASOTA COUNTY, FLORIDA



TYPICAL FOR ALL UNITS:  
FINISHED FLOOR EL.=+16.75  
FINISHED CEILING EL.=+25.98

NOTE: ELEVATIONS ARE BASED  
ON MEAN SEA LEVEL DATUM  
NATIONAL GEODETIC VERTICAL  
DATUM OF 1929.

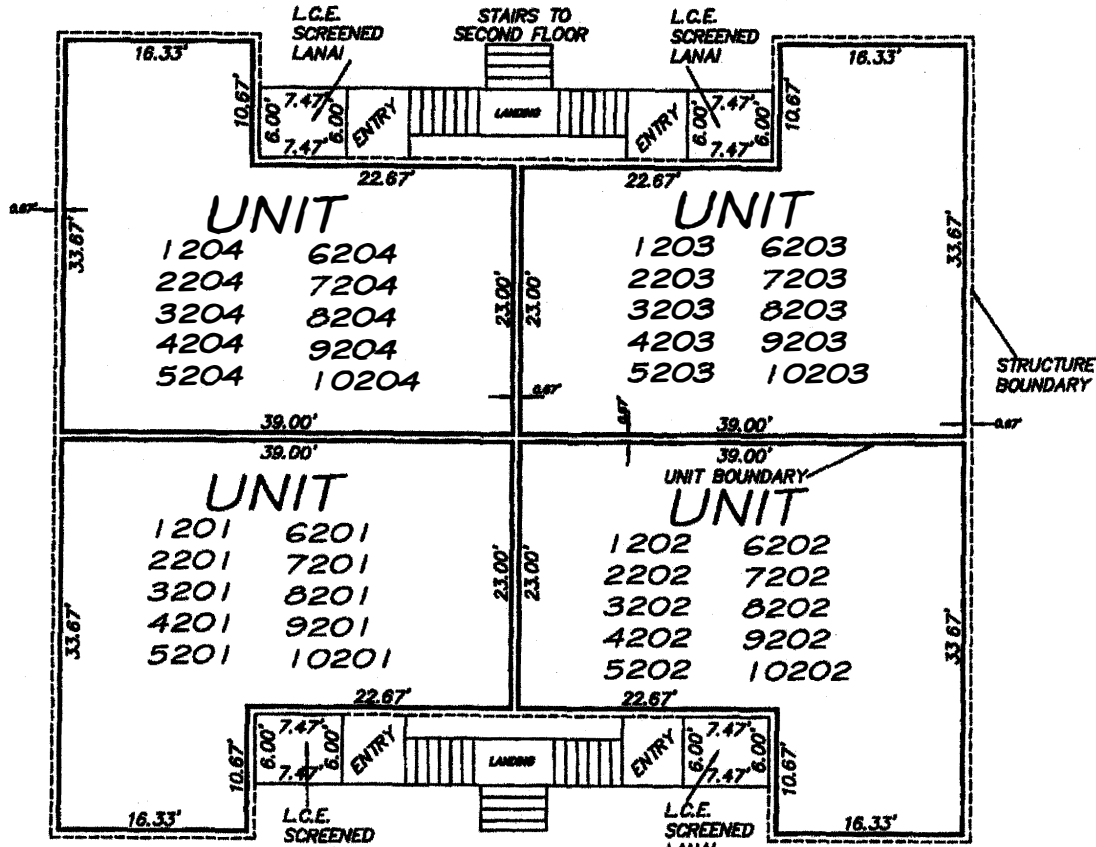
## FIRST FLOOR PLAN

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM "L'PAVIA"

PREPARED BY: BRIGHAM SURVEYING, INC.  
LAND SURVEYORS  
712 SHAMROCK BLVD.  
VENICE, FLORIDA 34293  
PH (941) 483-4430

# "L'PAVIA" A Condominium

A CONDOMINIUM IN SECTION 8, TOWNSHIP 38 SOUTH, RANGE 18 EAST,  
CITY OF VENICE, SARASOTA COUNTY, FLORIDA



TYPICAL FOR ALL UNITS:  
FINISHED FLOOR EL.=+26.91  
FINISHED CEILING EL.=+35.54

NOTE: ELEVATIONS ARE BASED  
ON MEAN SEA LEVEL DATUM  
NATIONAL GEODETIC VERTICAL  
DATUM OF 1929.

FRONT OF BUILDING (FACING THE STREET)

## SECOND FLOOR PLAN

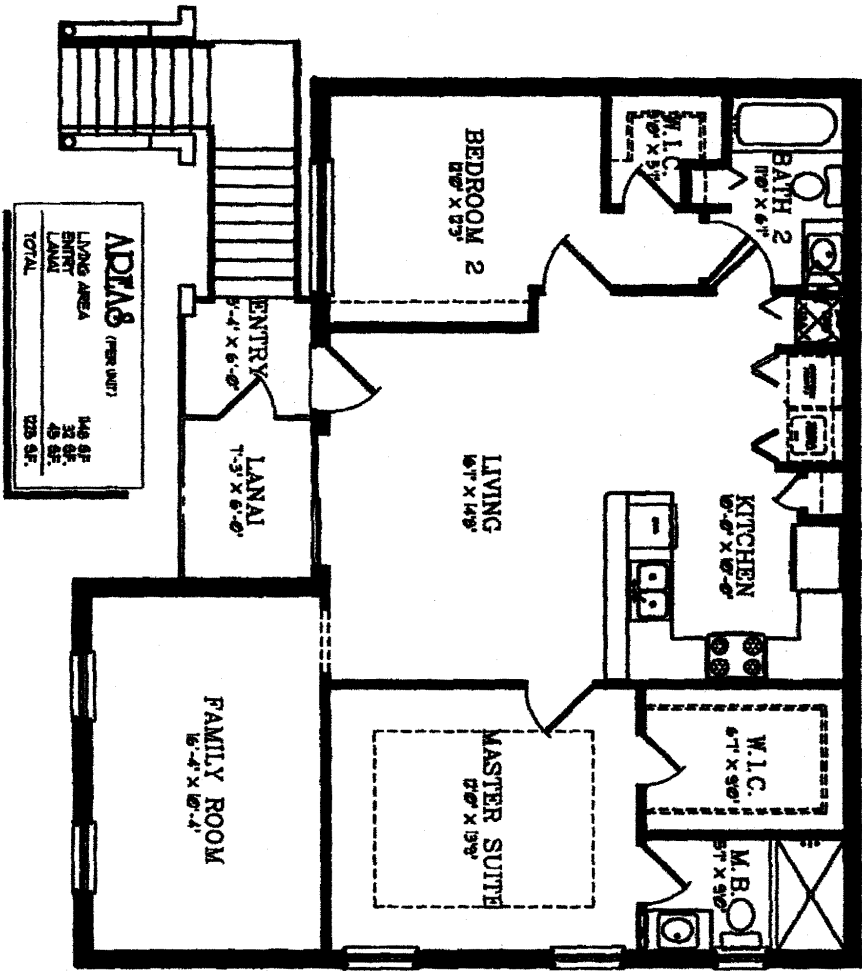
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM "L'PAVIA"

PREPARED BY: BRIGHAM SURVEYING, INC.  
LAND SURVEYORS  
712 SHAMROCK BLVD.  
VENICE, FLORIDA 34293  
PH. (941) 483-4430



Exhibit "B"

# I' PAVIA CONDOMINIUMS



WATERFORD CONSTRUCTION, INC.  
 1000 S. GARDNER

WATERFORD HOMES

IN A CONCRETE BUILDING TO PROTECT THE INTERESTS OF THE BUYER, THE SELLER, THE LENDER, AND THE TITLE INSURANCE COMPANY, ALL OPERATIONS AND APPROVALS

**Exhibit "C"**

**L'Pavia Condominium Association, Inc.  
Percentage of Each Unit's Ownership in Common Elements**

<u>Number of Phases Complete</u>	<u>Total Number of Units Complete</u>	<u>Unit Ownership Percent</u>
I	16	1/16
II	32	1/32
III	48	1/48
IV	64	1/64
V	80	1/80

**NOTE:**

The Developer has not considered the size of the Unit in apportioning the Common Expenses and in determining the ownership of the Common Elements and Common Surplus. Each Unit in Phase I has an undivided one sixteenth (1/16) share in the ownership of the Common Elements and the Common Surplus.

If and when the Developer elects to submit additional phases to Condominium ownership, the percentage of the undivided ownership interest in the Common Elements appurtenant to each Unit of the prior phases shall be automatically adjusted and the new percentage of the undivided ownership interest in the Common Elements appurtenant to each Unit Condominium at that time shall be determined by dividing one by the total number of Units which have been submitted to the Condominium ownership. Thus, for example, if and when Phase II is added to the Condominium and assuming that Phase II will have sixteen (16) Units, each Unit in Phase I and Phase II will have appurtenant to it a (1/32) undivided ownership interest in the Common Elements and Common Surplus. The adjusted fractional undivided ownership interest in the Common Elements attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to Condominium ownership pursuant to the Declaration

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.