

**[THIS DECLARATION IS A RESTATEMENT OF THE ORIGINAL DECLARATION
RECORDED AT O.R. BOOK 4941, PAGE 1, ET SEQ., OF THE OFFICIAL RECORDS
OF PINELLAS COUNTY, FLORIDA, AND INCLUDING ALL AMENDMENTS
RECORDED THROUGH MARCH 17, 2017]**

DECLARATION

FOR

THE CREATION AND ESTABLISHMENT OF
VILLAGE ON THE GREEN CONDOMINIUM III

(Pursuant to the Condominium Act)

ARTICLE I

Submission Statement

The undersigned U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida (herein "Developer"), fee simple owner of the property hereinafter described, hereby submits the condominium property to condominium ownership.

ARTICLE II

Name

The name by which this condominium is to be identified is VILLAGE ON THE GREEN CONDOMINIUM III.

ARTICLE III

Legal Description of Land Included

The legal description of the land initially included in this condominium is as set forth on Sheet 2 of Exhibit "A" attached hereto and made a part hereof under the heading DESCRIPTION OF LAND THAT MAY BE INCLUDED IN PHASE I.

ARTICLE IV

Identification of Units

The units of this condominium are identified by number and letter pursuant to and as shown on Sheets 6 through 11 of Exhibit "A" attached hereto and made a part hereof.

ARTICLE V

Survey, Plot Plan and Graphic Description of Improvements

Exhibit "A" attached hereto and made a part hereof and consisting of eleven sheets, contains all information, matters and things as is required by F.S.A. 718.104(4)(e). The condominium plat for this condominium is recorded in Condominium Book 32 at pages 114 through 124, inclusive, of the Public Records of Pinellas County, Florida.

ARTICLE VI

Phase Condominium

VILLAGE ON THE GREEN CONDOMINIUM III is a phase condominium. All the land which may become part of the condominium is legally described on Sheet 1 of Exhibit "A" hereof under the heading DESCRIPTION OF ALL LANDS THAT MAY BECOME PART OF VILLAGE ON THE GREEN CONDOMINIUM III.

The phases which are submitted to condominium ownership herein or which may become part of the condominium are Phases I through X inclusive. Each respective phase is legally described on Sheets 2, 3 and 4 of Exhibit "A" hereof and is as shown on plot plan and survey being Sheets 1 and Sheets 6-11 of Exhibit "A". Phase I is the initial phase being submitted to condominium ownership herein. Phases II through X may be added in numerical sequence by the recording of an amendment to the Declaration for each successive phase upon the improvements being substantially complete as required by Section 718.104(4)(e) of the Condominium Act. The amendment shall be executed solely by Developer and shall not require the joinder or consent of the Association or unit owners.

The amendment shall have attached thereto the certificate of a surveyor certifying that the improvements to each phase as added, are substantially complete as required by the Condominium Act.

The time period in which each respective phase is completed is as follows:

- Phase I - on or before December 31, 1979
- Phase II - on or before June 30, 1980
- Phase III - on or before December 31, 1980
- Phase IV - on or before June 30, 1981
- Phase V - on or before December 31, 1981
- Phase VI - on or before June 30, 1982
- Phase VII - on or before December 31, 1982
- Phase VIII - on or before June 30, 1983
- Phase IX - on or before December 31, 1983
- Phase X - on or before June 30, 1984

Phase I contains 16 units, Phases II and IX contain 20 units each, Phases III and V contain 16 units each, Phase IV contains 14 units, Phase VI contains 12 units, Phase VII contains 19 units, Phase VIII contains 9 units and Phase X contains 9 units. The size of the units to be included in each phase is as shown on Sheet 5 or Exhibit "A".

If one or more phases are not built, the units which are built shall be entitled to 100 percent ownership of all common elements within the phases actually developed and added as a part of the condominium in the manner provided for hereinabove. The recreation area and other facilities as described herein shall remain the same whether or not other phases are added.

Developer shall notify owners of existing units of the commencement of or decision not to add one or more additional phases. Notice shall be by certified mail addressed to each owner at the address of his unit or at the last known address.

The primary impact which the completion of subsequent phases will have upon the initial phase, to-wit: Phase I, is:

1. The total number of units in the condominium shall be increased by the number of units in each subsequent phase added.
2. The budgeted sums for the payment of common expenses will increase proportionately upon additional phases being added. However, the percentage of sharing common expenses and owning common surplus will decrease correspondingly after each phase is added as shown in Article VIII hereof.
3. The common elements will be enlarged and each unit's percentage of ownership therein will decrease as shown in Article VII hereof.
4. Such additional impact, if any, as hereinafter noted herein.

ARTICLE VII

Percentage of Undivided Shares in the Common Elements Appurtenant to Each Unit

The undivided shares in the common elements appurtenant to each unit upon Phase I being submitted to condominium ownership and upon each additional phase being added is as follows:

Percentage of Interest in Common Elements of Phase I And After Each Phase is Added

Unit Numbers	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X
14A	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
14B	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
14C	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
14D	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271

<u>Unit Numbers</u>	<u>Phase I</u>	<u>Phase II</u>	<u>Phase III</u>	<u>Phase IV</u>	<u>Phase V</u>	<u>Phase VI</u>	<u>Phase VII</u>	<u>Phase VIII</u>	<u>Phase IX</u>	<u>Phase X</u>
19F					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
19G					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
19H					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
19I					.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
19J					.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
19K					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
19L					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
20A					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
20B					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
20C					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
20D					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
6A						.0113506	.0095099	.0088300	.0075869	.0071271
6B						.0105915	.0088737	.0082384	.0070794	.0066504
6C						.0105915	.0088737	.0082384	.0070794	.0066504
6D						.0113506	.0095099	.0088300	.0075869	.0071271
7A						.0113507	.0095099	.0088300	.0075869	.0071271
7B						.0105916	.0088737	.0082384	.0070794	.0066504
7C						.0105916	.0088737	.0082384	.0070794	.0066504
7D						.0113507	.0095099	.0088300	.0075869	.0071271
8A						.0113507	.0095099	.0088300	.0075869	.0071271
8B						.0105916	.0088737	.0082384	.0070794	.0066504
8C						.0105916	.0088737	.0082384	.0070794	.0066504
8D						.0113507	.0095099	.0088300	.0075869	.0071271
21A							.0095099	.0088300	.0075869	.0071271
21B							.0088737	.0082384	.0070794	.0066504
21C							.0073199	.0066959	.0058398	.0054860
21D							.0073199	.0067959	.0058398	.0054860
21E							.0088737	.0082384	.0070794	.0066504
21F							.0095099	.0088300	.0075869	.0071271
22A							.0095100	.0088300	.0075869	.0071271
22B							.0088738	.0082384	.0070794	.0066504
22C							.0073200	.0067959	.0058398	.0054860
23A							.0095099	.0088300	.0075869	.0071271
23B							.0073199	.0067959	.0058398	.0054860
23C							.0073199	.0067959	.0058398	.0054860
23D							.0088737	.0082384	.0070794	.0066504
23E							.0095099	.0088300	.0075869	.0071271
23F							.0095099	.0088300	.0075869	.0072171
23G							.0073199	.0067959	.0058398	.0054860
23H							.0073199	.0067959	.0058398	.0054860
23I							.0088737	.0082384	.0070794	.0066504
23J							.0095099	.0088300	.0075869	.0071271
24A							.0067959	.0058398	.0054860	
24B							.0082384	.0070794	.0066504	
24C							.0088300	.0075869	.0071271	
25A							.0088076	.0075869	.0071271	
25B							.0082384	.0070794	.0066504	
25C							.0067959	.0058398	.0054860	
25D							.0067959	.0058398	.0054860	
25E							.0082384	.0070794	.0066504	
25F							.0088076	.0075869	.0071271	
26A								.0075869	.0071271	
26B								.0070794	.0066504	
26C								.0058398	.0054860	
26D								.0058398	.0054860	
26E								.0070794	.0066504	
26F								.0075869	.0071271	
26G								.0075868	.0071271	
26H								.0070793	.0066504	
26I								.0058397	.0054860	
26J								.0058397	.0054860	
26K								.0070793	.0066504	
26L								.0075868	.0071271	
27A								.0075869	.0071271	
27B								.0070794	.0066504	
27C								.0070794	.0066504	
27D								.0075869	.0071271	

Unit Numbers	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X
27E									.0075868	.0071271
27F									.0070793	.0066504
27G									.0070793	.0066504
27H									.0075868	.0071271
4A										.0066506
4B										.0066506
4C										.0066506
5A										.0054862
5B										.0066506
5C										.0071273
1G										.0071273
2H										.0071273
3I										.0071273

ARTICLE VIII

Percentages and Manner of Sharing Common Expenses and Owning Common Surplus

Each unit owner shall share that percentage of the common expenses own that percentage of common surplus as is hereby attributed to the respective units, to-wit:

Percentage of Common Expenses and Surplus Attributed to Each Unit in Phase I and Each Unit in the Condominium as Each Phase is Added

Unit Numbers	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X
14A	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
14B	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
14C	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
14D	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
14E	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
14F	.0603373	.0274374	.0191658	.0190930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
14G	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
14H	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
15A	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
15B	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
15C	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
15D	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
15E	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
15F	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
15G	.0603373	.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
15H	.0646627	.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
12A		.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
12B		.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
12C		.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
12D		.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
13A		.0294043	.0205397	.0161748	.0139715	.0113506	.0095099	.0088300	.0075869	.0071271
13B		.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
13C		.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
13D		.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
16A		.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
16B		.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
16C		.0226332	.0158098	.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
16D		.0226332	.0158098	.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
16E		.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
16F		.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
16G		.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
16H		.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504

Unit Numbers	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X
16I		.0226332	.0158098	.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
16J		.0226332	.0158098	.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
16K		.0274374	.0191658	.0150930	.0121973	.0105915	.0088737	.0082884	.0070794	.0066504
16L		.0294043	.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
17A			.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
17B			.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
17C			.0158098	.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
17D			.0158098	.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
17E			.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
17F			.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
17G			.0205398	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
17H			.0191659	.0160930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
17I			.0158099	.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
17J			.0158099	.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
17K			.0191659	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
17L			.0205398	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
18A			.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
18B			.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
18C			.0191658	.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
18D			.0205397	.0161748	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
9A				.0161749	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
9B				.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
9C				.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
9D				.0161749	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
10A				.0161749	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
10B				.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
10C				.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
10D				.0124501	.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
10E				.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
10F				.0161749	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
11A				.0161749	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
11B				.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
11C				.0150930	.0121973	.0105915	.0088737	.0082384	.0070794	.0066504
11D				.0161749	.0130715	.0113506	.0095099	.0088300	.0075869	.0071271
19A					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
19B					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
19C					.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
19D					.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
19E					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
19F					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
19G					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
19H					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
19I					.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
19J					.0100614	.0087368	.0073199	.0067959	.0058398	.0054860
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19L					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
20A					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
20B					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
20C					.0121974	.0105915	.0088737	.0082384	.0070794	.0066504
20D					.0130716	.0113506	.0095099	.0088300	.0075869	.0071271
6A						.0113506	.0095099	.0088300	.0075869	.0071271
6B						.0105915	.0088737	.0082384	.0070794	.0066504
6C						.0105915	.0088737	.0082384	.0070794	.0066504
6D						.0113506	.0095099	.0088300	.0075869	.0071271
7A						.0113507	.0095099	.0088300	.0075869	.0071271
7B						.0105916	.0088737	.0082384	.0070794	.0066504
7C						.0105916	.0088737	.0082384	.0070794	.0066504
7D						.0113507	.0095099	.0088300	.0075869	.0071271
8A						.0113507	.0095099	.0088300	.0075869	.0071271
8B						.0105916	.0088737	.0082384	.0070794	.0066504
8C						.0105916	.0088737	.0082384	.0070794	.0066504
8D						.0113507	.0095099	.0088300	.0075869	.0071271
21A							.0095099	.0088300	.0075869	.0071271
21B							.0088737	.0082384	.0070794	.0066504
21C							.0073199	.0066959	.0058398	.0054860
21D							.0073199	.0067959	.0058398	.0054860
21E							.0088737	.0082384	.0070794	.0066504

<u>Unit Numbers</u>	<u>Phase I</u>	<u>Phase II</u>	<u>Phase III</u>	<u>Phase IV</u>	<u>Phase V</u>	<u>Phase VI</u>	<u>Phase VII</u>	<u>Phase VIII</u>	<u>Phase IX</u>	<u>Phase X</u>
21F							.0095099	.0088300	.0075869	.0071271
22A							.0095100	.0088300	.0075869	.0071271
22B							.0088738	.0082384	.0070794	.0066504
22C							.0073200	.0067959	.0058398	.0054860
23A							.0095099	.0088300	.0075869	.0071271
23B							.0073199	.0067959	.0058398	.0054860
23C							.0073199	.0067959	.0058398	.0054860
23D							.0088737	.0082384	.0070794	.0066504
23E							.0095099	.0088300	.0075869	.0071271
23F							.0095099	.0088300	.0075869	.0072171
23G							.0073199	.0067959	.0058398	.0054860
23H							.0073199	.0067959	.0058398	.0054860
23I							.0088737	.0082384	.0070794	.0066504
23J							.0095099	.0088300	.0075869	.0071271
24A								.0067959	.0058398	.0054860
24B								.0082384	.0070794	.0066504
24C								.0088300	.0075869	.0071271
25A								.0088076	.0075869	.0071271
25B								.0082384	.0070794	.0066504
25C								.0067959	.0058398	.0054860
25D								.0067959	.0058398	.0054860
25E								.0082384	.0070794	.0066504
25F								.0088076	.0075869	.0071271
26A									.0075869	.0071271
26B									.0070794	.0066504
26C									.0058398	.0054860
26D									.0058398	.0054860
26E									.0070794	.0066504
26F									.0075869	.0071271
26G									.0075868	.0071271
26H									.0070793	.0066504
26I									.0058397	.0054860
26J									.0058397	.0054860
26K									.0070793	.0066504
26L									.0075868	.0071271
27A									.0075869	.0071271
27B									.0070794	.0066504
27C									.0070794	.0066504
27D									.0075869	.0071271
27E									.0075868	.0071271
27F									.0070793	.0066504
27G									.0070793	.0066504
27H									.0075868	.0071271
4A										.0066506
4B										.0066506
4C										.0066506
5A										.0054862
5B										.0066506
5C										.0071273
1G										.0071273
2H										.0071273
3I										.0071273

ARTICLE IX

Voting Rights

There is hereby allocated one (1) vote to each of the condominium parcels. Each vote shall be cast by the respective unit owner. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the Condominium Association.

ARTICLE X

Amendments

Section 1. This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of 66 2/3% of the unit owners present and voting.

This Declaration may also be amended by the joinder and consent of sixty-six and two-thirds (66 2/3%) percent of the unit owners to any amendment or amendments proposed in writing by a majority vote of the Directors as evidenced by the execution of the said proposed amendment by at least sixty-six and two-thirds (66 2/3%) percent of all of the unit owners of the condominium.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) fractions of sharing common expenses and owning common surplus, (d) any provisions pertaining to phase condominium, or (e) any provisions contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote and/or consent of all unit owners, together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required. The consent of the Developer shall additionally be required as to any amendment attempting to change provisions pertaining to phase condominium.

Notwithstanding the foregoing, and the provisions of subparagraph (1) hereof, any amendments of the Declaration, or of the By-Laws attached hereto which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel, shall require the joinder of said institutional mortgagee in order to become effective.

Section 3. All amendments shall be recorded as required by laws.

ARTICLE XI

Association

The name of the Association responsible for the operation of this Condominium is VILLAGE ON THE GREEN CONDOMINIUM III ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

ARTICLE XII

By-Laws

The By-Laws of the Association are set forth in Exhibit "C" attached hereto and made a part hereof and may be amended only in the manner provided for in said By-Laws.

ARTICLE XIII

Assessments

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. Monthly Assessments not paid on the due date shall be subject to a late fee of ten (\$10.00) dollars if not paid by the 10th of the month in which it is due. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the Directors) for the condominium parcel, and the Association shall be entitled to the appointment of a receiver to collect same.

ARTICLE XIV

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of seventy-five (75%) percent of the unit owners, as authorized and provided in Article XV herein.

ARTICLE XV

Insurance

The Association, through its board of directors, shall purchase an insurance policy insuring the buildings and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement: such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in any amount equal to the value of the buildings if the value of the buildings are less than the maximum permitted by such Act. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable

to the unit owners or their mortgagees, as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications as finally amended, on file with the building department of the governmental agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty (50%) percent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five (75%) percent of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees, as their interests may appear.

In addition to the above and foregoing insurance, the Association through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings and improvements, to the extent of not less than \$300,000.00 to cover the claim or damage for personal and/or bodily injuries from any single, specific cause, to any one person, and to the extent of not less than \$500,000.00 to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance. All policies of insurance required herein shall be endorsed to cover and include each additional phase as added,

The Association shall further, if required by State laws, carry a Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the laws of the State of Florida.

The Association, upon the majority vote of the Directors, may provide and keep insurance for the protection of its Directors.

The Association shall obtain such other insurance and/or security bonds as may be required by the Condominium Act. All insurance and bond premiums shall be included and treated as a common expense.

ARTICLE XVI

Common Elements

The common elements shall include the land in each phase included herein or as added and all improvements thereto which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners, for purposes of maintenance, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and

ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners' respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act.

No material alteration or substantial additions to the common elements except for the adding of additional phases as provided herein shall be made except upon the affirmative vote of seventy-five (75%) percent of the unit owners. No unit owner shall make any alteration, or do any work within his respective unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the buildings, or would in any way impair easements.

ARTICLE XVII

Limited Common Elements

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

The numbered and lettered parking spaces and storage lockers shown on Sheets 6 through 11 of Exhibit "A" are hereby declared to be Limited Common Elements and are reserved for the use of the unit owner in the units having the corresponding numbered and lettered unit. Driveways shall be deemed to be Limited Common Elements and shall be reserved for the use of the unit owners (their guests and invitees) whose respective parking spaces are adjacent to the driveways, all as shown on Sheets 6 through 11 of Exhibit "A".

The parking spaces shown on Sheets 6 through 11 of Exhibit "A" and marked "G" are for guest parking and shall be used in accordance with the rules and regulations promulgated by the Directors. The garages and areas adjacent to Buildings 1, 2 and 3 delineated and cross hatched on Sheet 10 of 11, are also designated as Limited Common Elements for the exclusive use of the unit owners of Buildings, 1, 2 and 3.

ARTICLE XVIII

Restrictions

All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act shall be subject to, and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

Section 1. No unit shall be used for any purpose than as and for a single-family residence or dwelling.

Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners apartments, whether inside or outside owners apartments, and shall promptly pay for all utilities which are separately metered to the units.

Section 3. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design, and approved by the Board of Directors.

Section 4. No dog or other pets shall be permitted in any of the units or on the common or limited common elements except for two (2) indoor cats, birds, such as canaries or parakeets, and fish such as goldfish or tropical varieties, which may be kept by a unit owner in the owners respective unit provided that no cats, birds and/or fish shall be raised for commercial purposes.

Section 5. Unit owners, their families, guests, invitees or lessee shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

Section 6. All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 7. No clothing, bedding or other similar items, shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common areas.

Section 8. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

Section 9. No occupants shall play upon or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 o'clock p.m. and the following 9:00 o'clock a.m., if the same disturb or annoy other occupants of the building, and in no event shall either vocal or instrumental music be practiced for more than two hours in any day or between the hours of 6:00 o'clock p.m. and the following 9:00 o'clock a.m., nor shall an occupant commit or permit any nuisance or immoral or illegal act in his unit, or in the common elements.

Section 10. Age Restriction. It is the intention of the Association to qualify for the exemption to the Fair Housing Act by providing housing for older persons as defined in Section 807(b)(2)C of the Federal Fair Housing Act (1988). Not less than eighty (80%) percent of the units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older, and all permanent occupants must be at least eighteen (18) years of age. The term "permanent occupants" shall include all persons occupying the unit except temporary guests. "Temporary

guests” shall be defined as those persons present in the unit for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period.

It shall be a common expense of the Association to provide significant facilities and services, or the availability of significant facilities and services, specifically designed to meet the physical or social needs of older persons as contemplated by the Federal Fair Housing Act.

The Board of Directors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure compliance with this restriction and consistent with an intent to comply with Section 807(b)(2)C of the Federal Fair Housing Act (1988).

This restriction shall not apply to any person residing in a unit in this Condominium on or before September 13, 1988.

Section 11. None of the units shall be permanently occupied at any time by more than four individuals, except as otherwise provided herein.

DELETED BY AMENDMENT

Section 13. Unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof.

Section 14. No trucks (not including SUVs) or commercial vehicles (except during the period of approved construction), motorcycles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the common elements. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up, delivery and other commercial services. Automobiles shall be parked only on the parking spaces established for such purpose.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for in its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of any provision of the respective covenants then in such event the unit owner shall pay for the costs and expenses for such legal proceeding by the Association, provided that the Association has been successful in such litigation.

ARTICLE XIX

Transfer of Condominium Parcels

Section 1 – SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale to the Board of Directors for their approval, or disapproval, which shall be given within ten (10) days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within ten (10) days, the transfer shall be deemed to have been approved by the Directors.

If the transfer be disapproved, the Directors shall have twenty (20) days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale, except that the purchase price shall be payable in cash.

If the Directors fail to close the purchase within said twenty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any transfer by the undersigned; to any transfer by a unit owner to any member of his or her immediate family (viz., spouse, children or parents); to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

Section 2 – LEASING. No unit shall be leased or rented by the respective unit owner thereof for transient or hotel purposes, which are hereby defined as (a) rentals for less than one (1) year, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnished of laundry and linens and bellboy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to the Declaration, and the Condominium Act, and a copy of the lease is furnished the Directors of the Association. Furthermore, the Board shall have the authority to make rules limiting occupancy of units in the absence of owners in order to uphold the integrity of this provision.

2.1. Limitation on Leases and Rentals. No unit may be leased or rented during the first twenty-four (24) months of legal or equitable record ownership. The Board has authority to make exceptions to this requirement in the event of hardship, such as death, disability or job loss of a co-owner. The Board shall also have power to regulate occupancy by “guests” to help maintain the integrity of this provision. In the event a unit is leased or rented at a time that ownership is transferred, the tenant may remain within the unit until such time as the natural expiration of the lease agreement, but must vacate the property upon the natural termination of the lease.

Section 3 – TRANSFER FEE. A charge shall be made by the Association in connection with the sale, mortgage, lease, sublease, or other transfer of a unit. The Association is required to approve such transfer and may require an application fee, in an amount determined by the Board of Directors from time to time, so long as said fee does not exceed the maximum amount permitted by law. However, if the lease is a renewal of a lease with the same Lessee, no charge shall be made.

ARTICLE XX

Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected, as provided in the Articles of Incorporation and the By-Laws of the Association, are as follows:

President	PamelaW. Droste	19450 Gulf Boulevard Indian Shores, Florida 33535
Vice-President	Frank Collins	1015 Damrosch St. Largo, Florida 33541
Secretary	Sheila L. McLaughlin	1804 Sunset Road Clearwater, Florida 33515

ARTICLE XXI

Restraint Upon Assignment of Shares in Assets

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

ARTICLE XXII

Management, Maintenance and Operation Agreement

The initial officers and directors of VILLAGE ON THE GREEN CONDOMINIUM III ASSOCIATION, INC., have simultaneously herewith executed for and on behalf of said Association and its members a Management, Maintenance and Operational Agreement, a copy of said Agreement being attached hereto as Exhibit "D". Each member of the Association by virtue of the acceptance and recordation of the Deed to the respective condominium parcels, shall have agreed by such acceptance:

(1) That they have ratified the acts of its officers in the execution of said Agreement, by and on behalf of the Association; and

(2) That they will comply with all of the terms and conditions of the said Agreement on their part to be kept and performed.

ARTICLE XXIII

Unit Owners

Members of Recreation Association

Village on the Green Condominium III is part of a larger development of the developer known as Village on the Green (herein "Development"). Developer has filed an instrument in the Public Records of Pinellas County, Florida styled Declaration of Covenants and Restrictions for Village on the Green (herein Covenants and Restrictions.) The Covenants and Restrictions provide for the creation of Village on the Green Recreation Association, Inc., a non-profit Florida corporation (herein "Recreation Association"), the purpose of the Recreation Association is to own, operate, manage and maintain the improved recreation area (as defined in the Covenants and Restrictions.)

Unit owners become members of said Recreation Association and by the acceptance of their respective deeds, will have agreed: that his unit is subject to the covenants and restrictions including amendments thereto; to abide by the rules and regulations of the Recreation Association, and to pay such assessments, dues and charges as shall be levied by the Board of Directors of said Association, in accordance with its Articles of Incorporation, By-Laws and the Covenants and Restrictions. The Covenants and Restrictions (Declaration of Covenants and Restrictions for Village on the Green), have been recorded in O.R. Book 4735 at pages 2170 through 2178 inclusive of the Public Records of Pinellas County, Florida. The Articles of Incorporation of the Village on the Green Recreation Association, Inc. have been filed with the Secretary of State of Florida. (The Articles and By-Laws of the Association are available at the office of the Association.) The three aforesaid documents are made a part hereof by this reference as though set forth in their entirety herein.

ARTICLE XXIV

Reservation of Easements and Other Rights to Developer

Notwithstanding anything to the contrary contained herein, the Developer shall have the right to sell, lease or rent units to its initial designees without the approval of the Association. Developer shall have the right to transact, on the condominium property, any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, have employees in a unit used as an office, use the common elements and to show units. Sales office and model furniture and other personalty, signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

Developer further by these presents does hereby save and reserve unto itself, its successors and assigns, the right to give and grant such easements over, under and upon the condominium property as may be needed or required, in the sole opinion of Developer, for use in connection with the development by Developer of its or others adjoining properties, including but not limited

to easements for various utilities, drainage facilities, irrigation facilities including pumps and distribution lines.

ARTICLE XXV

Developer's Guarantee

Developer hereby gives its guarantee to the Association and unit owners that the initial assessments for common expenses of the condominium imposed on the respective unit owners other than Developer, shall not increase beyond the dollar amount stated in the initial budget attached to the condominium Prospectus as Exhibit "D" for a period of one year from the first day of the month following the recordation of this Declaration of Condominium and hereby obligates itself and agrees to pay any amount of common expenses incurred during said one-year period not produced by the assessments at the guaranteed level receivable from other owners.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to its units owned by it during said guarantee period. The above provision is included herein pursuant to Section 118.116(8)(b) of the Condominium Act.

ARTICLE XXVI

General

VILLAGE ON THE GREEN CONDOMINIUM III shall be operated and maintained and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida and as same may be amended from time to time in the future, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations and/ or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and Exhibits attached hereto, shall be determined in all instances by the provisions of the said Act.

END OF RESTATED DECLARATION